



Department of Budget and Finance

RELEASE DATE: December 26, 2024

INVITATION FOR BID

IFB NO. 25-003

BIDS FOR

PRINTED MATERIAL

FOR THE

STATE OF HAWAII

DEPARTMENT OF BUDGET AND FINANCE

HAWAII EMPLOYER-UNION HEALTH BENEFITS

TRUST FUND (EUTF)

WILL BE RECEIVED ELECTRONICALLY UP TO 12:00 NOON, HAWAII STANDARD TIME (HST) ON
MONDAY, JANUARY 13, 2025 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 active and retired members that shall include, but not be limited to, open enrollment materials, annual notice to active employees, and HIPAA-related notices.

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.

Open enrollment materials are printed and distributed twice a year to active employees and retirees. Open enrollment materials are distributed around March for active employees and September for 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	December 26, 2024
Bidder’s Written Questions Due	January 6, 2025; 12:00pm, HST
Responses to Bidder’s Written Questions	January 9, 2025
Bids Due via HlePRO	January 13, 2025; 12:00pm, HST
Contract Start Date	March 3, 2025

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

CONTRACT PERIOD

The term of the contract will be for a base period of one (1) year with two (2), one (1)-year option periods.

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 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.
Commercial Crime	\$1,000,000 third party liability coverage

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

Requirements (Active Employees)

4. Active Employee Reference Guides: Print, trim, saddle stitch, bundle, mail – black ink
5. Mailing/delivery of Active Employee Reference Guides
6. EUTF and HSTA VB COBRA Packets which include: COBRA Open Enrollment Memo, Rate Sheets, and Enrollment Form: Print, staple, mail

Other Notices

7. HIPAA Notices
8. Annual Notices

See Attachments for samples of the open enrollment materials for retirees and active employees, annual notices, and HIPAA notices.

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 to the EUTF Office, 201 Merchant Street, Suite 1700 on or before the bid due date stated in Significant Dates. The EUTF office is open Monday through Friday, 7:45am to 4:30pm, except State holidays.***
- 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) ACH Deduction Authorization Agreement; 4) 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. 1a.

- Cost to add on to print additional Reference Guides in increments of 100 (more than 56,500). The total cost will be adjusted as per the prices quoted on this item.

Item No. 1b.

- Reduced cost to print less Reference Guides in increments of 100 (less than 56,500). The total cost will be adjusted as per the prices quoted on this item.

Item No. 1c.

Reduced cost in four (4)-page increments if pages are subtracted (less than 64 pages). The total cost will be adjusted as per the prices quoted on this item.

Item No. 1d.

- Additional cost in four (4)-page increments if pages are added (more than 64 pages). The total cost will be adjusted as per the prices quoted on this item.

Item No. 1e

- Cost to reprint Retiree Reference Guide in increments of 500 (reprint at a later date)

Item No. 2: Large-print Retiree Reference Guide

- Vendor to 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 56,500 (51,400 in the State of Hawaii, 5,000 on the mainland 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.
- 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 2025 and are subject to change:

EUTF to provide vendor Word and PDF file of Reference Guide	End of July	July 31
First proof from print vendor	3 working days after vendor receives file from EUTF	August 5
EUTF to provide vendor second and final Word and PDF file of Reference Guide	3 working days after EUTF receives first proof from print vendor	August 8
Second and final proof from print vendor	3 working days after vendor receives file from EUTF	August 13
EUTF to approve final proof	3 working day after EUTF receives final proof	August 18
EUTF to provide vendor with retiree mailing lists and indicia		August 18
Vendor to mail out Reference Guides to retirees	Mailing shall not commence before September 23 and	Completed by September 30

	shall be completed by September 30	
Vendor to return extra Reference Guides to EUTF	End of September	September 30

ACTIVE EMPLOYEES

Item No. 4.: Active Employee Reference Guides – Black Ink

- Print approximately 14,000 copies
- 8 ½ x 11 or 8 1/8 x 10 3/8
- Total of 94 pages (double-sided)
- The first six (6) pages and the last six (6) pages will 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 to the EUTF Office, 201 Merchant Street, Suite 1700 on or before the bid due date stated in Significant Dates. The EUTF office is open Monday through Friday, 7:45am to 4:30pm, except State holidays.***
- There will be 82 pages of text on 28# newsprint or comparable recycled paper printed in black throughout
- The following pages will be located at the end of the guide and shall be perforated for recipients to tear out: 1) EC-1; 2) EC-1H
- 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. 4a.

- Additional cost to add on to print Reference Guides in increments of 100. The total cost will be adjusted as per the prices quoted on this item

Item No. 4b.

- Reduced cost to print less Reference Guides in increments of 100. The total cost will be adjusted as per the prices quoted on this item.

Item No. 4c.

- Reduced cost in four (4)-page increments if pages are subtracted (less than 94 pages).
The total cost will be adjusted as per the prices quoted on this item.

Item No. 4d.

- Additional cost in four (4)-page increments if pages are added (more than 94 pages).
The total cost will be adjusted as per the prices quoted on this item.

Item No. 4e.

- Cost to reprint Active Employee Reference Guide in increments of 500

Item No. 5.: Delivering/Mailing for Reference Guides

- Reference Guides for Active Employees on the island of Oahu will be delivered by the vendor to approximately 35 locations with various quantities. Address lists and quantities will be furnished to Contractor in Excel format.
- Reference Guides for Neighbor Island locations shall be mailed to various locations. The Reference Guides shall be mailed via the most cost effective and/or expeditious manner. Contractor shall provide evidence of actual postage/shipping cost and vendor will be reimbursed for postage (not subject to general excise tax). Quoted total price will be adjusted accordingly.
- 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.

Item No. 6.: EUTF and HSTA VB COBRA Open Enrollment Memo, Rate Sheets, and Enrollment Form

- Print approximately 1,250 double-sided (10 pages – 5 sheets of paper double sided) copies of COBRA Open Enrollment Memo, Rate Sheets, and Enrollment Form (1000 – EUTF and 250 – HSTA VB)
- 8 ½ x 11
- 20# White Bond
- Black ink front and back of each
- Stapled
- File furnished in Word and PDF format
- Vendor to provide two (2) sets of proofs prior to final printing

Item No. 6a.

- Cost to print one (1) additional page (double-sided) in increments of 1,000

Item No. 6b.

- Cost to print additional COBRA Open Enrollment Memo, Rate Sheets, and Enrollment Forms in increments of 100

Item No. 6c.: Mailing

- Contractor shall assemble and mail the following:

- 1) EUTF COBRA Packet which includes: COBRA Open Enrollment Memo; 2) Rate Sheet; and 3) Enrollment Form; 4) Reference Guide for Active Employees to approximately 700 employees
- 1) HSTA VB COBRA Packet which includes Open Enrollment Memo; 2) Rate Sheet 3) Enrollment Forms; 4) Reference Guide for Active Employees to approximately 300 employees
- Address list to be furnished in Excel format. Address and EUTF indicia to be printed on envelope provided by vendor. COBRA packets will be mailed via the most cost effective and/or expeditious manner using the EUTF indicia.
- Remaining COBRA materials to be delivered to the EUTF office at 201 Merchant Street, Suite 1700, Monday through Friday, 7:45am to 4:30pm, except State holidays.

TIMELINE

Open enrollment for Active employees is usually during the month of May. The following schedule represents a projected timeline of due dates for the printing and distribution of the open enrollment materials for Active employees in 2025 and are subject to change:

EUTF to provide Contractor Word and PDF file of Reference Guide and COBRA materials	Beginning of March	March 3
EUTF to provide Contractor with employer mailing lists		March 3
Contractor provides EUTF with cost estimate	2 working days after vendor receives file from EUTF	March 5
First proof from Contractor	3 working days after Contractor receives file from EUTF	March 10
EUTF to provide Contractor second and final Word and PDF file of Reference Guide and COBRA materials	4 working days after EUTF receives first proof from Contractor	March 14
Second and final proof from Contractor	3 working days after Contractor receives file from EUTF	March 19
EUTF to approve final proof	1 working day after EUTF receives final proof	March 20
EUTF to provide Contractor COBRA mailing lists	Beginning of April	April 1
Contractor to mail/deliver Reference Guides and COBRA packets	Mailing shall not commence before April 4 and shall be completed by April 11	Completed by April 11

Contractor to return extra Open Enrollment Materials		April 14
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The above dates are estimates and may be subject to change. Reference Guides for Active Employees must be received by employers by April 17, 2025.

OTHER NOTICES

Item No. 7: HIPAA Notices

- Print 10,000 copies
- Entire documents will be eight (8) sheets of paper
- 8 ½ x 11
- 20# white bond
- Black ink
- Double-sided
- Stapled at top left corner
- File furnished in PDF format
- Vendor to provide proof prior to printing
- Vendor to deliver to 201 Merchant Street, Suite 1700, Monday through Friday, 7:45am to 4:30pm, except State holidays

Item No. 8: Annual Notices

- Print approximately 67,000 copies
- 8 ½ x 11
- Total of 5 sheets
- Black ink printed on front and back of each sheet
- Stapled
- Vendor to provide proof prior to printing

Item No. 8a: Mailing

- Vendor to assemble and mail the Annual Notices
- Address list to be furnished in Excel format. Address and EUTF indicia to be printed on envelope provided by the vendor. Notices shall be mailed via the most cost effective and/or expeditious manner using the EUTF indicia.
- Vendor to provide postage statement as proof of mailing

TIMELINE

Annual Notices are usually mailed out to active members at the end of April and prior to the start of the active employees open enrollment period in May. All active employees must receive the Annual Notices. The following schedule represents a projected timeline of due dates for the printing and mailing of the Annual Notices and are subject to change:

EUTF to provide Contractor with Word and PDF versions of Annual Notice packet	Beginning of March	March 6
EUTF to provide Contractor with employee mailing lists	Beginning of March	March 6
Contractor provides EUTF with cost estimate	4 working days after Contractor receives annual notice packet and mailing list from EUTF	March 12
First proof from Contractor	5 working days after Contractor receives annual notice packet from EUTF	March 13
EUTF to provide Contractor second and final Word and PDF file of Annual Notices packet (if necessary)	2 working days after EUTF receives first proof from Contractor	March 17
Second and final proof from Contractor (if necessary)	4 working days after Contractor receives final annual notices packet from EUTF	March 21
EUTF to approve final proof	1 working day after EUTF receives final proof from Contractor	March 24
Contractor to mail Annual Notices packet to active employees	End of April	Completed by April 21
Contractor to provide EUTF with postage statement	End of April	Completed by April 21

**FEE PROPOSAL FORM
RETIREES**

		Base Period 3/5/2025- 12/31/25	Option Period 1 1/1/26-12/31/26	Option Period 2 1/1/27-12/31/27
1.	Reference Guide for Retirees in black ink only			
1a.	Additional cost to add on to print in 100 increment			
1b.	Reduced cost in 100 increment			
1c.	Reduced cost in 4-page increment			
1d.	Additional Cost in 4-page increment			
1e.	Additional Cost to reprint in 500 increment			
2.	Large font guides			
3.	Mailing of Reference Guides			
	TOTAL (1, 2, and 3 only)			

Please note paper stock substitutions in the table below. Use of paper stock substitutions are subject to prior approval by the EUTF. Attach additional sheets if necessary.

Paper stock substitution	Cost	Notes (if applicable)

**FEE PROPOSAL FORM
ACTIVE EMPLOYEES**

		Base Period 3/5/2025-12/31/2025	Option Period 1 1/1/26-12/31/26	Option Period 2 1/1/27-12/31/27
4.	Reference Guide for Active Employees in black ink only			
4a.	Additional cost to add on to print in 100 increment			
4b.	Reduced cost in 100 increment			
4c.	Reduced cost in 4-page increment			
4d.	Additional Cost in 4-page increment			
4e.	Additional Cost to reprint in 500 increment			
5.	Mailing/Delivering of Reference Guides			
6.	COBRA packet			
6a.	Cost to print 1 additional page in increments of 1,000			
6b.	Cost to print additional packet in increments of 100			
6c.	Mailing of COBRA packet			
	*TOTAL (4, 5, 6, 6c only)			

Please note paper stock substitutions in the table below. Use of paper stock substitutions are subject to prior approval by the EUTF. Attach additional sheets if necessary.

Paper stock substitution	Cost	Notes (if applicable)

**FEE PROPOSAL FORM
OTHER NOTICES**

		Base Period 3/5/25-12/31/25	Option Period 1 1/1/26-12/31/26	Option Period 2 1/1/27-12/31/27
7.	HIPAA Notices			
	TOTAL (7 only)			

		Base Period 3/5/2025- 12/31/25	Option Period 1 1/1/26-12/31/26	Option Period 2 1/1/27-12/31/27
8.	Annual Notices			
8a.	Mailing of Annual Notices packet			
	TOTAL (8 and 8a only)			

**FEE PROPOSAL FORM
GRAND TOTALS**

		Base Period 3/5/2025-12/31/25	Option Period 1 1/1/26-12/31/26	Option Period 2 1/1/27-12/31/27
1.	Retirees Total			
2.	Active Employees Total			
3.	HIPAA Notices			
4.	Annual Notices			
	*TOTAL			

***Grand total costs shall include all applicable fees, expenses, and taxes.**

ATTACHMENTS

Sample Reference Guide for Retirees

Sample Reference Guide for Actives

Sample COBRA Packet for Actives

Sample HIPAA Notice

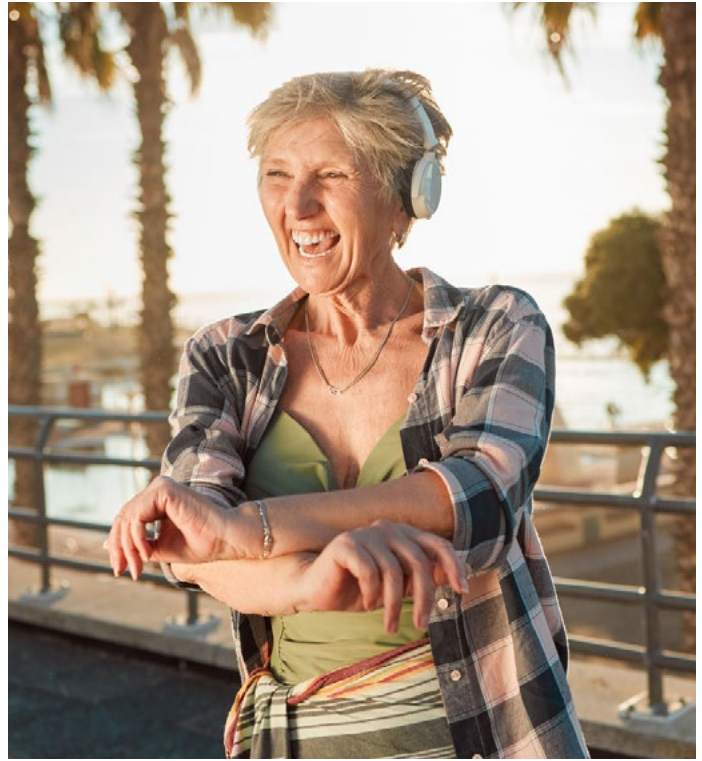
Sample Annual Notices Packet for Actives

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	

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 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	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
Hawaii Medical Service Association (HMSA)	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
Humana	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>
Kaiser Permanente	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 kp.org/fitrewards (for non-Medicare retirees) 1-877-771-2746 silverandfit.com (for Medicare retirees) 1-877-427-4788
American Specialty Health (ASH)	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
CVS Caremark (CVS) Non-Medicare Retirees SilverScript (SSI) Medicare Retirees	CVS Caremark (CVS): Non-Medicare Retirees caremark.com 1-855-801-8263 TTY: 711 24 hours a day, 7 days a week SilverScript (SSI): Medicare Retirees eutf.silverscript.com hstavb.silverscript.com 1-877-878-5715

<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: _____



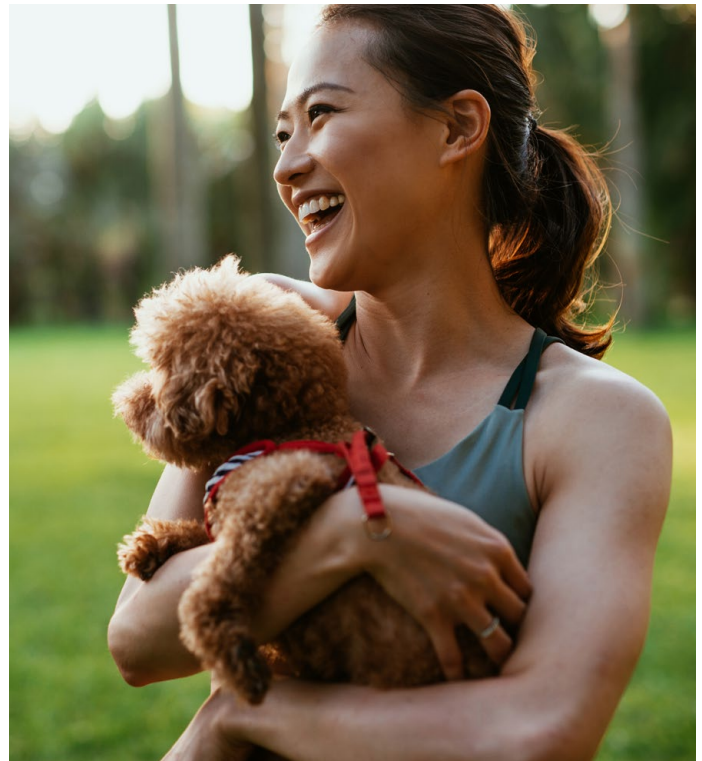


State of Hawaii

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



Hawaii Employer-Union Health Benefits Trust Fund (EUTF)



Effective July 1, 2024 – June 30, 2025



EMPLOYEE HEALTH BENEFITS REFERENCE GUIDE

(EUTF and HSTA VB)



The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial statements. This includes not only sales and purchases but also expenses, income, and transfers between accounts.

The second part of the document provides a detailed breakdown of the accounting cycle. It outlines the ten steps involved in the process, from identifying the accounting entity to preparing financial statements. Each step is explained in detail, with examples provided to illustrate the concepts.

The third part of the document discusses the various types of accounts used in accounting. It distinguishes between assets, liabilities, equity, revenue, and expense accounts, and explains how they are classified and balanced. It also covers the concept of debits and credits, which are essential for recording transactions.

The fourth part of the document focuses on the journalizing process. It explains how to analyze a transaction, determine the accounts affected, and record the entry in the journal. It provides a step-by-step guide to writing journal entries, including the use of T-accounts to visualize the debits and credits.

The fifth part of the document discusses the posting process. It explains how to transfer the debit and credit amounts from the journal to the ledger accounts. It also covers the process of balancing the ledger accounts and preparing a trial balance to ensure that the debits equal the credits.

The sixth part of the document discusses the preparation of financial statements. It explains how to use the ledger accounts to prepare the income statement, balance sheet, and statement of owner's equity. It also covers the process of closing the books at the end of the accounting period.

The seventh part of the document discusses the importance of internal controls. It explains how to design and implement controls to prevent errors and fraud. It covers topics such as segregation of duties, authorization, and documentation.

The eighth part of the document discusses the use of accounting software. It explains how to set up and use accounting software to automate the accounting process. It covers topics such as data entry, report generation, and backup procedures.

The ninth part of the document discusses the importance of ethics in accounting. It explains how to identify and avoid ethical dilemmas. It covers topics such as confidentiality, objectivity, and integrity.

The tenth part of the document discusses the future of accounting. It explains how technology is changing the accounting profession. It covers topics such as automation, data analytics, and the role of accountants in the future.

April 2024

Aloha State and County Employees:

We are pleased to present the *EUTF Employee Health Benefits Reference Guide*. This guide provides you with important information on EUTF health benefit plans available to most active employees for plan year July 1, 2024, through June 30, 2025.

The open enrollment (OE) election period is April 1-30, 2024. The OE election period is an opportunity to make changes to your enrollment in EUTF health benefit plans. You can also make changes to your enrollment if you have a qualifying event during the plan year. Please note that any changes you make during the April OE election period will take effect July 1, 2024. If you don't make any changes during OE, your current plan enrollment will continue into the new plan year.

Health plan premium rate information can be found beginning on page 18.

We are pleased to introduce the EUTF Member self-service portal. You can access this new benefits portal at eutfbenefits.hawaii.gov. The EUTF Member self-service portal is your information hub for all things benefits-related, including enrollment materials, plan descriptions and comparisons, and more. See pages 4-7 for details.

Our goal is to provide you with high-quality, affordable health benefit plan options that help maintain and improve health. The information contained here is intended to help you make good use of your benefits and make choices that best address your needs.

This guide and other useful information are posted on the EUTF Member self-service portal at eutfbenefits.hawaii.gov and the EUTF website at eutf.hawaii.gov. For specific information on health plan benefits, please contact the health plan carriers directly. Carrier contact information can be found in the back of this guide. You may also call the EUTF and speak with one of 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

Introducing the EUTF Member Self-Service Portal



Access the new portal at outfbenefits.hawaii.gov

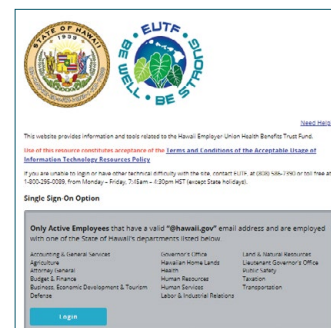
The EUTF Member self-service portal is your one-stop resource for all benefits-related information. Go to outfbenefits.hawaii.gov, where you can:

- Find benefit plan descriptions
- Review enrollment materials
- Update your dependent(s)
- Compare plan features and costs
- Enroll in or change your benefits

Register for the First Time

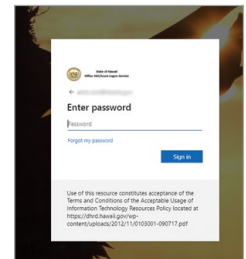
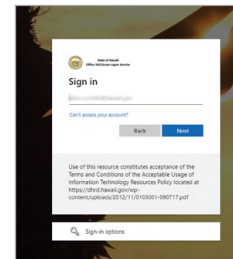
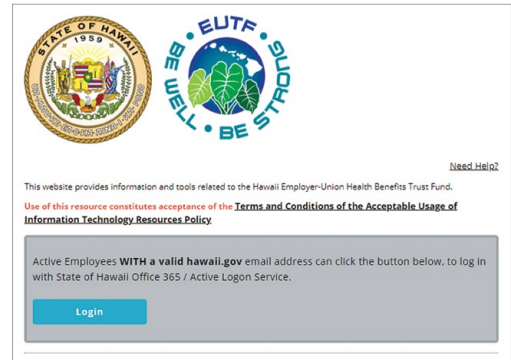
You only have to perform the registration process once. When you register, you'll be provided your login credentials that you'll need to access the portal in the future. Login credentials are your EUTF Health Benefits (HB) Number and Password. Active employees with a State of Hawaii Office 365 account can log in using Single-Sign-On (see page 6 for details).

1. To start, click the **Register** link in the bottom right of the **EUTF Welcome** screen.
2. Answer the questions to continue: last four digits of your **Social Security number**, **date of birth**, and **mailing zip code**.
3. Click the **I'm not a robot** checkbox and, if required, complete the **picture recognition challenge**.
4. Click **Continue**.
5. Enter and confirm a **password** then click **Continue**.
6. If all steps are completed without error, your successful registration is confirmed.
7. Click **Show HB Number**. The **HB Number** will serve as your login name credential.
8. Click **Continue**.
9. Set up a Two-Step Verification for secure logins. Enter a personal email address in the empty field and click **Verify**.
10. An email will be sent to your personal email mailbox with a code. After code is entered, click **Verify**.
11. Once the Two-Step Verification Set Up is successful, you will see the green Verified button next your personal email. Next, click **Save**.
12. The Two-Step Verification Set Up is now in use. Click **Continue**.
13. Answer challenge questions then click **Continue**.
14. When you see a confirmation of the challenge questions, click **Continue**.
15. Disclaimer will appear for you to read. Click **I Accept** then **Continue**.
16. Disclaimer acceptance will appear. When you click **Continue**, you'll be taken to the Member Benefits Home Screen.



