

August 22, 2006
1664 Buttercup Road
Encinitas, CA 92024

George Halvorson, Chairman & CEO
Kaiser Foundation Health Plan
One Kaiser Plaza
Oakland, CA 94612-3600

8116 0458 4410
FedEx Airbill

Re: NOTICE

- Retaliation/Hostile Environment
- Americans with Disabilities Act Advocacy
- Petition to the U.S. House of Representatives

Dear Mr. Halvorson:

Prior Notices

My correspondence dated August 8, 2005 [Exhibit 1](#), September 6, 2005 [Exhibit 2](#) and October 5, 2005 [Exhibit 3](#) provided my formal notice and offer to remedy Kaiser Permanente's:

- Discrimination, retaliation and hostile environment in violation of the Americans with Disabilities Act.
- Fraudulent settlement agreement with Disability Rights Advocates in violation of the Americans with Disabilities Act.
- Unconscionable imposition of prior restraint on patient speech in the physician-patient relationship.
- Corporate and medical group governance malfeasance.
- Reckless disregard for patient safety.

You have neither disputed my facts and conclusions nor provided any explanation to justify your conduct. Rather than initiate an immediate remedy, you perpetuated the fraud through sham referrals to non-policymaking subordinates, whose acts and omissions have implemented Kaiser Permanente's illegal policies, procedures and practices. Your actions have validated my finding of futility to cooperatively negotiate any voluntary remedy to correct your intentional violation of federal and state law and medical ethics.

Petition to the United States House of Representatives

My October 5, 2005 correspondence (Exhibit 3) put you on formal notice that:

“The U.S. House of Representatives Committee on the Judiciary will act on my petition to guarantee disabled persons’ fundamental constitutional right to access the courts to eradicate perverse patient “gagging,” disability discrimination, retaliation, wrongful physician-assisted suicide and fraudulent settlements between HMOs and purported disability rights advocacy organizations.”

The temporal proximity of my October, 2005 Notice to Kaiser’s October, 2005 denial of all orthopedic medical care to my advocate, Robert Finney, provides strong circumstantial evidence of a causal link between:

1. The Congress’ acceptance of my Petition in support of rights and protections guaranteed by the Americans with Disabilities Act, and
2. Kaiser Permanente’s materially adverse actions to harm the advocate for the disabled Petitioner.

Such retaliatory acts and omissions deter a reasonable person from opposing unlawful practices pursuant to a federal law enacted by the Congress and signed by President George H. W. Bush in 1990.

The broad protections of the ADA’s coercion and retaliation provisions are intended to assure the cooperation upon which accomplishment of the Act’s primary objective, the prevention of disability discrimination, depends.

The Congress’ acceptance of my Petition in the context of the Judicial Transparency and Ethics Enhancement Act of 2006,¹ provides strong evidence of congressional determination to eradicate illegal disability discrimination and retaliation in federal courts, state courts, state government, and HMOs.

The Congress has voluntarily applied the ADA to its own structures, programs, services and activities, indicating its dedication to ensuring equal access for disabled Americans. [Exhibit 4](#)

¹The Judicial Transparency and Ethics Enhancement Act of 2006, which authorizes an Inspector General in the federal courts, is sponsored by the United States House of Representatives, Committee on the Judiciary, Chairman, F. James Sensenbrenner, Jr. and United States Senate Committee on Finance, Chairman, Charles E. Grassley.

The Congress:

- Provides reasonable accommodations to disabled persons.
- Advertises the availability of and procedures for requesting accommodations.
- Enforces a zero tolerance policy against unlawful discrimination, coercion and retaliation.

You, as Kaiser Permanente's Chairman/CEO, have nullified a law enacted by the Congress to protect disabled Americans. Rather than imposing an immediate remedy to comply with ADA and to make me whole, you retaliated against me and my husband, who is my advocate, by causing Kaiser's physicians to systematically deny medical care. Discriminatory animus against advocates for complainants shocks the conscience and reflects the hostile environment you have created for a federally protected group of disabled patients who oppose illegal activity.

George Halvorson's "Major Fear":
The Cost of Care for "Older and Sicker" Patients

On February 24, 2006, the San Francisco Business Times reported that one of your "major fears" in 2005, as Chairman and CEO of Kaiser, is Kaiser's "longer-term ability to keep its costs in check, especially if its enrollment base is skewing older and sicker." [Exhibit 5](#)

This article reported that:

Kaiser's 2005 "net income tumbled to \$1 billion, well below 2004's \$1.6 billion..."

