

EXHIBIT H

Information for Claimants Who Do Not Have Attorneys

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

What is the Office of the Independent Administrator?

The Office of the Independent Administrator, or OIA, is a neutral, independent body that oversees arbitrations brought by Kaiser members under the Health Plan's contracts with its members and their employers. These arbitrations are controlled by the *Rules for Kaiser Permanente Member Arbitrations Overseen by the Office of the Independent Administrator*. Claimants acting in *pro per* should carefully and thoroughly read these *Rules*. The OIA will answer questions about these *Rules* at any time. Just call us at the number which appears below. However, we do not give legal advice. This means that we will tell you what our *Rules* mean and how to follow them, but we will not advise you on how they might affect your specific case.

What is arbitration?

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

Are arbitration and mediation different?

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

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

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

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

If you do not have a medical expert, the respondent (Kaiser) will almost always bring a motion for summary judgment, and the arbitrator will almost always grant this motion because the law requires it. Summary judgment motions can also be brought on other bases. The case is over if summary judgment is granted. This means that, at a hearing on a motion for summary judgment,

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if a claimant does not offer expert medical testimony, or otherwise offer effective legal reasons in opposition to the motion, the arbitrator must grant the motion and close the case. Summary judgment is a decision on the law alone, and no facts are involved. Please note that when a case ends in this fashion, there will be no hearing on the facts, and no opportunity to present witnesses and other evidence. Cases heard in court also end in summary judgment.

Are any other expert witnesses needed during the arbitration process?

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

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

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

What is *ex parte* communication?

Ex parte communication occurs when one party (claimant or respondent) talks or writes to the neutral arbitrator or judge without giving the other party a chance to participate or respond. *Ex parte* communication is prohibited, unless it concerns the schedule or location of a hearing or conference. If you need to contact the neutral arbitrator for any other reason, you should write a letter to the neutral arbitrator and send a copy of the letter to the respondent. You may also request a conference call with the neutral arbitrator and respondent.

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

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

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

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

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

EXHIBIT I

Instructions and Application for Fee Waiver

EXHIBIT I

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

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

EITHER

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

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

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

OR

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

Number in Family	Family Income	Number in Family	Family Income	Number in Family	Family Income
One	\$ 838.54	Four	\$1,713.54	Seven	\$2,588.54
Two	\$1,130.21	Five	\$2,005.21	Eight	\$2,880.21
Three	\$1,421.88	Six	\$2,296.88	Each Add'l Person	\$ 291.87

OR

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

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

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

Law Offices of Sharon Lybeck Hartmann
Independent Administrator
3580 Wilshire Blvd., Suite 2020
Los Angeles, CA 90010
Fax: 213-637-8658

2. If you seek a fee waiver because you are receiving financial assistance, you will need to fill out items 1-3 on the Fee Waiver Form.

If you seek a fee waiver because of the number of persons in your family and your family’s gross monthly income, you will need to fill out items 1, 2, 4, 6, and 7 on the Fee Waiver Form.

If you seek a fee waiver because your income is not enough to pay for the common necessities of life and the fees of the arbitration, you will need to fill out items 1-2, and 5-10 on the Fee Waiver Form.

3. When you return a copy of the Fee Waiver Form to the Independent Administrator, also serve a copy on the Respondent(s). Send it to the same address you used to serve your “Demand for Arbitration.” The Independent Administrator, Respondent(s), and counsel shall keep the information provided on the Fee Waiver Form confidential
4. Health Plan is entitled to file a response to your request for a fee waiver. The Independent Administrator will make a decision about your request for a fee waiver within fifteen days of the date you sent your Fee Waiver Form and notify both you and the Respondent(s).

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

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

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

All information on this form is kept confidential.

My Name _____

Arbitration Name _____

Arbitration Number _____ Date _____

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

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

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

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

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

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

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

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

____ **Food Stamps:** The Food Stamps program.

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

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

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

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

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

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

I declare under penalty of perjury, under the laws of the State of California that the information provided on this form and all attachments are complete, true and correct. I waive any claim I may have based on Kaiser Foundation Health Plan, Inc., paying the Neutral Arbitrator’s fees.

Type or Print Name	Signature	Date
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6. _____ My pay changes considerably from month to month.

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

7. Monthly Income

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

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

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

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

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

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

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

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

f. Number of persons living in my home: _____

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

Name	Age	Relationship	Gross Monthly Income

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

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

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

a. Cash \$ _____

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

- i. _____ \$ _____
- ii _____ \$ _____
- iii _____ \$ _____

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

Property	Fair Market Value	Loan Balance
1.		
2.		

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

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

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

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

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

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

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

m. Other expenses (specify):

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

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

10. Other facts that support this application:

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

EXHIBIT J

Lists of all Awards to Claimants

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List of All Awards to Claimants

Case Number (not actual OIA case number)	Amounts of Awards	Month/Year
1	\$12,500.00	10/99
2	\$6,560.00	12/99
3	\$30,000.00	02/00
4	\$202,740.00	03/00
5	\$175,000.00	03/00
6	\$17,706.76	04/00
7	\$10,000.00	04/00
8	\$109,773.06	04/00
9	\$25,000.00	05/00
10	\$125,000.00	05/00
11	\$5,594,605.00	06/00
12	\$20,202.58	06/00
13	\$125,000.00	06/00
14	\$96,000.00	06/00
15	\$176,500.00	06/30
16	\$17,000.00	07/00
17	\$75,627.00	07/00
18	\$427,110.00	07/00
19	\$442,400.00	07/00
20	\$200,000.00	08/00
21	\$201,572.00	08/00
22	\$28,900.00	09/00
23	\$25,000.00	09/00
24	\$37,950.00	09/00
25	\$311,362.39	09/00
26	\$200,000.00	10/00
27	\$40,000.00	10/00
28	\$110,738.00	10/00
29	\$165,832.00	10/00
30	\$59,817.25	11/00
31	\$8,120.00	11/00
32	\$30,975.00	11/00

Case Number (not actual OIA case number)	Amounts of Awards	Month/Year
33	\$251,440.00	11/00
34	\$175,000.00	12/00
35	\$271,000.00	12/00
36	\$340,000.00	12/00
37	\$53,500.00	12/00
38	\$160,000.00	12/00
39	\$375,000.00	01/01
40	\$2,850.00	01/01
41	\$11,163.00	01/01
42	\$61,489.00	01/01
43	\$250,000.00	02/01
44	\$2,500.00	02/01
45	\$79,000.00	02/01
46	\$79,047.60	02/01
47	\$175,000.00	03/01
48	\$316,338.00	03/01
49	\$96,560.00	03/01
50	\$8,000.00	03/01
51	\$1,100,000.00	03/01
52	\$25,000.00	04/01
53	\$7,052.00	05/01
54	\$45,000.00	05/01
55	\$72,000.00	05/01
56	\$175,000.00	06/01
57	\$85,000.00	06/01
58	\$95,000.00	06/01
59	\$80,842.00	07/01
60	\$2,700.00	07/01
61	\$70,000.00	08/01
62	\$996,100.00	08/01
63	\$29,165.00	08/01
64	\$80,000.00	08/01
65	\$3,841.00	09/01
66	\$8,524.32	10/01
67	\$2,750.00	10/01
68	\$504,309.72	10/01