Single-Sign-On (SSO) capabilities for Active Employees with a State of Hawaii Microsoft Office 365 account

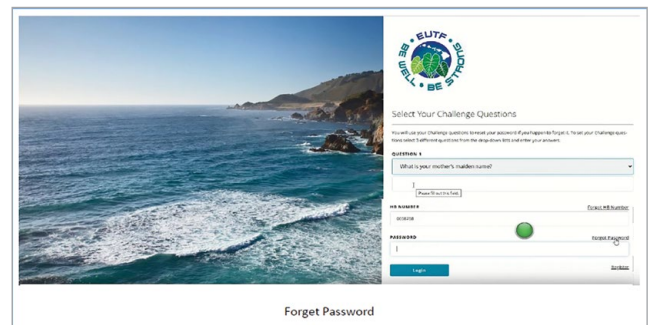
1. Click on the Single Sign On blue **Login** button in the gray box for State of Hawaii Active Employees.
2. Enter your State of Hawaii Employee **Email Address and Password (same as HiPay)**. (If you are already logged in to your State of Hawaii Office 365 account then you may not be asked to re-enter your Email Address and Password.)
3. If your criteria is accepted, your registration is confirmed.
4. Disclaimer will appear. Click **I Accept** then **Continue**.
5. Disclaimer acceptance will appear. When you click **Continue**, you'll be taken to the **Member Benefits Home Screen**.



What Happens If You Forget Your Password

1. Click **Forgot Password** under the login window.
2. Answer three security challenge questions you selected during registration, or enter your email address and a link will be sent to change your password.
3. Reset your password.

Active Employees with the State of Hawaii must contact their IT department's Office 365 administrator if they forget their SSO password.



Questions or Need Help?

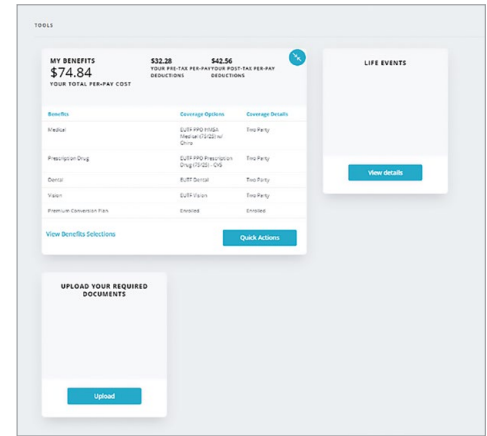
Contact the EUTF at **1-808-586-7390**, or toll-free at **1-800-295-0089**, or visit the EUTF website at eutf.hawaii.gov.

Find Information about Your Current Benefits on the Member Benefits Home Screen

The **Home Screen** displays a collection called **Tools**, where you can access your current benefits. You can also view, print, and make changes during Open Enrollment or if you have a qualifying life event. This screenshot shows the following tools:

My Benefits, Life Events, and Upload Your Required Documents.

1. Click the **double-arrow icon** on the top right of **My Benefits**. This will expand the **My Benefits Tool**.
2. You'll see your **Total Benefits Cost, Pre-Tax Deductions, and Post-Tax Deductions** per pay period.
3. Below the **Tools** section, you'll see a section called **Plan Details and Information**. This is where you can find benefits information, required plan notices, and other resources.



Set Your Communication Preference

1. Click **My Account** in the black bar at the top of the homepage.
2. Click **My Communication Preferences**.
3. Scroll down to view your **Communication Delivery** preference. All members are defaulted to Mail delivery. Select **Email** if you prefer to receive an email notification when a new notice is available to view in your account. Click **Save Changes** after making your selection.
4. Scroll down to view your **Email Collection**. Enter your personal email only. Set your preferred email option to **Personal**. Click **Save Changes** after entering your email.

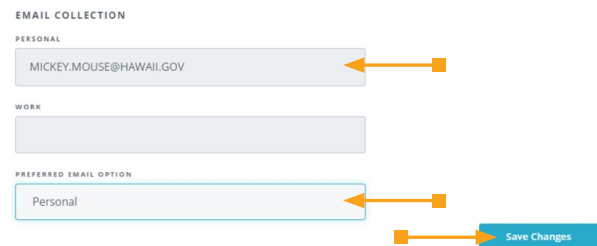
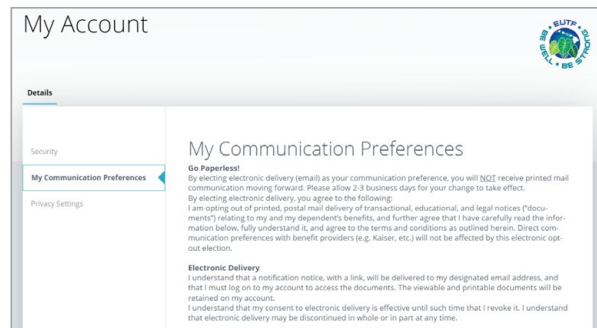
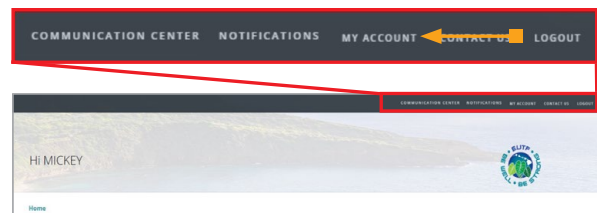


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Attention: Medicare-Eligible Members

If you (and/or your dependents) have Medicare or will become eligible for Medicare in the next 12 months, a federal law gives you additional choices for prescription drug coverage through Medicare Part D. However, the EUTF active employee prescription drug plans offer benefits that are as good, or better, than the standard Medicare Part D plan coverage; therefore, you do not have to enroll in a Medicare Part D plan until you retire. For more information, a Notice of Creditable Coverage appears on page 68. The Notice of Creditable Coverage is also available on the EUTF Member self-service portal at eutfbenefits.hawaii.gov and the EUTF website at eutf.hawaii.gov.

Introduction

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

The EUTF is a State agency administratively attached to the State 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 guide, please contact the EUTF Member Services Branch at **1-808-586-7390** or toll-free at **1-800-295-0089**, for clarification.

Disclaimer

This 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 Member self-service portal at eutfbenefits.hawaii.gov and 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.

Individuals With Special Needs

This 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.

EUTF's Mission

We care for the health and well-being of our beneficiaries by striving to provide quality benefit plans that are affordable, reliable, and meet their changing needs. We provide informed service that is excellent, courteous, and compassionate.

Wellness Programs

The EUTF cares for the health and well-being of our beneficiaries and strives to provide quality health benefits for you and your family. A vital part of EUTF health benefits is our wellness programs. In most cases, these programs are offered to members at no cost and provide tools to help members get healthy and stay healthy. By taking advantage of these benefits, members can experience improvement in wellness and in their overall quality of life. Please review the wellness programs in this section, and contact your insurance carrier for information on how you can participate. Members can also find additional EUTF Health and Wellness resources at eutf.hawaii.gov/health-and-wellness, or by sending an email to outfwellness@hawaii.gov.

HMSA Members

What You Can Do to Stay Healthy

Staying healthy is the best way to keep your health care costs down. Ask your doctor about preventive care and screenings to take care of minor health problems before they get serious. Make an appointment for your Annual Preventive Health Evaluation at no cost, so your doctor can assess your overall health. For more information, visit hmsa.com/eutf and click **Member Resources**.

If you haven't seen your doctor in the past year, we encourage you to make an appointment for an annual visit. If you don't have a doctor, use the Find a Doctor tool at hmsa.com/search/providers. If you need help finding a doctor, call **1-808-948-6499** on Oahu or toll-free at **1-800-776-4672**, Monday through Friday, 7 a.m. to 7 p.m., and Saturday, 9 a.m. to 1 p.m.

Online Care

With HMSA's Online Care[®], you can see a doctor or a behavioral health care provider on your smartphone or tablet without an appointment 24 hours a day, seven days a week. Online Care providers can diagnose conditions and prescribe medication as needed. There's no copayment for Online Care visits. Download Online Care from the App Store or Google Play and register or visit hmsa.com/onlinecare.

Health and Well-Being Support

We offer health and well-being support and resources at no cost to help you manage or prevent asthma, chronic obstructive pulmonary disease, coronary artery disease, heart failure, diabetes, chronic kidney disease, and/or behavioral health conditions. This program helps you and your doctor manage your care and make informed choices. For more information, call **1-855-329-5461** toll-free, Monday through Friday, 8 a.m. to 5 p.m., or visit hmsa.com/well-being/health-well-being-support.

Virta

If you or a family member has type 2 diabetes, the HMSA EUTF plan has a pilot program that can help. Virta helps patients reduce their need for diabetes medications, lower their blood sugar, and lose weight. You'll have access to your own health coach and physician-led team, all from a computer or smartphone. Virta is available at no cost for eligible HMSA EUTF members in Hawaii. You don't need a referral to receive care, go to virtahealth.com/join/eutf to join.

Diabetes Prevention Program (DPP)

HMSA Diabetes Prevention Program helps eligible members who are at risk for prediabetes prevent the onset of type 2 diabetes through lifestyle and diet changes, exercise, and group support. This program includes lessons, handouts, and resources from the Centers for Disease Control and Prevention to help you live a healthier lifestyle. To learn more, call **1-808-948-6499** or **1-800-776-4672**, Monday through Friday, 8 a.m. to 5 p.m. or visit hmsa.com/well-being/diabetes-prevention.

Health Coaching

Health coaching is available to you at no additional cost to help you reduce stress, manage your weight, develop a healthy eating plan, or manage chronic conditions. To talk with a health coach, call **1-855-329-5461**, Monday through Friday, 8 a.m. to 5 p.m.

Tobacco Cessation Support

This program is available to members who need help quitting tobacco use through online support, phone consultations, or both. Members can call the Hawai'i Tobacco Quitline toll-free at **1-800-QUIT-NOW (784-8669)**.

Ornish Lifestyle Medicine™ (Dr. Ornish's Program for Reversing Heart Disease®)

If you have heart disease or an eligible cardiac condition or event, you may be eligible for the Ornish Lifestyle Medicine™ program. This program can help you improve your eating habits, manage stress, provide group support, and increase physical activity to lower your amount of medications and repeat procedures.

The program consists of 18 four-hour sessions over nine weeks. The plan's standard in-network coinsurance will apply (e.g., 10% of eligible charge under the 90/10 plan). Be advised that eligibility criteria aligns with that of the Centers for Medicare and Medicaid Services (CMS).

The program is available at four locations. To find the location nearest you, go to hmsa.com/well-being/ornish. To find out if you're eligible for this program, talk to your doctor or contact an Ornish program site:

- Hawaii Pacific Health, 1100 Ward Ave., Suite 715, Honolulu, HI 96814 or **1-808-522-4114**
- Island Heart Care, 75-1027 Henry St, Suite 110, Kailua-Kona, HI 96740 or **1-808-769-5225**
- Hilo Medical Center, 1190 Waiuanue Ave., Hilo, HI 96720 or **1-808-932-3455**
- Hui No ke Ola Pono Walter Cameron Center, 95 Mahalani St., Room 21, Wailuku, HI 96793 or **1-808-244-4647**

Mental Health Resources

Manage stress with access to behavioral health providers and services, programs to support mental health, and information on how to reduce anxiety. Visit hmsa.com/EUTFMentalHealth for more information.

Pregnancy Support

The HMSA Pregnancy and Postpartum Support Program pairs pregnant women with their own maternity nurse for personalized education and counseling over the phone. Nurse support provides additional services that complement the prenatal care members receive from their doctors. To get an enrollment form, call **1-808-948-6499** on Oahu or **1-800-776-4672** toll-free on the Neighbor Islands, or visit hmsa.com/help-center/pregnancy-support.

Plan for the Future

Advance Care Planning (ACP) helps patients plan for their medical treatment and care now instead of later when they're no longer able to make decisions. Approved ACP office visits are available at no cost when you see a participating provider. For more information, visit hmsa.com/Media/Default/documents/eutf/EUTF_advance-care-planning.pdf.

My Account

Go to hmsa.com/eutf and click **Member Login** for personalized information about your HMSA health plan. With My Account, you can:

- See a list of health care services you've received and your claims history.

-
- Access your well-being tools, such as ChooseHealthy® and Active&Fit Direct™.
 - Access up-to-date information on your annual deductible and maximum out-of-pocket.
 - Get a copy of your HMSA membership card, view your *Guide to Benefits*, and more.

HMSA365 Discounts*

Save money on a variety of health and fitness products and services, including:

- Discounted fitness classes and equipment along with access to more than 11,000 fitness centers nationwide with the Active&Fit Direct™ program.
- Discounts on vision, hearing products and services, transportation, and more.
- Up to 25% off specialty services such as acupuncture, chiropractic care, therapeutic massage, and more from a nationwide network of health care providers with the ChooseHealthy® program.
- Up to 57% off fitness and wellness products such as activity trackers, equipment, and more with the ChooseHealthy program. Get access to online health and wellness classes at no additional cost.

Learn more at hmsa.com/hmsa365.

HMSA's *Island Scene*

HMSA's *Island Scene* magazine offers health, fitness, and lifestyle tips with recipes, personal stories, community events, and health education workshops. You can also read the magazine and get new stories and videos at islandscene.com.

Kaiser Permanente Members

Preventive Services

Prevention makes good health possible!

Many preventive screening tests are covered at no additional cost to you when you use participating providers. Depending on your risk factors, such as age, gender, and family history, some screenings may not be necessary or may be required more frequently. Screenings may include: age-appropriate preventive medical examinations, preventive annual physical exam, blood pressure screening, colorectal cancer screening, cervical cancer screening, breast cancer screening, lipid evaluation, and much more. If you have questions about recommended screenings or what you are due for, please talk to your health care provider today.

Manage Your Care Online

Online tools to help you thrive.

kp.org is your online gateway to great health. When you register using your personal email address, you can securely access many time-saving tools for managing the care you get at our facilities. Visit kp.org anytime, from anywhere, to schedule and cancel routine appointments, view most lab results, refill most prescriptions, email your Kaiser Permanente doctor's office with nonurgent questions, print vaccination records, manage a family member's health, and so much more.

Online Wellness Programs

Jump start your health online.

The program gives you and your covered spouse/domestic partner enrolled in EUTF a chance to earn up to \$100 each in gift card(s) annually for taking steps to improve health. Earn \$25 each for completing a total health assessment to get an overall snapshot of your health, plus a recommended plan based on your answers. You can also each earn an additional \$25 per online healthy lifestyle

* Amwell® is an independent company providing hosting and software services for HMSA's Online Care platform on behalf of HMSA. Active&Fit Direct and ChooseHealthy are trademarks of ASH. The ChooseHealthy program is provided by ChooseHealthy, Inc. The Active&Fit Direct program is provided by American Specialty Health Fitness Inc. (ASH Fitness). ChooseHealthy, Inc. and ASH Fitness are subsidiaries of American Specialty Health, Inc. (ASH).

The ChooseHealthy program is a discount program; it is not insurance. You can access services from any ChooseHealthy participating provider; referral from a primary care physician is not required. You're responsible for paying the discounted fee directly to the contracted provider.

program, up to three programs per year. Choose from a variety of programs to help in reducing stress, quitting smoking, losing weight, and more. You can participate in a program when it's convenient for you at your own pace. Current rewards run from July 1, 2024, until June 30, 2025.* Visit kp.org/eutf, and click on **Reap the rewards**.

Kaiser Permanente Fit Rewards

Earn a free gym membership!

With Fit Rewards, EUTF Kaiser Permanente members 16 years and older can pay the \$200 annual membership fee to join or renew membership at fitness centers in the Standard or Premium Fitness Networks.* Or, download the ASHConnect™ mobile app for use at any qualifying non-participating fitness center. Just hit your gym 45 days for at least 30 minutes a visit by the end of the calendar year, and you can earn a reward of up to \$200.**

If you prefer working out at home, pay just \$10 per calendar year, and choose a home fitness kit, including the ability to choose a wearable fitness tracker at no additional cost. We're also offering new virtual offerings to help you move more and be healthier at home. Current Fit Rewards run from January 1 to December 31, 2024.*** Visit kp.org/fitrewards.

Wellness Coaching

Get a personal coach in your corner.

If you need a little extra support, we offer wellness coaching by phone at no cost. You'll work one-on-one with your personal wellness coach to make a plan to help you reach your goals. Take an active role in your health with our local health coaches. To schedule a convenient telephone session with your personal coach, call **1-808-432-2260** or **711** (TTY), Monday to Friday, 8 a.m. to 5 p.m.

Tobacco Cessation

Break the habit for good.

The tobacco cessation program is provided free of charge to members. Counselors are available by phone to provide support and guidance. You are also eligible to receive free tobacco cessation medications at no charge with a doctor's prescription. To talk to a counselor, call **1-808-643-4622** or **711** (TTY), Monday to Friday, 8:30 a.m. to 2:30 p.m.

Health Classes

Take charge of your health and inspire others.

With all kinds of health classes and support groups offered right at our facilities, there's something for everyone. Classes vary at each location, and some may require a small fee. View our healthy living class catalogs at kpinhawaii.org/our-services to find a class near you.

* You are responsible for any taxes that may be due on the amounts received. Please talk to your personal tax advisor for specific tax information about this reward. Participation in the program MAY be shared with employers for tax purposes. The online wellness rewards program runs from July 1, 2024, to June 30, 2025, and is open to all EUTF subscribers and their enrolled spouses, 18 years old and older, excluding retirees and those enrolled in the HSTA VB Plan. You can take the total health assessment as often as you like and use as many healthy lifestyle programs as you like, but you can only earn up to \$100 per contract period. You must complete the activities before June 30, 2025. Rewards will be issued four to six weeks after you complete your activity.

** The Premium Network adds new fitness center and studio choices at different price points.

*** Please consult with your own tax advisor about the taxability of the reimbursement. Participation in the program MAY be shared with employers for tax purposes. Kaiser Permanente Fit Rewards is available to all Kaiser Permanente Hawaii members, 16 years and older, excluding Medicare and Medicaid (QUEST Integration) members. Gym availability varies by island. Meet the 45-day, 30-minute-a-session activity requirement between January 1 and December 31, 2024, to qualify for reimbursement. Reimbursement is limited to your Active&Fit annual program fee each calendar year. Taxes and additional fees you pay your gym for classes, services, or amenities are not included in the Active&Fit program and are not eligible for reimbursement. Except for earning your annual program fee back by exercising 45 days a year, for at least 30 minutes a session, your Active&Fit annual program fee is not reimbursable and will not be prorated. The Active&Fit Home Fitness Program annual fee is nonrefundable and not eligible for reimbursement. Kaiser Permanente Fit Rewards is a value-added service and not part of your medical benefits. Your annual fee does not count toward your annual maximum out-of-pocket. Please see your Evidence of Coverage or kp.org/fitrewards for details, including conditions, limitations, and exclusions.

Member Discounts

Get reduced member rates on a variety of health-related products and services through ChooseHealthy. These include:

- Discounts at a contracted acupuncturist, chiropractic, and massage therapist
- Reduced rates on vitamins and supplements

You also have online exercise, nutrition, and healthy living resources to help assess and improve your health.

Visit kp.org/choosehealthy, or call 1-877-335-2746 weekdays, 3 a.m. to 4 p.m. HST.

CVS Caremark Members

Diabetes Products

Regular blood glucose testing is essential for people with diabetes. One of the best ways to manage diabetes is to check blood sugar every day with a blood glucose meter. The Diabetic Meter Program provides eligible members with a no-cost Accu-Chek or OneTouch blood glucose meter. To find out if you qualify for this benefit, call the CVS Caremark Member Services Diabetic Meter Team toll-free at 1-800-588-4456, or request one at caremark.com/managingdiabetes. Continuous glucose monitoring systems (CGMS) are also available under the medical plans. For complete information, see your plan's Guide to Benefits, which can be found on hmsa.com/eutf.

Tobacco Cessation Products

Tobacco cessation products are provided as a plan benefit to support our members who are quitting smoking. CVS Caremark offers certain products at no or low cost to members, such as nicotine patches and other prescription medications. To learn more about this program and covered medications, call the CVS Caremark customer service center toll-free at 1-855-801-8263.



Money Saving Tips

Properly using your EUTF health insurance coverage can save you and your family hundreds or even thousands of dollars. Making simple, cost-effective decisions and being aware of how to effectively use your benefits will also keep you healthy while saving you money. Start using the following tips today!

Choosing the Best Plan for Your Needs

Not all plans are created equal. Just because a plan has the highest monthly premium, does not mean it will be the most cost efficient. Be sure to factor in your cost share (deductibles, copayments, and coinsurance), monthly premiums, calendar-year maximum out-of-pocket, and your expected usage for the year before making any plan decisions. Every year open enrollment offers an opportunity to choose a plan that best suits your needs, which may change from year to year.

Pick the Right Facility

The ER should be reserved for serious emergency situations. If you have a nonemergency illness or injury, go to your regular doctor or an urgent care facility. Cost savings can be significant. For example, the total cost of a typical office visit is around \$100, while an ER visit could cost \$1,000 or more. Other options for care include Kaiser Permanente or HMSA's online or telephonic care and walk-in clinics such as urgent care or the CVS MinuteClinic.

HMSA members: Consider going to a Blue Distinction Center+ for surgery and/or specialty care. These are hospitals nationally recognized by Blue Cross Blue Shield for their expertise and efficiency in delivering specialty care. For more information, visit bcbs.com/about-us/capabilities-initiatives/blue-distinction/blue-distinction-specialty-care.

Kaiser Permanente members: For urgent care needs that aren't life threatening, visit kp.org/getcare for options to seek care. Available options include 24/7 nurse advice, 24/7 phone or video visits with a clinician, e-visits, and in-person urgent care appointments.

Participating Providers

Going to a non-participating doctor can be, in some cases, more than twice as expensive as going to a participating provider. Seeing doctors in your network is an easy way to keep your costs low.

Preventive Care

Preventing disease and detecting health issues at an early stage is key to living a healthy life. Getting regular preventive care may help you ward off serious health issues. It's much easier, and far less costly, to prevent an illness than it is to try to cure one. By following the guidelines for preventive care—and your doctor's advice—you're on your way to staying healthy. Most preventive services are completely free of charge for you and your dependents when you use participating providers (in-network providers). Examples include immunizations, annual exams, mammograms, and well-child care visits.

Prescription Drug Benefits

There are a number of ways to save money on your prescription drug costs. One of the most cost-effective ways is to ask your prescribing doctor if you can take a generic drug. Taking a brand-name drug over a generic can end up costing you three or four times more. For example, if you are on Zetia or Vytorin to lower cholesterol, ask your prescribing doctor if you can switch to ezetimibe/simvastatin or another generic. Doing so could save you at least \$200 annually per prescription. Additionally, these changes could potentially save the EUTF hundreds of thousands of dollars annually, which helps to lower plan premiums.

Another great way to save money is by switching to mail order. In addition to saving money, mail

order offers the added convenience of receiving your prescriptions at your doorstep, saving you time and money by not having to make regular trips to the pharmacy.

HMSA/CVS members: Call CVS Customer Care toll-free at **1-855-801-8263**, visit [caremark.com](https://www.caremark.com), or download CVS Caremark's mobile app at the [App Store](#) or [Google Play](#). While online, or utilizing the app, you can download a digital prescription ID card and can also easily check the costs of your medications by using the "Check Your Drug Cost" tool by comparing your current prescription to other lower cost alternatives. Share this information with your physician to see if any of the lower cost alternatives are appropriate for you.

You can also save on certain non-covered drugs (e.g., over-the-counter medications) through the CVS RxSavingsPlus program, which is available to all employees regardless of whether you are enrolled in the CVS Caremark prescription drug plan (CVS plan). If enrolled in the CVS plan, discounts will automatically apply when your prescription is filled. If not enrolled in the CVS plan, you may register at rxsavingsplus.com/eutf.

Kaiser Permanente members: If you have not done so already, you'll need to register for a secure kp.org account in order to refill prescriptions online. You may also set up mail-order services when you visit Kaiser Permanente, or call the number on your prescription label.

What's New?

Effective July 1, 2024 (unless otherwise specified)

HMSA

1. Increased benefit maximum for orthodontic services for the treatment of orofacial anomalies from \$5,500 to \$6,900 under the EUTF and HSTA VB active plans.
2. Excluded out-of-network coverage of transplant evaluations and other organ transplants under the EUTF 80/20 active plan.
3. Changed coverage for Applied Behavior Analysis (ABA) services to 100% coverage under the EUTF HMO active plan.

CVS Caremark

4. Added a prior authorization requirement for anti-diabetic GLP-1 (e.g., Ozempic, Rybelsus, Trulicity, Victoza) and GIP/GLP-1 agonist agents (e.g., Mounjaro) effective July 1, 2023, to ensure appropriate prescribing for diabetes under the EUTF active plans.
5. Added quantity limits for anti-platelet products effective October 1, 2023, to the EUTF active plans. Existing members using anti-platelet products over the quantity limit will be grandfathered and will not be subject to these quantity limits.

Kaiser Permanente

6. Increased benefit maximum for orthodontic services for the treatment of orofacial anomalies from \$5,500 to \$6,898 under the EUTF and HSTA VB active plans.
7. Changed coverage for hearing aids to 80% coverage (one per hearing impaired ear every 36 months) based on the cost of the lowest priced model under the EUTF and HSTA VB active plans.

