



Department of Budget and Finance

RELEASE DATE: July 26, 2024

INVITATION FOR BID
IFB NO. 25-002
BIDS FOR
PRINTED MATERIAL
(RETIREE REFERENCE GUIDES)

FOR THE

STATE OF HAWAII

DEPARTMENT OF BUDGET AND FINANCE

HAWAII EMPLOYER-UNION HEALTH BENEFITS TRUST FUND (EUTF)

WILL BE RECEIVED ELECTRONICALLY UP TO 2:00 PM, HAWAII STANDARD TIME (HST) ON
FRIDAY, AUGUST 2, 2024 VIA HIePRO, THE STATE OF HAWAII'S E-PROCUREMENT SYSTEM

Derek M. Mizuno
Procurement Officer

INTRODUCTION

The Hawaii Employer-Union Health Benefits Trust Fund (EUTF) is issuing this Invitation for Bids (IFB) for services related to the printing, distribution, and mailing of materials for its retired members that shall include, but not be limited to, retiree reference guides. Retiree reference guides are printed and distributed around September.

The EUTF administers health and other benefit plans for State and county employees, retirees, and their dependents. The benefit plans include medical, prescription drug, dental, vision, chiropractic, and life insurance. The EUTF currently provides benefit plans to approximately 63,000 employees and 54,000 retirees.

SIGNIFICANT DATES

The following schedule sets forth the significant dates and deadlines applicable to this IFB. The dates are merely estimates and not binding on the EUTF. Nevertheless, by submitting a bid, each Bidder: a) agrees to complete its bid in compliance with the dates and deadlines set forth in the following schedule, unless the EUTF expressly agrees to modify such schedule; and b) represents and warrants to the EUTF that such Bidder has the ability to comply with such schedule.

Solicitation release date	July 26, 2024
Bids Due via HlePRO	August 2, 2024; 12:00pm, HST
Contract Start Date	August 9, 2024

ISSUING OFFICE AND CONTACT PERSON

This IFB is issued by the EUTF. The individual listed below is the sole point of contact from the date of the release of this IFB until the award to the successful Bidder. Questions will be accepted only if submitted in writing and received on or before the day and time specified in ***Significant Dates***.

Mr. Derek M. Mizuno
Hawaii Employer-Union Health Benefits Trust Fund
201 Merchant Street, Suite 1700
Honolulu, Hawaii 96813
Email: eutf.rfp@hawaii.gov or via HlePRO

CONTRACT PERIOD

The term of the contract will be for the period of August 9, 2024 through December 31, 2024.

RESPONSIBILITY OF BIDDERS

Bidders are advised that in order to be awarded a contract under this solicitation, Bidders will be required to be compliant with the following chapters of HRS pursuant to HRS §103D-310(c) upon award of a contract:

- Chapter 237, General Excise Tax Law
- Chapter 383, Hawaii Employment Security Law
- Chapter 386, Worker’s Compensation Law
- Chapter 392, Temporary Disability Insurance
- Chapter 393, Prepaid Health Care Act; and
- §103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

If the Bidder is not compliant with the above HRS chapters at the time of contract execution, the Bidder will not receive the award. To demonstrate compliance, Bidders are encouraged to subscribe to Hawaii Compliance Express (HCE). Bidders who do not participate in HCE may submit paper compliance certificates to the EUTF.

The HCE is an electronic system that allows vendors/contractors/service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the State Department of Taxation, Federal Internal Revenue Service, State Department of Labor and Industrial Relations, and State Department of Commerce and Consumer Affairs.

Bidders who are interested in registering in HCE should do so prior to submitting an offer at <https://vendors.ehawaii.gov>. The annual registration fee is currently \$12.00 and the ‘Certificate of Vendor Compliance’ is accepted for the execution of a contract and final payment.

INSURANCE REQUIREMENTS

The successful Contractor shall maintain in full force and effect during the life of the contract, commercial general liability, automobile liability, and commercial crime insurance with the limits specified below.

Coverage	Limits
Commercial General Liability	\$1,000,000 per occurrence for bodily injury and property damage; \$1,000,000 per occurrence for personal and advertising injury; policy includes products completed/operations with an aggregated limit of \$2,000,000.

Automobile Liability	\$1,000,000 for bodily injury for each person; \$1,000,000 for bodily injury for each accident; and \$1,000,000 property damage for each accident.
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The Commercial General Liability and Automobile Liability insurance policies required of the Contractor, including any subcontractor's policy, shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days' written notice has been given to the Hawaii Employer-Union Health Benefits Trust Fund, 201 Merchant Street, Suite 1700, Honolulu, Hawaii 96813."
2. "The State of Hawaii, the EUTF, and the EUTF Board of Trustees are added as an additional insured with respect to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii and/or the EUTF will apply in excess of, and not contribute with, insurance provided by this policy."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire selection term, including all extended periods if exercised. The Contractor agrees to deposit with the EUTF, certificate(s) of insurance necessary to satisfy the EUTF that the insurance provisions of the Contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the EUTF during the entire term of the Contract, including those of its subcontractor(s), where appropriate. Upon request by the EUTF, Contractor shall be responsible for furnishing a copy of the policy or policies. Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under the Contract, entitling the State to exercise any or all the remedies provided in the Contract for a default of the Contractor.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of the Contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with the Contract.

AWARD OF CONTRACT

If an award is made, the successful Bidder will be required to enter into a formal written contract with the EUTF. See sample contract in Attachments.

BUSINESS ASSOCIATE AGREEMENT

The Contractor will have access to protected health information and personal information maintained by the EUTF. Thus, the successful Bidder shall be required to enter into a Business Associate Agreement (BAA) with the EUTF. See sample BAA in Attachments.

SPECIFICATIONS

The specifications for the open enrollment materials are listed below:

Requirements (Retirees)

1. Retiree Reference Guides: Print, trim, saddle stitch, bundle, mail – black ink
2. Mailing of the Retiree Reference Guides
3. Large Print Retiree Reference Guides

See Attachment for sample of retiree reference guide.

RETIREES

Item No. 1: Retiree Reference Guides – Black Ink

- Print approximately 56,500 copies
- 8 ½ x 11 or 8 1/8 x 10 3/8
- Total of 68 pages (double-sided)
- The first 10 pages and the last 10 pages shall be on 60# White Offset, printed in black ink. ***Paper stock may be substituted with comparable paper. Bidder shall note the paper stock substitution and pricing in the attached Fee Proposal form and submit a physical sample(s) with their bid.***
- There shall be 48 pages of text on 28# newsprint (or comparable recycled paper) printed in black.
- The following pages will be located at the end of the guide and shall be perforated for recipients to tear out: 1) EC-2; 2) EC-2H; 3) Medicare Part B Premium Reimbursement Request; 4) Direct Deposit Agreement; 5) ACH Deduction Authorization Agreement; 6) Automatic ERS Pension Deduction Agreement Form
- Books shall be saddle-stitched
- File will be furnished in INDD or PDF format. Vendor shall fix file as necessary for print (i.e., margins, page numbers, state seal, etc.)
- Vendor shall provide two (2) sets of proofs prior to final printing: One (1) set of hard copy proofs, and one (1) in PDF format
- Print Spoilage - Vendor must account for amount of spoilage which can naturally occur during production caused by flaws in the manufacturing hardware or the consumables used and build it into the total price

Item No. 2: Large-print Retiree Reference Guide

- Print a minimum of five (5) Retiree Reference Guides with large font.
- 16, 18, or 24 size font – the largest font possible for 8 ½ x 11 or 8 1/8 x 10 3/8 booklet of 68 pages
- Copies can be double-sided with plastic comb binding, coil, or perfect bound
- Printed in black ink
- File will be furnished in INDD or PDF format. Vendor shall fix file as necessary for print (i.e., large-print font size, formatting tables and margins, page numbers, State seal, etc.)
- 20# white bond paper, industry standard, or comparable paper substitution
- Quote shall be for 68 pages and include a cost per page for each page thereafter. Quote shall include all applicable fees, costs, expenses, and taxes.

Item No. 3: Mailing

- Mail approximately 55,000 (49,900 in Hawaii, 5,000 in the contiguous United States and 100 in foreign countries) Retiree Reference Guides. Address and EUTF indicia shall be printed on the back cover of each Reference Guide. Reference Guides shall not be mailed in envelopes. Address lists to be furnished to Contractor in Excel format. Reference Guides shall be bundled and delivered to the USPS and mailed via the most cost effective and or expeditious manner using the EUTF indicia. EUTF will fund the EUTF indicia postage account. Contractor shall provide proof of mailing and Contractor will be reimbursed for actual postage paid for international mailing.
- Remaining Reference Guides shall be delivered to the EUTF office at 201 Merchant Street, Suite 1700, Monday through Friday, 7:45am to 4:30pm, except State holidays.

TIMELINE

Retiree Open Enrollment is usually held during the last two (2) weeks of October. All retirees must receive their open enrollment materials by the first week of October. The following schedule represents a projected timeline of due dates for the printing and distribution of the open enrollment materials for Retirees in 2024 and are subject to change:

EUTF to provide Contractor INDD or PDF file of Reference Guide	Beginning of August	August 12
First proof from Contractor	3 working days after Contractor receives file from EUTF	August 15
EUTF to provide Contractor second and final INDD or PDF file of Reference Guide	3 working days after EUTF receives first proof from Contractor	August 20

Second and final proof from Contractor	3 working days after vendor receives file from EUTF	August 23
EUTF to approve final proof	3 working day after EUTF receives final proof	August 28
EUTF to provide Contractor with retiree mailing lists and indicia		August 28
Contractor to mail out Reference Guides to retirees	Mailing shall not commence before September 23 and shall be completed by October 4	Completed by October 4
Contractor to return extra Reference Guides to EUTF	Beginning of October	October 7

**FEE PROPOSAL FORM
RETIREES**

		Cost (8 ½ x 11)	Cost (8 1/8 x 10 3/8)
1.	Reference Guide for Retirees in black ink only		
2.	Large font guides		
3.	Mailing of Reference Guides		
	*TOTAL		

***Total costs shall include all applicable fees, expenses, and taxes**

Please note paper stock substitutions and cost in the table below and attach a physical sample. If awarded a contract, the successful Contractor shall obtain prior written approval from the EUTF to use the paper stock substitution. Attach additional sheets if necessary.

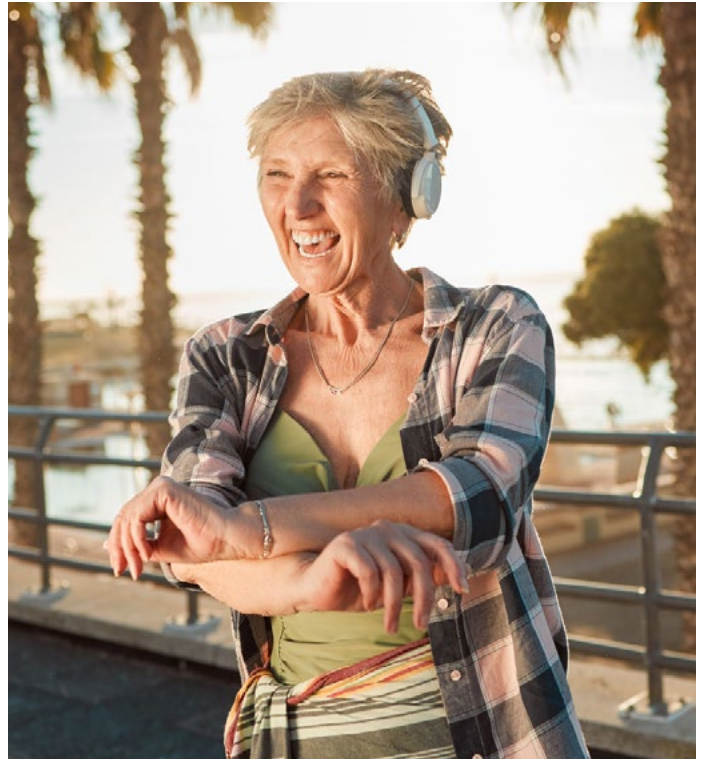
Paper stock substitution	Cost	Notes (if applicable)

ATTACHMENTS

Sample Reference Guide for Retirees
Sample Contract and General Conditions
Sample Business Associate Agreement



Hawaii Employer-Union Health Benefits Trust Fund (EUTF)



Effective January 1, 2024 - December 31, 2024



RETIREE HEALTH BENEFITS HIGHLIGHTS GUIDE

(EUTF and HSTA VB)







Aloha Retirees,

We are pleased to present the *2024 Retiree Health Benefits Highlights Guide*. This Highlights Guide provides key information about the health benefit plans available to you for calendar year January 1, 2024, through December 31, 2024. In the past, we distributed a full *Retiree Health Benefits Reference Guide* but have moved some of the detailed (and unchanged) information to our website for you to refer to at your convenience.

This year's open enrollment runs from October 16-31, 2023.

Any changes made during open enrollment will take effect on January 1, 2024. The open enrollment period is your annual opportunity to make any changes to your enrollment in our health benefit plans.

Our goal is to provide you with quality health benefit plans, which you earned through the dedication and hard work you provided as a State or County employee. The information contained in this *Highlights Guide* is designed to help you make the benefit choices that best meet your needs for the coming year. Our EUTF website has additional tools and resources to help you make the best use of your benefits throughout the year.

This guide and other useful information are posted on the EUTF website at eutf.hawaii.gov. Please visit for updated news and resources. If you need any assistance, you can reach our helpful staff at **1-808-586-7390**, or toll-free at **1-800-295-0089**.

Mahalo,

Jacqueline Ferguson-Miyamoto, Chair
EUTF Board of Trustees

Mandatory Medicare Part B Enrollment

All Medicare-Eligible Retirees and Covered Dependents

The Hawaii Revised Statutes 87A-23(4) requires that State and County retirees and their eligible dependents, who are enrolled in EUTF retiree medical and/or prescription drug benefit plans, be enrolled in Medicare Part B when they become eligible. Active employees considering retirement (and dependents) who are eligible for Medicare should enroll in Medicare Part B prior to retirement to ensure that their Medicare Part B coverage is effective on the date of their retirement in order to participate in any EUTF retiree medical and/or prescription drug plans.

Proof of Medicare Part B Enrollment

If you do not provide proof of Medicare Part B enrollment to the EUTF within 60 days of becoming eligible for, or enrolling into an EUTF retiree medical and/or prescription drug plan, your and/or your dependent's EUTF retiree medical and/or prescription drug plans **will be cancelled**. Please note that your Medicare-eligible dependents must be enrolled in Medicare Part B in order to be covered under the EUTF retiree medical and/or prescription drug plan, regardless of whether they themselves are retired or actively working.

Required Documents

If you and/or your dependents are Medicare eligible (generally, are age 65 or older, qualified disabled, or have end-stage renal disease) and are covered under EUTF retiree medical and/or prescription drug plans, you must submit the following to the EUTF:

- Copy of your and/or your dependent's Medicare card (indicating enrollment in Medicare Part B)
- Direct Deposit Agreement Form for reimbursement of your and your spouse's/partner's Medicare Part B premiums
- Social Security Administration (SSA) or Centers for Medicare & Medicaid Services (CMS) letter and/or invoice for you and/or your spouse/partner indicating the Medicare Part B premium amount. Medicare retirees that pay a higher income-related monthly adjusted premium must submit a copy of their SSA/CMS letter to the EUTF each year. Reimbursements of the difference between the higher income-related monthly adjusted Medicare Part B premium and the standard Medicare Part B premium is limited to a two-year lookback period. If you are assessed the higher income-related Medicare Part B premium, you will likely be assessed by CMS a Medicare Part D premium, which will not be reimbursed by EUTF.

More information can be found under the Medicare section of the EUTF website (eutf.hawaii.gov/medicare/overview).

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This Retiree Plan has been determined to be a “Retiree Only Plan,” meaning it is not subject to many group health requirements, including HIPAA Non-Discrimination, Mental Health Parity, and the Affordable Care Act.

MEDICARE NOTICE OF CREDITABLE COVERAGE REMINDER
If you or your eligible dependents are currently Medicare eligible or will become Medicare eligible during the next 12 months, you need to know whether the prescription drug coverage that you elect under the Medical Plan options available to you are or are not creditable with (as valuable as) Medicare’s prescription drug coverage.
To find out whether the prescription drug coverage under the medical plan options offered by the EUTF are creditable or not, you should review the Plan’s Medicare Part D Notice of Creditable Coverage available on page 44.
NOTE: If you are enrolled in SilverScript prescription drug coverage or the Kaiser Permanente Senior Advantage plan, you already have Medicare prescription drug coverage, and this notice does not apply to you.

Introduction

The **Hawaii Employer-Union Health Benefits Trust Fund**, more commonly known as the **EUTF**, provides medical, prescription drug, dental, vision, and life insurance benefits to all eligible State of Hawaii, City and County of Honolulu, County of Hawaii, County of Maui, and County of Kauai employees, retirees, and their qualified dependents.

The EUTF is a State agency administratively attached to the State of Hawaii Department of Budget and Finance and is governed by a 10-member, governor-appointed board of trustees.

The EUTF is responsible for designing the health benefit plans (e.g., coinsurance, copayments, and deductibles) subject to federal and state regulations, contracting with insurance carriers and pharmacy benefit managers to provide the services, and developing and/or negotiating premium rates.

If you have any questions regarding the information provided in this Highlights Guide, please contact the EUTF Customer Call Center at **1-808-586-7390** or toll-free at **1-800-295-0089**, for clarification.

Disclaimer

This Highlights Guide offers general information on your health and other benefit plans that are exclusively governed by the Hawaii Revised Statutes, the EUTF Administrative Rules as they are amended from time to time, and the carrier plan documents—all of which are available on the EUTF website at eutf.hawaii.gov. Nothing in this Guide is intended to amend, change, or contradict these documents. This Guide is not a legal document or contract, and the information in this Guide is not intended as legal advice or to create any legal or contractual liabilities.

Various health plan providers offer services to EUTF members that are specific products of the provider. These services are not a part of the health benefits package provided to you by the State of Hawaii and its Counties by virtue of your employment or membership in the EUTF. These services are provided only as pilot programs and are subject to modification or termination at any time by the service provider, EUTF, and/or the State at their sole discretion. The State and EUTF expressly do not promise, do not warrant, do not guarantee, and make no representation that these services will be available to EUTF active or retired employees or their beneficiaries at any time in the future or in any form or manner.

Individuals With Special Needs

This Highlights Guide can be made available to individuals who have special needs or who need auxiliary aids for effective communication (i.e., large print or audiotape), as required by the Americans with Disabilities Act of 1990. Please contact the EUTF office at **1-808-586-7390** or toll-free at **1-800-295-0089**, for special needs.

What's New for 2024

The following changes are effective January 1, 2024, unless otherwise specified:

HMSA

1. Added the Human Papillomavirus Virus (HPV) screening benefit, in accordance with U.S. Preventive Services Task Force Grade A & B recommendations, at the same benefit level as screening services to the EUTF and HSTA VB retiree plans.
2. Increased the benefit maximum for the orthodontic treatment of orofacial anomalies from \$5,500 to \$6,900 under the EUTF and HSTA VB retiree plans.
3. Added the Virta Diabetes Management Program under the EUTF and HSTA VB retiree plans. There is no member cost share and a lifetime limit of 24 months.
4. Changed to allow coverage of specialty drugs administered in the physician's office (including ambulatory infusion suites and home IV/infusion sites) under the EUTF and HSTA VB retiree plans (effective July 1, 2023).

Kaiser Permanente

5. Increased the benefit maximum for the orthodontic treatment of orofacial anomalies from \$5,500 to \$6,898 under the EUTF and HSTA VB non-Medicare retiree plans.

Humana

6. Added Post-Discharge In-Home Personal Care Services at no member cost share for a minimum of 4 hours per day, up to a maximum of 8 hours total per discharge, for certain in-home support services following a discharge from a skilled nursing facility or from an inpatient hospitalization.

CVS Caremark

7. Added the Tier 1 Strategy to the EUTF non-Medicare retiree plans, where select brand products will process at a generic copay when the cost for the brand is less than the generic. Member pays the generic copay or the cost of the drug whichever is less (effective July 1, 2023).
8. Added prior authorization requirement for anti-diabetic GLP-1 (e.g., Ozempic, Rybelsus, Trulicity, Victoza) and GIP/GLP-1 agonists agents (e.g., Mounjaro) to the EUTF non-Medicare retiree plans (effective July 1, 2023).

HDS

9. Added Total Health Plus, a supplemental set of benefits that provides 100% coverage for additional cleanings and/or fluoride treatments for high risk patients with certain medical conditions or diagnoses, under the retiree plan (effective January 1, 2023).

Premium Rate Changes

For information about the 2024 monthly premium rates that take effect January 1, 2024, see the Monthly Health Plan Premiums section, starting on page 29.

Recurring Electronic Premium Deduction Requirement

NOTE: If you retired on or after **October 1, 2020**, and are responsible for paying a portion of your or your dependent's monthly health benefits premium, you are required to enroll in a recurring electronic premium deduction (Hawaii Law Act 62, SLH 2020).

The EUTF offers two options:

- ACH deductions from your bank
- Employees' Retirement System of the State of Hawaii (ERS) pension deductions

Enrollment forms for ACH or ERS pension deductions are available at the back of this guide or on the EUTF website at eutf.hawaii.gov.

Visit the EUTF Website

Be sure to visit the EUTF website at eutf.hawaii.gov. Not only does it provide more details than this Highlights Guide about your specific benefit plans, it includes resources to help support your health and well-being, news articles, health plan provider contacts, frequently asked questions, forms and documents to print and download, and much more.



Important Enrollment Information

About Open Enrollment

Now is the time for you to review whether the health coverage you have for yourself and your family continues to best meet your needs. During the open enrollment election period, you can:

- Add, change, or drop a plan
- Add or remove dependents
- Change coverage tiers, such as changing from Self to Family, or Family to Two-Party

If you decide to keep your current plans, you don't need to take action. You are not required to complete any forms to continue your current coverage.

If you are making changes, complete and submit the EC-2 enrollment form at the back of this guide or on the website at eutf.hawaii.gov (or the EC-2H enrollment form for those enrolled in the HSTA VB benefit plans).

For open enrollment change requests, submit your completed EC-2/EC-2H enrollment form and required supporting documents to the EUTF via U.S. mail (201 Merchant Street, Suite 1700, Honolulu, HI 96813) or in-person by October 31, 2023, for changes to be effective January 1, 2024. The EUTF will not contact you regarding outstanding supporting documents and late submissions will not be accepted.

Important Dates

October 16–31, 2023:
Open enrollment election period

January 1, 2024:
Premium changes take effect and the Base Monthly Contribution (BMC) may change

January 31, 2024:
For retirees responsible for paying a portion of health benefit premiums, new monthly retiree premiums deducted from ERS pension or ACH from your bank.