"The latest results raise significant questions about Kaiser's longer-term ability to keep costs in check, especially if its enrollment base is skewing older and sicker, which Chairman and CEO George Halvorson indicated last year was one of his major fears...."

"...[A]nother quarter of negative numbers could be a sign of more serious problems ahead."

On May 30, 2006, the San Francisco Business Times reported that Kaiser is launching a new product which:

"...is the latest step...since early 2004 to expand on its health plan offerings to attract young, healthy employees. Its traditional product tends

to attract older and often sicker enrollees.” (emphasis supplied) [Exhibit 6](#)

For at least 2½ years, you have intentionally constructed and implemented Kaiser Permanente’s business plan to segregate and marginalize elderly and disabled patients (i.e., “the older and sicker” patients) into Kaiser’s HMO product.

Your “major fear” of the increasing cost of medically necessary health care for Kaiser Permanente’s increasing group of “older and sicker” patients in its HMO product has been substantially decreased by Kaiser’s fraudulent settlement agreement with Disability Rights Advocates. Delay and denial of medical care to disabled patients’ significantly enhances Kaiser Permanente’s “longer term ability to keep its costs in check.”

In 1998, United States District Judge Fred Biery ruled that financial incentives that HMOs impose on providers to hold down costs can be the basis of a discrimination claim if the result is unfair treatment of the chronically ill.²

In order to avoid discrimination claims that can be litigated in federal and state court, you have caused Kaiser Permanente to enter into an illegal agreement with Mr. Sid Wolinsky, Director of Litigation, Disability Rights Advocates. You and Mr. Wolinsky have engineered a racketeering enterprise that is intended to injure disabled patients and is perpetrated through unconscionable contract terms and conditions in addition to mail and wire fraud. Disability Rights Advocates’ website publishes fraudulent statements to affirm and promote this enterprise:

“Our sweeping settlement with Kaiser resulted in removal of a broad range of access barriers, including architectural barriers, inaccessible medical equipment, and policies and procedures that create access barriers for patients with disabilities...” [Exhibit 7](#)

Kaiser’s “sweeping settlement” with Disability Rights Advocates enables both organizations to get paid for “sweeping” disability discrimination under the rug. “Older and sicker” disabled patients pay the price. My September 6, 2005 Notice informed you that, for over one year, Kaiser Permanente had been in violation of its settlement agreement with Disability Rights Advocates to fully comply with ADA legal requirements no later than 2004.

²[The Wall Street Journal](#), 1/26/2000, “A Disabled Attorney’s Novel Strategy Puts a Civil-Rights Spin on HMO Litigation” by Milo Geyelin.

George Halvorson's Pattern of Fraud and Abuse

Another “major fear” is that the Congress’ investigation and action on my Petition will expose your pattern of fraud and abuse in nonprofit organizations that harms patients.

HealthPartners Fraud

In his testimony before Senator Grassley’s Committee on Finance,³ Minnesota’s Attorney General Mike Hatch spoke to your fraudulent conduct as CEO of HealthPartners. His testimony, reflected in a five volume audit (2003), recommended that the Attorney General appoint the Chairman of HealthPartners’ board of directors to insure proper, effective oversight and corrective action. His audit provided evidence of your fraud and abuse.

Attorney General Hatch’s oversight audit condemned your performance as HealthPartners board chairman and chief executive officer:

1. “The HealthPartners compliance review documented a lack of accountability and proper stewardship...”
2. “... HealthPartners paid for over 100 flights to over 30 international destinations, including every continent but Antarctica. It paid over \$17,000 for its CEO's "trade mission retreats" to Brazil, Chile, and Ireland, though the organization only operates in Minnesota and western Wisconsin. It paid \$9,000 for its CEO to travel to Australia to find out: ‘Are we pricing consumers out of health care?’ ...”
3. “...HealthPartners paid over \$30,000 per year for its CEO and board members to travel to four-star Florida resorts, where they golfed, dined, and entertained themselves at the nonprofit's expense. HealthPartners paid almost \$250,000 for its executives' membership in and use of country and golf clubs. It paid over \$50,000 for its CEO's season tickets to the Minnesota Vikings...”
4. “...HealthPartners paid for executives and board members to give each other expensive gifts, including golf clubs, kayaks, crystal, and spa services.

³Statement of Minnesota Attorney General Mike Hatch before the United States Senate Committee on Finance, April 5, 2005.