Premium Rate Changes

For information about the 2024-25 monthly premium rates that take effect July 1, 2024, see the 2024 Health Plan Premiums section, starting on page 18.

Your EUTF Benefits Coverage

Along with comprehensive medical and prescription drug coverage, EUTF offers dental, vision, and chiropractic benefits, and a 100% employer-paid life insurance policy for EUTF and HSTA VB active employees. For a snapshot of all your plan options:

- **EUTF employees:** See page 25.
- **HSTA VB employees:** See page 34.

2024 Health Plan Premiums

Effective July 1, 2024

ALL BUs AND EMPLOYEES EXCLUDED FROM ALL BARGAINING UNITS: ALL EMPLOYERS

BU 05: HAWAII PUBLIC CHARTER SCHOOLS, STATE OF HAWAII HSTA VEBA EMPLOYEES WHO OPTED TO TRANSFER TO EUTF PLANS OR BU 05 EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2011

BENEFIT PLAN	Type of Enrollment	Semi-monthly Employee Contribution	Monthly Employee Contribution	Monthly Employer Contribution	Percent Employer	Total
Medical Plans						
PPO – 90/10 Plan – HMSA Medical and Chiropractic, CVS Caremark Prescription Drug	Self	\$277.99	\$555.98	\$504.96	47.6%	\$1,060.94
	Two-Party	\$675.32	\$1,350.64	\$1,226.52	47.6%	\$2,577.16
	Family	\$861.13	\$1,722.26	\$1,563.62	47.6%	\$3,285.88
PPO – 80/20 Plan – HMSA Medical and Chiropractic, CVS Caremark Prescription Drug	Self	\$168.33	\$336.66	\$504.96	60.0%	\$841.62
	Two-Party	\$408.84	\$817.68	\$1,226.52	60.0%	\$2,044.20
	Family	\$521.21	\$1,042.42	\$1,563.62	60.0%	\$2,606.04
PPO – 75/25 Plan – HMSA Medical and Chiropractic, CVS Caremark Prescription Drug	Self	\$26.20	\$52.40	\$471.64	90.0%	\$524.04
	Two-Party	\$63.63	\$127.26	\$1,145.22	90.0%	\$1,272.48
	Family	\$81.10	\$162.20	\$1,459.74	90.0%	\$1,621.94
HMO – HMSA Medical and Chiropractic, CVS Caremark Prescription Drug	Self	\$295.32	\$590.64	\$504.96	46.1%	\$1,095.60
	Two-Party	\$717.50	\$1,435.00	\$1,226.52	46.1%	\$2,661.52
	Family	\$914.98	\$1,829.96	\$1,563.62	46.1%	\$3,393.58
HMO – Kaiser Permanente Comprehensive Medical, Prescription Drug, and Chiropractic	Self	\$167.04	\$334.08	\$504.96	60.2%	\$839.04
	Two-Party	\$406.17	\$812.34	\$1,226.52	60.2%	\$2,038.86
	Family	\$518.70	\$1,037.40	\$1,563.62	60.1%	\$2,601.02
HMO – Kaiser Permanente Standard Medical, Prescription Drug, and Chiropractic	Self	\$26.03	\$52.06	\$468.50	90.0%	\$520.56
	Two-Party	\$63.25	\$126.50	\$1,138.44	90.0%	\$1,264.94
	Family	\$80.69	\$161.38	\$1,452.32	90.0%	\$1,613.70
Supplemental Medical and Prescription Drug – Verdegard Administrators (formerly HMA)	Self	\$6.94	\$13.88	\$20.80	60.0%	\$34.68
	Two-Party	\$12.37	\$24.74	\$37.08	60.0%	\$61.82
	Family	\$13.39	\$26.78	\$40.16	60.0%	\$66.94
Dental Plan						
HDS Dental	Self	\$7.38	\$14.76	\$22.12	60.0%	\$36.88
	Two-Party	\$14.76	\$29.52	\$44.26	60.0%	\$73.78
	Family	\$24.27	\$48.54	\$72.78	60.0%	\$121.32
Vision Plan						
VSP Vision	Self	\$0.84	\$1.68	\$2.52	60.0%	\$4.20
	Two-Party	\$1.57	\$3.14	\$4.68	59.8%	\$7.82
	Family	\$2.05	\$4.10	\$6.12	59.9%	\$10.22
Life Insurance						
Securian Life Insurance	Employee	\$0.00	\$0.00	\$4.12	100.0%	\$4.12

2024 Health Plan Premiums

Effective July 1, 2024

BU 05: ACTIVE EMPLOYEES FORMERLY UNDER THE HSTA VEBA

BENEFIT PLAN	Type of Enrollment	Semi-monthly Employee Contribution	Monthly Employee Contribution	Monthly Employer Contribution	Percent Employer	Total
Medical Plans						
HSTA VB – PPO – 90/10 Plan – HMSA Medical and Chiropractic, CVS Caremark Prescription Drug, VSP Vision	Self	\$216.95	\$433.90	\$458.98	51.4%	\$892.88
	Two-Party	\$525.91	\$1,051.82	\$1,112.26	51.4%	\$2,164.08
	Family	\$670.48	\$1,340.96	\$1,417.50	51.4%	\$2,758.46
HSTA VB – PPO – 80/20 Plan – HMSA Medical and Chiropractic, CVS Caremark Prescription Drug, VSP Vision	Self	\$153.00	\$306.00	\$458.98	60.0%	\$764.98
	Two-Party	\$370.76	\$741.52	\$1,112.26	60.0%	\$1,853.78
	Family	\$472.50	\$945.00	\$1,417.50	60.0%	\$2,362.50
HSTA VB – HMO – Kaiser Permanente Comprehensive Medical, Drug, Chiropractic, and VSP Vision	Self	\$135.20	\$270.40	\$458.98	62.9%	\$729.38
	Two-Party	\$328.87	\$657.74	\$1,112.26	62.8%	\$1,770.00
	Family	\$420.38	\$840.76	\$1,417.50	62.8%	\$2,258.26
Dental Plan						
HSTA VB – HDS Dental	Self	\$8.09	\$16.18	\$24.28	60.0%	\$40.46
	Two-Party	\$16.19	\$32.38	\$48.54	60.0%	\$80.92
	Family	\$26.63	\$53.26	\$79.88	60.0%	\$133.14
HSTA VB – HDS Supplemental Dental	Self	\$3.78	\$7.56	\$11.32	60.0%	\$18.88
	Two-Party	\$7.55	\$15.10	\$22.66	60.0%	\$37.76
	Family	\$11.33	\$22.66	\$33.98	60.0%	\$56.64
Vision Plan						
HSTA VB – VSP Vision	Self	\$0.84	\$1.68	\$2.52	60.0%	\$4.20
	Two-Party	\$1.57	\$3.14	\$4.68	59.8%	\$7.82
	Family	\$2.05	\$4.10	\$6.12	59.9%	\$10.22
Life Insurance						
HSTA VB – Securian Life Insurance	Employee	\$0.00	\$0.00	\$4.12	100.0%	\$4.12

General Health Plan Information

This section provides a general overview of how the different medical plan options work, including information about CVS Caremark prescription drug coverage for those enrolled in EUTF and HSTA VB medical plans through HMSA.

- **If you are eligible for and/or enrolled in an [EUTF](#) medical plan**, see pages 29-33 for summaries of your 2024–25 benefits coverage.
- **If you are eligible for and/or enrolled in an [HSTA VB](#) medical plan**, see pages 38-39 for a summary of your 2024–25 benefits coverage.

About the Medical Plans

EUTF and HSTA VB medical plans include prescription drug and chiropractic coverage. Employees are given a choice of medical plan options that vary in monthly premium cost and benefit plan design. Medical plan types include preferred provider organization (PPO) plans, health maintenance organization (HMO) plans, and a supplemental plan (for EUTF employees only).

Preferred Provider Organization (PPO) Plans

- EUTF HMSA 90/10, 80/20, and 75/25
- HSTA VB HMSA 90/10 and 80/20

A PPO plan is a medical plan that includes a network of preferred medical providers who have contracts with the insurance carrier. A PPO plan gives you the flexibility to visit the providers you choose—inside or outside the plan’s network. Your out-of-pocket medical costs will be lower if you receive care from an in-network provider or facility. The plan title (e.g., 90/10) generally refers to the share of the cost by the health plan and member. For example, the 90/10 plan pays 90% of the eligible charges for most covered in-network services, and the member pays 10%.

Before making an appointment, ask if your medical provider is in your plan’s network. If you use an out-of-network provider, your out-of-pocket costs may be higher. In addition to possible higher coinsurance, you will be responsible for the difference between the provider’s billed charge and the plan’s eligible charge (except for emergency services, air ambulance, and services from out-of-network providers received at an in-network facility). You will also often be responsible for submitting your own claims.

Health Maintenance Organization (HMO) Plans

- EUTF HMSA HMO
- EUTF Kaiser Permanente Comprehensive and Standard HMO
- HSTA VB Kaiser Permanente Comprehensive HMO

An HMO plan is a medical plan that uses a network of health care professionals and facilities associated with that HMO. Except in emergencies or in cases where you obtain a referral from your primary care physician (PCP), an HMO plan does not cover the cost of services you receive from doctors or other providers outside the HMO’s network. With an HMO plan, there are no deductibles or claim forms. Generally, after a copayment for each office visit, most medical expenses are covered at 100%. You must select a PCP to coordinate your care.

Supplemental (Copayment/Coinsurance) Plan

- EUTF Verdegard Administrators, formally known as HMA, Supplemental Medical and Prescription Drug

The supplemental plan is designed for active EUTF employees with coverage under a non-EUTF medical and prescription drug plan. If you have a non-EUTF medical and prescription drug plan through your spouse/partner or another source, you can enroll in this plan. Eligible medical and prescription drug expenses that are not covered by the primary medical plan, such as copayments or coinsurance, are paid under this plan. You may enroll in the supplemental plan **only** if you have primary medical and prescription drug plan coverage not provided through the State or Counties. If you also have Medicare or Med-QUEST coverage, your Medicare or Med-QUEST Explanation of Benefits (EOB) is required for reimbursement.

Claims can easily be submitted online at verdegard-hi.com/eutf. All claim submissions require an EOB from your primary medical plan and Medicare/Med-QUEST or pharmacy receipts and labels for all prescription drug reimbursements. Claims may also be submitted by mail or fax. Please mail a claim form, along with any supporting EOBs or receipts, to Verdegard Claims Dept., P.O. Box 135005, Honolulu, HI 96801-5005. Please fax any claims to **1-808-951-4620**.

Please note:

- To ensure proper posting, please use a separate claim form for each covered member and for services incurred in different plan years.
- This supplemental plan does not cover chiropractic benefits.
- All reimbursement payments are made payable to the covered individual who receives the services. For all minors under the age of 18, reimbursement payments are made payable to the primary Subscriber of the plan.
- **NEW:** Now, you can sign up to receive your reimbursement payments by Automated Clearing House (ACH).

Remember: Refer to Your Carrier Benefit Guides

The following sections provide a summary of the health and life insurance plans offered to active employees. Complete information on plans can be obtained directly from the health insurance carriers, from the EUTF Member self-service portal at eutfbenefits.hawaii.gov, or from the EUTF website at eutf.hawaii.gov. If there is any discrepancy between the information provided in this guide and that contained in the carrier's benefit guide, the language in the carrier's benefit guide will take precedence.

Health Care Terms and Definitions

The following is a list of important health care terms and definitions.

Claim: A written request for payment of benefits for services covered by your health plan.

Coinsurance: Your share of the cost of a covered service, calculated as a percentage (e.g., for most services under the HMSA 90/10 PPO medical plan, your coinsurance is 10%) of the eligible charge. For example, if the plan's eligible charge for a primary care office visit is \$100, your coinsurance payment of 10% would be \$10 plus applicable taxes. The plan pays the remainder of the eligible charge at 90%, or \$90 in this example.

The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA): This federal law requires employers with 20 or more employees to offer the option of purchasing continuation of coverage to qualified beneficiaries who would otherwise lose group health insurance coverage as the result of a COBRA qualifying event.

Coordination of Benefits (COB): The process of determining which of two or more insurance policies or health plans will have the primary responsibility of processing/paying a claim and the extent to which the other policies will contribute. COB is intended to prevent the duplication of benefits when a member is covered by more than one insurance carrier or health plan. For more information on COB, please contact your health insurance carrier.

Copayment: A fixed amount (for example, \$15) you pay for a covered service, usually when you receive the service. The amount can vary by plan and the type of covered service.

Covered Services: These are health care services that your health plan pays for based on your plan benefits. If your plan covers a service, you may have to pay a coinsurance, copayment or deductible.

Deductible: The amount you must pay for covered services before your plan begins to pay. The deductible is based on a calendar year and renews every January 1. Under the EUTF HMSA PPO 75/25 medical plan, the deductible is \$300 per individual or up to \$900 for family plans and applies to services provided by both in-network and out-of-network providers. The deductible must be met on a claim-by-claim basis and cannot be paid in advance. The deductible does not apply to all services. For services provided by an out-of-network provider, only the amount you pay on the eligible charge will be credited toward the deductible. Any difference between the eligible charge and the actual charge will not be credited toward the deductible.

Eligible Charge: The lower of the participating provider's actual charge or the amount the plan establishes as the maximum allowable fee (the maximum amount that the plan will pay for the covered services or supplies). This is the amount on which your coinsurance is based.

HIPAA (Health Insurance Portability and Accountability Act of 1996): A federal law that calls for confidentiality standards and requires covered entities (such as the EUTF) to maintain strict use and disclosure policies and procedures to safeguard a member's Protected Health Information (PHI).

In-Network or Participating Provider: A physician, hospital, pharmacy, laboratory, or other health care provider your insurance carrier has contracted with to provide services at a negotiated fee or eligible charge rate. In most cases, participating providers are preferable to non-participating providers because of the lower out-of-pocket cost to the member.

Leave of Absence Without Pay (LWOP): An employer-approved period of leave during which the employee is not paid but continues to be a State or County employee.

Limiting Age (for Dependent Children): The age dependents are no longer eligible for coverage. The limiting age for medical and prescription drug coverage is 26 years. The limiting age for dependents under dental and/or vision plans is 19 years, or 24 if dependents are unmarried and full-time students.

Maximum Out-of-Pocket (MOOP): The most you pay during a calendar year before your health insurance plan starts to pay 100% for covered services. This limit includes deductibles, coinsurance, copayments, or similar charges. This limit does not include premiums, noncovered services such as taxes, charges in excess of the maximum allowable fee, and other plan expenses. The MOOP protects members from catastrophic financial losses.

Medicare: A federal health insurance program for people who are age 65 or older and certain younger people with disabilities. It also covers people with end-stage renal disease (permanent kidney failure requiring dialysis or a transplant, sometimes called ESRD) or Amyotrophic Lateral Sclerosis (ALS).

Network: A group of providers that contract with an insurance carrier to provide health care products and/or services for treatment at a reduced or fixed fee.

Open Enrollment: An annual period during which employees may enroll or disenroll from plans, change from one plan to another, or add or remove dependents outside of experiencing a qualifying event.

Out-of-Network or Non-Participating Provider: A physician, hospital, pharmacy, laboratory, or other health care provider that is not contracted with your insurance carrier to provide services. When you receive services from a non-participating provider, you owe the plan's standard copayment or coinsurance plus the difference between the non-participating provider's charge for the service and your insurance carrier's eligible charge (except for emergency services, air ambulance, and services from out-of-network providers received at an in-network facility).

For example, under the HMSA 90/10 PPO medical plan, if the non-participating provider's charge for a primary care office visit is \$120, the plan's eligible charge is \$100, and the out-of-network coinsurance is 30%, the plan will pay \$70 ($\$100 \times 70\%$) and you would pay \$50 (\$30 coinsurance plus \$20 for the excess of the actual charge over the eligible charge) plus applicable taxes. If the primary care provider was a participating provider, your total cost would be \$10 plus applicable taxes.

Out-of-Pocket Cost: Costs paid by the member related to deductibles, copayments, coinsurance, and any noncovered services.

Plan Year: For active employees, a 12-month period starting July 1 and ending June 30 the following year.

Premiums: The semi-monthly or monthly cost of your health insurance. Premiums are primarily influenced by utilization of services by members, benefit plan design, and cost of health care.

Primary Care Provider (PCP): A health care professional (usually an internist, family/general practitioner, or pediatrician) who provides a range of services such as prevention, wellness, and treatment for common illnesses. PCPs treat health-related issues and may coordinate your care with specialists.

Provider: An approved health care professional or facility that provides treatment or service.

Qualifying Event: An event such as loss of coverage, disenroll due to enrollment in other coverage, marriage, divorce, or the birth or adoption of a child that allows enrollment changes to your health plans during the plan year.

Specialist: A physician who focuses on a specific area of medicine or a group of patients to diagnose, manage, prevent, or treat certain types of symptoms and conditions.

Prescription Drug

Brand Name: A prescription drug sold by a drug company under a specific name or trademark that is protected by a patent. Brand prescription drugs are either preferred or non-preferred. You will pay more if you use non-preferred drugs than preferred or generic prescription drugs.

Diabetic Supplies: Includes equipment and supplies used in the management and treatment of diabetes as prescribed by a physician. This includes blood glucose monitors, blood glucose test strips, lancet devices, and lancets.

Formulary: A list of preferred prescription drugs covered by a prescription drug plan. A formulary is also called a drug list or preferred drug list.

Generic: A prescription drug that has the same active ingredient formula as a brand-name drug. Generic drugs usually cost less than brand-name drugs. The Food and Drug Administration rates these drugs to be as safe and effective as brand-name drugs.

Maintenance Medication: Prescriptions taken for an extended period of time to treat chronic conditions such as high blood pressure, diabetes, heart disease, or high cholesterol. Typically, a physician may write a prescription for these medications in a 90-day supply.

Specialty: High-cost prescription medications used to treat complex, chronic conditions like cancer, rheumatoid arthritis, and multiple sclerosis. Specialty drugs often require special handling (like refrigeration during shipping) and administration (such as injection or infusion).

EUTF Health Plan Options

The charts on the following pages outline the **EUTF medical and prescription drug plan options**. They are intended to provide a condensed summary of plan benefits. Certain limitations, restrictions, and exclusions apply to all insurance plans. Complete information on plans can be obtained directly from the health insurance carriers, from the EUTF Member self-service portal at eutfbenefits.hawaii.gov or from the EUTF website at eutf.hawaii.gov. If there should be any discrepancy between the information provided in this guide and that contained in the carrier's benefit guide, the language in the carrier's benefit guide will take precedence.

For charts summarizing the HSTA VB medical and prescription drug plan options, see pages 38-39.

 <small>An Independent Licensee of the Blue Cross and Blue Shield Association</small>	Preferred Provider Organization (PPO) Plans
 <small>An Independent Licensee of the Blue Cross and Blue Shield Association</small>	Health Maintenance Organization (HMO) Plans
	Prescription Drug Plans
	Supplemental Plan: Verdegard Administrators (formerly HMA)
 <small>Hawaii Dental Service</small>	Dental Plan: Hawaii Dental Service (HDS)
	Vision Plan: Vision Service Plan (VSP)
	Life Insurance: Securian Financial

About CVS Caremark Prescription Drug Coverage for EUTF Members

General Information

The prescription drug plan includes programs that offer a financial incentive for participants to use the generic equivalent (or preferred brand, in the case of EUTF plans) medication without compromising care, as these medications have the same level of effectiveness. For the EUTF plans, preferred medications are usually priced lower than other brand-name medications and have lower copayments.

To comply with the Affordable Care Act, certain preventive care drugs (when prescribed) are covered with no copayment. Please contact CVS Caremark for additional information on coverage for these preventive care drugs.

The generic forms of tamoxifene, raloxifene, exemestane and anastrozole are covered with no copayment for women 35 years or older when prescribed for primary prevention of breast cancer. If you are eligible for this benefit, please have your physician call CVS Caremark at **1-877-418-4130** to complete a copayment exception form on your behalf.

Web Service

Members can register at [caremark.com](https://www.caremark.com) or download the CVS Caremark mobile app to access tools that can help you save money and manage your prescription benefit. To register, have your CVS ID card ready. If you are not currently a member, please visit the CVS Caremark website at [caremark.com/eutf](https://www.caremark.com/eutf) for plan information.

Customer Care

For assistance with questions about your plan, finding a participating pharmacy, ordering a new ID card, refilling your mail order, etc., you may call CVS Caremark toll-free at **1-855-801-8263** to speak with a representative 24 hours a day, seven days a week, or you may visit their customer service office in downtown Honolulu at Pauahi Tower, 1003 Bishop Street, Suite 704, Monday through Friday from 7:45 a.m. to 4:30 p.m.

Coordination of Benefits

Some participants may be enrolled in additional prescription drug coverage outside their EUTF or HSTA VB benefits. If this applies to you, please contact CVS Caremark Customer Care at 1-855-801-8263 to advise if your EUTF plan is secondary. If your plan is secondary, be sure to let the pharmacy know by presenting both of your prescription drug ID cards, and confirm that the pharmacy can bill both plans. Please note that CVS Mail Order Pharmacy and some non-participating pharmacies do not have the capability to bill more than one insurance plan and thus, unable to coordinate benefits. You also have the option to send in a paper claim form for reimbursement (see next page). Please also note that Coordination of Benefits does not guarantee 100% coverage of your medication. All EUTF plan parameters and guidelines will still apply. Coverage under your non-EUTF drug plan does not imply coverage under the EUTF drug plan.

Required Documentation for Paper Claims

If you go to a participating pharmacy and present your CVS prescription drug ID card, you do not need to file a claim form. However, you will need to file a paper claim form if:

- Your CVS prescription drug ID card was not presented at the time your prescription was filled and/or the participating pharmacy could not confirm your plan enrollment.
- You filled your prescription at a non-participating pharmacy.

You will be responsible for paying the full cost of the drug at the time of purchase, and reimbursement will be limited to the eligible charge less the out-of-network copayment and coinsurance. Paper claims must be submitted to CVS Caremark within one year from the date of purchase. To download a paper

claim form, go to caremark.com/portal/asset/paperclaim_std_eng.pdf.

You must include all original pharmacy receipts in order for your claim to process. Cash register receipts will only be accepted for diabetes supplies. **Pharmacy receipts** must include:

- Patient's name
- Date of fill
- Prescription number
- Name of medication
- Metric quantity
- Day supply
- Prescribing doctor's name or NPI number
- Pharmacy name and address or pharmacy NABP number

Completed paper claim reimbursement request form with patient signature should be mailed to:

CVS Caremark
P.O. Box 52136
Phoenix, AZ 85072-2136

Maintenance Medications

Maintenance medications are those prescriptions taken for an extended period of time to treat chronic conditions such as high blood pressure, diabetes, heart disease, or high cholesterol. Participants are allowed three 30-day initial fills at the retail pharmacy for each new medication or new dosage amount in order to determine if the medication or dosage is correct. Members are required to fill a 90-day supply thereafter. If filling a 90-day supply either at a Retail 90 pharmacy or through the mail-order pharmacy, the member saves by paying 2 times the 30-day supply copayment.

The Mail Order Program is voluntary. Overall, the cost to the plan is lowest when prescriptions for maintenance medications are filled through the mail-order pharmacy. To start mail order, contact CVS Caremark at **1-855-801-8263**.

Specialty Medications

Specialty medications are high-cost prescription medications used to treat complex, chronic conditions like cancer, rheumatoid arthritis, and multiple sclerosis. Coverage depends on where your prescription is filled and whether your provider files the claim with HMSA or CVS. Generally, if filled at a pharmacy, coverage is provided under your prescription drug plan, and if filled elsewhere (e.g., an inpatient hospital facility, a hospital-based outpatient treatment center, doctor's office, etc.), coverage is provided under your medical plan. Present both your HMSA and CVS ID cards at your doctor's office or any provider facility to ensure coverage of your medication. Please note that there is no coordination of benefits for specialty drugs across EUTF HMSA medical and CVS prescription drug plans. For information about coverage under the HMSA medical plan, refer to HMSA's Guide to Benefits, or contact HMSA.

For assistance with specialty prescriptions or to locate a specialty network pharmacy, call **1-855-801-8263**. For assistance with ordering specialty prescriptions at CVS Specialty, call **1-800-896-1464**.

Specialty Benefit Under the CVS Caremark Prescription Drug Plan

The EUTF plans have adopted the Advanced Control Specialty Formulary (ACSF). ACSF requires the use of preferred specialty medications prescribed for the treatment of certain conditions. For coverage of specialty medications, your physician may call **1-808-254-4414** to obtain a prior authorization or submit a medical exception request. To view the CVS Caremark Specialty Drug List, visit caremark.com/eutf.