January 1, 2024 – December 31, 2024:
Retiree benefit plan coverage period

Required Supporting Documents

Enrollment Type	Required Documents
Self	No documents required
Adding a Spouse/Partner	<ul style="list-style-type: none">• Marriage or Civil Union Certificate• Domestic Partnership forms (available at eutf.hawaii.gov)
Adding a Dependent Child	<ul style="list-style-type: none">• Birth Certificate• Guardianship Decree (if legal guardian)• Adoption Decree (if child is placed for adoption or adopted)
Dependent Children Ages 19 through 23	<ul style="list-style-type: none">• Student Certification from accredited school on school letterhead with registrar's signature confirming full-time status or certificate from the National Student Clearinghouse (transcripts and class schedules are not accepted).

Eligible for Medicare?

If you or your dependents are eligible for Medicare—or will be this year—please be sure to review the Medicare section of the EUTF website (eutf.hawaii.gov/medicare/overview), so you are aware of how this will affect your plans, as well as the statutory Medicare Part B enrollment requirements (see page 4).

EUTF Retiree Open Enrollment Virtual Fair

October 16–31, 2023

The EUTF will be hosting a virtual open enrollment fair in place of in-person informational sessions. You can attend virtually from your laptop, tablet, or PC!

At the virtual fair, you will be able to:

- Attend a live webinar presentation by an EUTF representative
- Watch on-demand video presentations from HMSA, Kaiser Permanente, Humana, CVS Caremark/SilverScript, VSP, HDS, and Securian
- Learn about health plan and premium changes (effective January 1, 2024)
- Learn money saving tips

How to attend the fair

On the day of the fair, go to eutf.hawaii.gov/learning-center and click on “Retiree Open Enrollment Fair.” You’ll be able to view on-demand video presentations from the EUTF and each of the insurance carriers and attend an EUTF live webinar. Please see the schedule below for a list of live webinars.

DATE	TIME
Monday–Friday, October 16-20, 2023	9:00-9:30 a.m.
Wednesday–Friday, October 25-27, 2023	10:00–10:30 a.m.

Technology needed to attend

Participants will need a computer and internet access to attend. For the best experience, use an up-to-date version of Google Chrome (preferred), Safari, or Firefox from a desktop/laptop.

Your Open Enrollment Checklist

- Know your current coverage.** What plans are you currently enrolled in? And which dependents are you covering? You may contact EUTF at **1-808-586-7390** or toll-free at **1-800-295-0089**, to confirm your current coverage.

- Learn more about the choices available to you.** You have a number of resources to help:
 - **Read this *2024 Retiree Health Benefits Highlights Guide*** for the summaries of your plan options, including what's new or changing for 2024 (see page 7).
 - **Visit the EUTF website at eutf.hawaii.gov** for full details about the plans, including extra programs supporting your health and wellness, tips to help you save on health care costs, and more. It also includes links to the insurance carriers' websites. Questions regarding specific plan provisions should be directed to the carriers (see pages 49-50).
 - **Attend the online Open Enrollment Virtual Fair** to get more details and ask questions of our EUTF Outreach & Training Specialist. See page 10 for the schedule.

- Check your costs.** You can find the monthly premium rates on pages 32-33 of this Highlights Guide. The premium amounts listed show the full cost for each plan.

To determine whether you need to pay a portion of the monthly premiums, you will also need to review the 2024 Base Monthly Contribution (BMC) and employer contribution amounts, which were not available at the time this Guide went to press. Please visit the EUTF website at eutf.hawaii.gov in December for the 2024 Base Monthly Contribution amount to determine the contributions that take effect January 1, 2024.

Dependents No Longer Eligible?

IMPORTANT: If any of your dependents are no longer eligible (e.g., due to a divorce, legal separation, a child no longer being a full-time student or who gets married), they cannot continue to be covered under the EUTF or HSTA VB retiree plans. You are required to notify the EUTF and make terminations in coverage when these events occur. Do not wait for open enrollment to submit these terminations. If your dependent child is reaching the maximum age covered (24 if they were a full-time student), disenrollment will occur automatically, and an enrollment form is not necessary.

-
- Enrolling Dependents?** Gather your supporting documents. You may add or remove dependents from your plan, including a spouse/partner or eligible children. Please visit the “EUTF Retiree – Eligibility” webpage (eutf.hawaii.gov/retirees/eutf-retiree/eligibility) for eligibility definitions and information on required supporting documents.

If your dependent is eligible for Medicare, he/she must be enrolled in Medicare Part B to be covered under your EUTF or HSTA VB retiree medical and/or prescription drug plans (see page 4).

- Make a decision about which plans best suit your needs**, and whether you want to keep or change your current coverage.
 - **If you decide to keep your current plans, you don’t need to do anything.** You are not required to complete any forms to keep your current coverage.
 - **If you wish to make any changes**, complete the next step.

- If you are making changes**, complete and submit the EC-2 enrollment form at the back of this guide or on the website at eutf.hawaii.gov (or the EC-2H enrollment form for those enrolled in the HSTA VB benefit plans).
 - **Submit your completed enrollment form and required supporting documents to the EUTF via U.S. mail (201 Merchant Street, Suite 1700, Honolulu, HI 96813) or in-person by October 31, 2023.** If you are submitting by U.S. mail, enrollment forms and required supporting documents must be postmarked by October 31, 2023.
 - **If you are enrolling in EUTF plans for the first time**, you must submit a copy of your ERS retirement estimate letter and electronic premium deduction form (if responsible for paying for a portion of your or your dependent’s monthly health benefits premium).

NOTE: Forms and required supporting documents postmarked after October 31, 2023, will be rejected.

The EUTF will send you an enrollment confirmation notice after the processing of open enrollment forms is completed.

Health Plan Basics

Medical and Prescription Drug Plans

Since Medicare has a significant impact on our retiree medical and prescription drug plans, EUTF retirees are separated into two groups:

- **Non-Medicare Retirees** – Retirees and their eligible dependents who are not yet eligible for Medicare. State and County employees who retire before becoming Medicare eligible may select non-Medicare medical and prescription drug plan options for themselves and their eligible dependents. See pages 14-16 for these benefit summaries.
- **Medicare Retirees** – Retirees and their eligible dependents who are enrolled in Medicare. Hawaii Revised Statutes 87A and EUTF Administrative Rules require that you enroll in Medicare Part B when eligible in order to enroll in any EUTF or HSTA VB retiree medical and/or prescription drug plan (see page 4). See pages 17-19 for these benefit summaries.

Premiums are based on the Medicare status of the retiree.

Dental, Vision, and Life Insurance Plans

The EUTF and HSTA VB retiree dental, vision, and life insurance plans are the same for both non-Medicare and Medicare retirees. See pages 26-28 for these benefit summaries.

Important Information for Out-of-State Retirees Enrolled in Kaiser Permanente Medical Plans

Act 167, 2006 Session Laws of Hawaii changed the contribution method for health insurance premiums for retirees outside of Hawaii effective July 1, 2007. The EUTF no longer offers group coverage for Kaiser Permanente members residing on the Mainland. However, you may be able to enroll in an individual Kaiser Permanente medical plan of your choice if one is available in your area. The EUTF will reimburse your premiums paid for an individual health insurance policy with Kaiser Permanente.

Your premium reimbursement will be the lesser of:

- The actual cost of the medical and prescription drug plan, or
- The amount of the State or County contribution for the most comparable Kaiser Permanente health plan.

Reimbursements are paid by the EUTF on a quarterly basis upon receipt of documentation that the premiums for an individual health insurance policy have been paid by the retiree-beneficiary and are limited to a two-year lookback period.

Benefit Summaries: Non-Medicare

Retirees who are not yet eligible for Medicare may enroll in non-Medicare retiree medical and prescription drug plan options. The charts on the following pages outline both EUTF and HSTA VB* plan options.

These charts are intended to provide a summary of plan benefits. Certain limitations, restrictions, and exclusions apply to all insurance plans. For complete information on plan benefits, please refer to the *HMSA Guide to Benefits* or the *Kaiser Permanente Hawaii's Guide to Your Health Plan*. You may download them from the EUTF website at eutf.hawaii.gov or request them directly from HMSA or Kaiser Permanente. Plan benefits vary based on the plan selected.

In the case of a discrepancy between the information provided in this Highlights Guide and what is listed in the carrier's benefit summary, the language in the carrier's benefit summary will take precedence.

* HSTA VB plan options were created for HSTA retirees who were enrolled in the HSTA VB retiree plans prior to January 1, 2011. These plans are no longer accepting new enrollees.



EUTF Medical and Prescription Drug Benefits — Non-Medicare

MEDICAL	HMSA 90/10 PPO Plan		Kaiser Permanente HMO Plan ¹
	In-Network	Out-of-Network	HMO Network
Calendar Year Deductible	\$100/person \$300/family		None
Calendar Year Maximum Out-of-Pocket Limit	\$2,500/person \$7,500/family		\$2,000/person \$6,000/family
Lifetime Benefit Maximum	None		None
Physician Office Visit	10% ²	30%	\$15
Online Care (through hmsaonlinecare.com or kp.org)	No charge ²	Not covered	No charge
Urgent Care Visit	10% ²	30%	\$15 (in service area) 20% (out of service area)
Emergency Room	10% ²	10% ²	\$50 (in service area) 20% (out of service area)
Ambulance Air	20%	20%	20%
Ambulance Ground	20%	30%	20%
Inpatient Hospital Services	10% ²	30%	No charge
Outpatient Surgery	10% ²	30%	\$15
Outpatient Testing, Lab, and X-Ray Services	20% ²	30%	\$15
Annual Physical Exam	No charge ²	30% ²	No charge
Preventive Screening	20% ²	30%	No charge
Inpatient Mental Health	10% ²	30%	No charge
Outpatient Mental Health	10% ²	30%	\$15
Chiropractic Services	Not covered	Not covered	Not covered

PRESCRIPTION DRUG	CVS PPO Drug Plan ³			Kaiser Permanente HMO Plan ⁴	
	In-Network	Out-of-Network ⁵	Retail 90/ Mail Order	HMO Network	Mail Order
Day Supply	30/60/90			30/60/90	
Generic	\$5/\$10/\$15	\$5/\$10/\$15 + 20%	\$5/\$10/\$10	\$15/\$30/\$45	\$15/\$30/\$30
Preferred Brand	\$15/\$30/\$45	\$15/\$30/\$45 + 20%	\$15/\$30/\$30		
Non-Preferred Brand	\$30/\$60/\$90	\$30/\$60/\$90 + 20%	\$30/\$60/\$60		
Preferred Insulin	\$5/\$10/\$15	\$5/\$10/\$15 + 20%	\$5/\$10/\$10	\$15/\$30/\$45	Not covered
Other Insulin	\$15/\$30/\$45	\$15/\$30/\$45 + 20%	\$15/\$30/\$30		
Preferred Diabetic Supplies	No charge	20%	No charge	\$15/\$30/\$45	\$15/\$30/\$30
Other Diabetic Supplies	\$15/\$30/\$45	\$15/\$30/\$45 + 20%	\$15/\$30/\$30		
Specialty Drugs/Injectables	20% (up to a 30-day supply) Up to \$250 per fill; \$2,000 maximum out-of-pocket per calendar year; \$30 copay for oral oncology specialty medications Mail Pharmacy: Not covered			\$15 (up to a 30-day supply) Not all drugs can be mailed; restrictions and limitations apply	

¹ Kaiser Permanente Members only: (a) Except for certain situations described in your Group Medical and Hospital Service Agreement, all claims, disputes, or causes of action arising out of or related to your Group Medical and Hospital Service Agreement, its performance, or alleged breach, or the relationship or conduct of the parties, must be resolved by binding arbitration. For claims, disputes, or cause of action subject to binding arbitration, all parties and family members give up the right to jury or court trial. For a complete description of arbitration information, please see your Group Medical and Hospital Service Agreement. (b) Members must reimburse Kaiser Permanente for care provided or paid for by Kaiser Permanente (from the proceeds of any settlement, judgment, or other payment the Member receives) if the care is for harm caused or alleged to be caused by a third party.

² Not subject to the deductible

³ This plan is the prescription drug coverage for the HMSA PPO medical plan option and is administered by CVS Caremark. Note: Maintenance medications can be filled at any retail network pharmacy or through mail order but must be filled in a 90-day supply after the first three 30-day initial fills.

⁴ The Kaiser Permanente prescription drug coverage is included under the Kaiser Permanente HMO medical plan.

⁵ If you receive services from an out-of-network pharmacy, you will pay full price for the prescription and must file a claim for reimbursement. You are responsible for the copayment, including the penalty %, and any difference between the actual charge and the eligible charge.

HSTA VB Medical and Prescription Drug Benefits – Non-Medicare

MEDICAL	HMSA 90/10 PPO Plan		Kaiser Permanente HMO Plan ¹
	In-Network	Out-of-Network	HMO Network
Calendar Year Deductible	None	\$100/person \$300/family	None
Calendar Year Maximum Out-of-Pocket Limit	\$2,000/person \$6,000/family		\$2,000/person \$6,000/family
Lifetime Benefit Maximum	\$2,000,000 for all individuals combined; \$25,000/calendar year thereafter		None
Physician Office Visit	10%	30%	\$15
Online Care (through hmsaonlinecare.com or kp.org)	No charge	Not covered	No charge
Urgent Care Visit	10%	30%	\$15 (in service area) 20% (out of service area)
Emergency Room	10%	10% ²	\$50 (in service area) 20% (out of service area)
Ambulance Air	10%	10% ²	20%
Ambulance Ground	10%	30%	20%
Inpatient Hospital Services	10%	30%	No charge
Outpatient Surgery	10%	30%	\$15
Outpatient Testing, Lab, and X-Ray Services	10%	30%	\$15
Annual Physical Exam	No charge (limits apply)	No charge ² (limits apply)	No charge
Preventive Screening	10%	30%	No charge
Inpatient Mental Health	10%	30%	No charge
Outpatient Mental Health	10%	30%	\$15
Chiropractic Services (administered through American Specialty Health, Inc.)	\$12 (20 visits/year)	Not covered	\$12 (20 visits/year)

PRESCRIPTION DRUG	CVS PPO Drug Plan ³		Kaiser Permanente HMO Plan ⁴	
	In-Network/Mail Order	Out-of-Network ⁵	HMO Network	Mail Order
Day Supply	30/60/90		30/60/90	
Generic	\$5/\$9/\$9	\$5/\$9/\$9+30%	\$10/\$20/\$30	\$10/\$20/\$20
Brand	\$15/\$27/\$27	\$15/\$27/\$27+30%		
Insulin	\$5/\$9/\$9	\$5/\$9/\$9+30%	\$10/\$20/\$30	Not covered
Diabetic Supplies	No charge	No charge	50%	50%
Specialty Drugs/Injectables	Generic/brand copays apply Mail Pharmacy: Not covered		\$10 (up to a 30-day supply) Not all drugs can be mailed; restrictions and limitations apply	

¹ Kaiser Permanente Members only: (a) Except for certain situations described in your Group Medical and Hospital Service Agreement, all claims, disputes, or causes of action arising out of or related to your Group Medical and Hospital Service Agreement, its performance, or alleged breach, or the relationship or conduct of the parties, must be resolved by binding arbitration. For claims, disputes, or cause of action subject to binding arbitration, all parties and family members give up the right to jury or court trial. For a complete description of arbitration information, please see your Group Medical and Hospital Service Agreement. (b) Members must reimburse Kaiser Permanente for care provided or paid for by Kaiser Permanente (from the proceeds of any settlement, judgment, or other payment the Member receives) if the care is for harm caused or alleged to be caused by a third party.

² Not subject to the deductible

³ This plan is the prescription drug coverage for the HMSA PPO medical plan option and is administered by CVS Caremark.

⁴ The Kaiser Permanente prescription drug coverage is included under the Kaiser Permanente HMO medical plan.

⁵ If you receive services from an out-of-network pharmacy, you will pay full price for the prescription and must file a claim for reimbursement. You are responsible for the copayment, including the penalty %, and any difference between the actual charge and the eligible charge.

Benefit Summaries: Medicare

Retirees who are enrolled in Medicare may enroll in Medicare retiree medical and prescription drug plan options. The charts on the following pages outline both EUTF and HSTA VB* plan options.

These charts are intended to provide a summary of plan benefits. Certain limitations, restrictions, and exclusions apply to all insurance plans. For complete information on plan benefits, please refer to the *HMSA Guide to Benefits*, the *Humana Medicare Advantage PPO Guidebook for Hawaii*, or the *Kaiser Permanente Enrollment Guide*. You may download them from the EUTF website at eutf.hawaii.gov or request them directly from HMSA, Humana, or Kaiser Permanente. Plan benefits vary based on the plan selected.

In the case of a discrepancy between the information provided in this Highlights Guide and what is listed in the carrier's benefit summary, the language in the carrier's benefit summary will take precedence.

* HSTA VB plan options were created for HSTA retirees who were enrolled in the HSTA VB retiree plans prior to January 1, 2011. These plans are no longer accepting new enrollees.

Medicare 101

For a general overview of Medicare, including how to enroll, information about Medicare Part B and Part D coverage, and answers to frequently asked questions, be sure to visit the EUTF "Medicare - Overview" webpage (eutf.hawaii.gov/medicare/overview).



EUTF Medical and Prescription Drug Benefits – Medicare

MEDICAL	HMSA 90/10 PPO Plan (Supplemental Plan to Medicare)		Humana Medicare Advantage Plan	Kaiser Permanente Senior Advantage Plan ¹
	In-Network	Out-of-Network	In-Network/ Out-of-Network	HMO Network
Calendar Year Deductible	\$100/person \$300/family		\$100/person	None
Calendar Year Maximum Out-of-Pocket Limit	\$2,500/person \$7,500/family		\$2,500/person	\$2,000/person \$6,000/family
Lifetime Benefit Maximum	None		None	None
Physician Office Visit	10% ²	30%	10% ²	\$15
Online Care (through hmsaonlinecare.com, myhumana.com, or kp.org)	No charge ²	Not covered	Primary Care: No charge Specialist: 10% Behavioral Health and Substance Abuse: No charge	No charge
Urgent Care Visit	10% ²	30%	10% ²	\$20
Emergency Room	10% ²	10% ²	10% ² (waived if admitted within 24 hours)	\$50
Ambulance Air	20%	20%	10%	20%
Ambulance Ground	20%	30%	10%	20%
Inpatient Hospital Services	10% ²	30%	10%	No charge
Outpatient Surgery	10% ²	30%	10%	\$15
Outpatient Testing, Lab, and X-Ray Services	20% ²	30%	10%	No charge
Annual Physical Exam	No charge ²	30% ²	No charge ²	No charge
Preventive Screening	20% ²	30%	No charge ²	No charge
Inpatient Mental Health	10% ²	30%	10%	No charge
Outpatient Mental Health	10% ²	30%	Facility: 10% Physician visit: 10% ²	\$15
Chiropractic Services	Not covered	Not covered	10% ²	\$15
For Medicare-covered services only (manual manipulation of the spine to correct subluxation)				

PRESCRIPTION DRUG	SilverScript (SSI) Medicare Part D PPO Drug Plan ³		Kaiser Permanente Senior Advantage Plan ⁴	
	In-Network/Mail Order	Out-of-Network ⁵	HMO Network	Mail Order
Day Supply	30/60/90		30/60/90	
Generic	\$5/\$10/\$10	\$5/\$10/\$10 + 20%	\$15/\$30/\$45	\$15/\$30/\$30
Preferred Brand	\$15/\$30/\$30	\$15/\$30/\$30 + 20%		
Non-Preferred Brand	\$30/\$60/\$60	\$30/\$60/\$60 + 20%		
Insulin	\$5/\$10/\$10	\$5/\$10/\$10 + 20%	\$15/\$30/\$45	Not covered
Diabetic Supplies	No charge Meters: Covered by Medicare Part B and the HMSA and Humana medical plans	20% Meters: Covered by Medicare Part B and the HMSA and Humana medical plans	Lancets, strips, and meters: 20% Syringes/needles: \$15/\$30/\$45	Lancets, strips, and meters: 20% Syringes/needles: \$15/\$30/\$30
Specialty Drugs (including high-cost drugs as defined by CMS) and Injectables	20% (up to a 30-day supply) Up to \$250 per fill; \$2,000 In-Network maximum out-of-pocket per calendar year \$30 copay for oral oncology specialty medications Mail Pharmacy: Not covered	50% \$30 copay (up to a 30-day supply) + 20% for oral oncology specialty medications	\$15 (up to a 30-day supply) Not all drugs can be mailed; restrictions and limitations apply	

¹ Kaiser Permanente Members only: (a) Except for certain situations described in your Group Medical and Hospital Service Agreement, all claims, disputes, or causes of action arising out of or related to your Group Medical and Hospital Service Agreement, its performance, or alleged breach, or the relationship or conduct of the parties, must be resolved by binding arbitration. For claims, disputes, or cause of action subject to binding arbitration, all parties and family members give up the right to jury or court trial. For a complete description of arbitration information, please see your Group Medical and Hospital Service Agreement. (b) Members must reimburse Kaiser Permanente for care provided or paid for by Kaiser Permanente (from the proceeds of any settlement, judgment, or other payment the Member receives) if the care is for harm caused or alleged to be caused by a third party.

² Not subject to the deductible

³ The EUTF's Medicare Part D prescription drug plan is administered by SilverScript (SSI), the Medicare Part D administrator for CVS Caremark. This plan is the prescription drug coverage for Medicare retirees enrolled in the HMSA and Humana PPO medical plan options and for stand-alone drug coverage.

⁴ The Kaiser Permanente Medicare Part D prescription drug coverage is included under the Kaiser Permanente Senior Advantage medical plan.

⁵ If you receive services from an out-of-network pharmacy, you will pay full price for the prescription and must file a claim for reimbursement. You are responsible for the copayment, including the penalty %, and any difference between the actual charge and the eligible charge.

HSTA VB Medical and Prescription Drug Benefits — Medicare

MEDICAL	HMSA 90/10 PPO Plan		Kaiser Permanente Senior Advantage Plan ¹
	In-Network	Out-of-Network	HMO Network
Calendar Year Deductible	None	\$100/person \$300/family	None
Calendar Year Maximum Out-of-Pocket Limit	\$2,000/person \$6,000/family		\$2,000/person \$6,000/family
Lifetime Benefit Maximum	\$2,000,000 for all individuals combined; \$25,000/calendar year thereafter		None
Physician Office Visit	10%	30%	\$15
Online Care (through hmsaonlinecare.com or kp.org)	No charge	Not covered	No charge
Urgent Care Visit	10%	30%	\$20
Emergency Room	10%	10% ²	\$50
Ambulance Air	10%	10% ²	20%
Ambulance Ground	10%	30%	20%
Inpatient Hospital Services	10%	30%	No charge
Outpatient Surgery	10%	30%	\$15
Outpatient Testing, Lab, and X-Ray Services	10%	30%	No charge
Annual Physical Exam	No charge (limits apply)	No charge ² (limits apply)	No charge
Preventive Screening	10%	30%	No charge
Inpatient Mental Health	10%	30%	No charge
Outpatient Mental Health	10%	30%	\$15
Chiropractic Services (administered through American Specialty Health, Inc.)	\$12 (20 visits/year)	Not covered	\$12 (20 visits/year)

PRESCRIPTION DRUG	SilverScript (SSI) Medicare Part D PPO Drug Plan ³		Kaiser Permanente Senior Advantage Plan ⁴	
	In-Network/Mail Order	Out-of-Network ⁵	HMO Network	Mail Order
Day Supply	30/60/90		30/60/90	
Generic	\$3/\$9/\$9	\$3/\$9/\$9 + 30%	\$10/\$20/\$30	\$10/\$20/\$20
Brand	\$9/\$27/\$27	\$9/\$27/\$27 + 30%		
Insulin	\$3/\$9/\$9	\$3/\$9/\$9 + 30%	\$10/\$20/\$30	Not covered
Diabetic Supplies	No charge Meters: Covered by Medicare Part B and the HMSA PPO medical plan	30% Meters: Covered by Medicare Part B and the HMSA PPO medical plan	20%	20%
Specialty Drugs/Injectables	Generic/brand copays apply Mail Pharmacy: Not covered		\$10 (up to a 30-day supply) Not all drugs can be mailed; restrictions and limitations apply	

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² Not subject to the deductible

³ The HSTA VB's Medicare Part D prescription drug plan is administered by SilverScript (SSI), the Medicare Part D administrator for CVS Caremark. This plan is the prescription drug coverage for Medicare retirees enrolled in the HMSA PPO medical plan option.