5. It paid for its CEO's living expenses, which it attempted to conceal in expense reports. For instance, a Garrison Keillor satire and book on Harley Davidson motorcycles were billed as 'business strategies research.' Items such as the CEO's lean cuisine dinners were billed as 'supplies.'..."
6. "...Executives received generous savings and retirement plans, such as "split dollar" life insurance plans, retention bonuses, mutual fund option purchase plans, capital accumulation plans, and supplemental executive retirement plans. HealthPartners took steps to conceal the payments by mislabeling them, and it improperly omitted executives' deferred compensation from the IRS Form 990..."
7. "...After HealthPartners began to pay for massages at board meeting, masseuses were implored to 'bring more oil' to the next meeting. Ironically, the HMO refused to cover massage therapy for victims of Parkinson's Disease..."
8. "...Once again, the HealthPartners board of directors not only failed to prevent these abuses, but actively participated in them..."

You left HealthPartners in 2002 to become Kaiser's CEO prior to the release of this audit. You have refused to comment on the Attorney General's findings that documented "[your] lack of accountability and proper stewardship."

California Department of Managed Health Care

Kaiser Permanente has acted in concert with the Department of Managed Health Care (DMHC) under color of state law to ameliorate your "major fear" of keeping "costs in check." DMHC has enabled you to deliberately segregate and marginalize Kaiser's "older and sicker patients" into Kaiser's traditional HMO product.

In March, 2006, Lucinda Ehnes, Director, DMHC, stated that health plan CEOs had told her that their number one demand for her department's assistance was to:

- "...**ease the licensing stranglehold** (emphasis supplied) on new products that this department had imposed under a strong ideological bent... I have tried very hard to meet them more than half way to **loosen restrictions** (emphasis supplied) on HMO products..."

- “...We did our initial [health saving account product] with Kaiser to **help them attract the young, healthy lives...**” (emphasis supplied)
- “Kaiser is **the Hindenburg for adverse selection, just a big target**” (emphasis supplied)
- “Kaiser has a very unique and profound influence... It’s a strong, well-rooted delivery system in California, and **it’s under serious attack...**” (emphasis supplied) [Exhibit 8](#)

Ms. Ehnes’ “strong ideological bent...” to ease the licensing stranglehold...” and “to loosen restrictions,” has provided Kaiser with state sanction to intentionally harm “older and sicker” patients.

Under color of state law, DMHC and Kaiser intentionally caused injury to thousands of “older and sicker” kidney transplant patients. Kaiser’s “Hindenburg” kidney transplant program was established to eradicate your “major fear” that the cost of providing quality care to “older and sicker patients” would injure Kaiser Permanente’s medical-loss ratio.

Kaiser’s Kidney Transplant Program

Three months subsequent to Ms. Ehnes’ March, 2006 statements, investigations by the Los Angeles Times and The Centers for Medicare & Medicaid Services (CMS) produced evidence that Kaiser had made its “older and sicker” patients “just a big target,” due to Ms. Ehnes’ decision to conspire with Kaiser and other HMOs “to loosen restrictions on HMO products...”

The Centers for Medicare & Medicaid Services (CMS) produced a 51 page blistering audit⁴, subsequent to a surprise on-site investigation into the Kaiser kidney transplant program. This audit confirmed findings by the Los Angeles Times [Exhibit 9](#) that:

- “There was no indication that patients were informed of their rights or of other available options as well as the consequences of the transfer...”
- “Kaiser remains out of compliance with key standards, including oversight, management and protection of patients...”

⁴ CMS Survey Report/Statement of Deficiency/Plan of Corrections (May 12, 2006).

- “Kaiser did not assess the quality of its transplant program...”
- “There was no evidence that operations and other components of the program were being reviewed and evaluated to ensure the delivery of quality of care to patients...”
- “Patients...were misled by the HMO...”
- “An assertion...that no patient was disadvantaged...was false...”
- “At no point did Kaiser assess ‘its ability to...facilitate efficient delivery and quality of care.’”

On August 10, 2006, five months subsequent to Ms. Ehnes’ statements in praise of Kaiser, she contradicted her statements:

“Patients must be assured that health plans will do what is necessary to ensure patient safety,” said Cindy Ehnes, Director of the DMHC. “The amount of this fine, the largest we have ever assessed, reflects the extremely serious nature of Kaiser’s oversight failures...” [Exhibit 10](#)

Subsequent to scrutiny by the media and CMS, Ms. Ehnes was pressured to bury Kaiser, not to praise it. Her regulatory abdication has aided and abetted Kaiser in violating patient rights and safety. Her policy decision to “help [Kaiser] attract the young, healthy lives...” green-lighted Kaiser’s decision to target and eradicate “older and sicker” kidney transplant patients in order to target and eradicate your “major fear” that the cost of their care would increase Kaiser Permanente’s medical-loss ratio.