Medications that fall within a specialty tier will be subject to the applicable coinsurance, up to a maximum copayment per fill. Exception: Oral oncology medications that are considered specialty medications have a \$30 copayment. Specialty copayments are also subject to a \$2,500 maximum

out-of-pocket per person per calendar year.

Utilization Management Programs

In an ongoing effort to effectively manage the prescription drug benefit, certain medications are subject to clinical guidelines as part of the prescription benefit plan design. The drug benefit includes the following four clinical guidelines:

1. **Quantity Limitations** – Ensures participants receive the medication in the quantity considered safe by the Food and Drug Administration (FDA), medical studies, and input, review, and approval from the CVS Caremark National Pharmacy and Therapeutics (P&T) Committee.
2. **Generic Step Therapy Program (GSTP)** – The EUTF encourages the use of generic medications as an alternative to certain brand medications as an affordable and effective form of treatment for many health conditions. In an effort to promote use of generic medications, CVS Caremark has a generic step therapy program in place for all EUTF active employees. For certain brand drugs, GSTP may require that you try generic drug treatment(s) prior to the use of a brand drug. Please contact CVS Caremark Customer Care at **1-855-801-8263** for more information. Also see sections labeled Dispensed as Written (DAW 1&2) Program and Tier 1 Strategy below.
3. **Prior Authorization (PA)** – Clinical prior authorization is a special preapproval process to ensure that certain therapy treatments or supplies are medically necessary before they are covered by the plan.
4. **Specialty Guideline Management (SGM)** – SGM uses evidence-based care plans and medication management outreach programs to help participants use these complex medications properly. All specialty medications require prior authorization. Physicians may call SGM at **1-808-254-4414** to obtain prior authorization.

Dispensed as Written (DAW 1&2) Program

The Dispensed as Written Program promotes the use of a generic equivalent medication, when available, in place of the associated brand-name medication. The standard generic copayment will apply. However, if a participant or their physician chooses to use a brand medication rather than the generic equivalent, then the copayment becomes the standard generic copayment plus the difference in the cost of the generic and brand medication.

Tier 1 Strategy

Under the Tier 1 program, targeted generic medications will be excluded from the plan, and the brand drug counterparts will process with a generic member copayment. For details on which drugs fall under Tier 1, please contact CVS Caremark Customer Care at **1-855-801-8263**.

Maximum Out-of-Pocket Under the CVS Caremark Prescription Drug Plan

The CVS Caremark prescription drug plan is bundled with the HMSA medical plan that you select. If you change from one HMSA medical plan to another during open enrollment, your drug maximum out-of-pocket (MOOP) may change on the effective date of your new plan selection.

All applicable in-network drug copayments and coinsurance are accumulated on a calendar-year basis toward an annual MOOP amount. Once the MOOP amount is met, you will no longer pay applicable copayments and coinsurances for covered prescription drugs while enrolled in that plan for the remainder of the calendar year. If you change to a plan with a higher MOOP amount, you are responsible for meeting the new MOOP level, but all prior applicable copayments and coinsurance paid within the same calendar year toward one CVS Caremark plan can be credited toward the new MOOP amount for the new plan. If you change to a plan with a lower MOOP amount, there are no refunds of copayments or coinsurance paid toward the higher MOOP of the prior plan that are over the amounts of the MOOP for the new plan. All in-network copayments and coinsurance paid are applied prospectively to the applicable MOOP amount based upon the plan the member is enrolled in at the time.

EUTF Medical Plan Summaries

EUTF Medical and Prescription Drug – PPO Plan Coverage

MEDICAL	HMSA 90/10 PPO Plan		HMSA 80/20 PPO Plan		HMSA 75/25 PPO Plan	
	In-Network	Out-of-Network ¹	In-Network	Out-of-Network ¹	In-Network	Out-of-Network ¹
Calendar Year Deductible²	None	\$100/person \$300/family	None	\$250/person \$750/family	\$300/person \$900/family	
Calendar Year Maximum Out-of-Pocket Limit²	\$2,000/person \$4,000/family		\$2,500/person \$5,000/family		\$5,000/person \$10,000/family	
Physician Office Visit	10%	30%	20%	40%	25% ³	40%
Online Care (through hmsaonlinecare.com)	No charge	Not covered	No charge	Not covered	No charge	Not covered
Urgent Care Visit	10%	30%	20%	40%	25% ³	40%
Emergency Room	10%	10% ³	20%	20% ³	25%	25%
Ambulance Air	10%	10% ³	20%	20% ³	25%	25%
Ambulance Ground	10%	30%	20%	40%	25%	40%
Inpatient Hospital Services	10%	30%	20%	40%	25%	40%
Outpatient Surgery	10%	30%	20%	40%	25%	40%
Outpatient Testing, Lab, and X-Ray Services	10%	30%	20%	40%	Lab: 25% ³ Diagnostic testing and X-ray: 25%	40%
Annual Preventive Health Evaluation	No charge	No charge ³	No charge	No charge ³	No charge ³	No charge ³
Well-Child Office Visit	No charge	30% ³	No charge	40% ³	No charge ³	40% ³
Preventive Screening	No charge	30%	No charge	40%	No charge ³	40%
Inpatient Mental Health	10%	30%	20%	40%	Facility: 25% Physician visit: 25% ³	40%
Outpatient Mental Health	10%	30%	20%	40%	Facility: 25% Physician visit: 25% ³	40%
Hearing Aids	10%	30%	20%	40%	25%	40%
	1 device per ear every 60 months		1 device per ear every 60 months		1 device per ear every 60 months	
Chiropractic Services (administered through American Specialty Health, Inc.)	\$15 for up to 20 visits per calendar year	Not covered	\$15 for up to 20 visits per calendar year	Not covered	\$15 for up to 20 visits per calendar year	Not covered

1 If you receive services from an out-of-network provider, you are responsible for the copayment or coinsurance plus any difference between the actual charge and the eligible charge, except for emergency services, air ambulance, and services from out-of-network providers received at an in-network facility.

2 Amounts paid toward the deductible and the maximum out-of-pocket are measured on a calendar-year basis. However, if your new plan effective July 1, 2023, is with the same carrier, the amounts paid January 1, 2023 – June 30, 2023, will apply to your new plan deductible and maximum out-of-pocket. No refunds will be issued.

3 Deductible does not apply.

EUTF Medical and Prescription Drug – PPO Plan Coverage

PRESCRIPTION DRUG	CVS Caremark ⁴ EUTF HMSA PPO Plans		
	In-Network Pharmacy	Out-of-Network Pharmacy ⁵	Retail 90/Mail Order ⁶
Calendar Year Maximum Out-of-Pocket Limit⁷	90/10 and 80/20 PPO Plans: \$4,350/person, \$8,700/family 75/25 PPO Plan: \$3,150/person, \$6,300/family		
Day Supply	30/60/90	30/60/90	30/60/90
Generic	\$5/\$10/\$15	\$5/\$10/\$15 + 20% of eligible charges	\$5/\$10/\$10
Preferred Brand	\$25/\$50/\$75	\$25/\$50/\$75 + 20% of eligible charges	\$25/\$50/\$50
Non-Preferred Brand	\$50/\$100/\$150	\$50/\$100/\$150 + 20% of eligible charges	\$50/\$100/\$100
Preferred Insulin	\$5/\$10/\$15	\$5/\$10/\$15 + 20% of eligible charges	\$5/\$10/\$10
Other Insulin	\$25/\$50/\$75	\$25/\$50/\$75 + 20% of eligible charges	\$25/\$50/\$50
Preferred Diabetic Supplies	No charge	20% of eligible charges	No charge
Other Diabetic Supplies	\$25/\$50/\$75	\$25/\$50/\$75 + 20% of eligible charges	\$25/\$50/\$50
Oral Contraceptives (up to a 12-month supply)	No charge	No charge	No charge
Specialty Drugs/Injectables⁷	30-day supply only \$2,500/person calendar year maximum out-of-pocket limit Specialty generic: 10% of eligible charges, up to \$200/fill Specialty preferred brand: 20% of eligible charges, up to \$300/fill Specialty non-preferred brand: 30% of eligible charges, up to \$400/fill Oral oncology: \$30		Retail 90: 30-day supply only Mail: Not covered

⁴ This plan is the prescription drug coverage for the HMSA PPO medical plans and is administered by CVS Caremark.

⁵ If you receive services from an out-of-network pharmacy, you are responsible for the copayment + coinsurance and any cost difference between the actual and the eligible charge. These out-of-network costs are not applicable to the annual maximum out-of-pocket (MOOP). Mail order is not a benefit through out-of-network vendors.

⁶ For more information on Retail 90 and Mail Order, please call CVS Caremark at **1-855-801-8263**.

⁷ Applicable copayments and caps for specialty medications apply and are counted toward the total annual maximum out-of-pocket.

Please note: Maintenance medications must be filled in a 90-day supply. Medications prescribed for treatment that are not approved by the Food and Drug Administration (FDA) are excluded from the plan.

EUTF Medical Plan Summaries

EUTF Medical and Prescription Drug – HMO Plan Coverage

MEDICAL	Kaiser Permanente Comprehensive HMO ¹	Kaiser Permanente Standard HMO ¹	HMSA HMO
Calendar Year Deductible	None	None	None
Calendar Year Maximum Out-of-Pocket Limit ²	\$2,000/person \$6,000/family	\$2,500/person \$7,500/family	\$1,500/person \$3,000/family
Physician Office Visit	\$15	\$20	\$15
Online Care (through kp.org or hmsaonlinecare.com)	No charge	No charge	No charge
Urgent Care Visit	\$15 (in area) 20% (out of area)	\$20 (in area) 20% (out of area)	\$15
Emergency Room	\$50	\$100	\$100
Ambulance Air	20%	20%	20%
Ambulance Ground	20%	20%	20%
Inpatient Hospital Services	No charge	15%	No charge
Outpatient Surgery	\$15	Medical Office: \$20 Ambulatory Surgery Center: 15%	Medical Office: \$15 Ambulatory Surgery Center: No charge
Outpatient Testing, Lab, and X-Ray Services	\$15/day	Basic lab and imaging: \$20 Specialty lab and imaging: 20% Diagnostic testing: 20%	Lab: No charge Diagnostic testing: No charge X-ray: \$15 per X-ray
Annual Physical Exam	No charge	No charge	No charge
Well-Child Office Visit	No charge	No charge	No charge
Preventive Screening	No charge	No charge	No charge
Inpatient Mental Health	No charge	15%	No charge
Outpatient Mental Health	\$15	\$20	Facility: No charge Physician Services: \$15
Hearing Aids	20% of charges for 1 device per ear every 36 months	20% of charges for 1 device per ear every 36 months	20% for 1 device per ear every 60 months
Chiropractic Services (administered through American Specialty Health, Inc.)	\$15 for up to 20 visits per calendar year	\$15 for up to 20 visits per calendar year	\$15 for up to 20 visits per calendar year

1 Kaiser Permanente Members only:

- a. Except for certain situations described in your Group Agreement and Guide to Your Health Plan, 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 HMSA HMO Members: Amounts paid toward the maximum out-of-pocket are measured on a calendar-year basis. However, if your new plan effective July 1, 2023, is with the same carrier, the amounts paid January 1, 2023 – June 30, 2023, will apply to your new plan maximum out-of-pocket. No refunds will be issued.

Kaiser Permanente Members: Amounts paid toward the maximum out-of-pocket, including both medical and prescription drug costs, are measured on a calendar-year basis. However, if your new plan effective July 1, 2023, is with the same carrier through EUTF, the amounts paid January 1, 2023 – June 30, 2023, will apply to your new plan maximum out-of-pocket. No refunds will be issued.

EUTF Medical and Prescription Drug – HMO Plan Coverage

PRESCRIPTION DRUG	Kaiser Permanente Comprehensive HMO		Kaiser Permanente Standard HMO		CVS Caremark/HMSA HMO ⁴	
	HMO Network	Mail Order	HMO Network	Mail Order	HMO Network	Retail 90 & Mail Order ⁵
Calendar Year Maximum Out-of-Pocket Limit	Applies toward the medical maximum out-of-pocket limit		Applies toward the medical maximum out-of-pocket limit		\$4,350/person \$8,700/family	
Day Supply	30/60/90		30/60/90		30/60/90	
Generic	Tier 1³: \$5/\$10/\$15 Tier 2³: \$10/\$20/\$30	Tier 1³: \$5/\$10/\$10 Tier 2³: \$10/\$20/\$20	Tier 1³: \$5/\$10/\$15 Tier 2³: \$15/\$30/\$45	Tier 1³: \$5/\$10/\$10 Tier 2³: \$15/\$30/\$30	\$5/\$10/\$15	\$5/\$10/\$10
Preferred Brand	\$35/\$70/\$105	\$35/\$70/\$70	\$50/\$100/\$150	\$50/\$100/\$100	\$25/\$50/\$75	\$25/\$50/\$50
Non-Preferred Brand					\$50/\$100/\$150	\$50/\$100/\$100
Preferred Insulin	\$35/\$70/\$105	Not available through Mail Order	\$50/\$100/\$150	Not available through Mail Order	\$5/\$10/\$15	\$5/\$10/\$10
Other Insulin	Generic: \$10/\$20/\$30		Generic: \$15/\$30/\$45		\$25/\$50/\$75	\$25/\$50/\$50
Preferred Diabetic Supplies	Appropriate drug copays apply		50% of applicable charges		No charge	
Other Diabetic Supplies					\$25/\$50/\$75	\$25/\$50/\$50
Oral Contraceptives (up to a 12-month supply)	No charge		No charge		No charge	
Specialty Drugs/Injectables	Retail: \$75 (up to a 30-day supply) Mail: Not all specialty drugs can be mailed Oral Oncology: No charge		Retail: \$75 (up to a 30-day supply) Mail: Not all specialty drugs can be mailed Oral Oncology: Applicable drug copays apply		30-day supply only \$2,500/person calendar year maximum out-of-pocket limit Specialty generic: 10% of eligible charges, up to \$200/fill Specialty preferred brand: 20% of eligible charges, up to \$300/fill Specialty non-preferred brand: 30% of eligible charges, up to \$400/fill Oral Oncology: \$30	Retail 90: 30-day supply only Mail: Not covered

³ Tier 1 drugs are Generic Maintenance Drugs, which are specific Generic Drugs to treat chronic conditions. Tier 2 drugs are Other Generic Drugs.

⁴ This plan is the prescription drug coverage for the HMSA HMO medical plans and is administered by CVS Caremark. Applicable copayments and caps for specialty medications apply and are counted toward the total annual maximum out-of-pocket.

⁵ For more information on Retail 90 and Mail Order, please call CVS Caremark at **1-855-801-8263**.

Please note: Maintenance medications must be filled in a 90-day supply. Medications prescribed for treatment that are not approved by the Food and Drug Administration (FDA) are excluded from the plan.

EUTF Medical and Prescription Drug – Supplemental Plan Coverage

MEDICAL	Verdegard Supplemental Plan
Plan Year Benefit Maximum	All Services: \$2,750 per person, including the Prescription Drug Sublimit listed below
Physician Office Visit	Copayment/Coinsurance covered
Urgent Care Visit	Copayment/Coinsurance covered
Emergency Room	Copayment/Coinsurance covered
Ambulance Air	Copayment/Coinsurance covered
Ambulance Ground	Copayment/Coinsurance covered
Inpatient Hospital Services	Copayment/Coinsurance covered
Outpatient Surgery	Copayment/Coinsurance covered
Outpatient Testing, Lab, and X-Ray Services	Copayment/Coinsurance covered
Annual Physical Exam	Copayment/Coinsurance covered
Well-Child Office Visit	Copayment/Coinsurance covered
Preventive Screening	Copayment/Coinsurance covered
Inpatient Mental Health	Copayment/Coinsurance covered
Outpatient Mental Health	Copayment/Coinsurance covered
PRESCRIPTION DRUG	Verdegard Supplemental Plan
Plan Year Benefit Maximum Prescription Drug Sublimit	\$250 per person
Prescription Drug Copayment Reimbursement	Shall not exceed \$20 per 30-day supply, \$40 per 60-day supply, and \$60 per 90-day supply Count toward the Plan Year Benefit Maximum

This supplemental medical and prescription drug plan is always the secondary payer. All covered services must first be paid by the primary medical and prescription drug plan before receiving any supplemental plan reimbursements. This plan does not coordinate benefits, preauthorizations are not required, and ID cards will not be provided.

Please contact the EUTF Customer Service team at **1-866-437-1992** for any assistance. Visit verdegard-hi.com/eutf for all plan documents and additional helpful information.

HSTA VB Health Plan Options

HSTA VB plan options were created for HSTA employees who were enrolled in the HSTA VEBA active plan(s) prior to January 1, 2011. Enrollment in HSTA VB health plans is limited to those currently enrolled and who have maintained continuous enrollment under HSTA VB health and/or life insurance plans. HSTA VB members must submit changes through the EUTF Member self-service portal at outfbenefits.hawaii.gov or complete an EC-1H enrollment form if making changes. New employees **may not** enroll in HSTA VB health plans.

Disenrolling From HSTA VB Plans

HSTA VB members may disenroll from HSTA VB plans but will not be allowed to re-enroll in HSTA VB plans in the future. Members who wish to leave HSTA VB plans and switch to EUTF plans during open enrollment must submit changes through the EUTF Member self-service portal at outfbenefits.hawaii.gov or complete an EC-1 enrollment form.

HSTA VB and EUTF Plan Enrollment

In cases where HSTA VB members have a spouse/partner covered under active or retiree EUTF plans, members cannot enroll in the same health plan coverages under both EUTF and HSTA VB plans simultaneously (e.g., EUTF medical and HSTA VB medical, or EUTF dental and HSTA VB dental).

HSTA VB Health Plan Options

The charts on the following pages outline the **HSTA VB medical and prescription drug plan options**. They are intended to provide a condensed summary of plan benefits. Certain limitations, restrictions, and exclusions apply to all insurance plans. Complete information on plans can be obtained directly from the health insurance carriers, from the EUTF Member self-service portal at outfbenefits.hawaii.gov or from the EUTF website at outf.hawaii.gov. If there should be any discrepancy between the information provided in this guide and that contained in the carrier's benefit guide, the language in the carrier's benefit guide will take precedence.

For charts summarizing the EUTF medical and prescription drug plan options, see pages 29-33.

 <small>An Independent Licensee of the Blue Cross and Blue Shield Association</small>	Preferred Provider Organization (PPO) Plans <ul style="list-style-type: none"> • HMSA PPO 90/10 Plan • HMSA PPO 80/20 Plan
	Health Maintenance Organization (HMO) Plans <ul style="list-style-type: none"> • Kaiser Permanente HMO Comprehensive
	Prescription Drug Plans <ul style="list-style-type: none"> • CVS Caremark Prescription Drug Plan • Kaiser Permanente Prescription Drug Plan
	Dental Plan: Hawaii Dental Service (HDS) <ul style="list-style-type: none"> • HSTA VB Dental Plan • HSTA VB Supplemental Plan
	Vision Plan: Vision Service Plan (VSP)
	Life Insurance: Securian Financial

Note: The enrollment of HSTA VEBA members into these health plans is a result of a State court ruling and does not create any constitutional or contractual right to the benefits provided by those plans. If the ruling is overturned or modified, the EUTF reserves the right to move former HSTA VEBA members into regular EUTF plans.

About CVS Caremark Prescription Drug Coverage for HSTA VB Members

General Information

The prescription drug plan includes programs that offer a financial incentive for participants to use the generic equivalent medication without compromising care, as these medications have the same level of effectiveness.

To comply with the Affordable Care Act, certain preventive care drugs (when prescribed) are covered with no copayment. Please contact CVS Caremark for additional information on coverage for these preventive care drugs.

The generic forms of tamoxifen, raloxifene, exemestane and anastrozole are covered with no copayment for women 35 years or older when prescribed for primary prevention of breast cancer. If you are eligible for this benefit, please have your physician call CVS Caremark at **1-877-418-4130** to complete a copayment exception form on your behalf.

Web Service

Members can register at [caremark.com](https://www.caremark.com) to access tools that can help you save money and manage your prescription benefit. To register, have your CVS ID card ready. If you are not currently a member, please visit the CVS Caremark website at [caremark.com/eutf](https://www.caremark.com/eutf) for plan information.

Customer Care

For assistance with questions about your plan, finding a participating pharmacy, ordering a new ID card, refilling your mail order, etc., you may call CVS Caremark toll-free at **1-855-801-8263** to speak with a representative 24 hours a day, seven days a week, or you may visit their customer service office in downtown Honolulu at Pauahi Tower, 1003 Bishop Street, Suite 704, Monday through Friday from 7:45 a.m. to 4:30 p.m.

Coordination of Benefits

Some participants may be enrolled in additional prescription drug coverage outside their EUTF or HSTA VB benefits. If this applies to you, please contact CVS Caremark Customer Care at [caremark.com/eutf](https://www.caremark.com/eutf) to advise if your HSTA VB plan is secondary. If your plan is secondary, be sure to let the pharmacy know, and confirm that the pharmacy can bill both plans. Please note that CVS Mail Order Pharmacy and some non-participating pharmacies do not have the capability to bill more than one insurance plan and thus, unable to coordinate benefits. You also have the option to send in a paper claim form for reimbursement (see below). Please also note that Coordination of Benefits does not guarantee 100% coverage of your medication. All HSTA VB plan parameters and guidelines will still apply. Coverage under your non-HSTA VB drug plan does not imply coverage under the HSTA VB drug plan.

Required Documentation for Paper Claims

If you go to a participating pharmacy and present your CVS prescription drug ID card, you do not need to file a claim form. However, you will need to file a paper claim form if:

- Your CVS prescription drug ID card was not presented at the time your prescription was filled and/or the participating pharmacy could not confirm your plan enrollment.
- You filled your prescription at a non-participating pharmacy.

You will be responsible for paying the full cost of the drug at the time of purchase, and reimbursement will be limited to the eligible charge less the out-of-network copayment and coinsurance. Paper claims must be submitted to CVS Caremark within one year from the date of purchase. To download a paper claim form, go to [caremark.com/portal/asset/paperclaim_std_eng.pdf](https://www.caremark.com/portal/asset/paperclaim_std_eng.pdf).

You must include all original pharmacy receipts in order for your claim to process. Cash register receipts will only be accepted for diabetes supplies. **Pharmacy receipts** must include:

- Patient's name
- Date of fill
- Prescription number
- Name of medication
- Metric quantity
- Day supply
- Prescribing doctor's name or NPI number
- Pharmacy name and address or pharmacy NABP number

Completed paper claim reimbursement request form with patient signature should be mailed to:

CVS Caremark
P.O. Box 52136
Phoenix, AZ 85072-2136

Maintenance Medications

Maintenance medications are those prescriptions taken for an extended period of time to treat chronic conditions such as high blood pressure, diabetes, heart disease, or high cholesterol.

The Mail Order Program is voluntary. Overall, the cost to the plan is lowest when prescriptions for maintenance medications are filled through the mail order pharmacy. To start mail order, contact CVS Caremark at **1-855-801-8263**.

Specialty Medications

Specialty medications are high-cost prescription medications used to treat complex, chronic conditions like cancer, rheumatoid arthritis, and multiple sclerosis. Coverage depends on where your prescription is filled and whether your provider files the claim with HMSA or CVS. Generally, if filled at a pharmacy, coverage is provided under your prescription drug plan, and if filled elsewhere (e.g., an inpatient hospital facility, a hospital-based outpatient treatment center, doctor's office, etc.), coverage is provided under your medical plan. Present both your HMSA and CVS ID cards at your doctor's office or any provider facility to ensure coverage of your medication. Please note that there is no coordination of benefits for specialty drugs across HSTA VB HMSA medical and CVS prescription drug plans. For information about coverage under the HMSA medical plan, refer to HMSA's Guide to Benefits, or contact HMSA.

For assistance with specialty prescriptions or to locate a specialty network pharmacy, call **1-855-801-8263**. For assistance with ordering specialty prescriptions at CVS Specialty, call **1-800-896-1464**.

Utilization Management Programs

In an ongoing effort to effectively manage the prescription drug benefit, certain medications are subject to clinical guidelines as part of the prescription benefit plan design. The drug benefit includes the following four clinical guidelines:

1. **Quantity Limitations** – Ensures participants receive the medication in the quantity considered safe by the Food and Drug Administration (FDA), medical studies, and input, review, and approval from the CVS Caremark National Pharmacy and Therapeutics (P&T) Committee.
2. **Generic Step Therapy Program (GSTP)** – The EUTF encourages the use of generic medications as an alternative to certain brand medications as an affordable and effective form of treatment for many health conditions. In an effort to promote use of generic medications, CVS Caremark has a generic step therapy program in place for all HSTA VB active employees. For certain brand

drugs, GSTP may require that you try generic drug treatment(s) prior to the use of a brand drug. Please contact CVS Caremark Customer Care at **1-855-801-8263** for more information. Also see section labeled Dispensed as Written (DAW 2) Program on the below.