⁴ The Kaiser Permanente Medicare Part D prescription drug coverage is included under the Kaiser Permanente Senior Advantage medical plan.

⁵ If you receive services from an out-of-network pharmacy, you will pay full price for the prescription and must file a claim for reimbursement. You are responsible for the copayment, including the penalty %, and any difference between the actual charge and the eligible charge.

Coordination of Benefits for Medicare

When a retiree is covered by more than one health insurance plan, Coordination of Benefits (COB) determines which plan should be the primary and secondary payer for services.

Medicare Secondary Payer

When a retiree has Medicare and another medical insurance plan, Medicare Secondary Payer (MSP) rules are used to determine COB. MSP rules state that in most cases, Medicare will be the primary payer if a Medicare beneficiary is also covered under an employer retirement group health plan. Information about MSP is available online at [Medicare.gov](https://www.medicare.gov).

Medicare Annual Deductible

The Medicare annual deductible is applied for most Medicare Part A and B services and must first be satisfied before Medicare benefits can be applied. Medicare annual deductibles are based on a calendar year and are adjusted annually. Medicare annual deductibles for 2023* are as follows:

- 2023 Medicare Part A Hospital Deductible \$1,600
- 2023 Medicare Part B Medical Deductible \$226

* Medicare annual deductibles for 2024 were not available at the time of print.

Coordination of Benefits (COB)

For retirees with Medicare Part A and B enrolled in the EUTF HMSA 90/10 PPO plan, COB is available when services are received from an HMSA participating provider who also accepts Medicare assignment.

To help coordinate your benefits, please give your providers the information about your Medicare and EUTF plans. COB examples are provided on the following pages. Retirees will be responsible for any non-covered charges such as taxes.

Note: If you are enrolled in the Humana Medicare Advantage PPO plan or Kaiser Permanente Senior Advantage plan, there is no Coordination of Benefits with Medicare.

Coordination of Medicare Benefits Examples

Table of Claims Examples

Claim	Service	Date of Service	Charge	Medicare Part B Payment	HMSA Plan Payment	HMSA Member Owes	Humana Member Owes
#1	Office Visit	1/3/2024	\$105.00	\$0.00	\$94.50	\$10.50	\$10.50
	Diagnostic Test (Outpatient)	1/3/2024	\$121.00	\$0.00	\$96.80	\$24.20	\$102.10
			\$226.00	\$0.00	\$191.30	\$34.70	\$112.60
#2	Office Visit	2/3/2024	\$105.00	\$84.00	\$21.00	\$0.00	\$10.50
	Diagnostic Test (Outpatient)	2/3/2024	\$128.00	\$102.40	\$25.60	\$0.00	\$12.80
			\$233.00	\$186.40	\$46.60	\$0.00	\$23.30
#3	Inpatient Hosp. – Room & Board	2/20/2024	\$15,000.00	\$13,400.00	\$1,600.00	\$0.00	\$1,500.00
#4	Prosthesis	2/20/2024	\$500.00	\$400.00	\$0.00	\$100.00	\$50.00

Example 1: Medicare/HMSA Coordination With Medicare Part B Annual Deductible

Reminder: No COB for Humana or Kaiser Permanente

If you are enrolled in the Humana Medicare Advantage PPO plan or Kaiser Permanente Senior Advantage plan, there is no Coordination of Benefits with Medicare.

Claim #1:

Medicare/HMSA: Member received services from an HMSA participating provider who accepts Medicare assignment. There will be no payment by Medicare, as Medicare will apply \$226.00 toward the annual Medicare Part B deductible. (At this point, the annual Medicare Part B deductible is met.) HMSA will process the office visit claim at 90% of eligible charge and the outpatient diagnostic test claim at 80% of eligible charge. The member owes the 10% balance of the office visit claim and the 20% balance of the outpatient diagnostic claim, plus any non-covered charges such as taxes.

Humana: There is no COB on the Humana plan. All in- and out-of-network claims are submitted to and processed by Humana. Humana will pay the office visit claim at 90% of eligible charge, and the member owes the 10% balance. Humana will pay the outpatient diagnostic test claim at 90% of eligible charge after the member pays the \$100 annual deductible. The member owes \$100, plus 10% of the remaining eligible charge (\$2.10), for the outpatient diagnostic test claim. (At this point, the \$100 deductible is met.)

Claim #2:

Medicare/HMSA: Because the annual Medicare Part B deductible was met with Claim #1, Medicare will apply plan benefits (80% of eligible charge in this illustration), and HMSA will coordinate payment of the remaining balance of eligible charges. Although the member owes a zero balance in eligible charges, the member may be responsible for any non-covered charges such as taxes.

Humana: There is no COB on the Humana plan. Humana will pay the office visit claim at 90% of eligible charge, and the member owes the 10% balance. Since the annual deductible was met with Claim #1, Humana will pay the outpatient diagnostic test claim at 90% of eligible charge, and the member owes the 10% balance.

Example 2: Medicare/HMSA Coordination With Medicare Part A Hospital Deductible

Claim #3:

Medicare/HMSA: Member received services at an HMSA participating facility that accepts Medicare assignment. Member has not had any previous inpatient visits within the last 60 days. Medicare Part A will process 100% of facility charges less the Medicare Part A deductible of \$1,600.00. (At this point, the Medicare Part A deductible is met.) HMSA will coordinate payment of the remaining balance of eligible charges. Although member owes a zero balance in eligible charges, the member may be responsible for any non-covered charges such as taxes.

Humana: There is no COB on the Humana plan. Humana will pay the inpatient hospital claim at 90% of eligible charge, and the member owes the 10% balance, limited to the Annual Maximum Out-of-Pocket of \$2,500 per covered individual. Once the member has reached the Annual Maximum Out-of-Pocket, covered services will be paid by the Humana plan at 100%.

Example 3: Medicare/HMSA Coordination With HMSA Annual Deductible

Claim #4:

Medicare/HMSA: Member received services from an HMSA participating provider who accepts Medicare assignment. Because the annual Medicare Part B deductible was met with Claim #1, Medicare will apply plan benefits (80% of eligible charge in this illustration). Durable Medical Equipment benefits are subject to a \$100 annual deductible, and, therefore, \$100 is applied to the HMSA deductible. Member owes \$100 in addition to any non-covered charges such as taxes. (At this point, the \$100 deductible is met.)

Humana: There is no COB on the Humana plan. Humana will pay the prosthesis claim at 90% of eligible charge, and the member owes the 10% balance.

Note: Assumptions are used for illustration purposes only, since Medicare deductibles and benefits are subject to change.

Humana Medicare Advantage PPO Plan

Enrollment

If you plan to enroll in the EUTF Humana Medicare Advantage PPO plan, you must:

- Be enrolled in Medicare Part A and B
- Attach a copy of your Medicare card to your EC-2 enrollment form. To avoid a break in coverage, your EC-2 must be signed and dated prior to the date of your retirement.
- Reside in Humana's Medicare Advantage service area*

If you plan to enroll your spouse/partner/disabled child:

- Your spouse/partner/disabled child must be enrolled in Medicare Part A and B.
- You must attach a copy of his/her Medicare card to your EC-2 enrollment form.
- Your spouse/partner/disabled child must sign the EC-2 enrollment form.
- Your spouse/partner/disabled child must reside in Humana's Medicare Advantage service area.*
- The maximum enrollment in the Family Tier is three (3) individuals, including you.

Important things to know if you enroll in the EUTF Humana Medicare Advantage PPO plan:

- If you enroll in a non-EUTF Medicare Advantage plan and/or a non-EUTF Medicare prescription drug plan, you will be disenrolled from the EUTF Humana Medicare Advantage plan and/or the EUTF SilverScript Medicare prescription drug plan.
- If you are enrolled in a non-EUTF individual Medicare Part D prescription drug plan (not an EUTF Medicare prescription drug plan) and you enroll in the EUTF Humana plan, you will be disenrolled from the individual Medicare Part D prescription drug plan.
- If you are enrolled in an HSTA VB retiree plan and change to the EUTF Humana plan, you will not be allowed to re-enroll in HSTA VB retiree plans in the future.
- The EUTF Humana plan does not include prescription drug coverage, so if you enroll in the EUTF Humana plan and want prescription drug coverage, you should also enroll in the EUTF SilverScript Medicare prescription drug plan.

* For retirees and their spouse/partner/disabled child residing in the State of Hawaii, Humana's service area includes all of the Hawaiian Islands.

For retirees and their spouse/partner/disabled child residing on the Mainland, please contact Humana to verify your residential address is in Humana's service area. When calling Humana, please identify yourself as a retiree of the EUTF/State of Hawaii Group plan. Toll-free: **1-888-908-6518**, open 7:00 a.m. to 7:00 p.m. HST, Monday to Friday. Humana's phone system may answer your call after hours. Please leave a message, and a Humana Customer Service representative will call you back by the end of the next business day.

Kaiser Permanente Senior Advantage Plan

The following requirements apply to all Medicare-eligible retirees and dependents for enrollment in the Kaiser Permanente HMO medical and prescription drug plan who:

- Enroll in Medicare Part A and B; and
- Reside in the Kaiser Permanente Senior Advantage service area. This area excludes those living on Kauai, Molokai, Lanai, and parts of Hawaii Island, which include Pahala, Naalehu, and Hawaii Volcanoes National Park. Members living in these areas will remain enrolled in the Kaiser Permanente HMO medical plan.

Retirees who enroll in Medicare Part A and B

Retirees who meet the above criteria will automatically be enrolled in the Kaiser Permanente Senior Advantage plan.

Covered dependents who enroll in Medicare Part A and B

Covered dependents who meet the above criteria will also automatically be enrolled in the Kaiser Permanente Senior Advantage plan.

If the retiree is not yet Medicare eligible but their covered dependent enrolls in Medicare Part A and B, the covered dependent will automatically be enrolled in the Kaiser Permanente Senior Advantage plan. The retiree will remain on the Kaiser Permanente HMO medical plan.

Note: Enrollment in the Kaiser Permanente Senior Advantage plan will automatically enroll you in the Medicare Part D plan. Failure to be enrolled in Kaiser Permanente Senior Advantage plan when eligible will result in cancellation of your EUTF medical and prescription drug plan. If in the future you enroll in another Medicare Part D or Medicare Advantage plan, you will be disenrolled from the Kaiser Permanente Senior Advantage plan.

Moving Out of State? (Geographic Relocation)

If you're a Kaiser Permanente Senior Advantage member who moves out of state, and you wish to change your medical and prescription drug coverage to the EUTF HMSA PPO medical and SilverScript prescription drug plan, you may do so.

Submit an EC-2 form (or EC-2H form for HSTA VB members) to the EUTF indicating your change of address within 45 days of your relocation date. The effective date of coverage will begin on the first of the month after the later of the relocation and notification dates.

Benefits for All Retirees

All retirees have the following benefits available to them:

- **Dental** and **Vision** plans – coverage for both non-Medicare and Medicare retirees and their eligible dependents
- **Life Insurance** plan – coverage for only non-Medicare and Medicare retirees (no dependent coverage)

Dental Benefits for EUTF and HSTA VB Retirees and Dependents

Your retiree dental benefits are provided by Hawaii Dental Service (HDS), and a high-level summary of the plan’s benefits is shown below.

Your HDS plan now includes Total Health Plus, a set of supplemental benefits. With HDS Total Health Plus, if you are diagnosed with certain medical conditions or diseases, you will have access to 100% coverage for additional cleanings and/or fluoride treatments. This added coverage is designed to prevent oral disease and cavities for those diagnosed with diabetes, cancer, stroke, kidney failure, and more. Those who are pregnant are also qualified for additional cleanings and/or fluoride treatments.

For full plan details, visit the HDS dedicated EUTF webpage (hawaiidentalsservice.com/eutf). Click on the “Login to EUTF Member Portal” button to sign in or register for an online account. With an online account, you can check on your eligibility for services, view information on past services, find a participating dentist in Hawaii or on the Mainland, print an ID card, and receive paperless benefit statements from the convenience of your home computer or mobile device.

HAWAII DENTAL SERVICE (HDS) DENTAL PLAN	
DENTAL BENEFIT	Plan Covers
Calendar Year Plan Maximum per person	\$2,000
Diagnostic	
Examinations – 2 per calendar year	100%
Bitewing X-Rays – 2 per calendar year through age 14, 1 per calendar year ages 15 and older	100%
Other X-Rays – full mouth X-Rays limited to 1 every 5 years	100%
Preventive	
Cleanings – 2 per calendar year, additional cleanings or gum maintenance covered for expectant mothers and members with a history of cancer treatment (chemotherapy or radiation), diabetes, Sjögren’s syndrome, stroke, heart attack, congestive heart failure, kidney failure, or organ transplant	100%
Fluoride – 2 per calendar year through age 19, additional fluoride treatments for members with a history of certain cancers, Sjögren’s syndrome, or at medical risk for cavities	100%
Silver Diamine Fluoride	100%
Space Maintainers – through age 17	100%
Sealants – through age 18 (one treatment per tooth per lifetime to permanent molars with no prior fillings on biting surfaces)	100%

HAWAII DENTAL SERVICE (HDS) DENTAL PLAN (continued)	
DENTAL BENEFIT	Plan Covers
Basic Care	
Fillings – silver fillings; white-colored fillings limited to front teeth	60%
Root Canals	60%
Gum Surgeries and Maintenance – cleaning (maintenance) for gum disease limited to 2 per calendar year after qualifying gum treatment where qualifying gum treatment is one or more of the following: <ul style="list-style-type: none"> • Root Planing and Scaling – 1 every 2 years per quadrant • Gum/Bone Surgeries – 1 every 3 years per quadrant 	60%
Oral Surgeries	60%
Major Care	
Crowns – 1 every 5 years when teeth cannot be restored with silver or white fillings; white crowns limited to front teeth and bicuspid	60%
Fixed Bridges and Dentures – 1 every 5 years; age 16 and over	60%
Implants	60%
Other Services	
Emergency Treatments of Dental Pain	100%

For the Dental Benefits Summary chart that lists other covered services, limitations, and exclusions, visit the HDS webpage (hawaiidental-service.com/eutf). Scroll down to download the Dental Plan Benefits Brochure (for EUTF and HSTA VB Retirees).



Vision Benefits for EUTF and HSTA VB Retirees and Dependents

Your retiree vision benefits are provided by Vision Service Plan (VSP), and a high-level summary of the plan's benefits is shown below.

VISION SERVICE PLAN (VSP)			
Vision Exam and Eyewear Benefits: Members can have an eye exam and choose between a pair of lenses or contact lenses every calendar year. Frames are covered every other calendar year.			
VISION BENEFIT	Frequency	In-Network	Out-of-Network Plan Pays
Exam	Every calendar year	\$10 copay	Up to \$45
Prescription Glasses		\$25 copay	
Frame	Every other calendar year	\$150 allowance plus 20% off out-of-pocket cost*	Up to \$47
Lenses	Every calendar year		
Single-vision lenses		Included in \$25 copay	Up to \$45
Lined bifocal lenses		Included in \$25 copay	Up to \$65
Lined trifocal lenses		Included in \$25 copay	Up to \$85
Impact-resistant lenses for dependent children up to age 18		Included in \$25 copay	Not covered
Standard progressive lenses		Included in \$25 copay	Progressive lenses - up to \$85
Premium progressive lenses		\$80-\$90 copay	
Custom progressive lenses		\$120-\$160 copay	
Lenticular lenses		No charge	Up to \$125
UV protection		No charge	Not covered
Contact Lenses	Every calendar year		
Contact lenses (elective)		\$130 allowance	Up to \$105
Contact lenses (medically necessary)		No charge	Up to \$210
Contact lenses fitting and evaluation		\$60 copay max	Not covered

Extra Discounts and Savings from VSP Providers

Glasses and Sunglasses

- Average 40% savings on all non-covered lens options (such as tints, premium and custom progressive lenses, anti-scratch coatings, etc.)*
- 30% off additional glasses and sunglasses, including lens options, from the same VSP doctor on the same day as your exam, or 20% off from any VSP doctor within 12 months of your last exam*

Retinal Screening

- Guaranteed pricing on retinal screening as an enhancement to your exam; \$39 maximum copay*

Contact Lenses

- VSP partners with leading contact lens manufacturers to provide VSP members exclusive offers. Check out vsp.com for details

Laser Vision Correction

- Average 15% off the regular price or 5% off the promotional price from VSP-contracted facilities
- After surgery, use your frame allowance (if eligible) for non-prescription sunglasses from any VSP doctor

* Costco, Walmart, and Sam's Club pricing applies; there are no additional discounts. All other affiliate provider locations: 20% off additional glasses and 15% off contact lens services within one year

Life Insurance Benefits for EUTF and HSTA VB Retirees

Your retiree life insurance benefit is \$1,487.

In addition, your retiree life insurance includes the following added benefits:

- **Terminal illness benefit:** If you are diagnosed as terminally ill with a life expectancy of 12 months or less, you may request early payment of 100% of your life insurance benefit.
- **Repatriation benefit:** If you die 200 miles or more from home, this additional benefit (equal to 10% of your life insurance amount) is available for the preparation and transportation of mortal remains.
- **Lifestyle benefits:** You have automatic access to a suite of additional services and resources, at no additional fee or required enrollment.
 - **Travel assistance services from RedpointWTP LLC.** You have 24/7 online, pre-trip resources and support for emergency travel assistance and other services when traveling 50+ miles from home. These include medical relocation and medical or security evacuation, passport, visa, immunization and currency conversion info, assistance replacing lost or stolen luggage or other critical items, or repatriation of mortal remains. Visit LifeBenefits.com/travel or call **1-855-516-5433** in the U.S. and Canada (outside of the U.S. and Canada **+1-415-484-4677**).
 - **Legal, financial, and grief resources through LifeWorks.** Access professional services for a variety of needs—from legal matters and financial situations to coping with loss—through comprehensive web and mobile resources, as well as consultations. Included are resources such as will prep templates and other key legacy documents—and a free, 30-minute consultation per issue, by phone or in an attorney’s office (additional services available at 25% discount). In addition, telephone consults or a 45-minute counseling session per issue are available on other topics, like budget analysis, tax planning, or grief support. You can also access a financial fitness assessment online. Visit LifeBenefits.com/LFG (user name: lfg, password: resources) or call **1-877-849-6034**.
 - **Legacy planning resources from Securian.** Access a variety of online information, tools, and resources, including end-of-life and funeral planning, final arrangements, important directives, and survivor assistance. After a claim is started, there are additional services available to beneficiaries by phone. Funeral concierge services allow for coverage verification and direct payment to a funeral home so services can be provided before insurance payment is made. Same-day funeral home assignment services reduce concern about paying funeral expenses by working with the funeral home or lending agency. Visit Securian.com/legacy.

Beneficiary changes

If you would like to change your beneficiary designation, visit LifeBenefits.com, and log in to verify, update, or change your beneficiary designation. If you have not logged on yet or you have questions, contact Securian Financial, toll-free, at **1-877-291-8466**, Monday–Friday, 7:30 a.m.–6:00 p.m. HST, excluding State-observed holidays. You can also call the local office at **1-808-536-9890**.

Monthly Health Plan Premiums

Retirees who receive less than 100% employer contribution toward the Base Monthly Contribution (BMC), or whose ERS membership date is on or after July 1, 2001, and enrolling a dependent, may be responsible for monthly premium payments to the EUTF. See pages 32-33 for the 2024 monthly health plan rates.

You may use the Retiree Premium Worksheet, located on the EUTF website (eutf.hawaii.gov/retirees/eutf-retiree/premiums-contributions), or the online Retiree EUTF Premium Calculator (eutf.hawaii.gov/eutf-premium-calculators) to calculate your monthly premium cost.

Premium Payment Options

Retirees who make monthly payments to the EUTF can pay by the following options:

- Employees' Retirement System of the State of Hawaii (ERS) pension deduction
- ACH deductions (checking or savings)

Complete the appropriate form at the back of this guide or on our website at eutf.hawaii.gov.

Determination of Employer Contribution for Retiree Plans

The amount of the employer premium contribution is determined by statute and is based on three factors:

- ERS membership date (typically the date the employee was hired)
- Length of service, taking into account breaks in service and excluding sick leave (as determined by ERS)
- The BMC amount, which determines the maximum amount the employer will contribute toward your retiree coverage

Recurring Electronic Premium Deduction Requirement

NOTE: If you retired on or after **October 1, 2020**, and are responsible for paying a portion of your or your dependent's monthly health benefits premium, you are required to enroll in a recurring electronic premium deduction (Hawaii Law Act 62, SLH 2020).

The EUTF offers two options:

- ACH deductions from your bank
- Employees' Retirement System of the State of Hawaii (ERS) pension deductions

Enrollment forms for ACH or ERS pension deductions are available at the back of this guide or on the EUTF website at eutf.hawaii.gov.

ERS Retirement Estimate Letter

Certification of the retiree’s membership date and length of service is provided by the ERS at the time of retirement and will help determine what percentage of the BMC will be available for a retiree to cover plan premiums. You will need to provide EUTF with a copy of your ERS Retirement Estimate letter.

Base Monthly Contribution (BMC)

The BMC is the maximum allowable amount employers will contribute toward retiree health plan premiums. The employer’s contribution as a percentage of the BMC varies depending on a retiree’s:

- Medicare enrollment
- Coverage tier (Self, Two-Party, Family)
- ERS membership date (typically the hire date)
- Length of service, taking into account breaks in service and excluding sick leave (as determined by ERS)

The BMC is adjusted every January 1, based on the percentage increase or decrease in the Medicare Part B premium rate from the previous year. Since the Medicare Part B premium rate is published later in the year, retirees should refer to the EUTF website toward the end of the 2023 year for the 2024 BMC amounts.