Case Number (not actual OIA case number)	Amounts of Awards	Month/Year
69	\$100,000.00	10/01
70	\$175,000.00	10/01
71	\$50,000.00	10/01
72	\$22,500.00	11/01
73	\$261,916.00	11/01
74	\$22,500.00	11/01
75	\$75,000.00	11/01
76	\$250,000.00	11/01
77	\$375,000.00	12/01
78	\$194,000.00	12/01
79	\$479,794.98	12/01
80	\$17,000.00	12/01
81	\$186,939.92	12/01
82	\$10,000.00	12/01
83	\$30,000.00	12/01
84	\$87,170.07	12/01

EXHIBIT K

**BYLAWS OF THE KAISER FOUNDATION HEALTH
PLAN ARBITRATION OVERSIGHT BOARD**

EXHIBIT K

**BYLAW
OF
THE KAISER FOUNDATION HEALTHPLAN
ARBITRATION OVERSIGHT BOARD**

**ARTICLE I.
GENERAL TERMS**

1.1 **Name.** The name of the unincorporated association is The Kaiser Foundation Health Plan Arbitration Oversight Board (the “Association”).

1.2 **Filing of Statement of Unincorporated Association.** Kaiser Foundation Health Plan, Inc. (“Health Plan”) has caused to be filed, in the office of the Secretary of State of the State of California, the Association’s Statement of Unincorporated Association on _____, 2001 (the “Charter”).

1.3 **Mailing Address.** The Association’s mailing address shall be:

Kaiser Foundation Health Plan Arbitration Oversight Board
C/O David Werdegar, M.D., Chair
P.O. Box 22395
San Francisco, California 94112.

The mailing address may be changed from time to time as determined by the Association.

1.4 **Purpose, Scope, Structure and Objectives.**

The sole purpose of the Association is to engage in the functions described in this Section 1.4 (the “Oversight”).

The Association shall set policy for and oversee the independent administration of the Kaiser Permanente Mandatory Arbitration System (the “Arbitration System”). The members of the Association shall constitute an oversight board (the “Board”), which shall be constituted and operated as provided in these bylaws.

The scope of the Oversight shall entail the following: (i) ensuring that the Arbitration System is fair, speedy, cost-effective and protects the privacy interests of the users of the Arbitration System; (ii) continuously improving the Arbitration System and the experience of the users of the Arbitration System; (iii) regularly reviewing the rules guiding the Arbitration System and revising them as needed in light of experience and evaluations; (iv) reviewing and evaluating the performance of the Office of the Independent Administrator (“OIA”) of the Arbitration System and participating in contract negotiations with the OIA; (v) reviewing where pertinent the operation of Kaiser Foundation Health Plan’s pre-arbitration procedures; (vi) offering recommendations to the Plan for possible improvements in those procedures; and (vii) periodically reporting on the state of the Arbitration System to Kaiser Foundation Health Plan and Hospitals and the Permanente Medical Groups for the benefit of Health Plan members and other interested parties.

The Association shall be a not-for-profit entity and shall administer funds for operating expenses of the Board using proceeds from the Kaiser Foundation Health Plan Arbitration Oversight Board Trust (the “Trust”). The Trust shall be funded by Health Plan in accordance with an annual memorandum of understanding, as provided in Section 2.7.

1.5 **Term of Association.** The term of the Association shall commence at the time of the filing of the Charter pursuant to Section 1.2, and shall continue until December 31, 2031, unless earlier dissolved in accordance with Article 5.

1.6 **Filings of Other Certificates.** The Association or its authorized agents shall cause to be executed, filed and published all such certificates, notices, statements or other instruments, and amendments thereto under the laws of the State of California and other applicable jurisdictions as the Association may deem necessary or advisable for the formation and operation of the Association.

**ARTICLE II.
MANAGEMENT**

2.1 **Oversight Board.**

(a) **Authority.** The Board shall have the sole responsibility, authority and control over the management, conduct and operation and affairs of the Association, except as delegated by the Board or as otherwise provided herein.

(b) **Composition of the Board.** The Board shall be comprised of not more than 13 members. Members shall be selected so as to reflect a diversity of perspectives on the Arbitration System. The following are examples of perspectives that shall be reflected at all times, to the extent possible:

- Kaiser Permanente members
- Kaiser Permanente health care professionals
- Employers providing Kaiser Permanente coverage to employees
- Consumer advocacy
- Labor organizations
- Plaintiff's medical malpractice bar
- Defense medical malpractice bar
- Health Plan.

In the discretion of the Board, members may also be selected to reflect other appropriate perspectives or on account of their independent public stature.

(c) **Nomination and Election of Board Members.** The first members of the Board shall be appointed by the Chair in conformance with Section 2.1(b). Except in the case of the member representing the perspective of Health Plan, upon the resignation, removal or expiration of the term of a Board member, the Chair and the Vice-Chair shall nominate a replacement Board member who, to the extent possible, will maintain the diversity of perspectives described in Section 2.1(b). Health Plan shall nominate a Board member to replace the member reflecting the perspective of Health Plan upon the resignation, removal or expiration of his or her term. Members whose terms have expired may be nominated for additional terms.

(d) **Term of Board Membership.** The Chair shall have an initial term of office of 3 years. So as to achieve staggered terms of office, the remaining 12 initial members shall be divided into three groups of four, with one group having an initial term of office of three years, the second group having a term of office of four years and the third group having a term of office of five years. At the initial meeting of the Board, the initial members shall be assigned their terms of office by lot. Following the initial terms, all members, including the Chair, shall have terms of three years. In the event that any member fails to complete a term of office, the replacement board member shall serve

the remaining term of the replaced member and shall thereafter have a three-year term if re-elected by the Board.

(e) **Removal of Board Members.** Board members may be removed from the Board, with or without cause, upon the vote of two thirds of the members of the Board.

2.2 Nontransferability of Board Membership. Board membership shall not be transferable.

2.3 Meetings of the Board.

(a) **Regular Meetings.** The Board shall hold regular meetings at such times and places as are duly called and approved by the Board. Notices shall not be required with respect to regular meetings of the Board.