- 3. Prior Authorization (PA)** – Clinical prior authorization is a special pre-approval process to ensure that certain therapy treatments or supplies are medically necessary before they are covered by the plan.
- 4. Specialty Guideline Management (SGM)** – SGM uses evidence-based care plans and medication management outreach programs to help participants use these complex medications properly. All specialty medications require prior authorization. Physicians may call SGM at **1-808-254-4414** to obtain prior authorization.

Dispensed as Written (DAW 2) Program

The Dispensed as Written Program promotes the use of a generic equivalent medication, when available, in place of the associated brand-name medication. The standard generic copayment will apply. However, if a participant chooses to use a brand medication rather than the generic equivalent, then the copayment becomes the standard generic copayment plus the difference in the cost of the generic and brand medication.

Maximum Out-of-Pocket Under the CVS Caremark Prescription Drug Plan

The CVS Caremark prescription drug plan is bundled with the HMSA medical plan that you select. If you change from one HMSA medical plan to another during open enrollment, your drug maximum out-of-pocket (MOOP) may change on the effective date of your new plan selection.

All applicable in-network drug copayments and coinsurance are accumulated on a calendar-year basis toward an annual MOOP amount. Once the MOOP amount is met, you will no longer pay applicable copayments and coinsurances for covered prescription drugs while enrolled in that plan for the remainder of the calendar year. If you change to a plan with a higher MOOP amount, you are responsible for meeting the new MOOP level, but all prior applicable copayments and coinsurance paid within the same calendar year toward one CVS Caremark plan can be credited toward the new MOOP amount for the new plan. If you change to a plan with a lower MOOP amount, there are no refunds of copayments or coinsurance paid toward the higher MOOP of the prior plan that are over the amounts of the MOOP for the new plan. All in-network copayments and coinsurance paid are applied prospectively to the applicable MOOP amount based upon the plan the member is enrolled in at the time.

HSTA VB Medical Plan Summaries

HSTA VB Medical and Prescription Drug – PPO and HMO Plan Coverage

MEDICAL	HMSA 90/10 PPO Plan		HMSA 80/20 PPO Plan		Kaiser Permanente Comprehensive HMO Plan ¹
	In-Network	Out-of-Network ²	In-Network	Out-of-Network ²	HMO Network
Calendar Year Deductible ³	None	\$100/person \$300/family	None		None
Calendar Year Maximum Out-of-Pocket Limit ³	\$2,000/person \$4,000/family		\$2,500/person \$5,000/family		\$2,000/person \$6,000/family
Physician Office Visit	10%	30%	20%		\$15
Online Care (through hmsaonlinecare.com or kp.org)	No charge	Not covered	No charge	Not covered	No charge
Urgent Care Visit	10%	30%	20%		\$15 (in area) 20% (out of area)
Emergency Room	10%	10% ⁴	20%		\$50
Ambulance Air	10%	10% ⁴	20%		20%
Ambulance Ground	10%	30%	20%		20%
Inpatient Hospital Services	10%	30%	20%		No charge
Outpatient Surgery	10%	30%	20%		\$15
Outpatient Testing, Lab, and X-Ray Services	10%	30%	Lab: No charge Diagnostic testing and X-ray: 20%		\$15 per day
Annual Physical Exam	No charge	No charge ⁴	No charge		No charge
Well-Child Office Visit	No charge	30% ⁴	No charge		No charge
Preventive Screening	No charge	30%	No charge		No charge
Inpatient Mental Health	10%	30%	20%		No charge
Outpatient Mental Health	10%	30%	20%		\$15
Hearing Aids	10%	30%	20%		20%
	1 device per ear every 60 months		1 device per ear every 60 months		1 device per ear every 36 months
Chiropractic Services (administered through American Specialty Health, Inc.)	\$12 for up to 20 visits per calendar year	Not covered	\$12 for up to 20 visits per calendar year	Not covered	\$12 for up to 20 visits per calendar year

1 Kaiser Permanente Members only:

- a. Except for certain situations described in your Group Agreement and Guide to Your Health Plan, 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 HMSA Members: If you receive services from an out-of-network provider, you are responsible for the copayment or coinsurance plus any difference between the actual charge and the eligible charge, except for emergency services, air ambulance, and services from out-of-network providers received at an in-network facility.

3 Amounts paid toward the deductible and the maximum out-of-pocket are measured on a calendar-year basis. However, if your new plan effective July 1, 2023, is with the same carrier, the amounts paid January 1, 2023 – June 30, 2023, will apply to your new plan deductible and maximum out-of-pocket. No refunds will be issued.

4 Deductible does not apply.

HSTA VB Medical and Prescription Drug – PPO and HMO Plan Coverage

PRESCRIPTION DRUG	CVS Caremark ⁵ HSTA VB HMSA PPO Plans		Kaiser Permanente Comprehensive HMO Plan	
	In-Network Pharmacy/ Mail Order ⁷	Out-of-Network Pharmacy ⁶	HMO Network	Mail Order ⁷
Calendar Year Maximum Out-of-Pocket Limit	\$4,350/person \$8,700/family		Applies toward the medical maximum out-of-pocket	
Day Supply	30/60/90	30/60/90	30/60/90	
Generic	\$5/\$9/\$9	\$5/\$9/\$9 + 30% of eligible charges	\$10/\$20/\$30	\$10/\$20/\$20
Brand	\$15/\$27/\$27	\$15/\$27/\$27 + 30% of eligible charges	\$10/\$20/\$30	\$10/\$20/\$20
Insulin	\$5/\$9/\$9	\$5/\$9/\$9 + 30% of eligible charges	\$10/\$20/\$30	Not available through Mail Order
Diabetic Supplies	No charge	No charge	50% of eligible charges	
Oral Contraceptives (up to a 12-month supply)	No charge	No charge	No charge	
Oral Oncology	No charge	30% of eligible charges	No charge	

⁵ This plan is the prescription drug coverage for the HMSA PPO medical plans and is administered by CVS Caremark.

⁶ If you receive services from an out-of-network pharmacy, you are responsible for the copayment + coinsurance and any cost difference between the actual and the eligible charge. These out-of-network costs are not applicable to the annual maximum out-of-pocket (MOOP). Please note that specialty medications and injectables are covered under this plan and are subject to the applicable generic or preferred-brand copayment. Mail order is not a benefit through out-of-network vendors.

⁷ For more information on Mail Order, please call CVS Caremark at **1-855-801-8263** or Kaiser Permanente at **1-808-643-7979**.

Please note: Medications prescribed for treatment that are not approved by the Food and Drug Administration (FDA) are excluded from the plan.



Dental Benefits

Your dental benefits are provided by Hawaii Dental Service (HDS), and summaries of the plan benefits are shown in the table that follows.

For full plan details, including a plan brochure, visit the HDS dedicated EUTF page at hawaiidental-service.com/eutf.

In-Network and Out-of-Network Dentists

To maximize your benefits and help minimize your out-of-pocket costs, it's best to visit an HDS dentist. To find an HDS dentist, you can search online at hawaiidental-service.com/eutf or contact the HDS Customer Service team.

If you choose to have services performed by a dentist that is not part of the HDS provider network (an out-of-network dentist), you are responsible for the difference between the dentist charges and the amount paid by HDS in accordance with your plan. In most cases, you will need to pay in full at the time of service. The out-of-network dentist will render services and may provide you with the completed claim form (universal ADA claim form) to submit to HDS. You can mail the completed claim form for processing to:

HDS – Dental Claims
900 Fort Street Mall, Suite 1900
Honolulu, HI 96813-3705

HDS Online

Access your online account at the HDS dedicated EUTF page: hawaiidental-service.com/eutf. Through your HDS 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 download benefit statements from the convenience of your home computer or mobile device.

Register to access your HDS account online:

- Go to hawaiidental-service.com/eutf.
- Click on **Login to EUTF Member Portal** to sign in or register for an online account.
- Follow the directions on-screen to create a new account.
- Complete the **Account Registration** form.
- Select **Yes to Request electronic Explanation of Benefits**.

HDS will then send you an email to activate your account. Please be sure to click on the link.

Please note that HDS members 18 years and older must register for their own account.

Dental Benefits Coverage Charts

EUTF, HSTA VB, and HSTA VB Supplemental Dental Plans

DENTAL BENEFIT	EUTF and HSTA VB	HSTA VB Supplemental	
Plan Maximum	\$2,000	\$750	
Deductible per Plan Year (July 1 – June 30)	\$50/person	None	Does not apply to benefits covered at 100% and orthodontics
	Plan Covers	Plan Covers	Frequency/Time Limitations
Diagnostic			
Examinations	100%	50%	2 per calendar year
Bitewing X-Rays	100%	50%	2 per calendar year through age 14 1 per calendar year ages 15 and older
Other X-Rays	100%	50%	Full mouth X-rays limited to 1 every 5 years
Preventive			
Cleanings Additional cleanings or gum maintenance covered at 100% 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%	50%	2 per calendar year
Fluoride Additional fluoride treatments covered at 100% for members with a history of certain cancers, Sjögren's syndrome, or at medical risk for cavities	100%	50%	EUTF: 2 per calendar year through age 19 HSTA VB and HSTA VB Supplemental: 1 per calendar year through age 19
Silver Diamine Fluoride (SDF)	100%	50%	Up to 6 teeth per service date and fillings covered after 30 days of SDF treatment
Space Maintainers	100%	50%	Through age 17
Sealants	100%	50%	Through age 18 1 treatment per tooth per lifetime to permanent molars with no prior fillings on biting surfaces
Basic Care			
Fillings	80%	45%	Silver fillings; White-colored fillings limited to front teeth. White fillings on back teeth will be processed as the alternate benefit of the metallic equivalent; the patient is responsible for the cost difference up to the amount charged by the dentist.
Root Canals	80%	45%	
Gum/Bone Surgeries and Maintenance	80%	45%	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
Oral Surgeries	80%	50%	

DENTAL BENEFIT	EUTF and HSTA VB	HSTA VB Supplemental	
	Plan Covers	Plan Covers	Frequency/Time Limitations
Major Care			
Crowns	60%*	45%	1 every 5 years per tooth when teeth cannot be restored with silver or white fillings Note: Composite (white) and porcelain (white) restorations on posterior (back) teeth will be processed as the alternate benefit of the metallic equivalent; the patient is responsible for the cost difference up to the amount charged by the dentist.
Fixed Bridges and Dentures	60%*	45%	1 every 5 years per tooth ages 16 and older
Implants	60%*	50%	EUTF: 1 every 5 years per tooth ages 19 and older HSTA VB and HSTA VB Supplemental: 1 every 5 years per tooth ages 16 and older. Implants are covered as an alternate benefit when one tooth is missing between two natural teeth.
Other Services			
Adjunctive General Services	80%	45%	
Athletic Mouth Guards	80%	45%	1 every 24 months through age 18
Emergency Treatment of Dental Pain (Palliative Treatment)	100%	50%	1 per visit per dental office for relief of pain
Orthodontics	50%	100%	EUTF and HSTA VB: Maximum amount payable by HDS for an eligible patient shall be \$1,000 lifetime per case, paid in eight quarterly payments of \$125. HSTA VB Supplemental: Maximum amount payable by HDS for an eligible patient shall be \$750 lifetime per case, paid in eight quarterly payments of \$93.75. Orthodontic services are not covered: <ul style="list-style-type: none"> • If services were started prior to the date the patient became eligible under this employer's plan. • If a patient's eligibility ends prior to the completion of the orthodontic treatment, payments will not continue. • If your employer elects to remove the orthodontic benefit, coverage will end on the last day of the month that the change occurred.

* Coverage for these services is available after a waiting period of 12 months of continuous enrollment in the plan. If a subscriber has met the 12-month waiting period, his/her dependents will have met the waiting period requirement as well.

For the Dental Benefits Summary charts that list other covered services, limitations, and exclusions, visit the HDS dedicated EUTF page (hawaiidentalsservice.com/eutf). Scroll down to download the appropriate Dental Plan Benefits Brochure for your group (EUTF Actives, HSTA VB Actives, HSTA VB Supplemental Actives).

Vision Benefits

Your vision benefits are provided by Vision Service Plan (VSP), and a summary of the plan's benefits is shown in the table that follows.

In-Network and Out-of-Network Providers

You get the best value from your VSP benefit when you visit a VSP doctor. If you see a non-VSP provider, you'll typically pay more out of pocket. You'll pay the provider in full and have 12 months to submit a claim to VSP for partial reimbursement, less plan copayments. Before seeing an out-of-network provider, call VSP at **1-866-240-8420**, or go online at [vsp.com](https://www.vsp.com) to search for a VSP doctor near you.

No ID Cards

There are no ID cards issued for VSP members. Simply notify your vision provider that you are a VSP member, and VSP providers will file a claim to VSP. You can download and print an ID card by setting up an online account at [vsp.com](https://www.vsp.com).

VSP.com

Register at [vsp.com](https://www.vsp.com) to check your eligibility status for services, view your personalized benefit information, find a VSP doctor (nationwide), and get a Vision Benefit Statement detailing your past service. If you want an ID card for your reference, you can download and print one or bring up an electronic ID card on your smartphone!

To register, follow these simple steps:

1. Visit [vsp.com](https://www.vsp.com).
2. Click on **CREATE AN ACCOUNT** at the top of the page.
3. Enter the member's SSN or member ID number.
4. Enter the member's first and last name.
5. Enter the member's date of birth.
6. Click **CONTINUE**.
7. Follow the steps to create a username and password.

Extra Discounts and Savings From VSP Providers

Glasses and Sunglasses

- Average 35%–40% savings on lens enhancements (such as tints, progressive lenses, anti-scratch coatings, etc.)*
- 30% off additional glasses and sunglasses, including lens enhancements, 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

Contact Lenses

- 15% off cost of contact lens exam (fitting and evaluation)
- VSP partners with leading contact lens manufacturers to provide VSP members with exclusive offers. Check out [vsp.com](https://www.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 sunglasses from any VSP doctor.

Retinal Screening

- Maximum \$39 copay for routine retinal screening as an enhancement to your annual eye exam*

* Discounts not applicable at retail locations such as Costco, Walmart, and Sam's Club

Essential Medical Eye Care

Essential Medical Eye Care is supplemental coverage (in coordination with your medical coverage) for urgent and medical eye care.

Services include:

- Fully covered retinal screening for members with diabetes
- Treatment of pink eye, eye injury, foreign body removal, and sudden changes in vision
- Services to treat and monitor ongoing conditions, such as dry eye, diabetic eye disease, glaucoma, and cataracts

VISION SERVICE PLAN (VSP)					
VISION BENEFIT	Frequency	In-Network	In-Network Extra Discounts/Savings*	Out-of-Network Plan Pays	
Exam	Every plan year	\$10 copay	Retinal screening: \$39 copay max	Up to \$45	
Prescription Glasses		\$25 copay	N/A		
Frame	Every other plan year	\$150 allowance	20% off out-of-pocket cost	Up to \$47	
Lenses					
Single-vision lenses	Every plan year	Included in \$25 copay	Lens enhancements: Average 30-40% savings Additional glasses and sunglasses: 30% off 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	Up to \$45	
Lined bifocal lenses				Up to \$65	
Lined trifocal lenses				Up to \$85	
Standard progressive lenses		Lens enhancements: Average 30-40% savings Additional glasses and sunglasses: 30% off 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		Up to \$85	
Premium progressive lenses					
Custom progressive lenses					
Lenticular lenses					Up to \$125
Polycarbonate lenses for dependent children up to age 18					Not covered
UV protection					
Contact Lenses (instead of glasses)					
Contact lenses fitting and evaluation	Every plan year	\$60 copay max	15% off	Not covered	
Contact lenses (elective)		\$130 allowance	N/A	Up to \$105	
Contact lenses (medically necessary)		No charge	N/A	Up to \$210	
Essential Medical Eye Care					
Retinal screening for members with diabetes	As needed	No charge	N/A	Not covered	
Additional exams and services to treat urgent and medical eye care		\$20 per exam	N/A	Not covered	
Laser Vision Correction		Not covered	Average 15% off the regular price or 5% off the promotional price	Not covered	

* Discounts not applicable at retail locations such as Costco, Walmart, and Sam's Club

Life Insurance Benefits

Your life insurance benefit is provided through Securian Financial and is \$33,770 for active employees effective July 1, 2023.

Benefits will be reduced once you turn age 65 as follows:

- \$21,951 for participants age 65 through 69
- \$15,197 for participants age 70 through 74
- \$10,131 for participants age 75 through 79
- \$6,754 for participants age 80 and over

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

- **Conversion:** If your life insurance policy ends due to your retirement or the termination of your employment, you may convert your group term life coverage to an individual whole life insurance policy within the first 31 days after either event. You don't need to provide evidence of good health. If the life insurance policy is terminated, you may be eligible for a limited conversion—of up to \$10,000—if you were covered under the policy for five years prior to the policy termination date.
- **Portability:** This provision allows a terminated participant to continue their life insurance at a group discounted rate instead of an individual rate, provided they meet the eligibility requirements. You must apply for portability of your life insurance coverage within 31 days after your employment ends.
- **Accelerated benefit:** You may receive an early lump-sum payment of 100% of your life insurance benefit if a physician has deemed you terminally ill with a life expectancy of less than 12 months.
- **Repatriation benefit:** If you die at least 200 miles 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.** 24/7 online, pre-trip resources and support for emergency assistance and other services when traveling 50+ miles from home. 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 TELUS Health.** Comprehensive online, telephonic and in-person resources, including the opportunity to create a will for free and much more. Visit LifeBenefits.com/Lfg (username: lfg, password: resources) or call 1-877-849-6034.
 - **Legacy planning resources from Securian Financial.** You may visit Securian Financial's website (Securian.com/legacy) to access self-help tools for getting a person's affairs in order in advance, as well as for dealing with the loss of a loved one. In addition, Securian Financial's funeral concierge service allows for coverage verification and direct payment to the funeral home so that services can be provided before the insurance settlement becomes available.
 - **Beneficiary financial counseling from PricewaterhouseCoopers LLP.** Beneficiaries receiving \$25,000 or more will be invited to access professional guidance to help them make sound financial decisions regarding their policy proceeds. Resources include assessment, workbooks, newsletter, website access, and more. Information on how to access these services is provided with claims payment.

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 questions, contact Securian Financial toll-free at 1-877-291-8466, Monday through Friday, 7:30 a.m. to 6 p.m. HST, excluding State-observed holidays. You can also call the local office at 1-808-536-9890.

Premium Conversion Plan – State of Hawaii Employees Only

The Premium Conversion Plan (PCP) is a voluntary benefit plan, administered by the State Department of Human Resources Development (DHRD), which allows employees to purchase their health benefit plans offered through the EUTF on a pretax basis.

This tax savings benefit is made possible because the PCP qualifies as a Cafeteria Plan within the meaning of Section 125 of the Internal Revenue Code of 1986 (“Code”), as amended. This means that, by enrolling in the plan, the employee is authorizing the State to deduct health plan premium contributions from their gross pay **before** federal and State income taxes and Social Security taxes are withheld, which should result in an increase in take-home pay. For more information, visit the DHRD website at dhrd.hawaii.gov.

Enrolling in the PCP

Annual Open Enrollment Period (OEP) – Current Employees

During the annual open enrollment period (OEP), employees may enroll, make changes to, or cancel their existing PCP enrollment without experiencing an IRS-qualifying change-in-status event. Employees wishing to enroll, change, or cancel their PCP enrollment shall make their selection by completing the Open Enrollment event in the EUTF Member Self-Service Portal at outfbenefits.hawaii.gov or in the “Plan Selection” section of the EUTF’s EC-1/EC-1H enrollment form and submit it to their departmental Human Resources Office (HRO) designee prior to the end of the OEP. The PCP effective date for OEP enrollments/changes shall be July 1, the start of the new plan year.

New Hires/Newly Eligible Employees

New employees or newly eligible employees who enroll in a health benefits plan offered by the EUTF, and whose payroll deductions are processed through the State Department of Accounting and General Services (DAGS) are eligible to participate in the PCP. Employees shall make their selection by completing the New Hire/Newly Eligible event in the EUTF Member Self-Service Portal at outfbenefits.hawaii.gov or in the “Plan Selection” section of the EUTF’s EC-1/EC-1H enrollment form and file it with their HRO designee. The PCP enrollment shall become effective as soon as administratively possible on a **prospective** basis from the date the form is received.

Note: Once an employee makes a PCP election (e.g., enroll or waive coverage), it is not permissible to make any changes or cancellations to their election until the next designated OEP or unless an IRS-qualifying change-in-status event occurs. Basically, the IRS is saying, in exchange for the tax savings, the election must continue for the entire Plan Year which normally runs July 1 through June 30 each year.

EUTF Administrative Rules require that online enrollment or EC-1/EC-1H enrollment forms must be submitted within forty-five (45) days of the date of hire or event that made the employee newly eligible for coverage.

Making Changes

During the plan year, the only way an employee may make a PCP election change is if:

- The employee has an allowable IRS change-in-status event (e.g., marriage, birth or adoption, divorce, etc.);
- The change being requested is on account of and consistent with the IRS change-in-status event; and
- The PCP Election Change Form (PCP-2) is submitted to the employee’s HRO designee within ninety (90) calendar days of the date of the qualified status change event.

The PCP enrollment, change, or cancellation shall become effective as soon as administratively

possible, on a **prospective** basis (except in the case of a new child, which may be retroactive to the date of birth, adoption, or placement for adoption) provided the forms are submitted within ninety (90) calendar days of the event.

Note: The PCP is not a health insurance coverage, rather it is a tax exemption type of benefit. Therefore, the PCP and EUTF have different administrative rules and are separately administered. Please refer to the **Common Qualifying Events - Additions and Deletions** on pages 54-58 for submission dates.

PCP Administrative Rules

To keep the PCP Plan qualified under the Code, the State must administer the plan in strict compliance with certain rules and regulations, such as those dealing with enrollments and cancellations. As such, by electing to participate in the PCP, please note that:

1. It is not permissible to make any changes to your PCP election (e.g., enroll or waive coverage) until the next OEP or unless an IRS-qualifying change-in-status event occurs.
2. Your authorization and enrollment in PCP will automatically continue year to year for the duration of the plan until you change or cancel your participation in the PCP during the OEP or as provided under number 3 below.
3. When you have an IRS-qualifying change-in-status event (e.g., marriage, birth or adoption, divorce, etc.), you must submit the PCP-2 form within ninety (90) calendar days of the date of the event, to change or cancel your reduction in pay (otherwise, changes or cancellations are only allowed during the OEP). To avoid the risk of losing money (forfeitures), you need to submit forms in a timely manner. Allowable changes/cancellations in pretax payroll deductions are always done **prospectively** after the HRO designee receives the PCP-2 forms, never retroactively, except in the case of a new child, as noted on the previous page.
4. The Special Enrollment of a newborn/newly adopted child may be retroactive to the date of birth/adoption/placement for adoption, provided the form is submitted within ninety (90) calendar days.
5. Your PCP payroll deduction, in the absence of an allowable IRS-qualifying change-in-status event cannot be changed or cancelled for the current plan year.
6. If you change/cancel your EUTF health insurance plan coverage, but your change/cancellation is not allowable under PCP rules, your PCP payroll deduction will remain in effect through the end of the plan year, and your payments will be forfeited until PCP change/cancellation forms are received during the next OEP.
7. If you cover your domestic partner or civil union partner (DP/CU), and your DP/CU meets the definition of a “qualified dependent” under Section 152 of the Code and qualifies as your dependent for federal income tax purposes, you may deduct the entire premium contribution on a pretax basis. Otherwise, the contribution amount for your DP/CU shall be done on an after-tax basis. You must submit the PCP Domestic/Civil Union Partnership Acknowledgement form (PCP-DP/CU), which can be obtained from your HRO designee or the DHRD website at dhrd.hawaii.gov.

Please keep in mind that this is only a summary of HRS Chapter 14-51, “Premium Conversion Plan,” and is not the complete text.

County of Maui employees can also enroll, make changes to, or cancel their pre-tax enrollment through the EUTF Member Self-Service Portal or by using the EC-1 enrollment form during Open Enrollment or upon experiencing a Qualifying Event. The County of Maui administers the pre-tax program for their employees. Employees may contact the County of Maui for more information regarding their pre-tax program.