Retirees should refer to the Employer Contribution Table to determine the employer’s contribution as a percentage of the BMC toward their health plan premiums.

Employer Contribution Table

Years of Credited Service (excluding sick leave)	Employer’s Contribution Percentage of the Base Monthly Contribution* if your ERS Membership Date Is:		
	On or Before 6/30/96	On or Between 7/1/96–6/30/01	On or After 7/1/01**
Less than 10 years	50%	0%	0%
10 years, less than 15	100%	50%	50%
15 years, less than 25	100%	75%	75%
25 years or more	100%	100%	100%

* The Employer’s percentage of the BMC for the year determines the maximum employer contribution payable. Any difference between the employer contribution and total premium for plans selected will be paid by the retiree.

** If your ERS membership date is on or after 7/1/01, the monthly employer-sponsored contribution will be applied to the self-only BMC.

Employer Contribution Percentages

If the retiree falls in the 100% category and started prior to July 1, 2001, they will most likely pay nothing. If the retiree falls in the 50%, 75%, or on or after July 1, 2001 category, please see the **Retiree EUTF Premium Calculator** (eutf.hawaii.gov/eutf-premium-calculators/) or complete the EUTF Retiree Premium Worksheet to determine the retiree's share of premiums. If the retiree falls in the 0% category, they will pay the full premium amount.

The retiree pays the difference between the total monthly premium for the plans selected and the amount of the employer contribution set by the BMC calculation. For retirees with membership dates on or after July 1, 2001, the monthly employer's contribution is limited to the LESSER of:

1. The BMC percentage from the table above multiplied by the self-Medicare or non-Medicare BMC, or
2. The self-premiums for the plans enrolled.

For example, the monthly employer contribution for a Medicare retiree enrolled in two-party HMSA medical, SilverScript prescription drug, HDS dental, and VSP vision with membership date July 1, 2007, and retired with 15 years of service would be \$534.18* as calculated as follows (premiums from page 32):

1. $\$617.78 = 75\% \times \text{Medicare self BMC of } \823.70^*
2. $\$534.18 = \$486.86 \text{ HMSA self medical and SilverScript self prescription drug} + \$43.78 \text{ HDS self dental} + \$3.54 \text{ VSP self vision}$

The retiree will be responsible for monthly premiums of \$506.64 as calculated below:

1. Total monthly premiums of \$1,040.82 = \$948.34 HMSA two-party medical and SilverScript two-party prescription drug + \$85.38 HDS two-party dental + \$7.10 VSP two-party vision
2. Less monthly employer contribution of \$534.18*
3. Monthly employee share of premiums \$506.64

* Since the 2023 BMC is not available at this time, this example uses the 2023 BMC and the 2024 premiums.

It is important to note that plan premiums usually increase each year, and at a certain point, some plan premiums may exceed 100% of the BMC. All retirees, including those in the 100% category, should review the plan premiums and the BMC amount annually to determine if they will be required to contribute to the cost of coverage.

The BMC is more fully described in Chapter 87A, Hawaii Revised Statutes.

EUTF Monthly Retiree Premiums

Effective January 1, 2024, through December 31, 2024

Benefit Plan	Type of Enrollment	Total Premium ¹
MEDICAL AND PRESCRIPTION DRUG PLANS - MEDICARE		
HMSA 90/10 PPO Medical Plan	Self	\$251.52
	Two-Party	\$490.10
	Family	\$726.60
Humana Medicare Advantage PPO Medical Plan	Self	\$51.88
	Two-Party (both Medicare)	\$103.76
	Three-Party (all Medicare; maximum of 3 enrollees)	\$155.64
SilverScript Prescription Drug Plan	Self	\$235.34
	Two-Party	\$458.24
	Family	\$679.44
Kaiser Permanente Senior Advantage Medical and Prescription Drug Plan	Self	\$462.50
	Two-Party	\$901.84
	Family	\$1,336.60
MEDICAL AND PRESCRIPTION DRUG PLANS - NON-MEDICARE		
HMSA 90/10 PPO Medical Plan	Self	\$581.96
	Two-Party	\$1,133.96
	Family	\$1,681.08
CVS Caremark Prescription Drug Plan	Self	\$244.24
	Two-Party	\$475.68
	Family	\$705.26
Kaiser Permanente HMO Comprehensive Medical and Prescription Drug Plan	Self	\$763.08
	Two-Party	\$1,541.42
	Family	\$2,273.98
DENTAL PLAN		
HDS Dental	Self	\$43.78
	Two-Party	\$85.38
	Family	\$104.62
VISION PLAN		
VSP Vision	Self	\$3.54
	Two-Party	\$7.10
	Family	\$9.52
LIFE INSURANCE		
Securian Life Insurance (Retiree only)	Self	\$4.12

¹The 2024 Retiree premiums do not include an EUTF administrative fee.

HSTA VB Monthly Retiree Premiums
Effective January 1, 2024, through December 31, 2024

Benefit Plan	Type of Enrollment	Total Premium²
MEDICAL AND PRESCRIPTION DRUG PLANS – MEDICARE		
HMSA 90/10 PPO Medical and Chiropractic, SilverScript Prescription Drug, and VSP Vision Plans	Self	\$541.24
	Two-Party	\$1,054.72
	Family	\$1,560.86
Kaiser Permanente Senior Advantage Medical, Chiropractic and Prescription Drug, and VSP Vision Plans	Self	\$473.54
	Two-Party	\$923.60
	Family	\$1,367.82
MEDICAL AND PRESCRIPTION DRUG PLANS – NON-MEDICARE		
HMSA 90/10 PPO Medical and Chiropractic, CVS Caremark Prescription Drug, and VSP Vision Plans	Self	\$795.52
	Two-Party	\$1,550.10
	Family	\$2,295.34
Kaiser Permanente HMO Comprehensive Medical, Chiropractic and Prescription Drug, and VSP Vision Plans	Self	\$752.22
	Two-Party	\$1,519.46
	Family	\$2,240.64
DENTAL PLAN		
HDS Dental	Self	\$51.80
	Two-Party	\$101.02
	Family	\$123.82
VISION PLAN		
VSP Vision	Self	\$3.54
	Two-Party	\$7.10
	Family	\$9.52
LIFE INSURANCE		
Securian Life Insurance (Retiree only)	Self	\$4.12

²The 2024 Retiree premiums do not include an EUTF administrative fee.

EUTF Monthly Retiree COBRA Premiums

Effective January 1, 2024, through December 31, 2024

Benefit Plan	Type of Enrollment	Total Premium ¹
MEDICAL AND PRESCRIPTION DRUG PLANS - MEDICARE		
HMSA 90/10 PPO Medical Plan	Self	\$256.55
	Two-Party	\$499.90
	Family	\$741.13
Humana Medicare Advantage PPO Medical Plan	Self	\$52.91
	Two-Party (both Medicare)	\$105.83
	Three-Party (all Medicare; maximum of 3 enrollees)	\$158.75
SilverScript Prescription Drug Plan	Self	\$235.60
	Two-Party	\$458.74
	Family	\$680.18
Kaiser Permanente Senior Advantage Medical and Prescription Drug Plan	Self	\$471.75
	Two-Party	\$919.87
	Family	\$1,363.33
MEDICAL AND PRESCRIPTION DRUG PLANS - NON-MEDICARE		
HMSA 90/10 PPO Medical Plan	Self	\$593.59
	Two-Party	\$1,156.63
	Family	\$1,714.70
CVS Caremark Prescription Drug Plan	Self	\$248.74
	Two-Party	\$484.46
	Family	\$718.28
Kaiser Permanente HMO Comprehensive Medical and Prescription Drug Plan	Self	\$778.34
	Two-Party	\$1,572.24
	Family	\$2,319.45
DENTAL PLAN		
HDS Dental	Self	\$44.65
	Two-Party	\$87.08
	Family	\$106.71
VISION PLAN		
VSP Vision	Self	\$3.61
	Two-Party	\$7.24
	Family	\$9.71

¹The 2024 Retiree COBRA premiums do not include an EUTF administrative fee.

HSTA VB Monthly Retiree COBRA Premiums

Effective January 1, 2024, through December 31, 2024

Benefit Plan	Type of Enrollment	Total Premium ²
MEDICAL AND PRESCRIPTION DRUG PLANS - MEDICARE		
HMSA 90/10 PPO Medical and Chiropractic, SilverScript Prescription Drug, and VSP Vision Plans	Self	\$546.06
	Two-Party	\$1,064.15
	Family	\$1,574.78
Kaiser Permanente Senior Advantage Medical, Chiropractic and Prescription Drug, and VSP Vision Plans	Self	\$483.01
	Two-Party	\$942.07
	Family	\$1,395.17
MEDICAL AND PRESCRIPTION DRUG PLANS - NON-MEDICARE		
HMSA 90/10 PPO Medical and Chiropractic, CVS Caremark Prescription Drug, and VSP Vision Plans	Self	\$810.93
	Two-Party	\$1,580.16
	Family	\$2,339.84
Kaiser Permanente HMO Comprehensive Medical, Chiropractic and Prescription Drug, and VSP Vision Plans	Self	\$767.26
	Two-Party	\$1,549.84
	Family	\$2,285.45
DENTAL PLAN		
HDS Dental	Self	\$52.83
	Two-Party	\$103.04
	Family	\$126.29
VISION PLAN		
VSP Vision	Self	\$3.61
	Two-Party	\$7.24
	Family	\$9.71

²The 2024 Retiree COBRA premiums do not include an EUTF administrative fee.

Retirees are offered the choice between COBRA Continuation Coverage and Retiree Coverage at retirement and if Retiree coverage is elected, the Retiree has no further COBRA rights under this Plan. However, covered Dependents may have COBRA rights available if one of the following events results in a loss of coverage:

- The death of the Retiree;
- A divorce of the Retiree and Spouse; or
- Cessation of Dependent child's dependent status.

Events that Allow You to Change Your Elections

Once the open enrollment period is over, you are not allowed to change your benefit elections or add/delete dependents until the next year's open enrollment, unless you have a qualifying event or change to enrollment as outlined in the EUTF Administrative Rules. For more information about qualifying events, visit the EUTF website (eutf.hawaii.gov), and go to the "Enrollment Overview" page for your Retiree group.

This section outlines if and when benefits can be changed during the plan year (January 1 through December 31). The following chart lists common events that may allow certain changes in benefits during the year as outlined in the EUTF Administrative Rules. The events are listed by additions and deletions and include required documents, submission deadlines, and effective dates.

Events that Allow You to Change Your Elections – Additions

Qualifying Event	Required Documents and Submission Deadline	Effective Date (Pay periods occur on the 1st and 16th)
Adoption	EC-2/EC-2H form within 45 days of adoption date. Adoption decree or placement for adoption documents and birth certificate submitted within 45 days from the adoption date Enrollment may be rejected if the Social Security Number or Tax Identification Number is missing for the person for whom enrollment is being requested.	Retiree can choose: the event date, first day of the pay period following the event date, or first day of the 2nd pay period following the event date
Birth	EC-2/EC-2H form within 180 days of birth date. Birth certificate & Social Security number (SSN) or Taxpayer Identification Number (TIN) must be submitted with EC-2/EC-2H form. Hospital certificate is acceptable as a temporary supporting document while awaiting birth certificate. Enrollment may be rejected if the SSN or TIN is missing for the person for whom enrollment is being requested.	Retiree can choose: the event date, first day of the pay period following the event date, or first day of the 2nd pay period following the event date
Civil Union	EC-2/EC-2H form within 45 days of civil union. Civil Union Certificate and Affidavit of Dependency submitted within 45 days from the civil union date Enrollment may be rejected if the Social Security Number or Tax Identification Number is missing for the person for whom enrollment is being requested.	Retiree can choose: the event date, first day of the pay period following the event date, or first day of the 2nd pay period following the event date
Domestic Partnership	EC-2/EC-2H form within 45 days of notarized signature. Notarized Declaration of Domestic Partnership, Affidavit of Dependency & Acknowledgement, and two sets of documents proving cohabitation submitted within 45 days from the domestic partnership date; documents available at eutf.hawaii.gov Enrollment may be rejected if the Social Security Number or Tax Identification Number is missing for the person for whom enrollment is being requested.	Retiree can choose: the event date, first day of the pay period following the event date, or first day of the 2nd pay period following the event date
Enrollment in Medicare Part B (Retiree wishes to change from current medical and prescription drug plan to another Medicare plan option)	EC-2/EC-2H form within 60 days of the Medicare Part B effective date. Proof of enrollment in Medicare Part B (i.e., copy of MBI card) submitted within 60 days from the Medicare Part B effective date. Enrollment may be rejected if the Social Security Number or Tax Identification Number is missing for the person for whom enrollment is being requested.	Medicare Part B effective date or the first of the month following EUTF's receipt of the EC-2/EC-2H, whichever is later
Geographic Relocation (Kaiser members who move outside the Kaiser service area)	EC-2/EC-2H form within 45 days of Relocation date Enrollment may be rejected if the Social Security Number or Tax Identification Number is missing for the person for whom enrollment is being requested.	Non-Medicare – The first day of the pay period following the relocation Medicare – The first of the month after the later of the relocation and notification dates

Events that Allow You to Change Your Elections – Additions

Qualifying Event	Required Documents and Submission Deadline	Effective Date (Pay periods occur on the 1st and 16th)
<p>Loss of Coverage (Retiree and/or dependent loses health coverage and wishes to enroll in EUTF or HSTA VB plans)</p>	<p>EC-2/EC-2H form within 45 days of loss of coverage. Letter from previous employer or carrier detailing type of coverages lost (i.e., medical, drug, dental, vision), date of loss of coverage, names of any covered dependents, marriage certificate, and birth certificate for dependent children submitted within 45 days from loss of coverage date Enrollment may be rejected if the Social Security Number or Tax Identification Number is missing for the person for whom enrollment is being requested.</p>	<p>The first day following the day non-EUTF coverage was lost</p>
<p>Marriage</p>	<p>EC-2/EC-2H form within 45 days of marriage. Marriage certificate (and birth certificate if adding dependent children) submitted within 45 days from the marriage date Enrollment may be rejected if the Social Security Number or Tax Identification Number is missing for the person for whom enrollment is being requested.</p>	<p>Retiree can choose: the event date, first day of the pay period following the event date, or first day of the 2nd pay period following the event date</p>
<p>Newly Eligible Student Dependent (Unmarried dependent age 19 thru 23 becomes a full-time student)</p>	<p>EC-2/EC-2H form within 45 days from school start date. Student certification: a letter from an accredited school on school letterhead with registrar’s signature confirming full-time status or letter from National Student Clearinghouse submitted within 45 days of becoming a full-time student; transcripts and class schedules are not accepted Enrollment may be rejected if the Social Security Number or Tax Identification Number is missing for the person for whom enrollment is being requested.</p>	<p>Retiree can choose: the event date, first day of the pay period following the event date, or first day of the 2nd pay period following the event date</p>
<p>Reinstatement into Medical and/or Prescription Drug Plans (Due to failure to provide proof of enrollment in Medicare Part B)</p>	<p>Proof of Medicare Part B enrollment, which must include MBI number and effective date (e.g., MBI card or SSA letter) Enrollment may be rejected if the Social Security Number or Tax Identification Number is missing for the person for whom enrollment is being requested.</p>	<p>The later of the effective date of the Medicare Part B coverage or the medical and/or prescription drug coverage enrollment date</p>
<p>Retirement</p>	<p>EC-2/EC-2H form within 60 days of retirement date. If Medicare eligible, copy of Medicare Part B card, Direct Deposit Agreement form, and Letter from Social Security showing annual Part B premium submitted within 60 days from the date of retirement. ERS Retirement Estimate Letter ERS pension deduction form or ACH deduction form if paying for all or a portion of your health benefit premium submitted within 60 days from the date of retirement Enrollment may be rejected if the Social Security Number or Tax Identification Number is missing for the person for whom enrollment is being requested.</p>	<p>Retirement date</p>

Events that Allow You to Change Your Elections – Deletions

Qualifying Event	Required Documents and Submission Deadline	Effective Date (Pay periods occur on the 1st and 16th)
Disenroll Due to Enrollment in Other Coverage (Retiree or dependent gets coverage from another plan and wishes to cancel EUTF or HSTA VB plans)	EC-2/EC-2H form within 45 days of acquisition of coverage. Letter from carrier or employer detailing type of coverages enrolled in (i.e., medical, drug, dental, vision), effective date of coverage, and names of covered dependents submitted within 45 days from the date of acquisition	End of pay period in which retiree acquires coverage from a non-EUTF plan, except when the retiree acquires coverage from the non-EUTF plan on the 1st or 16th of the month, in which case coverage ends at the end of the prior pay period
Death	EC-2/EC-2H form as soon as reasonably practical. Death certificate or copy of obituary submitted as soon as available	Date of death or last day of pay period in which death occurs for dependents
Divorce (Retiree must terminate coverage for former spouse)	EC-2/EC-2H form within 45 days of divorce. Pages 1 and 2 of divorce decree along with the signature page submitted within 45 days from the date of the divorce	First day of the pay period following the divorce
Failure to Enroll in Medicare Part B (Retirees and their dependents who are eligible to enroll in Medicare Part B must enroll to be covered under EUTF and HSTA VB medical and prescription drug plans)	None	The date retiree or Medicare-eligible dependent first became eligible for Medicare Part B Retiree and/or dependent can be re-enrolled by submitting a copy of their Medicare card
Failure to Pay (Retiree owes a shortage, but does not pay shortage by due date. Enrollment will be cancelled)	None	If enrollment is cancelled, retiree may only re-enroll during the next plan year (open enrollment or special enrollment event) or if full payment is made of all contributions due within sixty (60) days from the date of the notice of cancellation and has not been cancelled for non-payment within twelve (12) months of the date of notice of cancellation
Ineligible Student (Dependent child no longer a full-time student)	EC-2/EC-2H form as soon as the dependent child is no longer enrolled as a full-time student	First day of the pay period following the date the child was no longer enrolled as a full-time student
Legal Separation (Retiree must terminate coverage for former spouse)	EC-2/EC-2H form within 45 days of date of legal separation Court documents establishing legal separation submitted within 45 days from separation date	First day of the pay period following the legal separation

Events that Allow You to Change Your Elections – Deletions

<p>Return to Work (Retiree returns to State or County employment)</p>	<p>Contact the Employees’ Retirement System of the State of Hawaii (ERS) and EUTF to inform them you will be returning to work. Retiree can enroll in Active Employee plans</p>	<p>The event date is the date the retiree returns to work. The employee will then be treated like any New Hire and have the same 3 (three) options to choose as their effective date</p>
<p>Surviving Spouse/Partner Remarries or Enters Into Another Partnership (Surviving spouse or partner will be cancelled from EUTF or HSTA VB plans)</p>	<p>EC-2/EC-2H form within 45 days of marriage or new domestic partnership</p>	<p>The first day of the pay period following the marriage or new partnership</p>

Required Notices

All of the following required notices are available for viewing on the EUTF's website at eutf.hawaii.gov. If you wish to have hard copies of any of the following notices, send EUTF an email at eutf@hawaii.gov. Indicate which notice(s) you want to receive and include your name and mailing address. Or you may call our Customer Service Call Center at **1-808-586-7390** or toll-free at **1-800-295-0089**. All requested notices will be mailed to you free of charge.

EUTF Important Notices

This section contains important retiree benefit program notices of interest to you and your family. Please share this information with your family members. Some of the notices in this document are required by law and other notices contain helpful information. These notices are updated from time to time and some of the federal notices are updated each year.

IMPORTANT REMINDER TO PROVIDE THE PLAN WITH THE TAXPAYER IDENTIFICATION NUMBER (TIN) OR SOCIAL SECURITY NUMBER (SSN) OF EACH ENROLLEE IN A HEALTH PLAN

Employers are required by law to collect the taxpayer identification number (TIN) or Social Security number (SSN) of each medical plan participant and provide that number on reports that will be provided to the IRS each year. Employers are required to make at least two consecutive attempts to gather missing TINs/SSNs.

If a dependent does not yet have a Social Security number, you can go to this website to complete a form to request an SSN: socialsecurity.gov/online/ss-5.pdf. Applying for a Social Security number is FREE.

If you have not yet provided the Social Security number (or other TIN) for each of your dependents that you have enrolled in the health plan, please contact the EUTF Office at **1-808-586-7390** or toll-free at **1-800-295-0089**.

PRIVACY NOTICE REMINDER

The Health Insurance Portability and Accountability Act (HIPAA) of 1996 requires health plans to comply with privacy rules. These rules are intended to protect your personal health information from being inappropriately used and disclosed. The rules also give you additional rights concerning control of your own health care information.

This Plan's HIPAA Privacy Notice explains how the group health plan uses and discloses your personal health information. You are provided a copy of this Notice when you enroll in the Plan. You can get another copy of this Notice from our Member Services Branch at **1-808-586-7390** or toll-free at **1-800-295-0089**. The Privacy Notice is also available on the Plan's website at eutf.hawaii.gov.

NOTICE REGARDING THE WELLNESS PROGRAM

The Wellness Programs are voluntary wellness programs available to participants enrolled in the group health plan and are designed to promote health or prevent disease. The programs are administered according to federal rules permitting

employer-sponsored wellness programs that seek to improve employee health or prevent disease, including the Americans with Disabilities Act of 1990, the Genetic Information Nondiscrimination Act of 2008, and the Health Insurance Portability and Accountability Act, as applicable, among others.

If you choose to participate in the Wellness Program, you will be asked to complete a voluntary health risk assessment or “HRA” that asks a series of questions about your health-related activities and behaviors and whether you have or had certain medical conditions (e.g., cancer, diabetes, or heart disease). You are not required to complete the HRA questionnaire, participate in medical examinations, or work with a health coach.

The information from your HRA questionnaire will be used to provide you with information to help you understand your current health and potential risks, and may also be used to offer you services through the Wellness Program, such as health coaching. You also are encouraged to share your results or concerns with your own doctor.

Protections From Disclosure of Medical Information

Our group health plan is required by law to maintain the privacy and security of your personally identifiable health information.

Information collected from Wellness Program participants will only be received by EUTF in aggregate form. Although the Wellness Program and your employer may use aggregate information it collects to design a program based on identified health risks in the workplace, our group health plan will never disclose any of your personal information either publicly or to the employer, except as necessary to respond to a request from you for a reasonable accommodation needed to participate in the Wellness Program, or as expressly permitted by law. Medical information that personally identifies you that is provided in connection with the Wellness Program will not be provided to your supervisors or managers and may never be used to make decisions regarding your employment.

Your health information will not be sold, exchanged, transferred, or otherwise disclosed except to the extent permitted by law to carry out specific activities related to the Wellness Program, and you will not be asked or required to waive the confidentiality of your health information as a condition of participating in the Wellness Program or receiving an incentive. Anyone who receives your information for purposes of providing you services as part of the Wellness Program will abide by the same confidentiality requirements. The only individual(s) who will receive your personally identifiable health information is a health coach in order to provide you with services under the Wellness Program.

