

## **Scroll down to view highlighted text**

“I have been increasingly concerned about the oversight of the organ procurement and transplantation system,” Grassley wrote to the heads of the U.S. Centers for Medicare and Medicaid Services and the Health Resources and Services Administration... ‘I am troubled by the implication that the problems recently identified at specific facilities in California may be indicative of problems at facilities elsewhere’ Grassley wrote.”

### Retaliatory Targeting of Advocates for Disabled Patients

Immediately subsequent to my providing you with written Notice that the Speaker of the United States House of Representatives had accepted and referred my Petition to the Committee on the Judiciary, my advocate’s orthopedic care was terminated in its entirety.

The temporal proximity of these events constitutes strong circumstantial evidence that our affirmative actions to secure and advance enforcement of the ADA’s basic guarantees and protections caused you to target and deny medical care to my advocate. Risk to my advocate’s health and safety causes a direct risk to my health and safety.

You caused Kaiser-San Diego’s Orthopedics Department Chief, Dr. Larry Williams to terminate my advocate’s medical care in its entirety. You also caused Dr. Williams to direct his subordinates to engage in a pattern of retaliatory conduct to prevent him from obtaining medical care from other Kaiser orthopedists.

### Patients in Wonderland

**Your retaliatory oversight harmed my advocate by subjecting him to a medical “Wonderland,” whereby Kaiser physicians poisoned the medical care environment. As Alice stated so clearly:**

*“If you drink much from a bottle marked ‘poison,’  
it is almost certain to disagree with you.”<sup>1</sup>*

### Appointment Rabbit Hole

*“How do you know I’m mad?” said Alice.  
‘You must be,’ said the Cat, ‘or you wouldn’t have come here.’”*

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<sup>1</sup>Quotes in italics are taken from Alice’s Adventures in Wonderland and Through the Looking Glass by Lewis Carroll.

Seven months subsequent to Dr. Williams' termination of my advocate's orthopedic care, in October, 2005, I arranged a medical appointment for him with Dr. John Houkom, another orthopedist. The Orthopedics Department provided written confirmation of his appointment. The confirmation provided the time, date and purpose of the appointment scheduled for May 9, 2006 at 10:45 a.m.:

“We hope that... we can help you to understand and solve your medical problems.”

Dr. Houkom instructed an appointment supervisor to confirm his agreement to the establishment of a physician-patient relationship with my advocate pursuant to a telephone conversation prior to the appointment.

#### Dr. Houkom's Ridiculous Riddles

*“I think you might do something better with the time,’ she said, ‘than wasting it on riddles that have no answers.’”*

On May 9, 2006, Dr. Houkom initiated the appointment by inquiring into the nature of my advocate's medical problems and his requests for orthopedic care to resolve them. He asked: “What can I do for you?”

My advocate provided a detailed explanation of his orthopedic problems, emphasizing their direct relationship to his physical activities as the caregiver of a disabled patient. I was present in the exam room seated on my mobility scooter. Dr. Houkom saw and heard direct evidence of the impact of disability caregiving activities on the orthopedic medical problems of the caregiver.

Dr. Houkom informed my advocate that he had not reviewed his medical records prior to the appointment. He continued to refuse to review the records, although my advocate informed him that his medical records contained material medical information memorialized by Kaiser-San Diego orthopedists. The medical records documented a multi-year history of orthopedic problem diagnosis and treatment.

#### The Medical Mad Hatter

*“You might just as well say that ‘I breath when I sleep is the same thing as I sleep when I breathe’”*

Dr. Houkom justified his denial of care by stating:

“When I agreed *to see* you that didn’t mean I would *treat* you.”

Dr. Houkom then stated that he would neither diagnose nor treat my advocate’s medical problems.. By agreeing “*to see*” my advocate, he literally meant that he had made a non-verbal implied agreement only “*to visualize*” him and to have “*some conversation*” that would neither diagnose and treat my advocate’s medical problems nor medically evaluate their direct relationship to assisting a disabled person.

Dr. Houkom admitted that he did not inform my advocate prior to the appointment or subsequent to the express written and oral confirmations of the appointment that his definition of the word “*see*” did not include “*treat.*”

My advocate informed Dr. Houkom that his statements constituted a *post hoc* rationalization of Kaiser’s retaliatory scheme to deny medical care to the advocate and caregiver of a disabled patient. He requested that Dr. Houkom produce the appointment clerk, Yvonne Hanson, who had scheduled the appointment with me and subsequently confirmed it with my advocate in two separate telephone conversations on different dates.

#### The Medical Mad Hatter’s Tea Party

“*I’ve had nothing yet,*’ Alice replied,  
*‘so I can’t take more [tea].’ ‘You mean you can’t take  
less,’ said the Hatter: ‘it’s very easy to take more than nothing”*”

Dr. Houkom left the exam room. He reappeared about 15 minutes later accompanied by Ms. Hanson. She stated that she had never expressly stated to my advocate that Dr. Houkom had agreed “*to treat*” him, but only that Dr. Houkom had agreed “*to see*” him. However, she explained that subsequent to her conversation with Dr. Houkom, prior to and at the time of her telephone appointment confirmation conversation with my advocate, her understanding was that Dr. Houkom had agreed to “*see and treat*” him.

#### The Madder Medical Mad Hatter

“*If it was so, it might be; and if it were so,  
It would be; but as it isn’t, it ain’t. That’s logic!*”

Ms. Hanson had hardly uttered these words, when Dr. Houkom, in a coercive manner and aggressive tone, interrupted her by shouting an unintelligible

litany about what he had “never agreed” to do at this appointment. Dr. Houkom’s abuse implied that he would take retaliatory personnel actions against Ms. Hanson, should she not retract her statement. However, she did not retract, qualify or otherwise revise her statement at that time.

### The Stupidest Medical Tea-Party

*“At any rate, I’ll never go there again!’ said Alice,  
‘It’s the stupidest tea-party I was ever at in all my life!’”*

I managed to gain Dr. Houkom’s attention. I showed him a copy of the Congressional Record that documented Speaker Hastert’s referral of my Petition in support of ADA to Chairman Sensenbrenner. I stated that Kaiser had demonstrated a pattern of retaliation against my advocate that was further documented by his denial of care. Dr. Houkon did not respond.

I advised him that he had rendered the appointment both futile and distressing to me and my advocate. He did not respond. I repeated my statement. Again, Dr. Houkom did not respond. He picked up the medical records and brusquely left the exam room, pushing past the traumatized appointment clerk.

Like Alice in Wonderland, my advocate and I concluded that:

*“They’re dreadfully fond of beheading people here:  
The great wonder is, that there’s anyone left alive.”*

### The Decapitation of Disabled Patients

*“The King’s argument was that  
anything that had a head could be beheaded.”*

Dr. Houkom’s pattern of conduct is explicable and purposeful only in the context of your centrally directed strategy of retaliatory conduct in the context of my prior Notice to you, Mr. Halvorson, that the Congress had accepted my Petition in support of the rights and protections guaranteed by the Americans with Disabilities Act.

### “Thrive” Applies to Kaiser Profits, Not Patients

*“There’s a large mustard-mine near here. And the moral  
of that is—‘the more there is of mine, the less there is of yours.’”*

**George Halvorson – Notice**

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