Eligibility and Enrollment

Eligibility

Eligibility for coverage is determined by the Hawaii Revised Statutes (HRS) and EUTF Administrative Rules adopted by the EUTF Board of Trustees. If you have any questions concerning eligibility provisions, please refer to the EUTF Administrative Rules posted on the EUTF Member self-service portal at eutfbenefits.hawaii.gov and the EUTF website at eutf.hawaii.gov.

Employee Eligibility

The following persons are eligible to enroll as employee-beneficiaries in plans offered or sponsored by the EUTF for active employees:

- An eligible employee, including an elective officer of the State, County, or legislature
- The surviving spouse, domestic partner, or civil union partner (DP/CUP) of an employee killed in the performance of duty, provided the spouse or DP/CUP does not remarry or enter into another domestic or civil union partnership, shall be enrolled in retiree plans
- The unmarried child of an employee killed in the performance of duty, provided the child is under the limiting age, as defined in the EUTF Administrative Rule 1.02 or is an adult disabled child in accordance with the EUTF Administrative Rule 3.01(b)(3) and does not have a surviving parent who is eligible to be an employee-beneficiary, shall be enrolled in retiree plans

Dependent Eligibility

The following persons shall be eligible for coverage as dependent-beneficiaries in the benefit plans offered or sponsored by the EUTF for active employees:

- The employee's spouse, domestic partner, or civil union partner (DP/CUP).
- The employee or spouse's/DP's/CUP's children under the age of 26 (for medical and prescription drug coverage). This includes children by birth, marriage (stepchild), or adoption or placement for adoption. For children covered under legal guardianship, their coverage will terminate at age 18.
- For dental and vision coverage, unmarried dependent children under age 19 and from age 19 through age 23 if they are full-time students. For children covered under legal guardianship, their coverage will terminate at age 18.
- Coverage can be continued for an unmarried child, regardless of age, who is incapable of self-support due to mental/physical incapacity that existed prior to the child reaching age 19.

Annual Certification of Student Status

EUTF Administrative Rules 1.02 and 5.05(b) specify that unmarried dependent-beneficiaries ages 19–23 who are full-time students may enroll in dental and/or vision plans. In order to maintain enrollment, student certification must be renewed annually. Student certification must be submitted to the EUTF 15 days prior to the dependent's birthday in order to avoid termination of their dental and/or vision plans. However, you have up to 45 days from the dependent-beneficiary's date of birth to submit their full-time student certification, and their coverage will be reinstated. Acceptable forms of student certification include:

- Signed letter from the school's registrar written on the school's letterhead indicating full-time student status
- A student enrollment verification form from studentclearinghouse.org

Copies of a class schedule, payment of tuition, or similar documents will not be accepted. The EUTF will mail a courtesy reminder a few months prior to the dependent's birthday.¹

¹ For dependents with a date of birth falling in the summer months of June through August, please submit proof of full-time student status for the previous spring semester.

IT IS YOUR RESPONSIBILITY TO NOTIFY THE EUTF WHEN DEPENDENTS ARE NO LONGER FULL-TIME STUDENTS.

Dependent(s) under vision and dental who are no longer full-time students or who have married will be terminated at the end of the appropriate pay period.

Special Eligibility Requirements for Domestic and Civil Union Partners

Domestic Partner (DP): A person in a spouse-like relationship with an employee-beneficiary who meets the following requirements:

- Intend to remain in a domestic partnership with each other indefinitely
- Have a common residence and intend to reside together indefinitely
- Jointly and severally responsible for each other's basic living expenses incurred in the domestic partnership such as food, shelter, and medical care
- Neither are married or a member of another domestic partnership
- Not related by blood in a way that would prevent them from being married to each other in the State of Hawaii
- Both at least 18 years of age and mentally competent to contract
- Consent to the domestic partnership has not been obtained by force, duress, or fraud
- Both sign and file a notarized declaration of domestic partnership affidavit with the EUTF

An employee may enroll a domestic partner's children as dependents so long as the children meet the EUTF eligibility requirements applicable to the enrollment of dependent children.

Civil Union Partner (CUP): A person who has entered into a civil union under the rules established by the State Department of Health. Employees may also enroll a civil union partner's children as dependents so long as the children meet the EUTF eligibility requirements applicable to the enrollment of dependent children.

Note: There may be federal and State income tax consequences with employer-paid coverage for domestic partners, and federal income tax consequences with employer-paid coverage for civil union partners. If your domestic partner does not qualify as your dependent for tax purposes, a portion of the premium paid for your domestic partner will be deemed taxable income and reported to you on the appropriate federal or State tax form. If your civil union partner does not qualify as your dependent for tax purposes, a portion of the premium paid for your civil union partner will be deemed taxable income and reported to you on the appropriate federal tax form. Consult your tax advisor to determine your domestic or civil union partner's status. If you determine that your domestic or civil union partner is a dependent, submit a completed Affidavit of "Dependency" for Tax Purposes (available along with information/instructions on the EUTF Member self-service portal at outfbenefits.hawaii.gov and the EUTF website at eutf.hawaii.gov) to the EUTF.

Enrollment

Employee-Beneficiary Responsibility

Employee-beneficiaries are responsible for:

- Providing current and accurate personal information as prescribed in this booklet;
- Paying the employee's premium contributions in the amount or amounts provided by statute, or an applicable bargaining unit agreement;
- Paying the employee's premium contributions at the times and in the manner designated by the Board; and
- Complying with the EUTF's Administrative Rules.

Employer Responsibility

Any public employer whose current or former employees participate in EUTF benefit plans is responsible for:

- Providing information as requested by the EUTF under section 87A-24(9) of the HRS;
- Paying the employer's premium contributions in the amount or amounts provided by statute or an applicable bargaining unit agreement and at the times and in the manner designated by the Board;
- Assisting the EUTF in distributing information to and collecting information from the employee-beneficiaries;
- Complying with the EUTF's Administrative Rules; and
- Notifying EUTF immediately following termination, transfer, and bargaining unit changes or death.

How to Enroll

To enroll in EUTF health plans, submit enrollment requests and required supporting documents through the EUTF Member self-service portal at eutfbenefits.hawaii.gov. If you don't enroll through the EUTF Member self-service portal, submit your completed EC-1/EC-1H enrollment form and required supporting documents to your Departmental Human Resource Office, County Personnel Office, or DOE-EBU, P.O. Box 2360, Honolulu, HI 96804 (DOE employees). If you do not enroll eligible members of your family within 45 days (180 days for newborns and 90 days for acquiring non-EUTF coverage) from the time you or they first become eligible, you must wait until you experience a qualifying event or wait until the next open enrollment period. The plan year for active employees begins July 1 and ends June 30 of the following year.

Confirmation Notice and ID Cards

Once your enrollment is processed by the EUTF, you will be sent a Confirmation Notice indicating your enrollment and dependents covered (if any). Please review the Confirmation Notice and contact the EUTF if any errors are identified.

The EUTF will notify the health insurance carriers of your new enrollment, and you should receive identification cards from the insurance carriers shortly after. ID cards are not issued for Verdegard Administrators, American Specialty Health Group, Inc., Securian Financial, and VSP, as ID cards are not required to receive services.

Dual Enrollment Between Two EUTF Plans Is Not Allowed

No person may be enrolled in any EUTF benefit plan as both an employee-beneficiary and dependent-beneficiary, nor may children be enrolled by more than one employee-beneficiary (dual enrollment).

Employee and Spouse Both State and/or County Employees

In addition, if you and your spouse/DP/CUP are both employee-beneficiaries, the employer contribution cannot exceed a family plan contribution in accordance with Chapter 87A-32(3), HRS.

When Can You Enroll?

Eligible employees may enroll in EUTF plans by submitting enrollment requests and required supporting documents through the EUTF Member self-service portal at eutfbenefits.hawaii.gov or during regular or limited enrollment periods described in EUTF Administrative Rules. If you don't enroll through the EUTF Member self-service portal, submit your completed EC-1/EC-1H enrollment form and required supporting documents to your Departmental Human Resource Office, County Personnel Office, or DOE-EBU, P.O. Box 2360, Honolulu, HI 96804 (DOE employees). These enrollment periods include the following:

- **Within 45 days of initial hire date or newly eligible date.** A New Hire/Newly Eligible Enrollment Guide for EUTF benefits is available on the EUTF Member self-service portal at eutfbenefits.hawaii.gov and on our website at eutf.hawaii.gov.

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- **During the open enrollment period.**
 - **If you experience a qualifying event.** Please refer to the Common Qualifying Events Additions and Deletions Charts on pages 54-58.

IMPORTANT: After the open enrollment period is completed (or, if you are a new hire, after your initial enrollment election period is over), generally you will not be allowed to change your benefit elections or add/delete dependents until next year's open enrollment, unless you have a Special Enrollment Event or a qualifying event. See Common Qualifying Events Additions and Deletions on pages 54-58.

End of Coverage

Common situations resulting in loss of coverage for you and your dependents include:

- Required premium payments are not made
- Death, subject to exceptions
- Noncompliance with the EUTF Administrative Rules
- Filing of fraudulent claims
- Dependent reaches the limiting age, or divorce; or losing full-time student status for dental/vision coverage

IMPORTANT: If any of your dependents are no longer eligible due to a divorce, legal separation, reaching the limiting age, or losing full-time student status (for dental and vision), they cannot continue coverage under EUTF plans (except under available COBRA continuation coverage). You are required to notify the EUTF and make these terminations when these events occur. Do not wait for open enrollment to submit terminations.

Effective Dates of Coverage for New Hires and Newly Eligible Employees

You have three choices of when you would like your coverage to begin:

1. Your date of hire or date you become newly eligible for EUTF benefits
2. First day of the first pay period from your date of hire or date you become newly eligible for EUTF benefits (the 1st or the 16th of the month)
3. First day of second pay period from your date of hire or date you become newly eligible for EUTF benefits (the 1st or the 16th of the month)

For example, if the date of hire or date you became newly eligible is January 3, 2024:

- Option 1 effective date of coverage: January 3, 2024
- Option 2 effective date of coverage: January 16, 2024
- Option 3 effective date of coverage: February 1, 2024

Although your coverage begins on the date you select, your enrollment may not be processed right away. Therefore, if you need to fill a prescription or go to the doctor prior to receiving your ID cards, you should email EUTF at eutf@hawaii.gov. In the email subject line type "URGENT - Confirmation of coverage needed." EUTF checks this email daily and will contact the carrier to rush your enrollment after it receives the online enrollment or EC-1/EC-1H.

If you are a **newly hired employee or enrolling in benefits for the first time**, your pay period deduction amounts may be **doubled** for at least one (1) to two (2) pay periods to accommodate processing time and the payroll lag.

Transfer of Employment

If you terminate employment and are rehired by the same public employer within the same pay period or the next consecutive pay period, you are considered as having transferred employment and shall be treated as if continuously enrolled in the EUTF benefit plans. If you terminate employment and are rehired by a different public employer (e.g., State to County) within the same pay period

or the next consecutive pay period, you are allowed to change between plans, including adding or deleting dependents and changing coverage tiers.

For purposes of this section only, the different public employers are: (1) State, including executive, legislative, and judicial branches, Department of Education, University of Hawaii, Hawaii Health Systems Corporation, Office of Hawaiian Affairs, and all charter schools; (2) City and County of Honolulu and Board of Water Supply; (3) County of Hawaii; (4) County of Kauai; and (5) County of Maui.

Effective Date of Termination

In general, when an event causes you or your dependent's coverage to terminate, such termination will be effective on the first day of the first pay period following the occurrence of the event, e.g., divorce, end of domestic or civil union partnership, death, surviving spouse/partner remarries, or child ceases to be eligible for coverage. There may be certain instances in which the effective date of termination is different, e.g., on the last day of the month in which a dependent reaches the limiting age. You may obtain additional information by referring to the EUTF Administrative Rules, the EUTF Member self-service portal at eutfbenefits.hawaii.gov or on the EUTF website at eutf.hawaii.gov.

Rejection of Enrollment

Enrollment in EUTF benefit plans is contingent on meeting eligibility criteria detailed in the EUTF Administrative Rules. Enrollment applications may be rejected if incomplete. An enrollment application shall be rejected if:

- The application seeks to enroll a person who is not eligible to enroll in the benefit plan for which enrollment is requested;
- The application is not filed within the time limitations prescribed by the EUTF Administrative Rules (see **Common Qualifying Events Additions/Deletions** on pages 54-58);
- The application contains an intentional misstatement or misrepresentation of a material fact or contains other information of a fraudulent nature;
- The employee-beneficiary owes past-due contributions or other amounts to the EUTF; or
- Acceptance of the application would violate applicable federal or State law or any other provision of the rules.

Employee-beneficiaries will be notified by mail of the rejection of their enrollment application.

Authorized Leave of Absence Without Pay (LWOP) and Other Contribution Shortages

If you are going on an authorized leave without pay (LWOP), health plan options include:

- **Cancelling EUTF Coverage.** You may cancel your EUTF coverage by submitting an enrollment request through the EUTF Member self-service portal at eutfbenefits.hawaii.gov or by submitting an EC-1/EC-1H form within 45 days of the beginning of an LWOP. You must upload a copy of your L-1 form or attach a copy of your L-1 form to your EC-1/EC-1H form within 45 days of the beginning of an LWOP. Employees may reenroll in the same benefit plans upon return from an LWOP by submitting an enrollment request through the EUTF Member self-service portal at eutfbenefits.hawaii.gov or by submitting an EC-1/EC-1H form within 45 days of your return from an LWOP.
- **Continuing EUTF Coverage.** You may continue coverage while on an LWOP by submitting premium payments directly to the EUTF. Employees may submit payment to the EUTF using personal check, cashier's check, or money order. Premiums can also be paid electronically through automatic deductions from the employee's checking account, savings account, credit card, or with an electronic check. Information on electronic premium payment options can be found on the EUTF Member self-service portal at eutfbenefits.hawaii.gov or on the website at eutf.hawaii.gov.

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- If any employee on an LWOP fails to cancel EUTF plans by submitting an enrollment request through the EUTF Member self-service portal at eutfbenefits.hawaii.gov or by submitting an EC-1/EC-1H form or fails to continue coverage by making payments to the EUTF, he or she will be cancelled for nonpayment from all plans (except for the EUTF life insurance plan) and will not be able to re-enroll until the next open enrollment period (except for certain qualified leave under FMLA or USERRA, where coverage can be reinstated upon return from leave).

If at any time the EUTF fails to receive an employee-beneficiary's premium deduction or receives only a partial deduction from his/her payroll, he/she will receive a Contribution Shortage Reminder Notice from the EUTF.

If the employee-beneficiary fails to pay the premium shortage by the date specified in the Contribution Shortage Reminder Notice, his/her plans will be cancelled retroactive to the date of the last paid premium. Reinstatement of the terminated employee-beneficiary and their dependent's health benefit coverage which was cancelled for nonpayment, will be allowed if, within 60 days from the date of the notice of cancellation, payment is made in full of past and currently due premiums. To be eligible for reinstatement, the terminated member must not have been terminated for nonpayment of premiums within 12 months from the date of the notice of cancellation. Otherwise, employees may only re-enroll during the next open enrollment or qualifying event occurring within the next plan year, except in instances of return from FMLA or USERRA leave.

Address Changes

Employees are responsible for reporting address changes to their employer as soon as possible. Address changes for employees in departments under the State of Hawaii (including Executive Branch, Legislature, Office of Hawaiian Affairs, and Hawaii Health Systems Corporation) must be submitted through HiPAY. Once the address change is processed, the EUTF will notify the health carriers of your new address. Be advised that all address changes must go through your employer, as health plan carriers are not able to make changes.

Special Enrollment Notice

If you are declining enrollment for yourself or your dependents (including your spouse) because of other health insurance or group health plan coverage, you may be able to enroll yourself and your dependents in this plan if you or your dependents lose eligibility for that other coverage. However, you must request enrollment within 45 days of your or your dependents' other coverage ending.

In addition, if you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your dependents. However, you must request enrollment within 45 days after the marriage, adoption, or placement for adoption. You must request enrollment within 180 days after a birth.

You and/or your Dependents may also enroll in this Plan if you or your Dependents have coverage through Medicaid or a State Children's Health Insurance Program (CHIP) and you or your Dependents lose eligibility for that coverage or become eligible for a premium assistance program through Medicaid or CHIP. However, you must request enrollment within 60 days after the Medicaid or CHIP coverage ends or is determined to be eligible for such assistance.

Common Qualifying Events – Additions

Qualifying Event	Required Documents and Submission Deadline	Effective Date	Changes Allowed?
Adoption	Enrollment must be completed in the EUTF Member self-service portal* within 45 days of adoption or placement for adoption date. Adoption decree or placement for adoption documents, Social Security number, and birth certificate submitted within 45 days from the adoption date.	Employee 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.	No plan changes allowed if already enrolled. May enroll in plans if not already enrolled or may add dependents to current plans if already enrolled.
Birth	Enrollment must be completed in the EUTF Member self-service portal* within 180 days of birth date. Birth certificate and Social Security number must be submitted with enrollment. Hospital certificate is acceptable as temporary supporting document while awaiting birth certificate .	Employee 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.	No plan changes allowed if already enrolled. May enroll in plans if not already enrolled or may add dependents to current plans if already enrolled.
Civil Union	Enrollment must be completed in the EUTF Member self-service portal* within 45 days of civil union. Civil Union Certificate, Affidavit of Dependency, and Social Security number submitted within 45 days from the civil union date. Birth certificate, student certification (a letter from the school registrar's office or certificate from the National Student Clearinghouse, if applicable) and Social Security number if adding any dependent children within 45 days from the civil union marriage date.	Employee 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.	No plan changes allowed if already enrolled. May enroll in plans if not already enrolled or may add dependents to current plans if already enrolled.
Court Order (aka Qualified Medical Child Support Order-QMCSO) (to cover eligible dependent)	EUTF receives the order directly from the Child Support Enforcement Agency (CSEA). No EC-1/EC-1H is required if employee is already enrolled in plans. If not enrolled, employee has 45 days from the Event Date to submit an EC-1/EC-1H form .* If enrollment is not completed within 45 days, employee and child(ren) will be added to the lowest-cost PPO plan.	Event Date	Plan changes allowed if required by court order. May enroll in plans if not already enrolled or may add dependents to current plans if already enrolled.
Domestic Partnership	Enrollment must be completed through the EUTF Member self-service portal* within 45 days of notarized signature. Notarized Declaration of Domestic Partnership, Affidavit of Dependency & Acknowledgement, and two sets of documents showing proof of shared residency submitted within 45 days from the domestic partnership notary date. Documents available at eutf.hawaii.gov . Birth certificate, student certification (a letter from the school registrar's office or certificate from the National Student Clearinghouse, if applicable) and Social Security number if adding any dependent children within 45 days from the domestic partnership date.	Employee can choose: The Event Date (notary date), first day of the pay period following the Event Date, or first day of the 2nd pay period following the Event Date.	No plan changes allowed if already enrolled. May enroll in plans if not already enrolled or may add dependents to current plans if already enrolled.

* If a hardcopy EC-1 Form is preferred, please visit the EUTF website at eutf.hawaii.gov.

Common Qualifying Events – Additions

Qualifying Event	Required Documents and Submission Deadline	Effective Date	Changes Allowed?
Guardianship (Employee wishes to add child to EUTF plans)	Enrollment must be completed in the EUTF Member self-service portal* within 45 days of guardianship date. Guardianship decree, Social Security number, and birth certificate submitted within 45 days from the guardianship date	Employee 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.	No plan changes allowed if already enrolled. May enroll in plans if not already enrolled or may add dependents to current plans if already enrolled.
Loss of Coverage (Employee and/or dependent loses health coverage and wishes to enroll in EUTF or HSTA VB plans)	Enrollment must be completed in the EUTF Member self-service portal* 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, and names of any covered dependents. Birth certificate, student certification (if applicable), and Social Security number if adding any dependent children, marriage certificate if adding spouse, within 45 days of loss of coverage.	The first day following the day non-EUTF coverage was lost.	No plan changes allowed if already enrolled. May enroll in plans if not already enrolled or may add dependents to current plans if already enrolled.
Marriage	Enrollment must be completed in the EUTF Member self-service portal* within 45 days of marriage, along with marriage certificate and Social Security number. Birth certificate, student certification (a letter from the school registrar's office or certificate from the National Student Clearinghouse, if applicable), and Social Security number if adding any dependent children within 45 days from the marriage date.	Employee 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.	No plan changes allowed if already enrolled. May enroll in plans if not already enrolled or may add dependents to current plans if already enrolled.
Newly Eligible Student (Unmarried dependent age 19 through 23 becomes a full-time student)	Enrollment must be completed in the EUTF Member self-service portal* 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 certificate from the National Student Clearinghouse within 45 days from school start date.	Employee 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.	No plan changes allowed if already enrolled. May enroll in dental and/or vision plans if not already enrolled.
Eligible Student – yearly certification on child's birthdate (already enrolled in EUTF plans) (Unmarried dependent age 19 through 23 is a full-time student)	Enrollment must be completed in the EUTF Member self-service portal prior to child's birth date. Student certification: A letter from an accredited school on school letterhead with registrar's signature confirming full-time status or certificate from the National Student Clearinghouse within 45** days of student's birthdate. Transcripts are not accepted. No enrollment change request is required.	N/A	No plan changes allowed.

* If a hardcopy EC-1 Form is preferred, please visit the EUTF website at eutf.hawaii.gov.

** If proof of full-time student's status is not received prior to the student's birthdate, his/her coverage (dental and vision for Active Employee dependents) will be terminated effective the end of the pay period during which the birthdate occurs. If EUTF receives proof of full-time student status within 45 days from the student's birthdate, his/her coverage will be reinstated without a break in coverage.

Common Qualifying Events – Additions

Qualifying Event	Required Documents and Submission Deadline	Effective Date	Changes Allowed?
New Hire/Newly Eligible Employee (New employee wishes to enroll in EUTF plans)	Enrollment must be completed in the EUTF Member self-service portal* within 45 days from new hire/newly eligible start date. 1) Marriage certificate, Civil Union certificate, or Domestic Partnership forms (see above) if enrolling a spouse/DP; 2) Social Security number; 3) Birth certificate for dependent children; 4) Student certification from an accredited school on school letterhead with registrar's signature confirming full-time status or certificate from the National Student Clearinghouse, within 45 days from date of hire if enrolling a dependent age 19 through 23, in dental and/or vision.	Employee 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.	N/A
Retirement	EC-2 form and ERS Retirement Estimate Letter must be submitted within 60 days of retirement date. If Medicare-eligible, a copy of Medicare Part B ID card, Direct Deposit Agreement form, and letter from Social Security indicating Medicare Part B premium paid. If paying all or a portion of your health benefit premium, ERS Pension Deduction Form or ACH Deduction Form . All documents must be submitted within 60 days of retirement date.	Retirement Date	N/A
Return From Leave of Absence Without Pay (LWOP) (Applies only to employees who waived their plans while on LWOP or for USERRA or FMLA)	Enrollment must be completed in the EUTF Member self-service portal within 45 days after returning from an LWOP.	Employee 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.	Employee must enroll in the same plans (and with the same dependents, if eligible).

* If a hardcopy EC-1 Form is preferred, please visit the EUTF website at eutf.hawaii.gov.

Common Qualifying Events – Deletions

Qualifying Event	Required Documents and Submission Deadline	Effective Date	Changes Allowed?
Disenroll Due to Enrollment in Other Coverage (Employee or dependent gets coverage from another plan and wishes to cancel EUTF or HSTA VB plans)	Enrollment must be completed in the EUTF Member self-service portal* within 90 days of acquisition of coverage. Letter from carrier or employer detailing type of coverage enrolled in (i.e., medical, drug, dental, vision), effective date of coverage, and names of covered dependents within 90 days from the date of acquisition.	If coverage is gained on the 1st of the month, EUTF coverage ends on the last day of the month preceding. If coverage is gained on the 16th of the month, EUTF coverage ends on the 15th of the month. Otherwise, coverage ends on the first day of the pay period following the acquisition of non-EUTF coverage.	Employee may enroll in the supplemental health benefit plan effective the first day of the pay period following the cancellation of their EUTF coverage.
Child is No Longer a Full-time Student** (Employee must terminate dental and vision coverage for a child from age 19 through 23)	Enrollment must be completed in the EUTF Member self-service portal* as soon as the dependent child is no longer a full-time student.	Coverage ends on the first day of the pay period following the school's end date.	No
Death of Dependent	Enrollment must be completed in the EUTF Member self-service portal* as soon as reasonably practical. Death certificate or copy of obituary as soon as available.	Coverage ends on the date of the dependent's death or on the first day of the pay period following the dependent's death.	N/A
Divorce** (Employee must terminate coverage for former spouse and stepchildren or civil union partner)	Enrollment must be completed in the EUTF Member self-service portal* within 45 days of divorce; however, it will be accepted and processed regardless of when form is received. Submit pages 1 and 2 of divorce decree along with the signature page within 45 days from the date of the divorce.	If submitted within 60 days of the divorce, coverage ends on the first day of the first pay period following the divorce. If submitted 60+ days following the divorce, coverage ends prospectively on the first day of the first pay period following EUTF's receipt of the enrollment change request and the employee will be responsible for the employee and employer contributions of premiums for the ineligible dependent(s).	No
Legal Separation** (Employee may terminate coverage for spouse and stepchildren)	Enrollment must be completed in the EUTF Member self-service portal* within 45 days of date of legal separation. Court documents establishing legal separation along with the signature page within 45 days from separation date.	If submitted within 60 days, coverage ends on the first day of the first pay period following the legal separation. If submitted 60+ days, coverage ends prospectively on the first day of the first pay period following EUTF's receipt of the enrollment change request and the employee will be responsible for the employee and employer contributions of premiums for the ineligible dependent(s).	No

Note: Employers must notify EUTF of an employee's Demographic Change, Bargaining Unit change, or Death.