In addition, all medical information obtained through the Wellness Program will be maintained separate from your personnel records, and no information you provide as part of the Wellness Program will be used in making any employment decision. Appropriate precautions will be taken by the group health plan to avoid any data breach, and in the event a HIPAA data breach occurs involving information you provide in connection with the Wellness Program, we will notify you immediately.

You may not be discriminated against in employment because of the medical information you provide as part of participating in the Wellness Program, nor may you be subjected to retaliation if you choose not to participate. If you have questions or concerns regarding this notice, or about protections against discrimination and retaliation, please contact the EUTF Office at **1-808-586-7390** or toll-free at **1-800-295-0089**.



NOTE: If you are enrolled in the HMSA or Humana Medicare Advantage PPO plans with SilverScript prescription drug coverage, or the Kaiser Permanente Senior Advantage plan, you already have Medicare prescription drug coverage and this notice does not apply to you.

Important Notice from the Hawaii Employer-Union Health Benefits Trust Fund (EUTF) about Prescription Drug Coverage for People with Medicare

This notice is for people who may become eligible for Medicare during the next 12 months.

Please read this notice carefully and keep it where you can find it.

This Notice has information about your current prescription drug coverage with the EUTF-sponsored prescription drug coverage available for people who become eligible for Medicare. It also explains the options you have under Medicare's prescription drug coverage and can help you decide whether or not you want to enroll in that Medicare prescription drug coverage. At the end of this notice is information on where you can get help to make a decision about Medicare's prescription drug coverage.

- **If you and/or your family members are not eligible for Medicare and will not be eligible during the next 12 months, you may disregard this Notice.**
- **If, however, you and/or your family members are now eligible for Medicare or may become eligible for Medicare in the next 12 months, you should read this Notice very carefully and keep a copy of this Notice.**

This announcement is required by law, whether the group health plan's coverage is primary or secondary to Medicare. Because it is not possible for our Plan to always know when a Plan participant or their eligible spouse or children have Medicare coverage or will soon become eligible for Medicare, we have decided to provide this Notice to all plan participants.

Prescription drug coverage for Medicare-eligible people is available through Medicare prescription drug plans (PDPs) and Medicare Advantage Plans (like an HMO or PPO) that offer prescription drug coverage. All Medicare prescription drug plans provide at least a standard level of coverage set by Medicare. Some plans may also offer more drug coverage for a higher monthly premium.

EUTF has determined that the prescription drug coverage is “creditable” under the following medical plan options:

- The CVS Caremark Drug Coverage available through the HMSA PPO Plan (either EUTF early retirees or HSTA VB early retirees)
- The Kaiser Permanente HMO Medical Plan

“Creditable” means that the value of this Plan’s prescription drug benefit is, on average for all plan participants, expected to pay out as much as or more than the standard Medicare prescription drug coverage will pay.

Because the plan options noted above are, on average, at least as good as the standard Medicare prescription drug coverage, **you can elect or keep prescription drug coverage under the CVS prescription drug plan or the Kaiser Permanente HMO plan and you will not pay extra if you later decide to enroll in Medicare prescription drug coverage.** You may enroll in Medicare prescription drug coverage at a later time, and because you maintain creditable coverage, you will not have to pay a higher premium (a late enrollment fee penalty).

REMEMBER TO KEEP THIS NOTICE

If you decide to join one of the Medicare drug plans, you may be required to provide a copy of this notice when you join to show whether or not you have maintained creditable coverage and, therefore, whether or not you are required to pay a higher premium (a penalty).

WHEN CAN YOU JOIN A MEDICARE DRUG PLAN?

Medicare-eligible people can enroll in a Medicare prescription drug plan at one of the following three (3) times:

- When they first become eligible for Medicare; or
- During Medicare’s annual election period (from October 15 through December 7); or
- For beneficiaries leaving employer/union coverage, you may be eligible for a two-month Special Enrollment Period (SEP) in which to sign up for a Medicare prescription drug plan.

When you make your decision whether to enroll in a Medicare prescription drug plan, you should also compare your current prescription drug coverage (including which drugs are covered and at what cost) with the coverage and cost of the plans offering Medicare prescription drug coverage in your area.

YOUR RIGHT TO RECEIVE A NOTICE

You will receive this notice at least every 12 months and at other times in the future such as if the creditable/non-creditable status of the prescription drug coverage through this plan changes. You may also request a copy of a Notice at any time.

WHY CREDITABLE COVERAGE IS IMPORTANT (WHEN YOU WILL PAY A HIGHER PREMIUM (PENALTY) TO JOIN A MEDICARE DRUG PLAN)

If you do not have creditable prescription drug coverage when you are first eligible to enroll in a Medicare prescription drug plan and you elect or continue prescription drug coverage under a **non-creditable** prescription drug plan, then at a later date when you decide to elect Medicare prescription drug coverage you may pay a higher premium (a penalty) for that Medicare prescription drug coverage for as long as you have that Medicare coverage.

Maintaining creditable prescription drug coverage will help you avoid **Medicare's late enrollment penalty**. This **late enrollment penalty** is described below:

If you go 63 continuous days or longer without creditable prescription drug coverage (meaning drug coverage that is at least as good as Medicare's prescription drug coverage), your monthly premium may go up by at least 1% of the Medicare base beneficiary premium per month for every month that you did not have either Medicare prescription drug coverage or coverage under a creditable prescription drug plan. You may have to pay this higher premium (the penalty) as long as you have Medicare prescription drug coverage.

For example, if 19 months pass where you do not have creditable prescription drug coverage, when you decide to join Medicare's drug coverage your monthly premium will always be at least 19% higher than the Medicare base beneficiary premium. Additionally, if you go 63 days or longer without prescription drug coverage you may also have to wait until the next Medicare open enrollment period to enroll for Medicare prescription drug coverage.

WHAT ARE MY CHOICES?

You can choose any one of the following options:

Your Choices	What this option means to you:
<p>If you are enrolled in EUTF PPO medical plan (with prescription drug coverage through CVS) and you become eligible for Medicare, you can select or keep your EUTF medical and prescription drug coverage.</p>	<ul style="list-style-type: none"> • If you or your covered dependent(s) are enrolled in the HMSA PPO plan and Medicare, you will still have medical coverage with EUTF and you will automatically be enrolled in the EUTF SilverScript Medicare Part D plan. • If you enroll in a non-EUTF Medicare Part C or D plan, you will be disenrolled from the EUTF SilverScript Plan because Medicare allows you to enroll in only one Medicare Part D plan. If you are an HSTA VB Retiree, you will also be disenrolled from the medical, vision, and chiropractic plans as prescription drug coverage is bundled as part of the entire medical plan. Please call EUTF before enrolling in another Medicare Part D prescription drug plan. • At the next EUTF Open Enrollment or upon experiencing a mid-year qualifying event, you will be able to make election changes.
<p>If you are a Kaiser Permanente plan participant and you are enrolled in Medicare Part A and B, you must enroll in Kaiser Permanente’s Senior Advantage plan (unless you live in Kauai, Molokai, Lanai, and parts of Hawaii Island, which include Pahala, Naalehu, and Hawaii Volcanoes National Park).</p>	<ul style="list-style-type: none"> • If you or your covered dependent(s) are enrolled in the Kaiser Permanente HMO plan and Medicare, you will automatically be enrolled in the Kaiser Permanente EUTF Senior Advantage plan, including prescription drug coverage. You understand enrollment in the EUTF Senior Advantage plan is required, and this will automatically end your enrollment in another Medicare plan. Failure to enroll in the EUTF Senior Advantage plan will result in termination of your EUTF medical and prescription coverage. • If you enroll in a non-EUTF Medicare Part D plan, you will be disenrolled from the Kaiser Permanente Senior Advantage plan because Medicare allows you to enroll in only one Medicare Part C & D plan. You will also be disenrolled from the medical plan (and, for HSTA VB Retirees, vision and chiropractic plans) as prescription drug coverage is part of the entire medical plan. Please call EUTF before enrolling in another Medicare Part C & D prescription drug plan. • At the next EUTF Open Enrollment, you will be able to make election changes.

FOR MORE INFORMATION ABOUT YOUR OPTIONS UNDER MEDICARE’S PRESCRIPTION DRUG COVERAGE

More detailed information about Medicare plans that offer prescription drug coverage is available in the *Medicare & You* handbook. A person enrolled in Medicare (a “beneficiary”) will get a copy of this handbook in the mail each year from Medicare. A Medicare beneficiary may also be contacted directly by Medicare-approved prescription drug plans. For more information about Medicare prescription drug coverage:

- Visit [medicare.gov](https://www.medicare.gov)
- Call your State Health Insurance Assistance Program for personalized help (see your copy of the *Medicare & You* handbook for their telephone number)
- Call **1-800-MEDICARE (1-800-633-4227)**. TTY users should call **1-877-486-2048**.

PARA MÁS INFORMACIÓN SOBRE SUS OPCIONES BAJO LA COBERTURA DE MEDICARE PARA RECETAS MÉDICAS.

Revise el manual Medicare y Usted para información más detallada sobre los planes de Medicare que ofrecen cobertura para recetas médicas. Visite [medicare.gov](https://www.medicare.gov) por el Internet o llame GRATIS al **1-800-MEDICARE (1-800-633-4227)**. Los usuarios con teléfono de texto (TTY) deben llamar al **1-877-486-2048**. Para más información sobre la ayuda adicional, visite la SSA en línea en [socialsecurity.gov](https://www.socialsecurity.gov) por Internet, o llámeles al **1-800-772-1213** (Los usuarios con teléfono de texto (TTY) deberán llamar al **1-800-325-0778**).

For people with limited income and resources, extra help paying for a Medicare prescription drug plan is available. Information about this extra help is available from the Social Security Administration (SSA). For more information about this extra help, visit SSA online at [socialsecurity.gov](https://www.socialsecurity.gov), or call them at **1-800-772-1213** (TTY **1-800-325-0778**).

For more information about this notice or your current prescription drug coverage, contact:

Hawaii Employer-Union Health Benefits Trust Fund (EUTF)

201 Merchant Street, Suite 1700, Honolulu, HI 96813

Phone number: **1-808-586-7390** or toll-free at **1-800-295-0089**

As in all cases, EUTF and, when applicable, Kaiser Permanente reserve the right to modify benefits at any time, in accordance with applicable law. This document (dated October 1, 2021) is intended to serve as your Medicare Notice of Creditable Coverage, as required by law.

Who to Contact

For Questions About:	Please Contact:
Eligibility and EUTF Information	<p>eutf.hawaii.gov EUTF Member Services 1-808-586-7390 or toll-free: 1-800-295-0089 Monday through Friday, 7:45 a.m.–4:30 p.m. HST, except State observed holidays</p>
Hawaii Medical Service Association (HMSA)	<p>hmsa.com/eutf 1-808-948-6499 (Oahu) Toll-free: 1-800-776-4672 (Neighbor Islands) Monday through Friday, 7:00 a.m.–7:00 p.m. HST Saturday 9:00 a.m.–1:00 p.m. HST</p>
Humana	<p>your.humana.com/eutf 1-888-908-6518 Monday through Friday, 7:00 a.m.–7:00 p.m. HST <i>When calling Humana, please identify yourself as a retiree of the EUTF/State of Hawaii Group plan.</i></p>
Kaiser Permanente	<p>kp.org/eutf 1-808-432-5250 (Oahu) or toll-free: 1-844-276-6628 (Neighbor Islands) TTY: 711 Monday through Friday, 7:00 a.m.–7:00 p.m. HST Saturday 9:00 a.m.–1:00 p.m. HST</p> <p>kp.org/fitrewards (for non-Medicare retirees) 1-877-771-2746</p> <p>silverandfit.com (for Medicare retirees) 1-877-427-4788</p>
American Specialty Health (ASH)	<p>HMSA and Kaiser Permanente Chiropractic Benefit (HSTA VB only) ashlink.com/ash/hmsa for HMSA members ashlink.com/ash/kaiserhic for Kaiser Permanente members Toll-free: 1-888-981-2746 October through March: Sunday through Saturday, 8:00 a.m.–8:00 p.m. HST, excluding Thanksgiving Day and Christmas Day April through September: Monday through Friday, 2:00 a.m.–5:00 p.m. HST, excluding ASH-observed holidays</p>
CVS Caremark (CVS) Non-Medicare Retirees SilverScript (SSI) Medicare Retirees	<p>CVS Caremark (CVS): Non-Medicare Retirees caremark.com 1-855-801-8263 TTY: 711 24 hours a day, 7 days a week</p> <p>SilverScript (SSI): Medicare Retirees eutf.silverscript.com hstavb.silverscript.com 1-877-878-5715</p>

<p>Hawaii Dental Service (HDS)</p>	<p>hawaiidentalsservice.com/eutf 1-808-529-9310 or toll-free: 1-866-702-3883 Over the phone: Monday through Friday, 7:30 a.m.–6 p.m. HST, except State observed holidays Walk-In Hours: Monday through Friday, 8 a.m.–4:30 p.m. HST, except State observed holidays Office located: Pioneer Plaza, 900 Fort Street Mall, Suite 1900</p>
<p>Vision Service Plan (VSP)</p>	<p>eutf.vspforme.com Toll-free: 1-866-240-8420 Oahu: 1-808-532-1600 or toll-free: 1-800-522-5162 Monday through Saturday, 3:00 a.m.–8:00 p.m. HST Sunday, 8:00 a.m.–8:00 p.m. HST</p>
<p>Securian</p>	<p>LifeBenefits.com/EUTF 1-808-536-9890 or toll-free: 1-877-291-8466 Monday through Friday, 7:30 a.m.–6:00 p.m. HST, except State-observed holidays Email: lifebenefits@securian.com</p>
<p>Social Security Administration (SSA)</p>	<p>ssa.gov 1-800-772-1213</p>
<p>Centers for Medicare & Medicaid Services</p>	<p>cms.gov 1-800-MEDICARE</p>

Important Forms

EC-2 and EC-2H Enrollment Form Instructions

Retiree Data

Select the event for which you are submitting the enrollment form. Mark the Retirement box if you're newly retired, the Qualifying Event box if you are making changes outside of the Open Enrollment period, or the Open Enrollment box during the annual or limited Open Enrollment period. If submitting the enrollment form for a qualifying event, give a brief description of the event and the date the qualifying event occurred. Complete all information about yourself and your spouse/partner. The race and ethnicity section is optional. Please refer to the back page of these instructions for more information on completing the race and ethnicity section.

Coverage Start Date

This section only needs to be completed if filing for adoption, placement for adoption, birth, marriage, domestic partner, guardianship, or newly eligible student, and you pay towards health plan benefits. Select one of the three choices for when your coverage and premium contributions will begin.

- (Option #1) Coverage starts on the event date. Premium contributions start 1st day of the pay period in which the event date occurs.
- (Option #2) Coverage and contributions start 1st day of the first pay period following the event date.
- (Option #3) Coverage and contributions start 1st day of the second pay period following the event date.

If no selection is made, Option #1 will be used, and you will be responsible for the full premium in said pay period.

Plan Selection

Mark all plans you wish to be enrolled in. You may only enroll in ONE Medical plan. If you select Kaiser, your medical selection will include Kaiser Permanente Drug coverage. If you select HMSA or Humana and wish to enroll in prescription drug coverage, you must select the CVS Caremark Prescription Drug plan (if you do not make a selection you will not have any prescription drug coverage). If you wish to dis-enroll from plans, mark the "Cancel/Waive" box. If no selection is made, EUTF will assume no changes are being made.

Note: If you are currently enrolled in the Kaiser HMO Medical Plan and have assigned your Medicare Benefits to KP and either select the "Cancel/Waive" box or enroll in either the HMSA PPO 90/10 Medical plan or the CVS Caremark Prescription Drug plan, you are also confirming your intent to dis-enroll from the Kaiser Permanente Senior Advantage plan as well.

Dependent Information

Complete dependent information and indicate plan selection if adding or removing dependents. If you are adding/removing more than three dependents and additional rows are needed, please attach another sheet to your enrollment form. If this is your first time enrolling dependents in EUTF plans, please submit required proof documents including marriage certificate if adding your spouse/partner and a birth certificate and guardianship or adoption decree (if applicable) if adding a child(ren). If a dependent child is age 19 to 24, unmarried and covered under your medical, drug, dental, and/or vision plans, please submit certification from the school registrar or national clearinghouse indicating they are a full-time student. Required proof documents must be submitted to the EUTF within 45 days of the event date. Social security numbers are required for all newly added dependents. Detailed eligibility information including required proof documents for other life events are available online at eutf.hawaii.gov.

Medicare

If you and/or your dependent(s) (spouse/partner/disabled child) are eligible to enroll in Medicare Part B, complete the name and Medicare Claim Number of the individuals enrolled. Additionally, you must submit proof of Medicare Part B enrollment to the EUTF in order to be enrolled in EUTF retiree medical and/or prescription drug coverage. Submit a copy of your Medicare card (indicating enrollment in Medicare Part B), letter from the Social Security Administration indicating your Medicare Part B premium, and EUTF Direct Deposit Agreement form. Failure to comply may result in loss of EUTF medical and/or prescription drug coverage.

Other Insurance Information

If you or your dependents are covered under another health plan, you are required to complete this section. The information that you provide does not determine how your benefits are coordinated. Coordination of Benefits rules are determined by the health benefit plans and follow the guidelines of the National Association of Insurance Commissioner (www.naic.org).

Retiree/Dependent Signature

Read, sign and date the form.

Note: Dependent signature(s) and Date(s) are required if the dependent is enrolling or disenrolling in/from the Humana, Kaiser HMO Coverage or CVS/SilverScript plans. Failure for both the retiree and dependent(s) to sign when applicable, may result in continued Medicare enrollment with Humana, Kaiser Permanente or CVS/SilverScript.

Submit your EC-2 or EC-2H form and required supporting documents to the EUTF office. Please see address at bottom of page 2 of the enrollment form. To ensure proper processing, all required fields must be complete and proper documentation submitted timely. Required supporting documents are due within 45 days of the qualifying event date, with exception to birth (180 days) and open enrollment (postmarked by October 31, 2023).

Optional Race and Ethnicity Questionnaire

You may voluntarily choose to provide your race and ethnicity in the Retiree Data section of the EC-2 form. You can't be denied coverage because you don't fill them out. Please refer to the options below.

Are you of Hispanic, Latino/a, or Spanish origin?

- No, not of Hispanic, Latino/a, or Spanish origin
- Yes, Mexican, Mexican American, Chicano/a
- Yes, Puerto Rican
- Yes, Cuban
- Yes, of another Hispanic, Latino/a, or Spanish origin
- Choose not to answer

What is your race?

- American Indian or Alaska Native
- Black or African American
- White
- Native Hawaiian
- Guamanian or Chamorro
- Samoan
- Other Pacific Islander
- Asian Indian
- Chinese
- Filipino
- Japanese
- Korean
- Vietnamese
- Other Asian
- Choose not to answer

PRIVACY ACT STATEMENT

The Centers for Medicare & Medicaid Services (CMS) collects information from Medicare plans to track beneficiary enrollment in Medicare Advantage (MA) Plans, improve care, and for the payment of Medicare benefits. Sections 1851 of the Social Security Act and 42 CFR §§ 422.50 and 422.60 authorize the collection of this information. CMS may use, disclose, and exchange enrollment data from Medicare beneficiaries as specified in the System of Records Notice (SORN) "Medicare Advantage Prescription Drug (MARx)", System No. 09-70-0588. Your response to this form is voluntary. However, failure to respond may affect enrollment in the plan.



EUTF RETIREES EC-2 HEALTH BENEFITS ENROLLMENT FORM

RETIREE DATA

Complete each section thoroughly. Please print clearly

Enrollment Type (Must check one box):	Retirement <input type="checkbox"/>	Qualifying Event <input type="checkbox"/>	Open Enrollment <input type="checkbox"/>
Retirement or Qualifying Event Date: _____	Qualifying Event Description: _____		

Full Name: _____ Social Security No.: _____
Last Name, First Name, Middle Initial

Mailing Address: _____ Residence Address: _____
Street Name Apt No. Street Name Apt No.

City, State Zip Code City, State Zip Code

Marital Status: Single Married Domestic Partner Gender: Male Female Gender X
 Marriage Date: _____ Birthdate: _____

Former Employer Department/Division: _____ Bargaining Unit: _____

Home Phone: _____ Cell Phone: _____ Email: _____

Spouse/Partner Name: _____ SSN: _____ Birthdate: _____

Note: If you will be adding your spouse/partner to your health plans, you must also indicate this information under the "Dependent Information" section.

Optional Race and Ethnicity Disclosure

Are you of Hispanic, Latino/a, or Spanish origin? _____ What is your race? _____

COVERAGE START DATE

Complete this section only if filing for adoption, placement for adoption, birth, marriage, domestic partner, guardianship, or newly eligible student.

- Coverage starts day of the event and premium contributions start 1st day of the pay period in which the effective date of coverage occurs.
 (if no selection is made, this option will be used.)
- Coverage and premium contributions start 1st day of the first pay period following event (1st or 16th of the month)
- Coverage and premium contributions start 1st day of the second pay period following event (1st or 16th of the month)

PLAN SELECTION

Make your selection by checking all the boxes of the appropriate benefits plans below. Choose only one box in each category.

Medical (select one)				
HMSA PPO 90/10 Medical ** (does not include Prescription Drug)	<input type="checkbox"/> Cancel/Waive	<input type="checkbox"/> Self	<input type="checkbox"/> Two-Party	<input type="checkbox"/> Family
Kaiser HMO Medical ** (includes Kaiser Prescription Drug)	<input type="checkbox"/> Cancel/Waive	<input type="checkbox"/> Self	<input type="checkbox"/> Two-Party	<input type="checkbox"/> Family
Humana Medicare Advantage (Medicare A & B required)	<input type="checkbox"/> Cancel/Waive	<input type="checkbox"/> Self	<input type="checkbox"/> Two-Party	<input type="checkbox"/> Family
Prescription Drug				
CVS Caremark Prescription Drug ** (not a valid selection with Kaiser)	<input type="checkbox"/> Cancel/Waive	<input type="checkbox"/> Self	<input type="checkbox"/> Two-Party	<input type="checkbox"/> Family
Dental				
Hawaii Dental Service	<input type="checkbox"/> Cancel/Waive	<input type="checkbox"/> Self	<input type="checkbox"/> Two-Party	<input type="checkbox"/> Family
Vision				
Vision Service Plan	<input type="checkbox"/> Cancel/Waive	<input type="checkbox"/> Self	<input type="checkbox"/> Two-Party	<input type="checkbox"/> Family
Life				
Securian Life Insurance	<input type="checkbox"/> Cancel/Waive	<input type="checkbox"/> Self		

** NOTE: If you are currently enrolled in the Kaiser HMO Medical Plan and have assigned your Medicare Benefits to KP and either select the "Cancel/Waive" box or enroll in either the HMSA PPO 90/10 Medical Plan or the CVS Caremark Prescription Drug Plan, you are also confirming your intent to disenroll from the Kaiser Permanente Senior Advantage Plan as well.