By Ms. Ehnes’ own admission, Kaiser and DMHC had, in essence, undertaken a joint business venture (an enterprise) to help Kaiser “attract young, healthy lives...” Kaiser’s “older and sicker” kidney transplant patients were forced aboard Kaiser’s “Hindenburg” HMO product due to Ms. Ehnes’ decision to “loosen restrictions” to “ease the licensing stranglehold.”

Ticket to “Thrive”

The financial penalty that Ms. Ehnes imposed to punish “the extremely serious nature of Kaiser’s oversight failures” amounts to nothing more than a bureaucratic traffic ticket. Ms. Ehnes’ penalty comports with her March, 2006 determination that Kaiser’s “strong, well-rooted delivery system in California”

should be protected from “serious attack.” Considering Kaiser’s one billion dollar net income (2005), Ms. Ehnes’ decision to impose a two million dollar fine and to allow Kaiser to “donate” three million dollars is a sham that does not punish, much less deter, Kaiser’s eugenics mindset.⁵

Kaiser’s “donation” to DonateLife California is funneled through The East Bay Community Foundation (EBCF), which takes a percentage off the top to pay its administrative expenses. EBCF’s President, Michael Howe, stated that donors “avoid regulations” and “onerous...reporting requirements” by allowing EBCF to be the “backroom...”⁶

DMHC has permitted Kaiser to escape transparency and accountability by donating three million dollars through an organization whose decision making occurs in the “backroom.” The donation was not a penalty imposed on Kaiser. Rather, it “was part of a package of responses that Kaiser agreed to implement.”⁷

DMHC has not stated that it will provide regulatory oversight to ensure that Kaiser’s three million dollar “donation” will benefit transplant patients. DMHC will not deter Kaiser’s kidney transplant fraud through its approval and creation of another fraud that is structured as a “backroom” enterprise.

Senator Grassley’s 2005 oversight hearing, at which Attorney General Hatch testified regarding his audit of HealthPartners, concerned fraud and abuse perpetrated by nonprofit organizations, whose “backroom” operations lack transparency and accountability.

Senator Grassley is focused on federal oversight and investigation of “backroom” fraud by nonprofit organizations, especially nonprofits that harm transplant patients through fraudulent enterprises, including Kaiser and Disability Rights Advocates.⁸

⁵“Doctors of Death – Kaiser Solicits Its Doctors to Kill,” by Wesley J. Smith, National Review, August 19, 2002.

⁶The East Bay Community Foundation, Connections, Fall, 2000 Vol.4, No.1. “A Letter from the President.”

⁷OpEd News.com, “\$2 Million Fine Small Potatoes for Kaiser Transplant Disaster” by Evelyn Pringle, August 16, 2006.

⁸“Report on Transplant Programs Prompts Inquiry by U.S. Senator” by Charles Ornstein and Tracy Weber, Los Angeles Times, June 30, 2006.

“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.”⁹*

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.’”*

⁹Quotes 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.’”*

The Congress' acceptance of my petition significantly advances my opportunities to hold you and Kaiser accountable for discrimination, retaliation, the creation of a hostile environment and fraud in violation of the Americans with Disabilities Act. You have expressed your "major fear" that Kaiser's medical-loss ratio will increase due to the cost of care for "older and sicker" patients, who are disabled. An unfavorable medical loss ratio means more medical care for patients and less compensation/profits for you and Kaiser.

Kaiser's Bad Faith Response to Notice of ADA Violations and Fraud

My October 5, 2005 Notice informed you that your response to my prior Notice of ADA fraud "...was made in bad faith and is rejected." Kaiser continues to flagrantly violate the ADA through its sham settlement agreement with Disability Rights Advocates. I documented continuing violations on the following dates:

June 12, 2006

On June 12, 2006, I obtained additional direct evidence to confirm your bad faith in refusing to remedy Kaiser Permanente's unlawful disability discrimination and retaliation.

At 3:35 p.m., I spoke with a Kaiser-San Diego telephone operator and requested that she connect me with the ADA Coordinator for Kaiser-San Diego.