* If a hardcopy EC-1 Form is preferred, please visit the EUTF website at eutf.hawaii.gov.

** If the EUTF is not notified of ineligible dependent(s) within 60 days of their becoming ineligible, the affected dependent(s) coverage will be terminated prospectively, and the employee will be responsible for the employee and employer contributions of premiums for the ineligible dependent(s).

Common Qualifying Events – Deletions

Qualifying Event	Required Documents and Submission Deadline	Effective Date	Changes Allowed?
<p>Leave of Absence Without Pay Lasting More Than 30 Days (Employee may waive all plans excluding life insurance or continue coverage by paying his/her share of premium)</p>	Enrollment must be completed in the EUTF Member self-service portal* within 45 days from beginning of an LWOP to waive plans. L-1 form provided by the employer within 45 days from beginning of an LWOP.	If employee cancels plans, the cancellation is effective the first day of the pay period following the LWOP.	No
<p>Nonpayment Termination</p>	N/A	Coverage is cancelled as of the first day following the last period for which full payment was made. Employee can make a full payment of all contributions due within 60 days of the cancellation and have previous coverage reinstated, if coverage has not been cancelled due to nonpayment within 12 months of the date of the notice of cancellation.	N/A
<p>Termination of Domestic Partnership** (Employee must terminate coverage for domestic partner and domestic partner's dependents)</p>	Enrollment must be completed in the EUTF Member self-service portal* within 45 days of the termination of domestic partnership; however, it will be accepted and processed regardless of when it is received.	If submitted within 60 days of the termination of domestic partnership, coverage ends on the first day of the first pay period following the termination of domestic partnership. If submitted 60+ days following the termination of domestic partnership, coverage ends prospectively on the first day of the first pay period following the EUTF's receipt of the enrollment change request and the employee will be responsible for the employee and employer contributions of premiums for the ineligible dependent(s).	No
<p>Termination of Employment</p>	Termination Close of Business (COB) must be submitted by the Employer within 30 days of the termination. However, it will be accepted and processed regardless of when the form is received.	Coverage ends the first day of the pay period following the last day of employment.	N/A

Note: Employers must notify EUTF of an employee's Demographic Change, Bargaining Unit change, or Death.

*If a hardcopy EC-1 Form is preferred, please visit the EUTF website at eutf.hawaii.gov.

**If the EUTF is not notified of ineligible dependent(s) within 60 days of their becoming ineligible, the affected dependent(s) coverage will be terminated prospectively, and the employee will be responsible for the employee and employer contributions of premiums for the ineligible dependent(s).

Future Retirees

Applying for Your Retirement Benefits

Employees who wish to file for retirement must do so with the Employees' Retirement System (ERS). After filing for retirement with ERS, employees need to submit an EC-2 form and the following documents to the EUTF in order to obtain retiree health and life insurance benefits:

- Page(s) of the ERS Retirement Estimate Letter that reflect ERS Membership Date and Total Years of Service
- If you must pay a portion of your retiree health premiums, a completed ERS Pension Deduction Authorization Agreement or ACH Authorization Deduction Agreement

If you, your spouse/partner, or any child dependents enroll in the EUTF retiree medical and/or prescription drug plans and are eligible for Medicare (age 65+ or qualified disabled), you must also submit:

- Copy of your and/or your dependent's Medicare card (indicating enrollment in Medicare Part B)
- Medicare Part B Reimbursement Direct Deposit Agreement Form (and voided check if designating a checking account)
- Social Security Administration or Centers for Medicare & Medicaid Services letter for you and/or your spouse/partner indicating the Medicare Part B premium amount

Additional resources, including a Pre-Retirement Checklist, Medicare Checklist, Retiree Health Benefits Highlights Guide, required EUTF forms, and Medicare enrollment information are available on the EUTF website at eutf.hawaii.gov. The EUTF also conducts Pre-Retirement workshops and webinars. Please visit our website for more information on upcoming workshops and how to attend.

Enrollment or Changes in Enrollment Upon Retirement

An employee-beneficiary may enroll or change coverages in the health benefit plans offered or sponsored by the EUTF and obtain coverage for eligible dependent-beneficiaries when they become a retired member of the ERS as defined in 87A-1HRS. The effective date of the coverage shall be the first of the month on or after the employee-beneficiary's date of retirement, provided a completed enrollment application is received by the EUTF within sixty (60) days of retirement or within sixty (60) days of certification from the ERS of a disability retirement. Retired employee-beneficiaries are eligible to enroll in EUTF benefit plans during the next open enrollment period for enrollment applications received more than sixty (60) days after the date of retirement.

Portability of Annual Maximums and Annual Limits Between Active and Retiree Plans

If you are thinking about retirement during the upcoming plan year, you should consider plan annual maximums and annual limits for medical, dental, vision, and prescription drug benefits. Retiree prescription drug plans have an annual maximum for specialty drugs only. **Benefits that are paid under the active employee plans are counted against the maximums and limitations of the retiree plans of the same carrier if they occur within the same calendar year.**

Medical Maximum Out-of-Pocket Example

Jane is an active employee in the EUTF HMSA 90/10 PPO Plan. On July 1, 2023, Jane meets her \$2,000 calendar-year maximum out-of-pocket under the plan. She incurs additional medical expenses of \$100 in August 2023, which are paid at 100% since her maximum out-of-pocket was satisfied. Jane retires on September 1, 2023, and enrolls in the EUTF HMSA Non-Medicare Retiree PPO plan. She proceeds to have additional medical services totaling \$1,000 before the end of 2023.

As an active employee, Jane's maximum out-of-pocket was \$2,000 per calendar year, but as a retiree, her maximum out-of-pocket is \$2,500 per calendar year. Therefore, instead of 100% coverage for the additional \$1,000 of medical expenses, Jane is responsible for 10% on \$500 of the additional expenses, to meet the \$2,500 maximum out-of-pocket under her retiree plan.

Medical Deductible Example

On January 1, 2023, Jill was an active employee enrolled in the EUTF HMSA 90/10 PPO Plan. She met her individual out-of-network deductible of \$100 in May 2023. Jill retires on June 1, 2023, and enrolls in the EUTF HMSA Retiree PPO plan. The \$100 deductible she met under the active employee plan will apply to the retiree plan since it falls within the same calendar year. Jill will not be subject to an additional deductible under the retiree plan in 2023.

Important Notices

This section contains important employee 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.

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 Member Services Branch at **1-808-586-7390** or toll-free at **1-800-295-0089**. All requested notices will be mailed to you free of charge.

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**.

WOMEN'S HEALTH AND CANCER RIGHTS ACT OF 1998 (WHCRA) ANNUAL NOTICE REMINDER

You or your dependents may be entitled to certain benefits under the Women's Health and Cancer Rights Act of 1998 (WHCRA). For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending physician and the patient for:

- All stages of reconstruction of the breast on which the mastectomy was performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- Prostheses; and
- Treatment of physical complications of the mastectomy, including lymphedema.

These benefits will be provided subject to the same plan limits, deductibles, copayments, and coinsurance applicable to other medical and surgical benefits provided under the plan. For more information on WHCRA benefits, contact HMSA or Kaiser Permanente. This Notice is also available on the EUTF Member self-service portal at eutfbenefits.hawaii.gov and on the plan's website at eutf.hawaii.gov.

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 EUTF Member self-service portal at outfbenefits.hawaii.gov and on the plan's website at eutf.hawaii.gov.

PATIENT PROTECTION RIGHTS OF THE AFFORDABLE CARE ACT

Designation of a Primary Care Provider (PCP)

The Kaiser Permanente HMO medical plan generally requires the designation of a primary care provider (PCP). You have the right to designate any primary care provider who participates in the network and who is available to accept you or your family members. For children, you may designate a pediatrician as the primary care provider. For information on how to select a primary care provider and for a list of the participating primary care providers, contact the medical plan at the phone number on your ID card.

Direct Access to OB/GYN Providers

You do not need prior authorization (preapproval) from your medical plan or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological (OB/GYN) care from an in-network health care professional who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a preapproved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, contact your medical plan at the phone number on your ID card.

SPECIAL EXTENSION OF COVERAGE FOR A STUDENT ON A MEDICALLY NECESSARY LEAVE OF ABSENCE

If the plan receives a written certification from a covered child's treating physician that:

1. The child is suffering from a serious illness or injury, and
2. A leave of absence (or other change in enrollment) from a postsecondary institution is medically necessary, and the loss of postsecondary student status would result in a loss of health coverage under the plan, then the plan will extend the child's dental and/or vision coverage for up to one year.

This maximum one-year extension of coverage begins on the first day of the medically necessary leave of absence (or other change in enrollment) and ends on the date that is the earlier of (1) one year later or (2) the date on which coverage would otherwise terminate under the terms of the plan. Contact the EUTF Office at **1-808-586-7390** or toll-free at **1-800-295-0089** for more information.

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 (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 to 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 separately 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**.

AVAILABILITY OF SUMMARY OF BENEFIT AND COVERAGE (SBC) DOCUMENT(S)

The health benefits available to you represent a significant component of your compensation package. They also provide important protection for you and your family in the case of illness or injury. In accordance with law, our plan provides you with a Summary of Benefits and Coverage (SBC) as a way to help you understand and compare medical plan benefits. The SBC summarizes and compares important information, including what is covered, what you need to pay for various benefits, what is not covered, and where to get answers to questions. SBC documents are updated when there is a change to the benefits information displayed on an SBC. To get a free copy of the most current Summary of Benefits and Coverage (SBC) documents for our medical plan options, and the Uniform Glossary that defines many terms in the SBC, go to eutf.hawaii.gov, or for a paper copy, contact **1-808-586-7390** or toll-free at **1-800-295-0089**.

Premium Assistance Under Medicaid and the Children’s Health Insurance Program (CHIP)

If you or your children are eligible for Medicaid or CHIP and you’re eligible for health coverage from your employer, your state may have a premium assistance program that can help pay for coverage, using funds from their Medicaid or CHIP programs. If you or your children aren’t eligible for Medicaid or CHIP, you won’t be eligible for these premium assistance programs but you may be able to buy individual insurance coverage through the Health Insurance Marketplace. For more information, visit www.healthcare.gov.

If you or your dependents are already enrolled in Medicaid or CHIP and you live in a State listed below, contact your State Medicaid or CHIP office to find out if premium assistance is available.

If you or your dependents are NOT currently enrolled in Medicaid or CHIP, and you think you or any of your dependents might be eligible for either of these programs, contact your State Medicaid or CHIP office or dial **1-877-KIDS NOW** or www.insurekidsnow.gov to find out how to apply. If you qualify, ask your state if it has a program that might help you pay the premiums for an employer-sponsored plan.

If you or your dependents are eligible for premium assistance under Medicaid or CHIP, as well as eligible under your employer plan, your employer must allow you to enroll in your employer plan if you aren’t already enrolled. This is called a “special enrollment” opportunity, and **you must request coverage within 60 days of being determined eligible for premium assistance**. If you have questions about enrolling in your employer plan, contact the Department of Labor at www.askebsa.dol.gov or call **1-866-444-EBSA (3272)**.

If you live in one of the following states, you may be eligible for assistance paying your employer health plan premiums. The following list of states is current as of July 31, 2023. Contact your State for more information on eligibility –

ALABAMA – Medicaid	ALASKA – Medicaid
Website: http://myalhipp.com/ Phone: 1-855-692-5447	The AK Health Insurance Premium Payment Program Website: http://myakhipp.com/ Phone: 1-866-251-4861 Email: CustomerService@MyAKHIPP.com Medicaid Eligibility: https://health.alaska.gov/dpa/Pages/default.aspx
ARKANSAS – Medicaid	CALIFORNIA – Medicaid
Website: http://myarhipp.com/ Phone: 1-855-MyARHIPP (855-692-7447)	Health Insurance Premium Payment (HIPP) Program Website: http://dhcs.ca.gov/hipp Phone: 916-445-8322 Fax: 916-440-5676 Email: hipp@dhcs.ca.gov
COLORADO – Health First Colorado (Colorado’s Medicaid Program) & Child Health Plan Plus (CHP+)	FLORIDA – Medicaid
Health First Colorado Website: https://www.healthfirstcolorado.com/ Health First Colorado Member Contact Center: 1-800-221-3943/State Relay 711 CHP+: https://hcpf.colorado.gov/child-health-plan-plus CHP+ Customer Service: 1-800-359-1991/State Relay 711 Health Insurance Buy-In Program (HIBI): https://www.mycohibi.com/ HIBI Customer Service: 1-855-692-6442	Website: https://www.flmedicaidprecovery.com/flmedicaidprecovery.com/hipp/index.html Phone: 1-877-357-3268

GEORGIA – Medicaid	INDIANA – Medicaid
<p>GA HIPP Website: https://medicaid.georgia.gov/health-insurance-premium-payment-program-hipp Phone: 678-564-1162, Press 1 GA CHIPRA Website: https://medicaid.georgia.gov/programs/third-party-liability/childrens-health-insurance-program-reauthorization-act-2009-chipra Phone: 678-564-1162, Press 2</p>	<p>Healthy Indiana Plan for low-income adults 19-64 Website: http://www.in.gov/fssa/hip/ Phone: 1-877-438-4479 All other Medicaid Website: https://www.in.gov/medicaid/ Phone: 1-800-457-4584</p>
IOWA – Medicaid and CHIP (Hawki)	KANSAS – Medicaid
<p>Medicaid Website: https://dhs.iowa.gov/ime/members Medicaid Phone: 1-800-338-8366 Hawki Website: http://dhs.iowa.gov/Hawki Hawki Phone: 1-800-257-8563 HIPP Website: https://dhs.iowa.gov/ime/members/medicaid-a-to-z/hipp HIPP Phone: 1-888-346-9562</p>	<p>Website: https://www.kancare.ks.gov/ Phone: 1-800-792-4884 HIPP Phone: 1-800-967-4660</p>
KENTUCKY – Medicaid	LOUISIANA – Medicaid
<p>Kentucky Integrated Health Insurance Premium Payment Program (KI-HIPP) Website: https://chfs.ky.gov/agencies/dms/member/Pages/kihipp.aspx Phone: 1-855-459-6328 Email: KIHIPP.PROGRAM@ky.gov KCHIP Website: https://kidshealth.ky.gov/Pages/index.aspx Phone: 1-877-524-4718 Kentucky Medicaid Website: https://chfs.ky.gov/agencies/dms</p>	<p>Website: www.medicicaid.la.gov or www.ldh.la.gov/lahipp Phone: 1-888-342-6207 (Medicaid hotline) or 1-855-618-5488 (LaHIPP)</p>
MAINE – Medicaid	MASSACHUSETTS – Medicaid and CHIP
<p>Enrollment Website: https://www.mymaineconnection.gov/benefits/s/?language=en_US Phone: 1-800-442-6003 TTY: Maine relay 711 Private Health Insurance Premium Webpage: https://www.maine.gov/dhhs/ofi/applications-forms Phone: 1-800-977-6740 TTY: Maine relay 711</p>	<p>Website: https://www.mass.gov/masshealth/pa Phone: 1-800-862-4840 TTY: 711 Email: masspremassistance@accenture.com</p>
MINNESOTA – Medicaid	MISSOURI – Medicaid
<p>Website: https://mn.gov/dhs/people-we-serve/children-and-families/health-care/health-care-programs/programs-and-services/other-insurance.jsp Phone: 1-800-657-3739</p>	<p>Website: http://www.dss.mo.gov/mhd/participants/pages/hipp.htm Phone: 573-751-2005</p>
MONTANA – Medicaid	NEBRASKA – Medicaid
<p>Website: http://dphhs.mt.gov/MontanaHealthcarePrograms/HIPP Phone: 1-800-694-3084 Email: HSHIPPProgram@mt.gov</p>	<p>Website: http://www.ACCESSNebraska.ne.gov Phone: 1-855-632-7633 Lincoln: 402-473-7000 Omaha: 402-595-1178</p>

<p align="center">NEVADA – Medicaid</p> <p>Medicaid Website: http://dhcftp.nv.gov Medicaid Phone: 1-800-992-0900</p>	<p align="center">NEW HAMPSHIRE – Medicaid</p> <p>Website: https://www.dhhs.nh.gov/programs-services/medicaid/health-insurance-premium-program Phone: 603-271-5218 Toll free number for the HIPP program: 1-800-852-3345, ext. 5218</p>
<p align="center">NEW JERSEY – Medicaid and CHIP</p> <p>Medicaid Website: http://www.state.nj.us/humanservices/dmahs/clients/medicaid/ Medicaid Phone: 609-631-2392 CHIP Website: http://www.njfamilycare.org/index.html CHIP Phone: 1-800-701-0710</p>	<p align="center">NEW YORK – Medicaid</p> <p>Website: https://www.health.ny.gov/health_care/medicaid/ Phone: 1-800-541-2831</p>
<p align="center">NORTH CAROLINA – Medicaid</p> <p>Website: https://medicaid.ncdhhs.gov/ Phone: 919-855-4100</p>	<p align="center">NORTH DAKOTA – Medicaid</p> <p>Website: https://www.hhs.nd.gov/healthcare Phone: 1-844-854-4825</p>
<p align="center">OKLAHOMA – Medicaid and CHIP</p> <p>Website: http://www.insureoklahoma.org Phone: 1-888-365-3742</p>	<p align="center">OREGON – Medicaid</p> <p>Website: http://healthcare.oregon.gov/Pages/index.aspx Phone: 1-800-699-9075</p>
<p align="center">PENNSYLVANIA – Medicaid and CHIP</p> <p>Website: https://www.dhs.pa.gov/Services/Assistance/Pages/HIPP-Program.aspx Phone: 1-800-692-7462 CHIP Website: Children's Health Insurance Program (CHIP) (pa.gov) CHIP Phone: 1-800-986-KIDS (5437)</p>	<p align="center">RHODE ISLAND – Medicaid and CHIP</p> <p>Website: http://www.eohhs.ri.gov/ Phone: 1-855-697-4347, or 401-462-0311 (Direct RItE Share Line)</p>
<p align="center">SOUTH CAROLINA – Medicaid</p> <p>Website: https://www.scdhhs.gov Phone: 1-888-549-0820</p>	<p align="center">SOUTH DAKOTA - Medicaid</p> <p>Website: http://dss.sd.gov Phone: 1-888-828-0059</p>
<p align="center">TEXAS – Medicaid</p> <p>Website: Health Insurance Premium Payment (HIPP) Program Texas Health and Human Services Phone: 1-800-440-0493</p>	<p align="center">UTAH – Medicaid and CHIP</p> <p>Medicaid Website: https://medicaid.utah.gov/ CHIP Website: http://health.utah.gov/chip Phone: 1-877-543-7669</p>
<p align="center">VERMONT– Medicaid</p> <p>Website: Health Insurance Premium Payment (HIPP) Program Department of Vermont Health Access Phone: 1-800-250-8427</p>	<p align="center">VIRGINIA – Medicaid and CHIP</p> <p>Website: https://coverva.dmas.virginia.gov/learn/premium-assistance/famis-select https://coverva.dmas.virginia.gov/learn/premium-assistance/health-insurance-premium-payment-hipp-programs Medicaid/CHIP Phone: 1-800-432-5924</p>
<p align="center">WASHINGTON – Medicaid</p> <p>Website: https://www.hca.wa.gov/ Phone: 1-800-562-3022</p>	<p align="center">WEST VIRGINIA – Medicaid and CHIP</p> <p>Website: https://dhhr.wv.gov/bms/ http://mywvhipp.com/ Medicaid Phone: 304-558-1700 CHIP Toll-free phone: 1-855-MyWVHIPP (1-855-699-8447)</p>

WISCONSIN – Medicaid and CHIP	WYOMING – Medicaid
Website: https://www.dhs.wisconsin.gov/badgercareplus/p-10095.htm Phone: 1-800-362-3002	Website: https://health.wyo.gov/healthcarefin/medicaid/programs-and-eligibility/ Phone: 1-800-251-1269

To see if any other states have added a premium assistance program since July 31, 2023, or for more information on special enrollment rights, contact either:

U.S. Department of Labor
 Employee Benefits Security Administration
www.dol.gov/agencies/ebsa
 1-866-444-EBSA (3272)

U.S. Department of Health and Human Services
 Centers for Medicare & Medicaid Services
www.cms.hhs.gov
 1-877-267-2323, Menu Option 4, Ext. 61565

Paperwork Reduction Act Statement

According to the Paperwork Reduction Act of 1995 (Pub. L. 104-13) (PRA), no persons are required to respond to a collection of information unless such collection displays a valid Office of Management and Budget (OMB) control number. The Department notes that a Federal agency cannot conduct or sponsor a collection of information unless it is approved by OMB under the PRA, and displays a currently valid OMB control number, and the public is not required to respond to a collection of information unless it displays a currently valid OMB control number. See 44 U.S.C. 3507. Also, notwithstanding any other provisions of law, no person shall be subject to penalty for failing to comply with a collection of information if the collection of information does not display a currently valid OMB control number. See 44 U.S.C. 3512.

The public reporting burden for this collection of information is estimated to average approximately seven minutes per respondent. Interested parties are encouraged to send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employee Benefits Security Administration, Office of Policy and Research, Attention: PRA Clearance Officer, 200 Constitution Avenue, N.W., Room N-5718, Washington, DC 20210 or email ebsa.opr@dol.gov and reference the OMB Control Number 1210-0137.