(b) **Special Meetings.** The Chair may call a special meeting of the Board in his discretion at any time. The Chair shall call a special meeting of the Board if so requested by three Board members. The Chair shall provide to each member of the Board at least five business days' advance written notice of such special meeting. Presence at a meeting shall constitute waiver of notice. Members may also waive notice of a special meeting by a written waiver, which shall be filed with the minutes of the meeting.

(c) **Telephonic Meetings.** Any meeting of the Board may be held by conference telephone call or through similar communications equipment which allows Board members participating in the meeting to hear one another. Participation in any such telephonic meeting shall constitute presence in person at such meeting.

(d) **Written Consents.** Any action required or permitted to be taken at a meeting of the Board may be taken without a meeting if the Board unanimously consents thereto in writing. Any such written consents shall be filed with the minutes of the proceedings of the Board.

(e) **Voting; Quorum.** Each member of the Board shall be entitled to one vote. A quorum of the Board shall be a majority of the members of the Board at the time of a Board meeting. A quorum must be present at the time of the vote in order for valid Board action to be taken. Votes must be cast in person, and proxy voting is not permitted.

(f) **Requirements for Board Action on Rules of the Arbitration System.** All actions of the Board directly affecting the rules of the Arbitration System, including the adoption, amendment or deletion of any rule and any modification or repeal of the voting requirement of this paragraph (f), shall require (i) the affirmative vote of 2/3 of the members of the Board at the time of the action, and (ii) the affirmative vote of a majority of non-Kaiser members of the Board. For this purpose, the non-Kaiser members of the Board shall be all members other than the member appointed by Health Plan, the member reflecting the perspective of the defense medical malpractice bar and any member employed by a Kaiser Permanente entity at the time of the action.

(g) **Requirements for Board Action on Matters other than Rules of the Arbitration System.** Except as otherwise provided in section 2.1(e) and section 2.3(f), all actions of the Board shall require the affirmative vote of a majority of the members of the Board at the time of such action.

(h) **Minutes.** The Board shall keep regular minutes of all of its meetings and shall file them with the official records of the Association.

2.4 Officers of the Association.

(a) Chair of the Board. The Chair of the Board shall preside at all meetings of the Board and shall appoint a Vice-Chair, who shall preside in the absence of the Chair. Both the Chair and Vice-Chair shall be Board members. The first Chair shall be selected by Health Plan. The successor to the first Chair and each subsequent successor shall be nominated by the then-current Chair and Vice-Chair jointly with Health Plan and shall be approved by the members of the Board. The Chair may serve successive terms.

(b) Secretary. The Board shall appoint a capable and qualified individual or organization to serve as the Secretary of the Association. The Secretary shall report to the Chair and shall perform such clerical and administrative duties as the Chair shall direct.

(c) Other Personnel. The Board may authorize the hiring of employees or contracting for services and other necessary personnel from time to time in conformity with procedures and policies adopted or approved by the Board and consistent with the Oversight.

2.5 Board Compensation.

(a) Chair of the Board. The Chair of the Board shall receive an annual stipend, payable in equal monthly installments, regardless of the number of meetings of the Board. The initial stipend of the Chair shall be as agreed in writing between Health Plan and the Chair, which shall remain in effect for a three-year term as specified in the writing. The stipend of the Chair for periods thereafter shall be subject to the approval of the Board. The Chair shall not be an employee of the Association.

(b) Board Members. Board members, other than the Chair of the Board, shall receive a stipend per meeting of the Board or committee thereof, regardless of whether such meeting is a physical meeting or telephonic meeting. Board members shall be reasonably available outside of Board meetings without compensation for informal consultation regarding the affairs of the Association.

(c) Board Expenses. The Board members, including the Chair of the Board, shall be paid their reasonable expenses, if any, incurred in connection with the activities of the Association, including the reasonable expenses of attendance at each meeting of the Board.

2.6 Board Committees. The Board may establish one or more committees, each committee to consist of one or more of the Board members. The Board may designate one or more members as alternate members of any committee, who may replace any member who is unable to participate at any meeting of the committee. Any committee shall have all the powers and authority delegated to it by the Board. Committee meetings and action shall be governed by the procedures outlined in Section 2.3.

2.7 Memorandum of Understanding. Not later than October 1 of each year, the Chair or his designee shall present detailed information to Health Plan regarding the Association's expense budget for the succeeding year and shall use his or her best efforts to reach an agreement with Health Plan regarding the budget. The Association and Health Plan will enter into an annual memorandum of understanding by December 31, which memorandum will set forth the time and amounts of Health Plan's contributions to the Trust for the purpose of funding the Association's budgeted expenses for the succeeding calendar year.

**ARTICLE III.
INDEMNIFICATION AND INSURANCE**

Each Board member and the Secretary and any other personnel of the Association (each, an “Indemnified Person”), shall not be liable, responsible or accountable in damages or otherwise to the Association for any act or omission performed or omitted by such Indemnified Person (i) in good faith on behalf of the Association, (ii) in a manner reasonably believed by the Indemnified Person to be within the scope of the authority granted in accordance with these bylaws, and (iii) in a manner not constituting willful misconduct or gross negligence. Pursuant to a separate agreement, Health Plan shall indemnify, defend and hold harmless Indemnified Persons for any such acts or omissions, and for any acts or omissions not meeting such requirements to the extent that a court determines that in view of all the circumstances of the case, such Indemnified Person is fairly and reasonably entitled to indemnification for those expenses which the court deems proper. Such indemnification shall include advancement of reasonable legal defense costs incurred, including, without limitation, those incurred prior to any judgment. The Association or Health Plan shall purchase and maintain insurance, to the extent and in such amounts as the Board or Health Plan shall deem reasonable, on behalf of any of the Indemnified Persons and such other persons as the Board shall determine, against any liability that may be asserted against or losses or expenses that may be incurred by any such person in connection with the activities of the Association or such persons, regardless of whether the Association would have the power to indemnify such person against such liability under this Article 3. The indemnification and insurance provided under this Article may not be canceled or materially altered without 30 days advance notice to all Board members.

**ARTICLE IV.
ACCOUNTING, RECORDS AND REPORTS**

- 4.1 **Fiscal Year.** The fiscal year of the Association shall be the calendar year.
- 4.2 **Books and Records.** The Secretary or its designee shall maintain proper and complete records and books of account of the Association.
- 4.3 **Progress and Other Reports.** At the conclusion of each fiscal year, the Board shall prepare a report describing the progress toward achieving the goals of the Oversight, as provided in Section 1.4 of these By-Laws.
- 4.4 **Audit.** No less than every three years, a financial audit of the affairs of the Association shall be undertaken and shall be made available to Health Plan. The auditing firm shall be selected by Health Plan.
- 4.5 **Inspection.** All Board members shall have the right to inspect the books and records of the Association upon reasonable notice to the Association.