Retiree's Name: _____

State and County Contributions: No person may be enrolled in any EUTF benefit plan as both a retiree/active employee and dependent, nor may children be enrolled by more than one retiree/active employee (dual enrollment). In situations where you and your spouse/partner are both retiree/active employees, the employer's contribution cannot exceed a family plan contribution in accordance with Chapter 87A-33-36, Hawaii Revised Statutes. However, both retirees/active employees are able to select EUTF Self-Only plans. Lastly, if dependents are ages 19 to 24, please submit certification from the school registrar or national clearinghouse indicating they are a full-time student. (Detailed eligibility information is available at eutf.hawaii.gov)

Complete dependent information (including spouse/partner/disabled child) and indicate plan selection if adding/removing dependents

Continue	Add	Remove	Last Name, First Name, Middle Initial	Birthdate	SSN	Relationship	Gender	Medical	Drug	Dental	Vision
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Optional Race and Ethnicity Disclosure (Dependents)

- Are any of your dependents of Hispanic, Latino/a, or Spanish origin? _____
- What is your dependent's race? _____

MEDICARE

Are you and/or any of your dependents eligible for Medicare Part A & B?		Yes (complete section below)	No
Name	Medicare Claim Number	Medicare Part A Effective Date	Medicare Part B Effective Date

State law requires that retirees and their dependents enroll in Medicare Part B when they become eligible in order to be enrolled in EUTF/HSTA VB retiree medical and/or prescription drug coverage, HRS Chapter 87A-23(4). Please submit a copy of your Medicare card.

Kaiser Members: Kaiser Permanente is a Medicare Advantage plan. Medicare eligible members residing in the Hawaii Senior Advantage Service Area are required to enroll in the EUTF Senior Advantage Plan. I understand that my signature confirms enrollment in the EUTF Senior Advantage Plan and this will automatically end my enrollment in another Medicare plan.

OTHER INSURANCE INFORMATION

If you or any of your dependents are covered under another non-EUTF health plan(s), provide data below.

Type of Plan (i.e. medical, dental)	Name of the Plan (i.e. HMSA, Quest)	Subscriber's Name

RETIREE SIGNATURE

I am eligible for the coverage requested and declare that the individuals listed on this enrollment form are also eligible. I understand that the benefit elections made on this application are in effect as long as I continue to meet EUTF's eligibility requirements, or until I elect to change them subject to the provisions of EUTF's plan rules. I have read the benefit materials, understand the limitations and qualifications of the EUTF benefits program and agree to abide by the terms and conditions of the benefit plans elected.

A person who knowingly makes a false statement in connection with an application for any benefit may be subject to imprisonment and fines. Additionally, knowingly making a false statement may subject a person to termination or enrollment, denial of future enrollment, or civil damages. EUTF retains the right to terminate coverage in the event of non-payment, if payment is applicable. This form supersedes all forms and submissions previously made for EUTF coverage. I hereby declare that the above statements are true to the best of my knowledge and belief, and I understand that I am subject to penalties for perjury.

Retiree Signature

Date

Dependent (Spouse/Partner) Signature **

Date

Dependent (Disabled Child) Signature **

Date

Various health plan providers offer services to EUTF members. Some of these services are at no charge to either the EUTF or the State of Hawaii. These services which are offered at no charge are not a part of the health benefits package provided to you by the State of Hawaii and its municipalities by virtue of your employment or membership in the EUTF. These services offered at no charge are listed in the EUTF reference guides, [and] are provided only as [a] pilot programs and are subject to modification or termination at any time by the service provider, EUTF, and/or the State of Hawaii at their sole discretion. The State and EUTF expressly do not promise, do not warrant, do not guarantee, and make no representation that these services offered at no charge will be available to EUTF active or retired employees or their beneficiaries at any time in the future or in any form or manner.

**** Note:** Dependent Signature(s) and Date(s) are required if the dependent is enrolling or disenrolling in/from the Humana, Kaiser HMO Coverage or CVS/SilverScript plans. Failure for both the retiree and dependent(s) to sign when applicable, may result in continued Medicare enrollment with Humana, Kaiser Permanente, or CVS/SilverScript.

Please submit your signed EC-2 form to:
EUTF
201 Merchant Street, Suite 1700
Honolulu, HI 96813

Member Services:
Oahu: (808) 586-7390
Toll-free: (800) 295-0089



HSTA VB RETIREES EC-2H HEALTH BENEFITS ENROLLMENT FORM

RETIREE DATA

Complete each section thoroughly. Please print clearly

Enrollment Type (Must check one box):	Retirement <input type="checkbox"/>	Qualifying Event <input type="checkbox"/>	Open Enrollment <input type="checkbox"/>
Retirement or Qualifying Event Date: _____	Qualifying Event Description: _____		

Full Name: _____ Social Security No.: _____
Last Name, First Name, Middle Initial

Mailing Address: _____ Residence Address: _____
Street Name Apt No. Street Name Apt No.

City, State Zip Code City, State Zip Code

Marital Status: Single Married Domestic Partner Gender: Male Female Gender X
Marriage Date: _____ Birthdate: _____

Former Employer Department/Division: _____ Bargaining Unit: _____

Home Phone: _____ Cell Phone: _____ Email: _____

Spouse/Partner Name: _____ SSN: _____ Birthdate: _____

Note: If you will be adding your spouse/partner to your health plans, you must also indicate this information under the "Dependent Information" section.

Optional Race and Ethnicity Disclosure

Are you of Hispanic, Latino/a, or Spanish origin? _____ What is your race? _____

COVERAGE START DATE

Complete this section only if filing for adoption, placement for adoption, birth, marriage, domestic partner, guardianship, or newly eligible student.

- Coverage starts day of the event and premium contributions start 1st day of the pay period in which the effective date of coverage occurs. (if no selection is made, this option will be used.)
- Coverage and premium contributions start 1st day of the first pay period following event (1st or 16th of the month)
- Coverage and premium contributions start 1st day of the second pay period following event (1st or 16th of the month)

PLAN SELECTION

Make your selection by checking all the boxes of the appropriate benefits plans below. Choose only one box in each category.

Medical, Prescription Drug, Vision, and Chiro (select one)				
HMSA PPO 90/10 Medical ** and Chiro (CVS Prescription Drug **, VSP Vision)	<input type="checkbox"/> Cancel/Waive	<input type="checkbox"/> Self	<input type="checkbox"/> Two-Party	<input type="checkbox"/> Family
Kaiser HMO Medical ** and Chiro (Kaiser Prescription Drug, VSP Vision)	<input type="checkbox"/> Cancel/Waive	<input type="checkbox"/> Self	<input type="checkbox"/> Two-Party	<input type="checkbox"/> Family
Dental				
Hawaii Dental Service	<input type="checkbox"/> Cancel/Waive	<input type="checkbox"/> Self	<input type="checkbox"/> Two-Party	<input type="checkbox"/> Family
Life				
Securian Life Insurance	<input type="checkbox"/> Cancel/Waive	<input type="checkbox"/> Self		

NOTE: The enrollment of HSTA VEBA members into the health and other benefit plans created as a result of the decision in the Gail Kono lawsuit is being solely done to comply with that decision and not to create any constitutional or contractual right to the benefits provided by those plans. Please note that the State does not agree with the decision and reserves the right to move HSTA VEBA members into regular EUTF plans if that decision is overturned or modified.

**** NOTE:** If you are currently enrolled in the Kaiser HMO Medical Plan and have assigned your Medicare Benefits to KP and either select the "Cancel/Waive" box or enroll in either the HMSA PPO 90/10 Medical Plan or the CVS Caremark Prescription Drug Plan, you are also confirming your intent to disenroll from the Kaiser Permanente Senior Advantage Plan as well.

Retiree's Name: _____

State and County Contributions: No person may be enrolled in any EUTF benefit plan as both a retiree/active employee and dependent, nor may children be enrolled by more than one retiree/active employee (dual enrollment). In situations where you and your spouse/partner are both retiree/active employees, the employer's contribution cannot exceed a family plan contribution in accordance with Chapter 87A-33-36, Hawaii Revised Statutes. However, both retirees/active employees are able to select EUTF Self-Only plans. Lastly, if dependents are ages 19 to 24, please submit certification from the school registrar or national clearinghouse indicating they are a full-time student. (Detailed eligibility information is available at eutf.hawaii.gov)

DEPENDENT INFORMATION

Complete dependent information (including spouse/partner/disabled child) and indicate plan selection if adding/removing dependents

Continue	Add	Remove	Last Name, First Name, Middle Initial	Birthdate	SSN	Relationship	Gender	Medical	Drug	Dental	Vision
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Optional Race and Ethnicity Disclosure (Dependents)

- Are any of your dependents of Hispanic, Latino/a, or Spanish origin? _____
- What is your dependent's race? _____

MEDICARE

Are you and/or any of your dependents eligible for Medicare Part A & B? Yes (complete section below) No

Name	Medicare Claim Number	Medicare Part A Effective Date	Medicare Part B Effective Date

State law requires that retirees and their dependents enroll in Medicare Part B when they become eligible in order to be enrolled in EUTF/HSTA VB retiree medical and/or prescription drug coverage, HRS Chapter 87A-23(4). Please submit a copy of your Medicare card.

Kaiser Members: Kaiser Permanente is a Medicare Advantage plan. Medicare eligible members residing in the Hawaii Senior Advantage Service Area are required to enroll in the EUTF Senior Advantage Plan. I understand that my signature confirms enrollment in the EUTF Senior Advantage Plan and this will automatically end my enrollment in another Medicare plan.

OTHER INSURANCE INFORMATION

If you or any of your dependents are covered under another non-EUTF health plan(s), provide data below.

Type of Plan (i.e. medical, dental)	Name of the Plan (i.e. HMSA, Quest)	Subscriber's Name

RETIREE SIGNATURE

I am eligible for the coverage requested and declare that the individuals listed on this enrollment form are also eligible. I understand that the benefit elections made on this application are in effect as long as I continue to meet EUTF's eligibility requirements, or until I elect to change them subject to the provisions of EUTF's plan rules. I have read the benefit materials, understand the limitations and qualifications of the EUTF benefits program and agree to abide by the terms and conditions of the benefit plans elected.

A person who knowingly makes a false statement in connection with an application for any benefit may be subject to imprisonment and fines. Additionally, knowingly making a false statement may subject a person to termination or enrollment, denial of future enrollment, or civil damages. EUTF retains the right to terminate coverage in the event of non-payment, if payment is applicable. This form supersedes all forms and submissions previously made for EUTF coverage. I hereby declare that the above statements are true to the best of my knowledge and belief, and I understand that I am subject to penalties for perjury.

Retiree Signature

Date

Dependent (Spouse/Partner) Signature **

Date

**** Note:** Dependent Signature(s) and Date(s) are required if the dependent is enrolling or disenrolling in/from the Humana, Kaiser HMO Coverage or CVS/SilverScript plans. Failure for both the retiree and dependent(s) to sign when applicable, may result in continued Medicare enrollment with Kaiser Permanente, or CVS/SilverScript.

Please submit your signed EC-2H form to:
EUTF
201 Merchant Street, Suite 1700
Honolulu, HI 96813

Member Services:
Oahu: (808) 586-7390
Toll-free: (800) 295-0089



Instructions for ACH Deduction Authorization Agreement

All portions of the ACH Deduction Authorization Agreement must be completed, except where optional, for the form to be valid. In addition, if there is any alteration of this form, a new form must be completed.

If you retire and/or become a survivor-beneficiary on or after **October 1, 2020** and are responsible to pay for a portion of your monthly health benefits premium, you are required to enroll in a recurring electronic premium deduction option (**Act 62, SLH2020**). Please refer to [EUTF Administrative Rule 4.14](#) for details.

You must submit a new form if there are any changes to your account (i.e., account number, account holder, financial institution). The most recently dated ACH Deduction Authorization Agreement submitted to EUTF will apply.

Section A – Account Information

The name of the active employee, retiree or surviving spouse must appear on the account. You may ask the representative of the financial institution to help complete this section. For withdrawals from a savings account, financial institution certification is required. For withdrawals from checking accounts, a voided check must be attached. If you do not have a voided check, a financial institution certification is required.

Section B – Agreement of All Account Holders

This section contains the agreement of all Account Holders, including the EUTF member, retiree or surviving spouse, domestic partner or civil union partner; and other Account Holders. The agreements in Section B apply to all Account Holders even if they are not the member, retiree or surviving spouse plan subscriber.

Section C – Signatures of All Account Holders

By signing the ACH Deduction Authorization Agreement, the signer certifies the information is accurate and confirms that they understand and agree to the agreement in Section B.

The active employee, retiree or surviving spouse signs as primary account holder. If the account is a joint account, please have all Account Holder(s) sign the form. Use an additional sheet if necessary. If you are representing the active employee, retiree or surviving spouse, domestic partner or civil union partner, please ensure that you have any authorizing document(s) attached to the ACH Deduction Authorization Agreement.

Please be sure to attach a VOIDED check if withdrawing from a checking account or have the financial institution complete Section B if you do not have any checks or are withdrawing from a savings account. Please return this form to the EUTF.

If you have any questions, please contact the EUTF customer call center at:

Oahu: (808) 586-7390 Ext. 3

Toll-free: (800) 295-0089 Ext. 3

EUTF website: eutf.hawaii.gov

Address: EUTF
201 Merchant Street, Suite 1700
Honolulu, HI 96813

Hawaii Employer-Union Health Benefits Trust Fund (EUTF)
ACH Deduction Authorization Agreement
Automated Electronic Payment of Health Benefit Premiums

___ New Agreement OR ___ Updated Agreement (please check one)

Member Information [Please Print]:

Member Name: _____ Last 4 digits of SSN or EUTF ID Number: _____

Mailing Address: _____

Home Phone Number: _____ Mobile Phone Number: _____

Work Phone Number: _____ E-mail Address: _____

SECTION A – Account Information (see your financial institution for help in completing this section)

Name of Account Holder(s):		
Name of Financial Institution:		
Routing Number:		
Account Number:	<input type="checkbox"/> Checking*	<input type="checkbox"/> Savings
Financial Institution Certification (Required for Savings; Optional for Checking):		
Name of Agent: _____	Phone: _____	
Signature: _____	Date: _____	

***Please attach a VOIDED check**

SECTION B – Authorization

By signing in Section C, the Account Holder(s):

- Certify all information is accurate and I/we hereby authorize the EUTF to begin deduction of health benefit premiums and/or adjust the deduction amounts as necessary (e.g. due to change in premiums) from my account with the financial institution named above for payment of my EUTF health benefit premiums. This authorization will remain in full force until the EUTF has received written notification from me of its termination in such time and in such manner as to afford EUTF and the Financial Institution a reasonable opportunity to act on it.
- Consent to the disclosure by the Financial Institution to the EUTF of any information that the EUTF requests to effectuate, administer, or enforce the transactions authorized in Section B.
- Agree not to hold the EUTF responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me/us or by Financial Institution or due to an error on the part of the Financial Institution in withdrawing funds from the account.

SECTION C – Signatures of All Account Holders

Authorized Signature (Primary):	Date:
Authorized Signature:	Date:

Please send form back to EUTF.



Instructions for Employees' Retirement System (ERS) Pension Deduction Authorization Agreement

All portions of the Employees' Retirement System (ERS) Pension Deduction Authorization Agreement must be completed, except where optional, for the form to be valid. In addition, if there is any alteration of this form, a new form must be completed.

If you retire on or after **October 1, 2020** and are responsible to pay for a portion of your monthly health benefits premium, you are required to enroll in a recurring electronic premium deduction option (**Act 62, SLH2020**). Please refer to [EUTF Administrative Rule 4.14](#) for details.

Notice to New Retirees:

If you submitted your ERS Pension Deduction Authorization Agreement prior to your retirement date, the earliest your health benefit premium deduction will begin will be the second month following your retirement date or your first pension payment, whichever is later. Please pay your health benefit premium payments by check or by other [payment options](#) until your deduction begins.

Notice to New and Current Retirees:

You will receive a confirmation notice by mail after the EUTF processes your ERS Pension Deduction Authorization Agreement form. The effective date of the pension deduction is specified on the confirmation notice. Any health benefit premium payments prior to the effective date of the deduction must be paid by check or by other [payment options](#).

NOTE: Health benefit premium deduction from your pension is NOT available to retirees receiving a pension on a semi-monthly basis and surviving spouses receiving a pension.

Retiree Information Section

This section is required. Fill in required information.

Section A – Authorization

This section contains the agreement of the Hawaii Employer-Union Health Benefits Trust Fund (EUTF).

Section B – Signature of Retiree

By signing the ERS Pension Deduction Authorization Agreement, the signer certifies the information is accurate and confirms that they understand and agree to the authorization in Section A.

If you are representing the retiree, please ensure that you have all authorizing document(s) attached to the ERS Pension Deduction Authorization Agreement.

If you have any questions, please contact the EUTF at (808) 586-7390 or toll free at 800-295-0089. You can also visit our website at eutf.hawaii.gov.

Mail completed forms to:

EUTF
201 Merchant Street, Suite 1700
Honolulu, HI 96813

Hawaii Employer-Union Health Benefits Trust Fund (EUTF)
ERS Pension Deduction Authorization Agreement Form

I request automatic deduction from my ERS Pension for EUTF Health Benefit Premiums.

I am currently receiving ERS Pension payments (Y or N) _____

Retirement Date: _____ (if not currently receiving an ERS pension)

Retiree Information [Please Print]

Retiree Name: _____

Last 4 digits of SSN or EUTF ID Number: _____

Mailing Address: _____

Home Phone Number: _____ Mobile Phone Number: _____

E-mail Address: _____

SECTION A – Authorization

By signing in Section B, I hereby:

- Certify that I am capable and authorized to attest to the following;
- Certify that all information is accurate, and I authorize the EUTF to make payment of my EUTF health benefit premiums by deductions, adjustments or cancellations from my ERS Pension. This authorization will remain in full force until the EUTF receives written notification from me of its termination in such time and in such manner as to afford the EUTF and the ERS a reasonable opportunity to act on it.
- Consent to the disclosure by the ERS to the EUTF of any information that the EUTF requests to effectuate, administer, or enforce the transactions authorized in this EUTF ERS Pension Deduction Authorization Agreement form.
- Consent to the disclosure by the EUTF to the ERS of any information that the ERS requests to effectuate, administer, or enforce the transactions authorized in this EUTF ERS Pension Deduction Authorization Agreement form.
- Agree not to hold the EUTF, nor the ERS, responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me, the EUTF, or the ERS, or due to an error on the part of the EUTF or ERS in deducting funds from the ERS Pension.
- Understand that any existing Automated Clearing House (ACH) withdrawal agreement for EUTF health benefit premiums will be replaced with this EUTF ERS Pension Deduction Authorization Agreement form. The EUTF will, to the extent possible, coordinate termination of the electronic deductions from my bank account with the start of the ERS pension deduction so any break in payments will be limited.
- Understand that EUTF may terminate this EUTF ERS Pension Deduction Authorization Agreement form for any reason.

SECTION B – Signature of Retiree

Retiree Signature: _____

Date: _____





State of Hawaii

Department of Budget and Finance
Hawaii Employer-Union Health Benefits Trust Fund (EUTF)
201 Merchant Street, Suite 1700
Honolulu, HI 96813



STATE OF HAWAII
CONTRACT FOR GOODS AND SERVICES
BASED UPON
COMPETITIVE SEALED BIDS

This Contract, executed on the respective dates indicated below, is effective as of _____, _____, between Hawaii Employer-Union Health Benefits Trust Fund,
(Insert name of state department, agency, board or commission)
 State of Hawaii ("STATE"), by its Administrator,
(Insert title of person signing for State)
 (hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")), whose address is 201 Merchant Street, Suite 1700, Honolulu, Hawaii 96813
 _____ and _____
 ("CONTRACTOR"), a _____
(Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the Contractor)
 under the laws of the State of _____, whose business address and federal taxpayer identification numbers are as follows: _____

RECITALS

- A. The STATE desires to retain and engage the CONTRACTOR to provide the Goods or services, or both, described in this Contract and its attachments, and the CONTRACTOR is Agreeable to providing said goods or services or both.
- B. The STATE has issued a request for competitive sealed bids, and has received and reviewed bids submitted in response to the invitation.
- C. The solicitation for proposals and selection of the CONTRACTOR were made in accordance with section 103D-302, Hawaii Revised Statutes ("HRS"), Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, Subtitle 11 ("HAR"), Chapter 122, Subchapter 5, and applicable procedures established by the applicable Chief Procurement Officer ("CPO").
- D. The CONTRACTOR has been identified as the responsible and responsive offeror whose proposal is the most advantageous for the STATE, taking into consideration price and the evaluation factors set forth in the request.
- E. Pursuant to HRS Chapter 87A, the STATE
(Legal authority to enter into this Contract)
 is authorized to enter into this Contract.
- F. Money is available to fund this Contract pursuant to:

(1) _____
(Identify state sources)
 or (2) _____
(Identify federal sources)
 or both, in the following amounts: State \$ _____
 Federal \$ _____

NOW, THEREFORE, in consideration of the promises contained in this Contract, the STATE and the CONTRACTOR agree as follows:

- 1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in the request for Invitation for Bids number _____ ("IFB") and the CONTRACTOR's accepted bid ("Bid"), both of which, even if not physically attached to this Contract, are made a part of this Contract.
- 2. Compensation. The CONTRACTOR shall be compensated for goods supplied or services performed, or both, under this Contract in a total amount not to exceed

_____ (\$ _____), including approved costs incurred and taxes, at the time and in the manner set forth in the RFP and CONTRACTOR's Proposal.

3. Time of Performance. The services or goods required of the CONTRACTOR under this Contract shall be performed and completed in accordance with the Time of Performance set forth in Attachment-S3, which is made a part of this Contract.

4. Bonds. The CONTRACTOR is required to provide or is not required to provide: a performance bond, a payment bond, a performance and payment bond in the amount of N/A DOLLARS (\$ _____).

5. Standards of Conduct Declaration. The Standards of Conduct Declaration of the CONTRACTOR is attached to and made a part of this Contract.

6. Other Terms and Conditions. The General Conditions and any Special Conditions are attached to and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control. In the event of a conflict among the documents, the order of precedence shall be as follows: (1) this Contract, including all attachments and addenda; (2) the IFB, including all attachments and addenda; and (3) the CONTRACTOR'S Bid.

7. Liquidated Damages. Liquidated damages shall be assessed in the amount of 0.00 DOLLARS (\$ 0.00) per day, in accordance with the terms of paragraph 9 of the General Conditions.

8. Notices. Any written notice required to be given by any party to this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice to the STATE shall be sent to the HOPA'S address indicated in the Contract. Notice to the CONTRACTOR shall be sent to the CONTRACTOR'S address indicated in the Contract. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the STATE in writing of any change of address.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first above written.

STATE

(Signature)

Derek M. Mizuno

(Print Name)

Administrator

(Print Title)

(Date)

CONTRACTOR

(Name of Contractor)

(Signature)

(Print Name)

(Print Title)

(Date)

CORPORATE SEAL

(If available)

APPROVED AS TO FORM:

Deputy Attorney General

*Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached.