- She had no knowledge of and did not recognize the terms "ADA" or "ADA Coordinator."
- Subsequently, I informed her that "ADA means Americans with Disabilities Act" and that "Kaiser is required to designate an ADA Coordinator."
- She stated, "Let me find his name," and put me on hold.
- After several minutes, she returned to the line, stating, "I'm getting someone to help us."
- I asked, "Who are you connecting me with?" but she refused to respond. Again, I was put on hold in excess of five minutes.

- She finally connected me to an employee in the Human Resources Department named Wailani.
- Wailani did not know the terms “ADA,” “ADA Coordinator” or “The Americans with Disabilities Act.” She asked, “What is it?”
- Again, I explained the meaning of these terms. She stated that “Kaiser-San Diego has no ADA Coordinator.” She referred me to Ms. Lynne Rosengard, who has responsibility for disability insurance claims processing.

Disabled patients are harmed by your sham settlement agreement with Sid Wolinsky, Director of Litigation, on behalf of Disability Rights Advocates that permits Kaiser’s continuing ADA violations.

July 28, 2006

On July 28, 2006, your continuing failure to remedy ADA violations compelled me to ask staff and other patients to open the doors to permit access and egress on my mobility scooter. Kaiser has not modified the doors to its medical offices to allow access for disabled patients who are mobility impaired.

Kaiser staff reacted as if opening doors for disabled patients were not in their job descriptions. Such negative reactions affirm that Kaiser employees are untrained regarding their legal duty to reasonably accommodate disabled patients and to avoid the creation of a hostile environment.

On that day, one employee’s reaction was undisguised hostility in response to my request that she open the door to the Radiology Department. Although I expressed my gratitude, she glared at me and walked away. Another employee identified her as “Katy” and told me that Katy is a Radiology Department supervisor.

Katy’s conduct deters a reasonable person from exercising rights and protections guaranteed by the ADA. Her inappropriate response to a patient’s request to open a medical office door is a strong indication that she creates a hostile environment for disabled patients who are lucky enough to reach the exam room.

I notified you on August 8, 2005 of “Kaiser Permanente’s...longstanding pattern and practice of invidious discrimination and retaliation by denying medical care to disabled patients and their advocates who exercise their legal rights.”

Failure to Thrive

Kaiser’s \$40+ million “Thrive” advertising campaign is a fraud upon the public that conceals its corporate commitment to a business strategy designed to eradicate the “older and sicker” patients trapped in HMO Wonderland.¹⁰

- Kaiser’s “older and sicker” patients do not “Thrive.”
- Kaiser kidney transplant patients do not “Thrive.”
- Kaiser’s disabled patients do not “Thrive.”

Thriviness

Kaiser’s “Thrive” brand boils down to “Thriviness.”

Thriviness dictates that medical decisions are not based on truth.

Truth matters not at all. Laws matter not at all. Patients matter not at all.

Thriviness is truthiness.¹¹

Truthiness in medicine is Kaiser Permanente.

Yours truly,

Jacquelyn Finney
Jacquelyn Finney (Type)

_____/S/_____
Jacquelyn Finney (Signature)

Attachment: Proof of Service

Cc: Hon. Charles E. Grassley, Chairman, U.S. Senate Committee on Finance
Hon. F. James Sensenbrenner, Jr., Chairman, U.S. House of Representatives
Committee on the Judiciary

¹⁰San Francisco Business Times, July 30, 2004, “Kaiser Makes \$40M Pitch” by Chris Rauber
San Francisco Business Times, July 21, 2006, “Kaiser’s Thriving Battle” by Chris Rauber

¹¹ The Colbert Report: Videos: The Word (Truthiness) October 17, 2005

PROOF OF SERVICE

I am over the age of 18 years and am readily familiar with the practice for collecting and processing of correspondence for Federal Express (FedEx) delivery and know that in the ordinary course of business practice the document described below will be deposited in a box or other facility regularly maintained by FedEx or delivered to an authorized courier or driver authorized by FedEx to receive documents on the same date that they are placed for collection.

NOTICE

Retaliation/Hostile Environment
Americans with Disabilities Act Advocacy
Petition to the U.S. House of Representatives

On the following, by placing one original thereof, enclosed in a sealed shipment package, with delivery fees provided for, addressed as follows for collection by FedEx at 1150 Garden View Road, Encinitas, CA 92024-9998. Airbill No. 8116 0458 4410

George Halvorson, Chairman & CEO
Kaiser Foundation Health Plan
One Kaiser Plaza
Oakland, CA 94612-3600

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed at Encinitas, California, this 2nd day of September, 2006.

Robert D. Finney
(Typed)

_____/S/_____
(Signature)