**ARTICLE V.
DISSOLUTION AND TERMINATION**

- 5.1 **Termination by Board Vote.** The Association may be terminated upon the vote of the Board, provided, however, that no vote to terminate the Association will be valid without the approval of the member reflecting the perspective of Health Plan.

**ARTICLE VI.
MISCELLANEOUS PROVISIONS**

6.1 **Notices.** Any written notice or communication to any of the Board members required or permitted under these bylaws shall be deemed to have been duly given and received (i) on the date of service, if served personally or sent by telex or facsimile transmission to the member at the facsimile number set forth in the records of the Association, or (ii) on the third business day after mailing, if mailed by first class registered or certified mail, postage prepaid, and addressed to the member at the address set forth in the records of the Association, or (iii) on the next day, if sent by a nationally recognized courier for next day service and addressed to the party to whom notice is to be given at the address set forth in the records of the Association. Notices to the Association shall be similarly given and addressed to it at its principal place of business.

6.2 **Confidentiality.** Except as otherwise required by applicable law or as allowed by a policy adopted by the Board, no Board member shall disclose any information regarding the Association or the Oversight without obtaining the prior approval of the Board.

6.3 **Amendments.** These bylaws may be amended or restated in their entirety by action of the Board as provided in Section 2.3(f) and (g).

EXHIBIT L

Party & Attorney Evaluations of Neutral Arbitrators -- Forms and Analyses

EXHIBIT L

Party or Attorney Evaluation of Neutral Arbitrator

Instructions: In accordance with Rule 49 of the *Rules for Kaiser Permanente Member Arbitrations Overseen by the Office of Independent Administrator*, we ask that you complete the enclosed anonymous evaluation. It will be placed in the folder of the neutral arbitrator who handled your case and copies of it will be sent to other parties who are considering using your neutral arbitrator in the future. We ask for comments where you have them and are glad to receive any that you have the time to offer. Please feel free to add sheets if you need additional space. A stamped, self-addressed envelope is included for your convenience. Please send your response to the address below in the enclosed self-addressed envelope. Thanks for your help.

Office of Independent Administrator
3580 Wilshire Boulevard, Suite 2020
Los Angeles, California 90010

I am the Claimant _____ OR

I am the attorney who represented _____ the Claimant OR _____ the Respondent

This claim was:

- _____ Withdrawn
- _____ Settled
- _____ Dismissed by the Neutral Arbitrator
- _____ Decided by a Motion for Summary Judgment
- _____ Decided After a Hearing:
 - _____ For Claimant
 - _____ For Respondent
- _____ Other - please specify: _____

Type of injury:

- _____ Medical Malpractice
- _____ Benefits
- _____ Third Party Lien
- _____ Premises Liability
- _____ Other Tort
- _____ Other - please specify _____

Neutral Arbitrator-s Name _____
_____ Chosen Jointly OR _____ Chosen through Strike and Rank Process

On the scale below, please rank your experiences with your Neutral Arbitrator. Please circle the number that applies. If the statement does not apply to your case, please circle the AN/A@ which appears at the right-hand side. We ask for your comments where you have time and inclination.

1. The neutral arbitrator was impartial and treated all parties fairly.

5	4	3	2	1	N/A
Agree				Disagree	

Please comment: _____

2. The neutral arbitrator treated all parties with respect.

5	4	3	2	1	N/A
Agree				Disagree	

Please comment: _____

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

5	4	3	2	1	N/A
Agree				Disagree	

Please comment: _____

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

5	4	3	2	1	N/A
Agree				Disagree	

Please comment: _____

5. The neutral arbitrator explained procedures and decisions clearly.

5	4	3	2	1	N/A
Agree				Disagree	

Please comment: _____

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

5	4	3	2	1	N/A
Agree				Disagree	

Please comment: _____

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

5	4	3	2	1	N/A
Agree				Disagree	

Please comment: _____

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

5	4	3	2	1	N/A
Agree				Disagree	

Please comment: _____

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

5	4	3	2	1	N/A
Agree				Disagree	

Please comment: _____

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

5	4	3	2	1	N/A
Agree				Disagree	

Please comment: _____

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

5	4	3	2	1	N/A
Agree				Disagree	

Please comment: _____

**ANALYSIS OF ALL EVALUATIONS
THE OIA HAS RECEIVED**

OIA - Party Evaluation / Total Counts

Report Date Range: 1/1/00 through 12/31/01

General Counts

	<u>Sent</u>	<u>Received</u> (including 132 blanks)
Cnt Evaluations	2,354	1,074
Cnt of Pro Pers	344	63
Cnt of Claimant Counsel	833	304
Cnt of Respondents	1,177	668
Cnt Anonymous		39

Counts of Received

<u>Blanks</u>		<u>By Disposition</u>	
Cnt Blank	132	Cnt Disp Withdrawn	182
Cnt Blank and Settled or Withdrawn Early	68	Cnt Disp Settled	422
		Cnt Disp Dismissed by NA	28
		Cnt Disp MSJ	120
		Cnt Disp Hearing Claimant	88
		Cnt Disp Hearing Respondent	140
		Cnt Disp Hearing	5
		Cnt Disp Other	4

<u>Comments</u>		<u>By Method Arbitrator Chosen</u>	
Cnt NoComments	557	Cnt JOINT	346
Cnt Any Comments	385	Cnt STRIKE	534
Cnt All POS	116		
Cnt All NEG	105		
Cnt All BOTH	50		
Cnt All N/A	114		

**ANALYSIS OF EVALUATIONS
THE OIA HAS RECEIVED IN 2001**

OIA - Party Evaluation / 2001 Counts

Report Date Range: 1/1/01 through 12/31/01

General Counts

	<u>Sent</u>	<u>Received</u> (including 49 blanks)
Cnt Evaluations	1,244	635
Cnt of Pro Pers	174	37
Cnt of Claimant Counsel	448	186
Cnt of Respondents	622	390
Cnt Anonymous		22

Counts of Received

<u>Blanks</u>		<u>By Disposition</u>	
Cnt Blank	49	Cnt Disp Withdrawn	107
Cnt Blank and Settled or Withdrawn Early	19	Cnt Disp Settled	239
		Cnt Disp Dismissed by NA	19
		Cnt Disp MSJ	76
		Cnt Disp Hearing Claimant	47
		Cnt Disp Hearing Respondent	84
		Cnt Disp Hearing	4
		Cnt Disp Other	4