STATE OF HAWAII
CONTRACTOR'S
STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

“Agency” means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

“Controlling interest” means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

“Employee” means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of _____, CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR is* is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. CONTRACTOR has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. CONTRACTOR has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

CONTRACTOR understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

* Reminder to Agency: If the “is” block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract must be awarded by competitive sealed bidding under section 103D-302, HRS, or a competitive sealed proposal under section 103D-303, HRS. Otherwise, the Agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

CONTRACTOR

By _____
(Signature)
 Print Name _____
 Print Title _____
 Name of Contractor _____
 Date _____

*Reminder to agency: If the “is” block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract must be Awarded by competitive sealed bidding under section 103D-302, HRS, or a competitive sealed proposal under section 103D-303, HRS. Otherwise, the agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).



STATE OF HAWAII
SCOPE OF SERVICES



STATE OF HAWAII
COMPENSATION AND PAYMENT SCHEDULE



STATE OF HAWAII
TIME OF PERFORMANCE



STATE OF HAWAII

CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE

1. By Heads of Departments Delegated by the Director of the Department of Human Resources Development (“DHRD”).*

Pursuant to a delegation of the authority by the Director of DHRD, I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to § 76-16, Hawaii Revised Statutes (HRS).

(Signature)
Derek M. Mizuno
(Print Name)
Administrator
(Print Title)

(Date)

* This part of the form may be used by all department heads and the heads of attached agencies to whom the Director of DHRD expressly has delegated authority to certify § 76-16, HRS, civil service exemptions. The specific paragraph(s) of § 76-16, HRS, upon which an exemption is based should be noted in the contract file. If an exemption is based on § 76-16(b)(15), the contract must meet the following conditions:

- (1) It involves the delivery of completed work or product by or during a specific time;
(2) There is no employee-employer relationship; and
(3) The authorized funding for the service is from other than the "A" or personal services cost element.

NOTE: Not all attached agencies have received a delegation under § 76-16(b)(15). If in doubt, attached agencies should check with the Director of DHRD prior to certifying an exemption under § 76-16(b)(15). Authority to certify exemptions under §§76-16(b)(2), and 76-16(b)(12), HRS, has not been delegated; only the Director of DHRD may certify §§ 76-16(b)(2),and 76-16(b)(12) exemptions.

2. By the Director of DHRD, State of Hawaii.

I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to §76-16, HRS.

(Signature)
(Print Name)
(Print Title, if designee of the Director of DHRD)

(Date)



STATE OF HAWAII
SPECIAL CONDITIONS

GENERAL CONDITIONS

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GENERAL CONDITIONS

1. Coordination of Services by the STATE. The head of the purchasing agency ("HOPA") (which term includes the designee of the HOPA) shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Contract. The CONTRACTOR shall maintain communications with HOPA at all stages of the CONTRACTOR'S work, and submit to HOPA for resolution any questions which may arise as to the performance of this Contract. "Purchasing agency" as used in these General Conditions means and includes any governmental body which is authorized under chapter 103D, HRS, or its implementing rules and procedures, or by way of delegation, to enter into contracts for the procurement of goods or services or both.
2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
 - a. In the performance of services required under this Contract, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE'S opinion, the services are being performed by the CONTRACTOR in compliance with this Contract. Unless otherwise provided by special condition, it is understood that the STATE does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the STATE.
 - b. The CONTRACTOR and the CONTRACTOR'S employees and agents are not by reason of this Contract, agents or employees of the State for any purpose, and the CONTRACTOR and the CONTRACTOR'S employees and agents shall not be entitled to claim or receive from the State any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.
 - c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR'S performance under this Contract. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR'S employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR'S employees or agents in the course of their employment.
 - d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.
 - e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 103D-328, HRS, and paragraph 17 of these General Conditions.
 - f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR'S employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

- g. The CONTRACTOR shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- h. The CONTRACTOR shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- i. In lieu of the above certificates from the Department of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, the CONTRACTOR may submit proof of compliance through the State Procurement Office's designated certification process.

3. Personnel Requirements.

- a. The CONTRACTOR shall secure, at the CONTRACTOR'S own expense, all personnel required to perform this Contract.
- b. The CONTRACTOR shall ensure that the CONTRACTOR'S employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

5. Conflicts of Interest. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR'S performance under this Contract.

6. Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR'S duties, obligations, or interests under this Contract and no such assignment or subcontract shall be effective unless (i) the CONTRACTOR obtains the prior written consent of the STATE, and (ii) the CONTRACTOR'S assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR'S assignee or subcontractor have been paid. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR'S right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in section 40-58, HRS.

a. Recognition of a successor in interest. When in the best interest of the State, a successor in interest may be recognized in an assignment contract in which the STATE, the CONTRACTOR and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:

- (1) The Assignee assumes all of the CONTRACTOR'S obligations;
- (2) The CONTRACTOR remains liable for all obligations under this Contract but waives all rights under this Contract as against the STATE; and
- (3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.

b. Change of name. When the CONTRACTOR asks to change the name in which it holds this Contract with the STATE, the procurement officer of the purchasing agency (hereinafter referred to as the "Agency procurement officer") shall, upon receipt of a document acceptable or satisfactory to the

Agency procurement officer indicating such change of name (for example, an amendment to the CONTRACTOR'S articles of incorporation), enter into an amendment to this Contract with the CONTRACTOR to effect such a change of name. The amendment to this Contract changing the CONTRACTOR'S name shall specifically indicate that no other terms and conditions of this Contract are thereby changed.

- c. Reports. All assignment contracts and amendments to this Contract effecting changes of the CONTRACTOR'S name or novations hereunder shall be reported to the chief procurement officer (CPO) as defined in section 103D-203(a), HRS, within thirty days of the date that the assignment contract or amendment becomes effective.
 - d. Actions affecting more than one purchasing agency. Notwithstanding the provisions of subparagraphs 6a through 6c herein, when the CONTRACTOR holds contracts with more than one purchasing agency of the State, the assignment contracts and the novation and change of name amendments herein authorized shall be processed only through the CPO's office.
7. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.
 8. Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the CONTRACTOR in connection with this Contract, the CONTRACTOR shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.
 9. Liquidated Damages. When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 13 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the STATE the amount, if any, set forth in this Contract per calendar day from the date set for cure until either (i) the STATE reasonably obtains similar goods or services, or both, if the CONTRACTOR is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR'S delay or nonperformance is excused under paragraph 13d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR remains liable for damages caused other than by delay.
 10. STATE'S Right of Offset. The STATE may offset against any monies or other obligations the STATE owes to the CONTRACTOR under this Contract, any amounts owed to the State of Hawaii by the CONTRACTOR under this Contract or any other contracts, or pursuant to any law or other obligation owed to the State of Hawaii by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The STATE will notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed to the State of Hawaii shall not include debts or obligations which have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii, provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.
 11. Disputes. Disputes shall be resolved in accordance with section 103D-703, HRS, and chapter 3-126, Hawaii Administrative Rules ("HAR"), as the same may be amended from time to time.
 12. Suspension of Contract. The STATE reserves the right at any time and for any reason to suspend this Contract for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.
 - a. Order to stop performance. The Agency procurement officer may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Contract. This order shall be for a specified

period not exceeding sixty (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Stop performance orders shall include, as appropriate: (1) A clear description of the work to be suspended; (2) Instructions as to the issuance of further orders by the CONTRACTOR for material or services; (3) Guidance as to action to be taken on subcontracts; and (4) Other instructions and suggestions to the CONTRACTOR for minimizing costs. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and suspend all performance under this Contract at the time stated, provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the Agency procurement officer shall either:

- (1) Cancel the stop performance order; or
- (2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Contract.

b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified in writing accordingly, if:

- (1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Contract; and
- (2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided that, if the Agency procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.

c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.

d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

13. Termination for Default.

a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency procurement officer may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Agency procurement officer, such officer may terminate the CONTRACTOR'S right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency procurement officer may procure similar goods or services in a manner and upon the terms deemed appropriate by the Agency procurement officer. The CONTRACTOR shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

b. CONTRACTOR'S duties. Notwithstanding termination of the Contract and subject to any directions from the Agency procurement officer, the CONTRACTOR shall take timely, reasonable, and

necessary action to protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest.

- c. Compensation. Payment for completed goods and services delivered and accepted by the STATE shall be at the price set forth in the Contract. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Agency procurement officer. If the parties fail to agree, the Agency procurement officer shall set an amount subject to the CONTRACTOR'S rights under chapter 3-126, HAR. The STATE may withhold from amounts due the CONTRACTOR such sums as the Agency procurement officer deems to be necessary to protect the STATE against loss because of outstanding liens or claims and to reimburse the STATE for the excess costs expected to be incurred by the STATE in procuring similar goods and services.
- d. Excuse for nonperformance or delayed performance. The CONTRACTOR shall not be in default by reason of any failure in performance of this Contract in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency procurement officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods and services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Contract. Upon request of the CONTRACTOR, the Agency procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR'S progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the STATE under this Contract. As used in this paragraph, the term "subcontractor" means subcontractor at any tier.
- e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR'S right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 13d, "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 14.
- f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

14. Termination for Convenience.

- a. Termination. The Agency procurement officer may, when the interests of the STATE so require, terminate this Contract in whole or in part, for the convenience of the STATE. The Agency procurement officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.
- b. CONTRACTOR'S obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR will stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance subject to the STATE'S approval. The Agency procurement officer may direct the CONTRACTOR to assign the CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to the STATE. The CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.

- c. Right to goods and work product. The Agency procurement officer may require the CONTRACTOR to transfer title and deliver to the STATE in the manner and to the extent directed by the Agency procurement officer:

- (1) Any completed goods or work product; and
- (2) The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Contract.

The CONTRACTOR shall, upon direction of the Agency procurement officer, protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest. If the Agency procurement officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that the STATE has breached the Contract by exercise of the termination for convenience provision.

- d. Compensation.

- (1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the cost or pricing data, submitted to the extent required by chapter 3-122, HAR, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Agency procurement officer may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph 14d(3) below.
- (2) The Agency procurement officer and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by the STATE, the proceeds of any sales of goods and manufacturing materials under subparagraph 14c, and the Contract price of the performance not terminated.
- (3) Absent complete agreement under subparagraph 14d(2) the Agency procurement officer shall pay the CONTRACTOR the following amounts, provided payments agreed to under subparagraph 14d(2) shall not duplicate payments under this subparagraph for the following:
 - (A) Contract prices for goods or services accepted under the Contract;
 - (B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
 - (C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subparagraph 14b. These costs must not include costs paid in accordance with subparagraph 14d(3)(B);
 - (D) The reasonable settlement costs of the CONTRACTOR, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the

total Contract price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph 14d(2), and the contract price of performance not terminated.

- (4) Costs claimed, agreed to, or established under subparagraphs 14d(2) and 14d(3) shall be in accordance with Chapter 3-123 (Cost Principles) of the Procurement Rules.

15. Claims Based on the Agency Procurement Officer's Actions or Omissions.

a. Changes in scope. If any action or omission on the part of the Agency procurement officer (which term includes the designee of such officer for purposes of this paragraph 15) requiring performance changes within the scope of the Contract constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Contract in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- (1) Written notice required. The CONTRACTOR shall give written notice to the Agency procurement officer:

- (A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;

- (B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or

- (C) Within such further time as may be allowed by the Agency procurement officer in writing.

- (2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Agency procurement officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency procurement officer;

- (3) Basis must be explained. The notice required by subparagraph 15a(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and

- (4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the Agency procurement officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the STATE, justifying the claimed additional costs or an extension of time in connection with such changes.

b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or laws precluding any state officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Contract.

c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

16. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Contract shall be subject to chapter 3-123 (Cost Principles), HAR, and the following guidelines:

- a. Reimbursement for air transportation shall be for actual cost or coach class air fare, whichever is less.
- b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.
- c. Unless prior written approval of the HOPA is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for inter-island or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.

17. Payment Procedures; Final Payment; Tax Clearance.

- a. Original invoices required. All payments under this Contract shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Contract have been performed by the CONTRACTOR according to the Contract.
- b. Subject to available funds. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Further, all payments shall be made in accordance with and subject to chapter 40, HRS.
- c. Prompt payment.
 - (1) Any money, other than retainage, paid to the CONTRACTOR shall be disbursed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and
 - (2) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.
- d. Final payment. Final payment under this Contract shall be subject to sections 103-53 and 103D-328, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid. Further, in accordance with section 3-122-112, HAR, CONTRACTOR shall provide a certificate affirming that the CONTRACTOR has remained in compliance with all applicable laws as required by this section.

18. Federal Funds. If this Contract is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Contract to be payable from federal funds, the CONTRACTOR shall be paid only from such funds received from the federal government, and shall not be paid from any other funds. Failure of the STATE to receive anticipated federal funds shall not be considered a breach by the STATE or an excuse for nonperformance by the CONTRACTOR.

19. Modifications of Contract.

- a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the CONTRACTOR and the STATE, provided that change orders shall be made in accordance with paragraph 20 herein.
- b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract shall be permitted.

- c. Agency procurement officer. By written order, at any time, and without notice to any surety, the Agency procurement officer may unilaterally order of the CONTRACTOR:
 - (A) Changes in the work within the scope of the Contract; and
 - (B) Changes in the time of performance of the Contract that do not alter the scope of the Contract work.
 - d. Adjustments of price or time for performance. If any modification increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, an adjustment shall be made and this Contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Contract or as negotiated.
 - e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written modification of the Contract is not made prior to final payment under this Contract.
 - f. Claims not barred. In the absence of a written contract modification, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Contract or for a breach of contract.
 - g. Head of the purchasing agency approval. If this is a professional services contract awarded pursuant to section 103D-303 or 103D-304, HRS, any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract which increases the amount payable to the CONTRACTOR by at least \$25,000.00 and ten per cent (10%) or more of the initial contract price, must receive the prior approval of the head of the purchasing agency.
 - h. Tax clearance. The STATE may, at its discretion, require the CONTRACTOR to submit to the STATE, prior to the STATE'S approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid.
 - i. Sole source contracts. Amendments to sole source contracts that would change the original scope of the Contract may only be made with the approval of the CPO. Annual renewal of a sole source contract for services should not be submitted as an amendment.
20. Change Order. The Agency procurement officer may, by a written order signed only by the STATE, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:
- (1) Drawings, designs, or specifications, if the goods or services to be furnished are to be specially provided to the STATE in accordance therewith;
 - (2) Method of delivery; or
 - (3) Place of delivery.
- a. Adjustments of price or time for performance. If any change order increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, an adjustment shall be made and the Contract modified in writing accordingly. Any adjustment in the Contract price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Contract. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Contract as changed, provided that the Agency procurement officer promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By

proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or any extension of time for completion.

- b. Time period for claim. Within ten (10) days after receipt of a written change order under subparagraph 20a, unless the period is extended by the Agency procurement officer in writing, the CONTRACTOR shall respond with a claim for an adjustment. The requirement for a timely written response by CONTRACTOR cannot be waived and shall be a condition precedent to the assertion of a claim.
- c. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if a written response is not given prior to final payment under this Contract.
- d. Other claims not barred. In the absence of a change order, nothing in this paragraph 20 shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under the Contract or for breach of contract.

21. Price Adjustment.

- a. Price adjustment. Any adjustment in the contract price pursuant to a provision in this Contract shall be made in one or more of the following ways:
 - (1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (2) By unit prices specified in the Contract or subsequently agreed upon;
 - (3) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;
 - (4) In such other manner as the parties may mutually agree; or
 - (5) In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126, HAR.
- b. Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of chapter 3-122, HAR.

22. Variation in Quantity for Definite Quantity Contracts. Upon the agreement of the STATE and the CONTRACTOR, the quantity of goods or services, or both, if a definite quantity is specified in this Contract, may be increased by a maximum of ten per cent (10%); provided the unit prices will remain the same except for any price adjustments otherwise applicable; and the Agency procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

23. Changes in Cost-Reimbursement Contract. If this Contract is a cost-reimbursement contract, the following provisions shall apply:

- a. The Agency procurement officer may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of the Contract in any one or more of the following:
 - (1) Description of performance (Attachment 1);
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.);
 - (3) Place of performance of services;

- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the STATE in accordance with the drawings, designs, or specifications;
 - (5) Method of shipment or packing of supplies; or
 - (6) Place of delivery.
- b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance of, any part of the performance under this Contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this Contract, the Agency procurement officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Contract accordingly.
 - c. The CONTRACTOR must assert the CONTRACTOR'S rights to an adjustment under this provision within thirty (30) days from the day of receipt of the written order. However, if the Agency procurement officer decides that the facts justify it, the Agency procurement officer may receive and act upon a proposal submitted before final payment under the Contract.
 - d. Failure to agree to any adjustment shall be a dispute under paragraph 11 of this Contract. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Contract as changed.
 - e. Notwithstanding the terms and conditions of subparagraphs 23a and 23b, the estimated cost of this Contract and, if this Contract is incrementally funded, the funds allotted for the performance of this Contract, shall not be increased or considered to be increased except by specific written modification of the Contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract.
24. Confidentiality of Material.
- a. All material given to or made available to the CONTRACTOR by virtue of this Contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.
 - b. All information, data, or other material provided by the CONTRACTOR to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.
25. Publicity. The CONTRACTOR shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, including the HOPA, the CPO, the Agency procurement officer, or to the services or goods, or both, provided under this Contract, in any of the CONTRACTOR'S brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts with the CONTRACTOR about the subject matter of this Contract shall be referred to the Agency procurement officer.
26. Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract.
27. Liens and Warranties. Goods provided under this Contract shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Contract documents, whichever are greater.

28. Audit of Books and Records of the CONTRACTOR. The STATE may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor, or prospective subcontractor which are related to:
- a. The cost or pricing data, and
 - b. A state contract, including subcontracts, other than a firm fixed-price contract.

29. Cost or Pricing Data. Cost or pricing data must be submitted to the Agency procurement officer and timely certified as accurate for contracts over \$100,000 unless the contract is for a multiple-term or as otherwise specified by the Agency procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for contracts awarded pursuant to competitive sealed bid procedures.

If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the STATE is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.

30. Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the STATE may require an audit of cost or pricing data.

31. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

32. Antitrust Claims. The STATE and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.

33. Patented Articles. The CONTRACTOR shall defend, indemnify, and hold harmless the STATE, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this Contract. The CONTRACTOR shall be solely responsible for correcting or curing to the satisfaction of the STATE any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the STATE a substitute article, process, or appliance acceptable to the STATE, (b) paying royalties or other required payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.

34. Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.
35. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR'S performance of this Contract.
36. Conflict Between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the procurement rules, the procurement rules in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
37. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the CONTRACTOR relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the CONTRACTOR other than as set forth or as referred to herein.
38. Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
39. Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE'S right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the procurement rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE'S rights or the CONTRACTOR'S obligations under the procurement rules or statutes.
40. Pollution Control. If during the performance of this Contract, the CONTRACTOR encounters a "release" or a "threatened release" of a reportable quantity of a "hazardous substance," "pollutant," or "contaminant" as those terms are defined in section 128D-1, HRS, the CONTRACTOR shall immediately notify the STATE and all other appropriate state, county, or federal agencies as required by law. The Contractor shall take all necessary actions, including stopping work, to avoid causing, contributing to, or making worse a release of a hazardous substance, pollutant, or contaminant, and shall promptly obey any orders the Environmental Protection Agency or the state Department of Health issues in response to the release. In the event there is an ensuing cease-work period, and the STATE determines that this Contract requires an adjustment of the time for performance, the Contract shall be modified in writing accordingly.
41. Campaign Contributions. The CONTRACTOR is hereby notified of the applicability of 11-355, HRS, which states that campaign contributions are prohibited from specified state or county government contractors during the terms of their contracts if the contractors are paid with funds appropriated by a legislative body.
42. Confidentiality of Personal Information.
- a. Definitions.
- "Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:
- (1) Social security number;
 - (2) Driver's license number or Hawaii identification card number; or

- (3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

"Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

b. Confidentiality of Material.

- (1) All material given to or made available to the CONTRACTOR by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the CONTRACTOR and shall not be disclosed without the prior written approval of the STATE.
- (2) CONTRACTOR agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.
- (3) CONTRACTOR agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.
- (4) CONTRACTOR shall report to the STATE in a prompt and complete manner any security breaches involving personal information.
- (5) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR because of a use or disclosure of personal information by CONTRACTOR in violation of the requirements of this paragraph.
- (6) CONTRACTOR shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by CONTRACTOR on behalf of the STATE.

c. Security Awareness Training and Confidentiality Agreements.

- (1) CONTRACTOR certifies that all of its employees who will have access to the personal information have completed training on security awareness topics relating to protecting personal information.
- (2) CONTRACTOR certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:
 - (A) The personal information collected, used, or maintained by the CONTRACTOR will be treated as confidential;
 - (B) Access to the personal information will be allowed only as necessary to perform the Contract; and
 - (C) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

d. Termination for Cause. In addition to any other remedies provided by this Contract, if the STATE learns of a material breach by CONTRACTOR of this paragraph by CONTRACTOR, the STATE may at its sole discretion:

- (1) Provide an opportunity for the CONTRACTOR to cure the breach or end the violation; or
- (2) Immediately terminate this Contract.

In either instance, the CONTRACTOR and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

e. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

BUSINESS ASSOCIATE AGREEMENT

This Agreement is effective as of _____, between the Hawaii Employer-Union Health Benefits Trust Fund, State of Hawaii (hereinafter the "STATE"), by its Administrator, whose address is 201 Merchant Street, Suite 1700, Honolulu, Hawaii 96813, and _____ (hereinafter "BUSINESS ASSOCIATE"), a _____, whose business address is as follows: _____.

RECITALS

A. The STATE has entered into a contract with BUSINESS ASSOCIATE and/or procured the following goods and services from BUSINESS ASSOCIATE: _____.

B. BUSINESS ASSOCIATE's contract and/or provision of goods and performance of services may require that: (1) Protected Health Information (defined below) or Electronic Protected Health Information (defined below) be disclosed to or used by BUSINESS ASSOCIATE; (2) BUSINESS ASSOCIATE create, receive, maintain or transmit Protected Health Information or Electronic Protected Health Information on behalf of the STATE; and/or (3) BUSINESS ASSOCIATE be provided or have access to Personal Information (defined below).

C. Both parties are committed to complying with the Privacy and Security Laws (defined below) with respect to Protected Health Information, Electronic Protected Health Information, and Personal Information.

D. This Agreement sets forth the terms and conditions pursuant to which the following will be handled: (1) Protected Health Information and Electronic Protected Health Information that is disclosed to or used by BUSINESS ASSOCIATE by virtue of its contract with the STATE and/or its provision of goods and services to or for the STATE; (2) Protected Health Information and Electronic Protected Health Information that is created, received, maintained or transmitted by BUSINESS ASSOCIATE on behalf of the STATE; and (3) Personal Information provided to BUSINESS ASSOCIATE or to which BUSINESS ASSOCIATE will have access by virtue of a contract with the STATE.

