

## Kaiser Permanente California Arbitration Agreement Guide Online Enrollment Platform

This is a reference guide for incorporating the Kaiser Permanente Arbitration Agreement within online (Intranet/Internet Platform, Web Service) enrollment platforms utilized by Employer Groups, Third Party Administrators and Brokers for health plan enrollments, changes & COBRA. You are welcome to copy the arbitration language on page 2, however, please do not upload a snapshot of any portion of this guide to your online enrollment platform as it is intended as a guide only.

Kaiser Foundation Health Plan, Inc. (KFHP) requires the use of binding arbitration to settle member disputes. The method of collecting KFHP benefit elections on an Online Enrollment Platform must be certified by the Kaiser Permanente Arbitration Team prior to use. The full binding arbitration provision may be found in the Member's **Evidence of Coverage**.

### ONLINE ENROLLMENT PLATFORM REQUIREMENTS

#### Arbitration Agreement Requirements

The **KFHP Arbitration Agreement** must be displayed as follows:

- Verbatim, including directive (electronic signature) & KPIC footnote, independent of all other clauses. (see example on page 2)
- The employee must see and agree to the **Agreement** prior to the completion & submission of their health benefit elections.
- The font used for the header and text must be at least 10-point bold (Arial equivalent).

#### Screen Requirements

- Agreement cannot be hidden or skipped if enrolling into a Kaiser Permanente
- The employee must have the opportunity to accept or decline the **Agreement**.
- If the employee does not accept the **Agreement**, they must make a new health plan selection.
- The button option(s) in the directive must match the button options on the screen (Accept, Agree, Submit, Enroll, etc.).
- The button option must be displayed on the same page as the **Agreement**.
- If there are no button options, the directive must be changed to state, "By enrolling in a Kaiser Permanente plan...", to make it binding and serve as their electronic signature.

### APPROVAL PROCESS

- Submit screen shots of the following to the Arbitration Business Relationship Consultant (usually the Kaiser representative who initiated the certification.)
  - The entire screen preceding the **Agreement**
  - The entire screen showing the **Agreement** and button options (if scrolling is required, please submit multiple screen shots to include the entire agreement, directive & footnote.)
  - The entire screen confirming the member accepted the **Agreement** (if applicable)
- [MA-Arbitration@kp.org](mailto:MA-Arbitration@kp.org) must be copied on all arbitration requests, reviews & inquiries.
- The Arbitration Team will review & provide feedback/approval.

## Kaiser Foundation Health Plan Arbitration Agreement\*California

I understand that (except for Small Claims Court cases, claims subject to a Medicare appeals procedure or the ERISA claims procedure regulation, and any other claims that cannot be subject to binding arbitration under governing law) any dispute between myself, my heirs, relatives, or other associated parties on the one hand and Kaiser Foundation Health Plan, Inc. (KFHP), any contracted health care providers, administrators, or other associated parties on the other hand, for alleged violation of any duty arising out of or related to membership in KFHP, including any claim for medical or hospital malpractice (a claim that medical services were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered), for premises liability, or relating to the coverage for, or delivery of, services or items, irrespective of legal theory, must be decided by binding arbitration under California law and not by lawsuit or resort to court process, except as applicable law provides for judicial review of arbitration proceedings. I agree to give up our right to a jury trial and accept the use of binding arbitration. I understand that the full arbitration provision is contained in the *Evidence of Coverage*.

*\*Disputes arising from the following fully-insured Kaiser Permanente Insurance Company coverages are not subject to binding arbitration: 1) the Preferred Provider Organization (PPO) and the Out-of-Network portion of the Point-of-Service (POS) plans; 2) Preferred Provider Organization (PPO) plans; 3) Out-of-Area Indemnity (OOA) plans; and 4) KPIC Dental plans.*

By **clicking the agree button**, I understand that this action will serve as my electronic signature of agreement to the conditions provided in **Kaiser Foundation Health Plan Arbitration Agreement** (above) and that by law this electronic signature will have the same effect as a signature on a paper form.

Note: If you do not wish to accept the arbitration agreement above you must **click the back button to go back to the plan selection screen and** make a new Health Plan selection.

**Back**

**Agree**

### Agreement References

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The Kaiser Permanente Arbitration Agreement Title must be included.

The Kaiser Permanente Arbitration Language that must be displayed verbatim and cannot be altered. – Must be at least Ariel 10 point bold equivalent.

The KPIC Footnote must be included.

The directives are necessary in order to serve as the employee's electronic signature and to make the **Agreement** binding. The language highlighted in red must be customized to match the button options the employee has to accept or decline the agreement. Should they not have a button option, the directive must be altered to state, "By enrolling in a Kaiser Permanente plan, ...", and to decline must remove the portion in red.

These buttons or check boxes must be displayed on the same screen as the **Agreement** and the directives must match what is displayed in each button.