<u>Comments</u>		<u>By Method Arbitrator Chosen</u>	
Cnt NoComments	350	Cnt JOINT	210
Cnt Any Comments	236	Cnt STRIKE	319
Cnt All POS	72		
Cnt All NEG	58		
Cnt All BOTH	29		
Cnt All N/A	77		

OIA - Claimant and Attorney Evaluations of Neutrals; Statistical Summary of 2001 Responses

As of 12/31/01

Claimant or Respondent?	Evals Rcvd	Comments						Fair	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9	Q10	Q11	Cnt/ Avg
		Any Comm.	No Comm.	All POS	All NEG	MIXED	All N/A's												
Unidentified Count	22	6	16	1	1	1	3	14	15	15	15	15	14	14	15	14	14	14	14
Unidentified Average								4.5	4.7	4.5	4.6	4.5	4.8	5.0	5.0	4.9	4.6	4.5	4.7
Unidentified Median								5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Unidentified Mode								5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Claimant Attorney Count	186	85	101	26	16	10	33	168	168	167	166	165	162	158	162	151	152	161	
Claimant Attorney Average								4.5	4.7	4.8	4.7	4.6	4.5	4.4	4.5	4.7	4.6	4.4	4.6
Claimant Attorney Median								5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Claimant Attorney Mode								5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Pro Per Count	37	24	13	3	12	5	4	34	32	32	32	32	31	31	30	26	25	31	
Pro Per Average								3.5	4.1	4.6	4.1	4.0	3.4	3.6	4.5	4.3	3.3	3.1	3.9
Pro Per Median								5.0	5.0	5.0	5.0	5.0	5.0	4.0	5.0	5.0	4.0	3.0	5.0
Pro Per Mode								5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Respondent Count	390	121	269	42	29	13	37	359	357	357	354	356	356	351	349	337	336	342	
Respondent Average								4.7	4.9	4.6	4.8	4.7	4.6	4.6	4.7	4.8	4.7	4.5	4.7
Respondent Median								5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Respondent Mode								5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Total Count	635	236	399	72	58	29	77	575	572	571	567	568	563	554	556	528	527	548	
Total Average								4.6	4.8	4.7	4.7	4.6	4.5	4.5	4.6	4.8	4.6	4.4	4.6
Total Median								5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Total Mode								5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0

**ANALYSIS OF EVALUATIONS
THE OIA RECEIVED IN 2000**

OIA - Party Evaluation / 2000 Counts

Report Date Range: 1/1/00 through 12/31/00

General Counts

	<u>Sent</u>	<u>Received</u> (including 83 blanks)
Cnt Evaluations	1,110	439
Cnt of Pro Pers	170	26
Cnt of Claimant Counsel	385	118
Cnt of Respondents	555	278
Cnt Anonymous		17

Counts of Received

Blanks

Cnt Blank	83
Cnt Blank and Settled or Withdrawn Early	49

By Disposition

Cnt Disp Withdrawn	75	Cnt Disp Hearing Claimant	41
Cnt Disp Settled	183	Cnt Disp Hearing Respondent	56
Cnt Disp Dismissed by NA	9	Cnt Disp Hearing	1
Cnt Disp MSJ	44	Cnt Disp Other	0

Comments

Cnt NoComments	207
Cnt Any Comments	149
Cnt All POS	44
Cnt All NEG	47
Cnt All BOTH	21
Cnt All N/A	37

By Method Arbitrator Chosen

Cnt JOINT	136
Cnt STRIKE	215

EXHIBIT M

Neutral Arbitrator Evaluation of OIA Procedures and Rules -- Forms and Analyses

EXHIBIT M

Questionnaire for Neutral Arbitrators

Instructions: In accordance with Rule 48 of the *Rules for Kaiser Permanente Member Arbitrations Overseen by the Office of Independent Administrator*, we ask that you complete the enclosed questionnaire about the arbitration named below. Your answers will be used to evaluate and make changes in the OIA system. We ask for comments and are glad to receive any that you have to offer. Please feel free to add sheets if you need additional space. A stamped, self-addressed envelope is enclosed for your convenience. Please send the returned form to the address below in the enclosed self-addressed, stamped envelope. Thanks for your help.

Office of Independent Administrator
3580 Wilshire Boulevard, Suite 2020
Los Angeles, California 90010

Arbitration Name:

Arbitration Number:

This claim was:

- Withdrawn
- Settled
- Dismissed by the Neutral Arbitrator
- Decided After a Motion for Summary Judgment
- Decided After a Hearing

On the scale below, please rank your experiences in this matter. Please circle the number that applies. If the statement does not apply to your case, please circle the ANA® which appears at the right-hand side. We ask for your comments where you have time and inclination.

1. In this case, I thought the procedures set out in the *Rules for Kaiser Permanente Members Arbitrations Overseen by the Office of Independent Administrator* worked well.

5	4	3	2	1	NA
Agree				Disagree	

Please comment: _____

2. Based on my experience in this case, I would participate in another arbitration in the system administered by the Office of Independent Administrator.

5	4	3	2	1	NA
Agree				Disagree	

Please comment: _____

3. In this case, the Office of Independent Administrator accommodated my questions and concerns.

5	4	3	2	1	NA
Agree				Disagree	

Please comment: _____

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

- | | |
|---|---|
| <input type="checkbox"/> manner of neutral arbitrator-s appointment | <input type="checkbox"/> the system-s rules overall |
| <input type="checkbox"/> early management conference | <input type="checkbox"/> hearing within 18 months |
| <input type="checkbox"/> availability of expedited procedures | <input type="checkbox"/> availability of complex/extraordinary procedures |
| <input type="checkbox"/> award within 10 days of hearing | <input type="checkbox"/> other (please describe): |
| <input type="checkbox"/> claimant-s ability to have respondent | |
| <input type="checkbox"/> pay cost of neutral arbitrator | |

Please comment: _____

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

- | | |
|---|---|
| <input type="checkbox"/> manner of neutral arbitrator-s appointment | <input type="checkbox"/> the system-s rules overall |
| <input type="checkbox"/> early management conference | <input type="checkbox"/> hearing within 18 months |
| <input type="checkbox"/> availability of expedited procedures | <input type="checkbox"/> availability of complex/extraordinary procedures |
| <input type="checkbox"/> award within 10 days of hearing | <input type="checkbox"/> other (please describe): |
| <input type="checkbox"/> claimant-s ability to have respondent | |
| <input type="checkbox"/> pay cost of neutral arbitrator | |

Please comment: _____

6. Have you had experience with a similar case in Superior Court? Yes No

If yes, what was your role? _____

If yes, was your experience in this system with this case:

better worse about the same?