TERMS AND CONDITIONS

1. Introduction: The STATE, as defined in this Agreement, has determined that it is a Covered Entity or a Health Care Component of a Covered Entity under HIPAA (defined below) and the Privacy and Security Rules (defined below). In addition, the STATE is subject to use and disclosure restrictions regarding Personal Information under Act 10 (defined below) and Chapters 487N and 487R, Hawaii Revised Statutes.

The parties acknowledge that entry into this Agreement is necessary and desirable in order to: (a) protect the privacy and security of Protected Health Information and Electronic Protected Health Information in accordance with the Privacy and Security Laws and because BUSINESS ASSOCIATE is a "business associate" of the STATE

as that term is used in 45 Code of Federal Regulations (“C.F.R.”) § 160.103; and (b) protect against the unauthorized use and disclosure of Personal Information that BUSINESS ASSOCIATE has been provided or to which BUSINESS ASSOCIATE has access by virtue of a contract with the STATE.

2. Definitions:

- a. Except as otherwise defined herein, any and all capitalized terms in this Agreement shall have the definitions set forth in the Privacy and Security Laws.
- b. Act 10. “Act 10” shall mean Act 10, 2008 Session Laws of Hawaii, Special Session.
- c. Agreement. “Agreement” shall mean this agreement between STATE and BUSINESS ASSOCIATE and any and all attachments, exhibits and special conditions attached hereto.
- d. ARRA. “ARRA” shall mean the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, and the rules and regulations promulgated under the ARRA.
- e. Breach. “Breach” shall have the meaning set forth in the ARRA.
- f. De-identified Information. “De-identified Information” shall have the meaning set forth in 45 C.F.R. §§ 164.514(a)-(b).
- g. Electronic Protected Health Information. “Electronic Protected Health Information” shall have the meaning set forth in 45 C.F.R. § 160.103. For purposes of this Agreement, “Electronic Protected Health Information” is limited to Electronic Protected Health Information that is: (i) disclosed to or used by BUSINESS ASSOCIATE by virtue of its contract with the STATE and/or its provision of goods and services to or for the STATE; and/or (ii) created, received, maintained, or transmitted by BUSINESS ASSOCIATE on behalf of the STATE.
- h. Electronic Transactions Rule. “Electronic Transactions Rule” shall mean the final rule set forth in 45 C.F.R. §§ 160 and 162.
- i. HIPAA. “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- j. Individual. “Individual” means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative under 45 C.F.R. § 164.502(g).
- k. Individually Identifiable Health Information. “Individually Identifiable Health Information” shall have the meaning set forth in 45 C.F.R. § 160.103.
- l. Personal Information. “Personal Information” shall have the meaning set forth in Section 487N-1, Hawaii Revised Statutes. For purposes of this Agreement, “Personal Information” is limited to Personal Information provided to BUSINESS ASSOCIATE or to which BUSINESS ASSOCIATE has access by virtue of a contract with the STATE.

- m. Ping. “Ping” shall mean a request-response utility or other method used to determine whether a specific Internet Protocol (IP) address or host exists or is accessible.
 - n. Port Scan. “Port Scan” shall mean a process that sends requests to a host to determine network services that are available on that host.
 - o. Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E, as the same may be amended from time to time.
 - p. Privacy and Security Laws. “Privacy and Security Laws” shall include: (1) the provisions of HIPAA that relate to the privacy and security of Protected Health Information and Electronic Protected Health Information; (2) the Privacy and Security Rules; (3) the provisions of ARRA, including the rules and regulations promulgated under the ARRA, that relate to the privacy and security of Protected Health Information and Electronic Protected Health Information; (4) Act 10 and, to the extent applicable, Chapters 487N and 487R, Hawai‘i Revised Statutes; and (5) other Federal and State privacy or security statutes and regulations that apply to Protected Health Information, Electronic Protected Health Information, or Personal Information.
 - q. Protected Health Information. “Protected Health Information” shall have the meaning set forth in 45 C.F.R. § 160.103. For purposes of this Agreement, “Protected Health Information” is limited to Protected Health Information that is: (i) disclosed to or used by BUSINESS ASSOCIATE by virtue of its contract with the STATE and/or its provision of goods and services to or for the STATE; and/or (ii) created, received, maintained, or transmitted by BUSINESS ASSOCIATE on behalf of the STATE.
 - r. Secretary. “Secretary” shall mean the Secretary of the U.S. Department of Health and Human Services or designee.
 - s. Security Rule. “Security Rule” shall mean the Health Insurance Reform: Security Standards at 45 C.F.R. Part 160, Part 162, and Part 164, Subparts A and C, as the same may be amended from time to time.
 - t. Unsecured Protected Health Information. “Unsecured Protected Health Information” shall have the meaning set forth in the ARRA.
3. Obligations and Activities of BUSINESS ASSOCIATE
- a. BUSINESS ASSOCIATE agrees to not use or disclose Protected Health Information, Electronic Protected Health Information, and Personal Information other than as permitted or required by this Agreement or as required by law.
 - b. BUSINESS ASSOCIATE agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information, Electronic Protected Health Information, and Personal Information other than as provided for by this Agreement.

- c. BUSINESS ASSOCIATE agrees to implement administrative, physical, and technical safeguards (as those terms are defined in the Security Rule) that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of the STATE. Without limiting the foregoing, BUSINESS ASSOCIATE agrees to implement administrative, physical, and technical safeguards to comply with 45 C.F.R. §§ 164.308, 164.310, and 164.312, as and to the extent that such is required of business associates under the Privacy and Security Laws (as amended by the ARRA).
- (i) Required Safeguards. BUSINESS ASSOCIATE shall use all appropriate safeguards to prevent use or disclosure of Protected Health Information received from, or created or received on behalf of, STATE, other than as provided for in this Agreement or as required by law. These safeguards will include, but are not limited to:
- (I) Training. Providing annual training to relevant employees, contractors, and subcontractors on how to prevent the improper use or disclosure of Protected Health Information; and updating and repeating training on a regular basis;
- (II) Administrative Safeguards. Adopting policies and procedures regarding the safeguarding of Protected Health Information; and enforcing those policies and procedures, including sanctions for anyone not found in compliance;
- (III) Technical and Physical Safeguards. Implementing appropriate technical safeguards to protect Protected Health Information, including access controls, authentication, and transmission security; and implementing appropriate physical safeguards to protect Protected Health Information, including workstation security and device and media controls.
- d. In accordance with Part V of Act 10, BUSINESS ASSOCIATE agrees to implement: (i) technological safeguards to reduce exposure to unauthorized access to Personal Information, (ii) mandatory training on security awareness topics relating to Personal Information protection for BUSINESS ASSOCIATE's employees, and (iii) confidentiality agreements to be signed by BUSINESS ASSOCIATE's employees. BUSINESS ASSOCIATE further agrees to safeguard Protected Health Information, Electronic Protected Health Information, and Personal Information in accordance with any rules, policies, procedures and directions adopted or implemented by STATE to the extent that such are communicated to BUSINESS ASSOCIATE.
- e. BUSINESS ASSOCIATE agrees to ensure that any agent (including a contractor or subcontractor) to whom it provides Protected Health Information, Electronic Protected Health Information, or Personal Information agrees to the same restrictions and conditions that apply to BUSINESS ASSOCIATE with respect to

such information under this Agreement and the Privacy and Security Laws. BUSINESS ASSOCIATE further agrees to ensure that any such agent shall safeguard such Protected Health Information, Electronic Protected Health Information, and Personal Information in accordance with any rules, policies, procedures and directions adopted or implemented by STATE to the extent that such are communicated to BUSINESS ASSOCIATE. BUSINESS ASSOCIATE agrees to ensure that any such agent shall implement reasonable and appropriate safeguards to protect Protected Health Information.

- f. BUSINESS ASSOCIATE agrees to implement reasonable policies and procedures to comply with 45 C.F.R. § 164.316, as and to the extent that such is required of business associates under the Privacy and Security Laws (as amended by the ARRA).
- g. BUSINESS ASSOCIATE agrees to provide access to Protected Health Information in the Designated Record Set to STATE or, as directed by STATE, to an Individual to the extent and in the manner required by 45 C.F.R. § 164.524.
- h. BUSINESS ASSOCIATE agrees to make Protected Health Information available for amendment and to incorporate any amendments to Protected Health Information that the STATE directs or agrees to in accordance with the requirements of 45 C.F.R. § 164.526.
- i. BUSINESS ASSOCIATE agrees to document disclosures of Protected Health Information, disclosures of Electronic Protected Health Information and information related to such disclosures as would be required for STATE to respond to a request by an Individual for an accounting of disclosures of: (1) Protected Health Information in accordance with 45 C.F.R. § 164.528; and (2) Electronic Protected Health Information in accordance Section 13405(c) of the ARRA. BUSINESS ASSOCIATE further agrees to collect and provide to STATE, any and all information that is reasonably necessary for STATE to timely respond to such requests by an Individual for an accounting of disclosures.
- j. BUSINESS ASSOCIATE agrees to keep a log of Breaches of Unsecured Protected Health Information in such form and with such information as to enable the STATE to comply with Section 13402(e)(3) of the ARRA and the rules and regulations promulgated under ARRA.
- k. BUSINESS ASSOCIATE agrees to keep a complete log of disclosures made of Personal Information in accordance with Section 8(b)(6) of Act 10.
- l. BUSINESS ASSOCIATE agrees to make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of Protected Health Information and Electronic Protected Health Information available to STATE and/or to the Secretary, at reasonable times and places or as designated by the STATE and/or the Secretary, for purposes of determining compliance with the Privacy and Security Laws. BUSINESS ASSOCIATE further agrees to make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of Personal Information available to STATE, at reasonable times and places or as designated by the STATE, for purposes of determining compliance with this Agreement, Act 10,

and other Federal and State laws regarding the use and disclosure of Personal Information.

- m. BUSINESS ASSOCIATE agrees to report to STATE any disclosure or use of Protected Health Information not provided for by this Agreement, of which BUSINESS ASSOCIATE becomes aware, but in no event later than five (5) business days of first learning of any such use or disclosure. BUSINESS ASSOCIATE further agrees to report to STATE any security incidents that are required to be reported by or to the STATE under 45 C.F.R. Part 164, particularly 45 C.F.R. § 164.314. BUSINESS ASSOCIATE agrees that if any of its employees, agents, subcontractors, and/or representatives use and/or disclose Protected Health Information received from, or created or received on behalf of, STATE, or any derivative De-identified Information in a manner not provided for in this Agreement, BUSINESS ASSOCIATE shall ensure that such employees, agents, subcontractors, and/or representatives shall receive training on BUSINESS ASSOCIATE's procedures for compliance with the Privacy Rule, or shall be sanctioned or prevented from accessing any Protected Health Information BUSINESS ASSOCIATE receives from, or creates or receives on behalf of, STATE. Continued use of Protected Health Information in a manner contrary to the terms of this Agreement shall constitute a material breach of this Agreement.
- n. If there is a Breach of Unsecured Protected Health Information, BUSINESS ASSOCIATE shall: (i) notify the STATE in writing of the Breach no later than twenty (20) calendar days after BUSINESS ASSOCIATE's discovery of the Breach; (ii) investigate and report to STATE on the causes of the Breach including, without limitation, any steps that BUSINESS ASSOCIATE will take to mitigate the Breach and prevent the occurrence of future similar Breaches; (iii) in consultation with STATE, provide all notifications regarding the Breach that STATE and/or BUSINESS ASSOCIATE are required to make under ARRA including, without limitation, written notices to individuals, notices to the media, and notices to the Secretary or any other governmental entity, all such notices to be made in accordance with all ARRA requirements; (iv) unless the Breach is primarily caused by the negligence or other fault of the STATE, indemnify and hold STATE harmless from all claims, lawsuits, administrative proceedings, judgments, damages, liabilities, penalties, and costs arising from the Breach, including all costs of investigating the Breach, providing all required notices, and otherwise complying with all ARRA requirements; and (v) provide a log of all Breaches of Unsecured Protected Health Information to the STATE no later than twenty (20) calendar days after the end of each calendar year, which log shall include all information that STATE needs in order to comply with Section 13402(e)(3) of the ARRA.
- o. If there is a "security breach" regarding Personal Information as that term is defined in Section 487N-1, Hawai'i Revised Statutes, BUSINESS ASSOCIATE shall: (i) notify the STATE in writing of the security breach no later than twenty (20) calendar days after BUSINESS ASSOCIATE's discovery of the security breach; (ii) investigate and report to STATE on the causes of the security breach including, without limitation, any steps that BUSINESS ASSOCIATE will take to mitigate the Breach and prevent the occurrence of future similar Breaches; (iii) in

consultation with STATE, provide all notifications regarding the security breach that STATE and/or BUSINESS ASSOCIATE are required to make under Chapter 487N and other applicable Hawai‘i Revised Statutes; (iv) unless the security breach is primarily caused by the negligence or other fault of the STATE, indemnify and hold STATE harmless from all claims, lawsuits, administrative proceedings, judgments, damages, liabilities, penalties, and costs arising from the security breach, including all costs of investigating the security breach, providing all required notices, and otherwise complying with Chapter 487N and other applicable Hawai‘i Revised Statutes; and (v) assist the State in providing any written report to the legislature or other government entities that is required by Chapter 478N and other applicable Hawai‘i Revised Statutes.

- p. BUSINESS ASSOCIATE agrees to mitigate, to the extent practicable, any harmful effect that is known to BUSINESS ASSOCIATE of: (1) a security breach or disclosure or use of Protected Health Information, Electronic Protected Health Information, or Personal Information by BUSINESS ASSOCIATE in violation of the requirements of this Agreement; and/or (2) a Breach of Unsecured Protected Health Information by BUSINESS ASSOCIATE or any of its officers, employees, or agents (including contractors and subcontractors).
 - q. BUSINESS ASSOCIATE shall, upon notice from STATE, accommodate any restriction to the use or disclosure of Protected Health Information and any request for confidential communications to which STATE has agreed in accordance with the Privacy Rule.
 - r. BUSINESS ASSOCIATE shall comply with any other requirements of the Privacy Law, the Privacy Rule, the Security Law, and the Security Rule not expressly specified in this Agreement, as and to the extent that such requirements apply to business associates under the Privacy Law, the Privacy Rule, the Security Law, and the Security Rule, as they may be amended from time to time.
4. Permitted Uses and Disclosures by BUSINESS ASSOCIATE
- a. General Use and Disclosure Provisions. Except as otherwise limited in this Agreement, BUSINESS ASSOCIATE may disclose or use Protected Health Information, Electronic Protected Health Information, and Personal Information to perform functions, activities, or services for, or on behalf of, STATE as specified in this Agreement, provided that such disclosure or use would not violate any Privacy and Security Laws if done by STATE.
 - b. Specific Use and Disclosure Provisions
 - (i) Except as otherwise limited in this Agreement, BUSINESS ASSOCIATE may use Protected Health Information and Personal Information for the proper management and administration of the BUSINESS ASSOCIATE or to carry out the legal responsibilities of the BUSINESS ASSOCIATE.
 - (ii) Except as otherwise limited in this Agreement, BUSINESS ASSOCIATE may disclose Protected Health Information for the proper management and administration of the BUSINESS ASSOCIATE, for disclosures that are

Required By Law, or where BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and the person agrees to notify BUSINESS ASSOCIATE of any instances where the confidentiality of the information has been breached. Except as otherwise limited in this Agreement, BUSINESS ASSOCIATE may disclose Personal Information where such disclosure is permitted by applicable Federal or State laws.

- (iii) Except as otherwise limited in this Agreement, BUSINESS ASSOCIATE may use Protected Health Information to provide Data Aggregation services to STATE as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (iv) BUSINESS ASSOCIATE may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).

c. Further Uses Prohibited. Except as provided in sections 4.a and 4.b, above, BUSINESS ASSOCIATE is prohibited from further using or disclosing any information received from STATE, or from any other Business Associate of STATE, for any commercial purposes of BUSINESS ASSOCIATE including, for example, “data mining.”

- 5. Minimum Necessary. BUSINESS ASSOCIATE shall only request, use, and disclose the minimum amount of Protected Health Information necessary to accomplish the purpose of the request, use, or disclosure.
- 6. Prohibited, Unlawful, or Unauthorized Use and Disclosure of Protected Health Information. BUSINESS ASSOCIATE shall not use or further disclose any Protected Health Information received from, or created or received on behalf of, STATE, in a manner that would violate the requirements of the Privacy Rule, if done by STATE.
- 7. Indemnity by BUSINESS ASSOCIATE. BUSINESS ASSOCIATE shall defend, indemnify and hold harmless STATE and STATE’s officers, employees, and agents (including contractors and subcontractors) from and against any and all claims, demands, lawsuits, administrative or other proceedings, judgments, liabilities, damages, losses, fines, penalties, and costs, including reasonable attorneys’ fees, that are caused by or arise out of a breach or failure to comply with any provision of this Agreement and/or by a violation of any provision of the Privacy and Security Laws, including the ARRA, by BUSINESS ASSOCIATE or any of BUSINESS ASSOCIATE’s officers, employees, or agents (including contractors and subcontractors).
- 8. Permissible Requests by STATE. STATE shall not request BUSINESS ASSOCIATE to disclose or use Protected Health Information, Electronic Protected Health Information, or Personal Information in any manner that would not be permissible under the Privacy and Security Laws if done by STATE.

9. Standard Electronic Transactions. STATE and BUSINESS ASSOCIATE agree that BUSINESS ASSOCIATE shall, on behalf of STATE, transmit data for transactions that are required to be conducted in standardized format under the Electronic Transactions Rule. BUSINESS ASSOCIATE shall comply with the Electronic Transactions Rule for all transactions conducted on behalf of STATE that are required to be in standardized format. BUSINESS ASSOCIATE shall ensure that any of its subcontractors to whom it delegates any of its duties under its contract with STATE, agrees to conduct and agrees to require its agents or subcontractors to comply with the Electronic Transactions Rule for all transactions conducted on behalf of STATE that are required to be in standardized format.
10. Termination for Cause. In addition to any other remedies provided for by this Agreement, upon STATE's knowledge of a material breach or violation by BUSINESS ASSOCIATE of the terms of this Agreement, STATE may either:
- a. Provide an opportunity for BUSINESS ASSOCIATE to cure the breach or end the violation, and terminate this Agreement if BUSINESS ASSOCIATE does not cure the breach or end the violation within the time specified by the STATE; or
 - b. Immediately terminate this Agreement if BUSINESS ASSOCIATE has breached or violated a material term of this Agreement and cure is not possible; and
 - c. If neither termination nor cure is feasible, STATE shall report any violation of the federal Privacy and Security Rules to the Secretary.
11. Effect of Termination.
- a. Upon any termination of this Agreement, until notified otherwise by STATE, BUSINESS ASSOCIATE shall extend all protections, limitations, requirements, and other provisions of this Agreement to: (i) all Protected Health Information received from or on behalf of STATE or created or received by BUSINESS ASSOCIATE on behalf of STATE; (ii) all Electronic Protected Health Information created, received, maintained or transmitted by BUSINESS ASSOCIATE on behalf of STATE; and (iii) all Personal Information.
 - b. Upon any termination of this Agreement, STATE shall determine whether it is feasible for BUSINESS ASSOCIATE to return to STATE or destroy all or any part of: (i) all Protected Health Information received from or on behalf of STATE or created or received by BUSINESS ASSOCIATE on behalf of STATE that BUSINESS ASSOCIATE maintains in any form and shall retain no copies of such information; (ii) all Electronic Protected Health Information created, received, maintained or transmitted by BUSINESS ASSOCIATE on behalf of STATE; and (iii) all Personal Information. In connection with the foregoing, upon any termination of the Agreement, BUSINESS ASSOCIATE shall notify the STATE in writing of any and all conditions that make return or destruction of such information not feasible and shall provide STATE with any requested information related to the STATE's determination as to whether the return or destruction of such information is feasible.

- c. If STATE determines that return or destruction of all or any part of the Protected Health Information, Electronic Protected Health Information, and Personal Information is feasible, at STATE's option, BUSINESS ASSOCIATE shall return or destroy such information. If STATE directs that BUSINESS ASSOCIATE return or destroy all or any part of the Protected Health Information, Electronic Protected Health Information, and Personal Information, it is understood and agreed that BUSINESS ASSOCIATE shall retain no copies of such information. Destruction of Personal Information shall be performed in accordance with Chapter 487R, Hawaii Revised Statutes. Notwithstanding the foregoing, BUSINESS ASSOCIATE shall not destroy any Protected Health Information in less than six (6) years from the date that it is received by BUSINESS ASSOCIATE.
- d. If STATE determines that return or destruction of all or any part of the Protected Health Information, Electronic Protected Health Information, and Personal Information is not feasible or opts not to require the return or destruction of such information, BUSINESS ASSOCIATE shall extend the protections, limitations, requirements, and other provisions of this Agreement to such information for so long as BUSINESS ASSOCIATE maintains such information. STATE understands that BUSINESS ASSOCIATE's need to maintain portions of the Protected Health Information in records of actuarial determinations and for other archival purposes related to memorializing advice provided, can render return or destruction infeasible.
- e. The provisions of this Section 11 shall apply with respect to all terminations of this Agreement, for any reason whatsoever, and to any and all Protected Health Information, Electronic Protected Health Information, and Personal Information in the possession or control of any and all agents and subcontractors of BUSINESS ASSOCIATE.

12. Miscellaneous

- a. Regulatory References. A reference in this Agreement to a section in the Privacy and Security Laws means the section in effect or as amended.
- b. Amendment. BUSINESS ASSOCIATE and STATE agree to take all actions necessary to amend this Agreement in order for STATE to comply with the requirements of the Privacy Rule, Security Rule, HIPAA, ARRA, and/or any other Federal or State law that is determined to apply to the Protected Health Information, Electronic Protected Health Information, or Personal Information covered by this Agreement. All amendments shall be in writing and executed by both parties.
- c. Survival. The respective rights and obligations of STATE and BUSINESS ASSOCIATE under Sections 3, 6, 7, and 8 above, shall survive the termination of this Agreement.
- d. Interpretation. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the Privacy and Security Laws, as amended, the Privacy and Security Laws shall control. Where provisions of this

Agreement are different than those mandated in the Privacy or Security Laws but are nonetheless permitted by the Privacy or Security Laws, the provisions of this Agreement shall control. Any ambiguity in this Agreement shall be resolved to permit STATE to comply with the Privacy and Security Laws.

- e. Third Parties. This Agreement is solely between BUSINESS ASSOCIATE and the STATE and may be enforced only by BUSINESS ASSOCIATE or the STATE. This Agreement shall not be deemed to create any rights in any third parties or to create any obligations or liabilities of BUSINESS ASSOCIATE or the STATE to any third party.

HAWAII EMPLOYER-UNION HEALTH BENEFITS
TRUST FUND (“STATE”)

By _____
Its Administrator

Date: _____, 20____

[*name of business associate*]
 (“BUSINESS ASSOCIATE”)

By _____
Its _____

Date: _____, 20____

APPROVED AS TO FORM:

Deputy Attorney General