Please comment: _____

7. Please give us any suggestions you may have for improving the communications with our office.

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

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

**ANALYSIS OF ALL EVALUATIONS
THE OIA HAS RECEIVED**

NA Questionnaire / Count by Disposition - Total Responses

Disposition	Count
Decided After Hearing	203
Decided After MSJ	146
Dismissed by NA	31
Settled	410
Withdrawn	161
Unidentified	13
No Questions Answered	84
Total Returned	1048
Total Mailed	1177

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

Disp. Count	Disposition	Q1	Comments			Q2	Comments			Q3	Comments		
			Q1 POS	Q1 NEG	Q1 BOTH		Q2 POS	Q2 NEG	Q2 BOTH		Q3 POS	Q3 NEG	Q3 BOTH
203	Decided After Hearing Count	201	11	4	4	202	9	3	1	195	8	0	0
	Decided After Hearing Average	4.7				4.9				4.9			
	Decided After Hearing Median	5.0				5.0				5.0			
	Decided After Hearing Mode	5.0				5.0				5.0			
	Decided After Hearing Min	1.0				1.0				3.0			
	Decided After Hearing Max	5.0				5.0				5.0			
146	Decided After MSJ Count	142	1	9	0	143	1	1	0	138	3	1	0
	Decided After MSJ Average	4.7				4.9				4.9			
	Decided After MSJ Median	5.0				5.0				5.0			
	Decided After MSJ Mode	5.0				5.0				5.0			
	Decided After MSJ Min	1.0				2.0				1.0			
	Decided After MSJ Max	5.0				5.0				5.0			
31	Dismissed by NA Count	30	1	0	0	29	0	1	0	30	2	0	0
	Dismissed by NA Average	4.7				4.8				5.0			
	Dismissed by NA Median	5.0				5.0				5.0			
	Dismissed by NA Mode	5.0				5.0				5.0			
	Dismissed by NA Min	3.0				1.0				4.0			
	Dismissed by NA Max	5.0				5.0				5.0			
410	Settled Count	397	13	6	1	394	7	3	0	384	8	4	0
	Settled Average	4.7				4.9				4.9			
	Settled Median	5.0				5.0				5.0			
	Settled Mode	5.0				5.0				5.0			
	Settled Min	1.0				1.0				1.0			
	Settled Max	5.0				5.0				5.0			
161	Withdrawn Count	150	3	5	1	151	2	2	0	145	4	0	0
	Withdrawn Average	4.8				4.9				4.9			
	Withdrawn Median	5.0				5.0				5.0			
	Withdrawn Mode	5.0				5.0				5.0			
	Withdrawn Min	2.0				2.0				3.0			
	Withdrawn Max	5.0				5.0				5.0			
13	BLANK Count	11	0	0	0	11	0	0	0	11	0	0	0
	BLANK Average	4.5				4.9				4.9			
	BLANK Median	5.0				5.0				5.0			
	BLANK Mode	5.0				5.0				5.0			
	BLANK Min	3.0				4.0				4.0			
	BLANK Max	5.0				5.0				5.0			
964	Total Count	931	29	24	6	930	19	10	1	903	25	5	0
	Total Average	4.7				4.9				4.9			
	Total Median	5.0				5.0				5.0			
	Total Mode	5.0				5.0				5.0			
	Total Min	1.0				1.0				1.0			
	Total Max	5.0				5.0				5.0			

NA Questionnaire / Count of Questions 4-5

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

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

Report Date Range: 1/1/2000 through 12/31/2001

		4. Worked Well	5. Needs Change/Improvement
a.)	manner of neutral arbitrator's appointment	693	17
b.)	early management conference	734	21
c.)	availability of expedited procedures	257	5
d.)	award within 10 days of hearing	193	62
e.)	claimant's ability to have respondent pay cost of neutral arbitrator	349	22
f.)	the system's rules overall	574	20
g.)	hearing within 18 months	321	23
h.)	availability of complex/extraordinary procedures	53	8
Other)		8	26
COMMENTS:	Positive	52	35
	Negative	23	80
	Both	2	4

NA Questionnaire / Results of Question 6

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

If yes, what was your role?

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

Report Date Range:
1/1/2000 through 12/31/2001

<u>Role</u>	<u>CntO6a is Yes</u>	<u>Cnt Better</u>	<u>Cnt Worse</u>	<u>Cnt Same</u>	<u>Cnt BLANK</u>
	21	9	1	6	5
<i>6b BLANK</i>	31	14	1	13	3
<i>Attorney</i>	129	64	6	48	11
<i>Judge</i>	390	125	4	218	43
<i>Mediator</i>	15	5	0	9	1
<i>Neutral Arbitrator</i>	67	30	0	34	3
<i>Party Arbitrator</i>	1	0	0	1	0
<i>Referee</i>	1	0	0	1	0

NA Questionnaire / Results of Question 6

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

If yes, what was your role?

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

Report Date Range:
1/1/2000 through 12/31/2001

<u>Role</u>	<u>CntQ6a is Yes</u>	<u>Cnt Better</u>	<u>Cnt Worse</u>	<u>Cnt Same</u>	<u>Cnt BLANK</u>
TOTALS	655	247	12	330	66

NA Questionnaire / Post Analysis (Out of Total - 1048)

Report Date Range: 1/1/2000 through 12/31/2001

1. Anything positive		214
2. Time for final decision must be greater than 10 days		68
3. System encourages settlement/early settlement		30
4. System needs help for pro pers		40
5. Any negative remarks		172
6. Asked for e-mail		13
7. Approved/Disapproved faxing	Approved:	4
	Disapproved:	0
8. NO comments at all		497
9. Problems collecting money owed to them by	Claimant:	3
	Kaiser:	8
	Both:	3
10. Have OIA include claimant's demand		14
11. Want way beyond voicemail to contact OIA		21
12. Improve notification of settlement		4

**ANALYSIS OF EVALUATIONS
THE OIA RECEIVED IN 2001**

NA Questionnaire / Count by Disposition - 2001 Responses

Disposition	Count
Decided After Hearing	103
Decided After MSJ	82
Dismissed by NA	18
Settled	203
Withdrawn	79
Unidentified	6
No Questions Answered	60
Total Returned	551
Total Mailed	622

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

Disp. Count	Disposition	Q1	Comments			Q2	Comments			Q3	Comments		
			Q1 POS	Q1 NEG	Q1 BOTH		Q2 POS	Q2 NEG	Q2 BOTH		Q3 POS	Q3 NEG	Q3 BOTH
203	Decided After Hearing Count	201	11	4	4	202	9	3	1	195	8	0	0
	Decided After Hearing Average	4.7				4.9				4.9			
	Decided After Hearing Median	5.0				5.0				5.0			
	Decided After Hearing Mode	5.0				5.0				5.0			
	Decided After Hearing Min	1.0				1.0				3.0			
	Decided After Hearing Max	5.0				5.0				5.0			
146	Decided After MSJ Count	142	1	9	0	143	1	1	0	138	3	1	0
	Decided After MSJ Average	4.7				4.9				4.9			
	Decided After MSJ Median	5.0				5.0				5.0			
	Decided After MSJ Mode	5.0				5.0				5.0			
	Decided After MSJ Min	1.0				2.0				1.0			
	Decided After MSJ Max	5.0				5.0				5.0			
31	Dismissed by NA Count	30	1	0	0	29	0	1	0	30	2	0	0
	Dismissed by NA Average	4.7				4.8				5.0			
	Dismissed by NA Median	5.0				5.0				5.0			
	Dismissed by NA Mode	5.0				5.0				5.0			
	Dismissed by NA Min	3.0				1.0				4.0			
	Dismissed by NA Max	5.0				5.0				5.0			
410	Settled Count	397	13	6	1	394	7	3	0	384	8	4	0
	Settled Average	4.7				4.9				4.9			
	Settled Median	5.0				5.0				5.0			
	Settled Mode	5.0				5.0				5.0			
	Settled Min	1.0				1.0				1.0			
	Settled Max	5.0				5.0				5.0			
161	Withdrawn Count	150	3	5	1	151	2	2	0	145	4	0	0
	Withdrawn Average	4.8				4.9				4.9			
	Withdrawn Median	5.0				5.0				5.0			
	Withdrawn Mode	5.0				5.0				5.0			
	Withdrawn Min	2.0				2.0				3.0			
	Withdrawn Max	5.0				5.0				5.0			
13	BLANK Count	11	0	0	0	11	0	0	0	11	0	0	0
	BLANK Average	4.5				4.9				4.9			
	BLANK Median	5.0				5.0				5.0			
	BLANK Mode	5.0				5.0				5.0			
	BLANK Min	3.0				4.0				4.0			
	BLANK Max	5.0				5.0				5.0			
964	Total Count	931	29	24	6	930	19	10	1	903	25	5	0
	Total Average	4.7				4.9				4.9			
	Total Median	5.0				5.0				5.0			
	Total Mode	5.0				5.0				5.0			
	Total Min	1.0				1.0				1.0			
	Total Max	5.0				5.0				5.0			

NA Questionnaire / Count of Questions 4-5

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

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

Report Date Range: 1/1/2001 through 12/31/2001

		4. Worked Well	5. Needs Change/ Improvement
a.)	manner of neutral arbitrator's appointment	361	10
b.)	early management conference	396	13
c.)	availability of expedited procedures	140	5
d.)	award within 10 days of hearing	101	34
e.)	claimant's ability to have respondent pay cost of neutral arbitrator	181	12
f.)	the system's rules overall	318	11
g.)	hearing within 18 months	160	13
h.)	availability of complex/extraordinary procedures	36	7
Other)		4	12
COMMENTS:	Positive	16	9
	Negative	13	29
	Both	1	3

NA Questionnaire / Results of Question 6

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

If yes, what was your role?

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

Report Date Range:
1/1/2001 through 12/31/2001

<u>Role</u>	<u>CntO6a is Yes</u>	<u>Cnt Better</u>	<u>Cnt Worse</u>	<u>Cnt Same</u>	<u>Cnt BLANK</u>
	21	9	1	6	5
<i>6b BLANK</i>	3	1	0	2	0
<i>Attorney</i>	71	36	3	29	3
<i>Judge</i>	205	70	2	108	25
<i>Mediator</i>	7	1	0	5	1
<i>Neutral Arbitrator</i>	29	14	0	14	1
<i>Party Arbitrator</i>	1	0	0	1	0
TOTALS	337	131	6	165	35

NA Questionnaire / Post Analysis (Out of Total - 551)

Report Date Range: 1/1/2001 through 12/31/2001

1. Anything positive		88
2. Time for final decision must be greater than 10 days		35
3. System encourages settlement/early settlement		2
4. System needs help for pro pers		17
5. Any negative remarks		71
6. Asked for e-mail		7
7. Approved/Disapproved faxing	Approved:	1
	Disapproved:	0
8. NO comments at all		278
9. Problems collecting money owed to them by	Claimant:	0
	Kaiser:	4
	Both:	1
10. Have OIA include claimant's demand		8
11. Want way beyond voicemail to contact OIA		9
12. Improve notification of settlement		1

**ANALYSIS OF EVALUATIONS
THE OIA RECEIVED IN 2000**

NA Questionnaire / Count by Disposition - 2000 Responses

Disposition	Count
Decided After Hearing	100
Decided After MSJ	64
Dismissed by NA	13
Settled	207
Withdrawn	82
Unidentified	7
No Questions Answered	24
Total Returned	497
Total Mailed	555

NA Questionnaire / Post Analysis (Out of Total - 497)

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

1. Anything positive		126
2. Time for final decision must be greater than 10 days		33
3. System encourages settlement/early settlement		28
4. System needs help for pro pers		23
5. Any negative remarks		101
6. Asked for e-mail		6
7. Approved/Disapproved faxing	Approved:	3
	Disapproved:	0
8. NO comments at all		219
9. Problems collecting money owed to them by	Claimant:	3
	Kaiser:	4
	Both:	2
10. Have OIA include claimant's demand		6
11. Want way beyond voicemail to contact OIA		12
12. Improve notification of settlement		3

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

Disp. Count	Disposition	Q1	Comments			Q2	Comments			Q3	Comments		
			Q1 POS	Q1 NEG	Q1 BOTH		Q2 POS	Q2 NEG	Q2 BOTH		Q3 POS	Q3 NEG	Q3 BOTH
203	Decided After Hearing Count	201	11	4	4	202	9	3	1	195	8	0	0
	Decided After Hearing Average	4.7				4.9				4.9			
	Decided After Hearing Median	5.0				5.0				5.0			
	Decided After Hearing Mode	5.0				5.0				5.0			
	Decided After Hearing Min	1.0				1.0				3.0			
	Decided After Hearing Max	5.0				5.0				5.0			
146	Decided After MSJ Count	142	1	9	0	143	1	1	0	138	3	1	0
	Decided After MSJ Average	4.7				4.9				4.9			
	Decided After MSJ Median	5.0				5.0				5.0			
	Decided After MSJ Mode	5.0				5.0				5.0			
	Decided After MSJ Min	1.0				2.0				1.0			
	Decided After MSJ Max	5.0				5.0				5.0			
31	Dismissed by NA Count	30	1	0	0	29	0	1	0	30	2	0	0
	Dismissed by NA Average	4.7				4.8				5.0			
	Dismissed by NA Median	5.0				5.0				5.0			
	Dismissed by NA Mode	5.0				5.0				5.0			
	Dismissed by NA Min	3.0				1.0				4.0			
	Dismissed by NA Max	5.0				5.0				5.0			
410	Settled Count	397	13	6	1	394	7	3	0	384	8	4	0
	Settled Average	4.7				4.9				4.9			
	Settled Median	5.0				5.0				5.0			
	Settled Mode	5.0				5.0				5.0			
	Settled Min	1.0				1.0				1.0			
	Settled Max	5.0				5.0				5.0			
161	Withdrawn Count	150	3	5	1	151	2	2	0	145	4	0	0
	Withdrawn Average	4.8				4.9				4.9			
	Withdrawn Median	5.0				5.0				5.0			
	Withdrawn Mode	5.0				5.0				5.0			
	Withdrawn Min	2.0				2.0				3.0			
	Withdrawn Max	5.0				5.0				5.0			
13	BLANK Count	11	0	0	0	11	0	0	0	11	0	0	0
	BLANK Average	4.5				4.9				4.9			
	BLANK Median	5.0				5.0				5.0			
	BLANK Mode	5.0				5.0				5.0			
	BLANK Min	3.0				4.0				4.0			
	BLANK Max	5.0				5.0				5.0			
964	Total Count	931	29	24	6	930	19	10	1	903	25	5	0
	Total Average	4.7				4.9				4.9			
	Total Median	5.0				5.0				5.0			
	Total Mode	5.0				5.0				5.0			
	Total Min	1.0				1.0				1.0			
	Total Max	5.0				5.0				5.0			

NA Questionnaire / Count of Questions 4-5

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

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

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

		4. Worked Well	5. Needs Change/Improvement
a.)	manner of neutral arbitrator's appointment	332	7
b.)	early management conference	338	8
c.)	availability of expedited procedures	117	0
d.)	award within 10 days of hearing	92	28
e.)	claimant's ability to have respondent pay cost of neutral arbitrator	168	10
f.)	the system's rules overall	256	9
g.)	hearing within 18 months	161	10
h.)	availability of complex/extraordinary procedures	17	1
Other)		4	14
COMMENTS:	Positive	36	26
	Negative	10	51
	Both	1	1

NA Questionnaire / Results of Question 6

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

If yes, what was your role?

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

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

<u>Role</u>	<u>CntO6a is Yes</u>	<u>Cnt Better</u>	<u>Cnt Worse</u>	<u>Cnt Same</u>	<u>Cnt BLANK</u>
	0	0	0	0	0
<i>6b BLANK</i>	28	13	1	11	3
<i>Attorney</i>	58	28	3	19	8
<i>Judge</i>	185	55	2	110	18
<i>Mediator</i>	8	4	0	4	0
<i>Neutral Arbitrator</i>	38	16	0	20	2
<i>Referee</i>	1	0	0	1	0
TOTALS	318	116	6	165	31

NA Questionnaire / Post Analysis (Out of Total - 497)

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

1. Anything positive		126
2. Time for final decision must be greater than 10 days		33
3. System encourages settlement/early settlement		28
4. System needs help for pro pers		23
5. Any negative remarks		101
6. Asked for e-mail		6
7. Approved/Disapproved faxing	Approved:	3
	Disapproved:	0
8. NO comments at all		219
9. Problems collecting money owed to them by	Claimant:	3
	Kaiser:	4
	Both:	2
10. Have OIA include claimant's demand		6
11. Want way beyond voicemail to contact OIA		12
12. Improve notification of settlement		3

EXHIBIT N

Kaiser Arbitration Oversight Board

March 31, 2002

Ms. Sharon Lybeck Hartmann
Independent Administrator
3580 Wilshire Blvd., Suite 2020
Los Angeles, California 90010

Dear Ms. Hartmann:

The members of the Arbitration Oversight Board received for review a draft copy of the third annual report of the Office of the Independent Administrator (OIA) in early March. The report was discussed at the Board meeting of March 12th.

The Board commends the OIA for its thorough and detailed report on administration of the Kaiser arbitration system. The report provides excellent data on current operation of the arbitration system, compliance with its existing rules, and comparisons with the previous year and nine months of operation. The data presented in the annual report are consistent with those provided by you and your staff at the Board's quarterly meetings.

The Board notes that the principal goals for the Kaiser arbitration system, articulated in the Blue Ribbon Panel report of 1998, are being met. The system is being administered independently. Time lines are being met for expeditious selection of neutral arbitrators and completion of hearings. The system now mainly utilizes single neutral arbitrators, with resulting benefit to the speed and cost of arbitrations. The system for appointing the neutrals utilizes a large pool of qualified arbitrators, effective disclosure requirements and random selection methods. Evaluation of neutral arbitrators and OIA procedures have been conducted and indicate overall satisfaction.

Review of the data provided in the report finds some changes in the past year compared to previous years. In particular, there has been a moderate rise in the number of postponements and disqualifications. This may be due, it was speculated, to a changing mix of cases coming to the OIA. As the arbitration system undergoes transition from the older system to the new, more complex cases that might previously have "opted out" are now administered by the OIA. If true, subsequent years should show stabilization in these trend, as the transition to the OIA system is completed.

Ms. Sharon Lybeck Hartmann
Independent Administrator
March 31, 2002
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The body of information provided by the OIA report provides stimulus for future Board deliberations: What are the best bench marks for following trends in the arbitration system? What further evaluations of the system are necessary? Would surveys of health plan users be useful? Can the system be improved in terms of language accessibility? Can “pre-arbitration” procedures be enhanced? Would modifications in procedures or approaches to arbitration be useful for pro per cases? These and other pertinent questions arising in the course of discussion of the OIA report will be matters for future Board consideration.

The Board is aware that a new code of ethics for neutral arbitrators will be issued by the Judicial Council of California in coming weeks and will become effective July 1, 2002. The Board will work closely with the OIA to assure that the Kaiser arbitration rules are in conformity with the new code. The body of data provided in OIA reports over the past three years will serve as an important baseline for determining the effect of any change in rules on the administration of the arbitration system.

The Arbitration Oversight Board concludes that the report of the OIA, providing detailed information on its operations, reflects the significant progress that has been made in implementing the Blue Ribbon Panel recommendations for the Kaiser arbitration system. The OIA system is administered independently, and with public Board oversight. The new system, conducted in a spirit of continuous improvement, is following the Panel’s recommendations for timely, fair and cost-efficient arbitration for Kaiser members.

David Werdegar, M.D., Chair