OMB Control Number 1210-0137 (expires 1/31/2026)

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 HMSA and Kaiser Permanente medical plans and the prescription drug coverage available for people with 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 now 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 prescription drug plan options:

- HMSA 75/25 PPO Plan (as administered by CVS Caremark)
- HMSA 80/20 PPO Plan (as administered by CVS Caremark)
- HMSA 90/10 PPO Plan (as administered by CVS Caremark)
- HMSA HMO Plan (as administered by CVS Caremark)
- HSTA VB HMSA 90/10 PPO Plan (as administered by CVS Caremark)
- HSTA VB HMSA 80/20 PPO Plan (as administered by CVS Caremark)
- Kaiser Permanente HMO plans (as administered by Kaiser Permanente)

"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 Caremark-administered drug plans: HMSA 75/25 PPO Plan, HMSA 80/20 PPO Plan, HMSA 90/10 PPO Plan, HMSA HMO Plan, HSTA VB HMSA 90/10 PPO Plan, and HSTA VB HMSA 80/20 PPO Plan, as well as the Kaiser Permanente HMO plans (as administered by Kaiser Permanente)**. 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 You Can Do	What This Option Means to You
Option 1	<p>You can select or keep your current medical and prescription drug coverage under the CVS Caremark administered drug plans: HMSA 75/25 PPO Plan, HMSA 80/20 PPO Plan, HMSA 90/10 PPO Plan, HMSA HMO Plan, HSTA VB HMSA 90/10 PPO Plan, and HSTA VB HMSA 80/20 PPO Plan, as well as the Kaiser Permanente HMO plans (as administered by Kaiser Permanente), and you do not have to enroll in a Medicare prescription drug plan.</p>	<p>You will continue to be able to use your prescription drug benefits through the CVS Caremark administered drug plans: HMSA 75/25 PPO Plan, HMSA 80/20 PPO Plan, HMSA 90/10 PPO Plan, HMSA HMO Plan, HSTA VB HMSA 90/10 PPO Plan, and HSTA VB HMSA 80/20 PPO Plan, as well as the Kaiser Permanente HMO plans (as administered by Kaiser Permanente).</p> <ul style="list-style-type: none"> You may, in the future, enroll in a Medicare prescription drug plan during Medicare's annual enrollment period (October 15 through December 7 of each year). As long as you are enrolled in creditable drug coverage, you will not have to pay a higher premium (a late enrollment fee) to Medicare when you do choose, at a later date, to sign up for a Medicare prescription drug plan.
Option 2	<p>You can select or keep your current medical and prescription drug coverage with the CVS Caremark administered drug plans: HMSA 75/25 PPO Plan, HMSA 80/20 PPO Plan, HMSA 90/10 PPO Plan, HMSA HMO Plan, HSTA VB HMSA 90/10 PPO Plan, and HSTA VB HMSA 80/20 PPO Plan, as well as the Kaiser Permanente HMO plans (as administered by Kaiser Permanente) and also enroll in a Medicare prescription drug plan.</p> <p>If you enroll in a Medicare prescription drug plan, you will need to pay the Medicare Part D premium, if applicable, out of your own pocket.</p>	<p>Your current coverage pays for other health expenses in addition to prescription drugs.</p> <p>If you enroll in a Medicare prescription drug plan, you and your eligible dependents will still be eligible to receive all your current health and prescription drug benefits. Having dual prescription drug coverage under this plan and Medicare means that this plan will coordinate its drug payments with Medicare, as follows:</p> <ul style="list-style-type: none"> For Medicare-eligible retirees and their Medicare-eligible dependents, Medicare Part D coverage pays primary, and the group health plan pays secondary. For Medicare-eligible active employees and their Medicare-eligible dependents, the group health plan pays primary, and Medicare Part D coverage pays secondary. <p>Note that you may not drop just the prescription drug coverage under the CVS Caremark administered drug plans: HMSA 75/25 PPO Plan, HMSA 80/20 PPO Plan, HMSA 90/10 PPO Plan, HMSA HMO Plan, HSTA VB HMSA 90/10 PPO Plan, and HSTA VB HMSA 80/20 PPO Plan, as well as the Kaiser Permanente HMO plans (as administered by Kaiser Permanente). That is because prescription drug coverage is part of the entire medical plan. Generally, you may only drop medical plan coverage at this plan's next open enrollment period.</p> <p>Note that each Medicare prescription drug plan (PDP) may differ. Compare coverage, such as:</p> <ul style="list-style-type: none"> PDPs may have different premium amounts; PDPs cover different brand-name drugs at different costs to you; PDPs may have different prescription drug deductibles and different drug copayments; PDPs may have different networks for retail pharmacies and mail-order services.

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 (see your copy of the *Medicare & You* handbook for their telephone number), for personalized help.
- 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 is intended to serve as your Medicare Notice of Creditable Coverage, as required by law.

Administrative Appeals

Under EUTF Administrative Rule 2.04, a person aggrieved by one of the following eligibility decisions by the EUTF may appeal to the EUTF Board of Trustees (Board) for relief from that decision:

1. A determination that the person is not an employee-beneficiary, dependent-beneficiary, or qualified beneficiary, or that the person is not eligible to enroll in or be covered by a benefit plan offered or sponsored by the EUTF;
2. A determination that the person cannot make a change in enrollment, a change in coverage, or a change in plans;
3. A cancellation or termination of the person's enrollment in or coverage by a benefit plan, including long-term care, offered or sponsored by the EUTF; or
4. A refusal to reinstate the person's enrollment in or coverage by a benefit plan, including long-term care, offered or sponsored by the EUTF.
5. In addition to the appeal rights outlined in this section, an aggrieved person may have a right to file an external appeal if denial is due to a rescission of coverage (retroactive elimination of coverage), regardless of whether the rescission has any effect on any particular benefit at that time. Contact EUTF for a full description of any external review rights.

The first step in the appeal process is an appeal to the EUTF administrator. In order to appeal to the administrator for relief, an aggrieved person must file a written appeal in the EUTF's office within one hundred eighty (180) days of the date of the adverse decision with respect to which relief is requested. The written appeal shall be filed in duplicate. Unless otherwise provided by applicable federal or state law, neither the EUTF administrator nor the Board shall be required to hear any appeal that is filed after the one-hundred-eighty-day (180-day) period has expired. The written appeal need not be in any particular form but should contain the following information:

1. The aggrieved person's name, address, and telephone number;
2. A description of the decision with respect to which relief is requested, including the date of the decision;
3. A statement of the relevant and material facts; and
4. A statement as to why the aggrieved person is appealing the decision, including the reasons that support the aggrieved person's position or contentions.

Appeals can be mailed to the EUTF at 201 Merchant Street, Suite 1700, Honolulu, HI 96813 or faxed to **1-808-586-2161**. If the aggrieved person is dissatisfied with the administrator's action, or if no action is taken by the administrator on the aggrieved person's written appeal within thirty (30) days of its being filed in the EUTF's office, the second step in the appeal process is for the aggrieved person to file a written appeal to the Board. A written appeal to the Board must be filed in duplicate in the EUTF's office within ninety (90) days of the administrator's actions. If no action is taken by the administrator within thirty (30) days of the written appeal to the administrator being filed in the EUTF's office, then the written appeal to the Board must be filed in duplicate in the EUTF's office within one hundred twenty (120) days of the written appeal to the administrator being filed in the EUTF's office.

The written appeal need not be in any particular form but shall contain the following information:

1. The aggrieved person's name, address, and telephone number;
2. A statement of the nature of the aggrieved person's interest, e.g., employee-beneficiary or dependent-beneficiary;
3. A description of the decision with respect to which relief is requested, including the date of the decision;
4. A complete statement of the relevant and material facts;

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5. A statement of why the aggrieved person is appealing the decision, including a complete statement of the position or contentions of the aggrieved party; and
 6. A full discussion of the reasons, including any legal authorities, in support of the aggrieved party's position or contentions.

Appeals to the EUTF Board of Trustees can be mailed to the EUTF at 201 Merchant Street, Suite 1700, Honolulu, HI 96813 or faxed to **1-808-586-2161**. Subject to applicable federal and State law, the Board may reject any appeal that does not contain the foregoing information.

The Board at any time may request the aggrieved person or any other party to the proceeding to submit a statement of additional facts or a memorandum, the purpose of which is to clarify the party's position or a specific factual or legal issue.

The Board shall grant or deny the appeal within forty-five (45) days of the date of the postmark of the request for appeal. The Board shall not be required to hold a hearing on any appeal unless otherwise required by applicable federal or State law. If required to hold a hearing, or if it decides to voluntarily hold a hearing on an appeal, subject to applicable federal or State law, the Board may set such hearing before the Board, a special or standing committee of the Board, a hearings officer, or any other person or entity authorized by the Board to hear the matter in question. Nothing in the EUTF Administrative Rules shall require the Board to hear or decide any matter that can be lawfully delegated to another person or entity for a hearing and decision.

At any time, an aggrieved person may voluntarily waive his or her rights to the administrative appeal provided by the EUTF Administrative Rules by submitting such a waiver in writing to the EUTF's office. The Board may require the aggrieved person to make such a waiver by signing a form prescribed by it.

For emergency appeals of eligibility, please refer to the EUTF Administrative Rule 2.05 for information on this appeal process.

For Claim Filing and Appeals Information for Self-Insured Plan Administered Benefits, please refer to the EUTF Administrative Rule 2.06 for information on this appeal process.

The EUTF Administrative Rules can be found on the EUTF Member self-service portal at eutfbenefits.hawaii.gov and on the EUTF website at eutf.hawaii.gov.

Who to Contact

For Questions About...	Please Contact...
<p>Eligibility and EUTF Information</p>	<p>eutf.hawaii.gov EUTF Member Services Branch 1-808-586-7390 (Oahu) or toll-free: 1-800-295-0089 Monday through Friday, 7:45 a.m.–4:30 p.m. HST, excluding State holidays</p>
<p>Hawaii Medical Service Association (HMSA)</p>	<p>hmsa.com/eutf 1-808-948-6499 (Oahu) or toll-free: 1-800-776-4672 (Neighbor Islands) Monday through Friday, 7 a.m.–7 p.m. HST Saturday, 9 a.m.–1 p.m. HST</p> <p>In person:</p> <p>HMSA Center @ Honolulu HMSA Building 818 Keeaumoku St. Honolulu, HI 96814 Monday through Friday, 8 a.m.–5 p.m. HST Saturday, 9 a.m.–2 p.m. HST</p> <p>HMSA Center @ Pearl City Pearl City Gateway 1132 Kuala St., Suite 400 Pearl City, HI 96782 Monday through Friday, 9 a.m.–6 p.m. HST Saturday, 9 a.m.–2 p.m. HST</p> <p>HMSA Center @ Kahului Puunene Shopping Center 70 Hookele St., Suite 1220 Kahului, HI 96732 Monday through Friday, 9 a.m.–6 p.m. HST Saturday, 9 a.m.–2 p.m. HST</p> <p>HMSA Center @ Hilo Waiakea Center 303A E. Makaala St. Hilo, HI 96720 Monday through Friday, 9 a.m.–6 p.m. HST Saturday, 9 a.m.–2 p.m. HST</p> <p>HMSA Center @ Lihue 3-3295 Kuhio Highway, Suite 202 Lihue, HI 96766 Monday through Friday, 8 a.m.–4 p.m. HST</p>

<p>Kaiser Permanente</p>	<p>kp.org/eutf 1-808-432-5250 (Oahu) or toll-free: 1-844-276-6628 (Neighbor Islands) Monday through Friday, 7 a.m.–7 p.m. HST Saturday, 9 a.m.–1 p.m. HST</p> <p>Walk-In Service: 711 Kapiolani Blvd. Honolulu, HI 96813 Monday through Friday, 8 a.m.–4:30 p.m., excluding State observed holidays</p>
<p>CVS Caremark (CVS) For HMSA members</p>	<p>caremark.com 1-855-801-8263 TTY: 711 (24 hours a day, 7 days a week)</p> <p>Walk-In Service: Pauahi Tower 1003 Bishop Street, Suite 704 Monday through Friday, 7:45 a.m.–4:30 p.m. HST</p>
<p>Verdegard Administrators (formerly HMA)</p>	<p>verdegard-hi.com/eutf Oahu: 1-808-951-4643 or toll-free: 1-866-437-1992</p> <p>For phone calls, the hours are: Monday through Friday, 7:30 a.m.–7 p.m. HST, Saturday, 9 a.m.–1 p.m. HST</p> <p>For walk-ins, the hours are: Monday through Friday, 7:30 a.m.–5 p.m. HST Office located: 1440 Kapiolani Blvd., Suite 1000</p>
<p>Hawaii Dental Service (HDS)</p>	<p>hawaiidentalsservice.com/eutf 1-808-529-9310 or toll-free 1-866-702-3883</p> <p>Over the phone: Monday through Friday, 7:30 a.m.–6 p.m. HST, except State observed holidays</p> <p>Walk-In Hours: Monday through Friday, 8 a.m.–4:30 p.m., except State observed holidays</p> <p>Office located: Pioneer Plaza, 900 Fort Street Mall, Suite 1900</p>
<p>Vision Service Plan (VSP)</p>	<p>vsp.com Oahu: 1-808-532-1600 or toll-free 1-800-522-5162 Monday through Friday, 7:30 a.m.–6 p.m. HST</p> <p>Toll-free: 1-866-240-8420 Through March 9, 2024: Monday through Saturday, 4 a.m.–3 p.m. HST From March 10, 2024: Monday through Saturday, 3 a.m.–2 p.m. HST</p>

American Specialty Health (ASH)	<p>ashlink.com/ash/hmsa for HMSA members ashlink.com/ash/kaiserhic for Kaiser Permanente members Toll-free: 1-800-678-9133 10/1/22–3/31/23: Sunday through Saturday, 8:00 a.m.–8:00 p.m. HST, excluding Thanksgiving Day and Christmas Day 4/1/23–9/30/23: Monday through Friday, 2:00 a.m.–5:00 p.m. HST, excluding ASH-observed holidays</p>
Securian Financial	<p>LifeBenefits.com/EUTF Local office: 1-808-536-9890 or toll-free: 1-877-291-8466 Monday through Friday, 7:30 a.m.–6 p.m. HST, except State observed holidays Email: lifebenefits@securian.com</p>
Social Security Administration (SSA)	<p>ssa.gov 1-800-772-1213</p>
Centers for Medicare & Medicaid Services	<p>cms.gov 1-800-MEDICARE</p>

EC-1 Enrollment Form Instructions

I. Employee Data

Select the Enrollment Type for which you are submitting the Enrollment form. Mark the New Hire box if you're newly hired, 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 input the date the qualifying event occurred. Common qualifying events include: **Disenroll due To Enrollment in Other Coverage, Adoption, Birth, Civil Union Partner, Court Order, Death, Divorce, Domestic Partnership, Guardianship, Ineligible Student, Approved Leave of Absence Without Pay/Waive (LWOP/Waive), Approved Leave of Absence Without Pay/Re-enroll (LWOP/Re-enroll), Legal Separation, Loss of Coverage, Marriage, Moving Out of the Coverage Area, New Hire, Newly Eligible Employee, Newly Eligible Student, Reinstatement of Employment, or Termination of Domestic Partnership.** Complete all information about yourself and your spouse/partner.

II. Coverage Start Date

Carefully consider when you would like your health plans and premium deductions to begin and check the appropriate box. You can select one of the following:

- (Option #1) Coverage starts on the date of hire or event date. Premium contributions start 1st day of the pay period in which the date of hire or event date occurs.
- (Option #2) Coverage and contributions start 1st day of the first pay period following the date of hire or event date.
- (Option #3) Coverage and contributions start 1st day of the second pay period following the date of hire or 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. Loss of Coverage and Disenroll due To Enrollment in Other Coverage must start on event date (Option #1).

III. Plan Selection

Mark all plans you wish to be enrolled in. You can choose one medical/prescription drug plan, one dental plan, and one vision plan. The prescription drug plan is bundled with the medical plan and will depend on the medical plan you select. If you do not want any plan coverage, mark the "Cancel/Waive" box. If no selection is made and you currently have coverage, EUTF will assume no changes are being made. **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 on more than one retiree/active employee plan (dual enrollment). In addition, if you and your spouse/partner are both retirees/active employees, the employer's contribution cannot exceed a family plan contribution in accordance with Chapter 87A-33-36, Hawaii Revised Statutes.

For State and Maui County Employees Only: The Premium Conversion Plan (PCP) is a voluntary benefit plan, that allows you to purchase your health benefit plans on a pre-tax basis and is offered pursuant to Section 125 of the Internal Revenue Code. For State employees, PCP is administered by the Department of Human Resources Development (DHRD). For County of Maui employees, PCP is administered by the County of Maui. By enrolling in the PCP, you are allowing deductions for your health plan premium contributions from your gross pay before federal, State and social security taxes are withheld. Since there may be tax implications, please visit the DHRD website at dhrd.hawaii.gov or County of Maui intranet for more information. State employees making mid-plan year elections, should inquire with their Human Resources Office or DHRD on completing a PCP-2 form (the PCP-2 form is not required of County of Maui employees). Enrollment in the PCP is not automatic. Mark the "Enroll" or "Cancel/Waive" box. If no election is made (i.e., left blank), new enrollments shall default to "Not Enrolled" and existing PCP enrollments shall continue. **For All Other County Employees:** Premium Conversion Plan (PCP) is administered by the Budget and Fiscal Services Department. Please contact your Department Personnel Office for more information on available options.

IV. Dependent Information

Complete dependent information and indicate plan selection if adding, removing or continuing coverage for dependents. If you are adding/removing more than five 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 a marriage certificate if adding your spouse or 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 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. **Use the following Relationship codes:**

SP = Spouse	CH = Child	SC = Step Child
DP = Domestic Partner	DPCH = Domestic Partner's Child	GC = Guardianship Child
CU = Civil Union Partner	CUCH = Civil Union Partner's Child	DC = Disabled Child

V. 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).

VI. Employee Signature

Read, sign and date the form. Submit your EC-1 form to your department human resource office or enrollment designee for verification, signature and routing to EUTF. DOE employees please submit your EC-1 form to the address printed on the top right-hand corner of the enrollment form. To ensure proper processing, all required fields must be completed, and proper documentation submitted timely.

EC-1H Enrollment Form Instructions

Use of this form is for members currently enrolled in the HSTA VB plans. If you are not currently enrolled in the HSTA VB plans, please use the EC-1 form.

I. Employee Data

Select the Enrollment Type for which you are submitting the Enrollment form. Mark the New Hire box if you're newly hired, 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 input the date the qualifying event occurred. Common qualifying events include: ~~Disenroll due to Enrollment in Other Coverage~~, **Adoption, Birth, Civil Union Partner, Court Order, Death, Divorce, Domestic Partnership, Guardianship, Ineligible Student, Approved Leave of Absence Without Pay/Waive (LWOP/Waive),**

Approved Leave of Absence Without Pay/Re-enroll (LWOP/Re-enroll), Legal Separation, Loss of Coverage, Marriage, Moving Out of the Coverage Area, New Hire, Newly Eligible Employee, Newly Eligible Student, Reinstatement of Employment, or Termination of Domestic Partnership. Complete all information about yourself and your spouse/partner.

II. Coverage Start Date

Carefully consider when you would like your health plans and premium deductions to begin and check the appropriate box. You can select one of the following:

- (Option #1) Coverage starts on the date of hire or event date. Premium contributions start 1st day of the pay period in which the date of hire or event date occurs.
- (Option #2) Coverage and contributions start 1st day of the first pay period following the date of hire or event date.
- (Option #3) Coverage and contributions start 1st day of the second pay period following the date of hire or 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. Loss of Coverage and Disenroll due to Enrollment in Other Coverage must start on event date (Option #1).

III. Plan Selection

Mark all plans you wish to be enrolled in. You can choose one medical/prescription drug plan, one dental plan, and one vision plan. The prescription drug plan is bundled with the medical plan and will depend on the medical plan you select. If you do not want any plan coverage, mark the "Cancel/Waive" box. If no selection is made and you currently have coverage, EUTF will assume no changes are being made.

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 on more than one retiree/active employee plan (dual enrollment). In addition, if you and your spouse/partner are both retirees/active employees, the employer's contribution cannot exceed a family plan contribution in accordance with Chapter 87A-33-36, Hawaii Revised Statutes.

For State Employees Only: The Premium Conversion Plan (PCP) is a voluntary benefit plan, that allows you to purchase your health benefit plans on a pre-tax basis and is offered pursuant to Section 125 of the Internal Revenue Code. For State employees, PCP is administered by the Department of Human Resources Development (DHRD). By enrolling in the PCP, you are allowing deductions for your health plan premium contributions from your gross pay before federal, State and social security taxes are withheld. Since there may be tax implications, please visit the DHRD website at dhrd.hawaii.gov for more information. State employees making mid-plan year elections, should inquire with their Human Resources Office or DHRD on completing a PCP-2 form. Enrollment in the PCP is not automatic. Mark the "Enroll" or "Cancel/Waive" box. If no election is made (i.e., left blank), new enrollments shall default to "Not Enrolled" and existing PCP enrollments shall continue.

IV. Dependent Information

Complete dependent information and indicate plan selection if adding, removing or continuing coverage for dependents. If you are adding/removing more than five 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 a marriage certificate if adding your spouse or 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 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. **Use the following Relationship codes:**

SP = Spouse	CH = Child	SC = Step Child
DP = Domestic Partner	DPCH = Domestic Partner's Child	GC = Guardianship Child
CU = Civil Union Partner	CUCH = Civil Union Partner's Child	DC = Disabled Child

V. 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).

VI. Employee Signature

Read, sign and date the form. Please submit your completed EC-1H form to DOE-EBU, PO Box 2360, Honolulu, HI 96804. To ensure proper processing, all required fields must be completed, and proper documentation submitted timely.



EUTF ACTIVE EMPLOYEE EC-1 HEALTH BENEFITS ENROLLMENT FORM

DOE employees submit to:
DOE-EBU
PO Box 2360
Honolulu HI, 96804

All BUs and Employees Excluded from all Bargaining Units

Complete each section thoroughly, please print clearly

Enrollment Type (you must check one box):	New Hire <input type="checkbox"/>	Qualifying Event <input type="checkbox"/>	Open Enrollment <input type="checkbox"/>
New Hire or Qualifying Event Date: _____	Qualifying Event Description: _____		

Full Legal Name: _____ Social Security No. or HB#: _____
Last, First M.I.

Mailing Address: _____ Residence Address: _____

 City State Zip Code City State Zip Code

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

Home Phone: _____ Cell Phone: _____ Email: _____

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

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

COVERAGE START DATE

DO NOT SKIP THIS SECTION. Read the "EC-1 Enrollment Form Instructions" and complete this section before moving on. Mark one option.

- Option #1 Coverage starts day of the event. Premium contributions start 1st day of the pay period in which the effective date of coverage occurs. **(IF NO OPTION IS SELECTED, OPTION #1 WILL BE USED.)**
- Option #2 Coverage and premium contributions start 1st day of the first pay period following event date (1st or the 16th of the month).
- Option #3 Coverage and premium contributions start 1st day of the second pay period following event date (1st or the 16th of the month).

PLAN SELECTION EFFECTIVE 7/1/24 THROUGH 6/30/25

Medical, Chiro and Prescription Drug (select one)				
HMSA PPO 90/10 Medical, Chiro and CVS Prescription Drug Monthly Employee Premium	<input type="checkbox"/> Cancel/Waive	<input type="checkbox"/> Self \$555.98	<input type="checkbox"/> Two-Party \$1,350.64	<input type="checkbox"/> Family \$1,722.26
HMSA PPO 80/20 Medical, Chiro and CVS Prescription Drug Monthly Employee Premium	<input type="checkbox"/> Cancel/Waive	<input type="checkbox"/> Self \$336.66	<input type="checkbox"/> Two-Party \$817.68	<input type="checkbox"/> Family \$1,042.42
HMSA PPO 75/25 Medical, Chiro and CVS Prescription Drug Monthly Employee Premium	<input type="checkbox"/> Cancel/Waive	<input type="checkbox"/> Self \$52.40	<input type="checkbox"/> Two-Party \$127.26	<input type="checkbox"/> Family \$162.20
HMSA HMO Medical, Chiro and CVS Prescription Drug Monthly Employee Premium	<input type="checkbox"/> Cancel/Waive	<input type="checkbox"/> Self \$590.64	<input type="checkbox"/> Two-Party \$1,435.00	<input type="checkbox"/> Family \$1,829.96
Kaiser Permanente HMO Comprehensive Medical, Chiro and Prescription Drug Monthly Employee Premium	<input type="checkbox"/> Cancel/Waive	<input type="checkbox"/> Self \$334.08	<input type="checkbox"/> Two-Party \$812.34	<input type="checkbox"/> Family \$1,037.40
Kaiser Permanente HMO Standard Medical, Chiro and Prescription Drug Monthly Employee Premium	<input type="checkbox"/> Cancel/Waive	<input type="checkbox"/> Self \$52.06	<input type="checkbox"/> Two-Party \$126.50	<input type="checkbox"/> Family \$161.38
Verdegard Supplemental Medical and Prescription Drug (formerly HMA) <small>(Must have coverage under a non-EUTF health plan to be eligible for Supplemental)</small>	<input type="checkbox"/> Cancel/Waive	<input type="checkbox"/> Self \$13.88	<input type="checkbox"/> Two-Party \$24.74	<input type="checkbox"/> Family \$26.78
Dental (select one)				
Hawaii Dental Service Monthly Employee Premium	<input type="checkbox"/> Cancel/Waive	<input type="checkbox"/> Self \$14.76	<input type="checkbox"/> Two-Party \$29.52	<input type="checkbox"/> Family \$48.54
Vision (select one)				
Vision Service Plan Monthly Employee Premium	<input type="checkbox"/> Cancel/Waive	<input type="checkbox"/> Self \$1.68	<input type="checkbox"/> Two-Party \$3.14	<input type="checkbox"/> Family \$4.10
Life (select one)				
Securian	<input type="checkbox"/> Cancel/Waive	<input type="checkbox"/> Self	No cost to employee	
Premium Conversion Plan* <small>(State and Maui County Employees only) (if no election is made (i.e., left blank), the PCP election shall default to "Not Enrolled")</small>	<input type="checkbox"/> Cancel/Waive	<input type="checkbox"/> Enroll		

* State and Maui County Employees Only: The Premium Conversion Plan (PCP) is a voluntary benefit plan that allows you to purchase your health benefit plans on a pre-tax basis and is offered pursuant to Section 125 of the Internal Revenue Code. Refer to the EC-1 instructional page for more information. Enrollment in the PCP is not automatic. Mark the "Enroll" or "Cancel/Waive" box. If no election is made (i.e., left blank), new enrollments shall default to "Not Enrolled" and existing PCP enrollments shall continue.

Employee'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 on more than one retiree/active employee plan (dual enrollment). In addition, if you and your spouse/partner are both retirees/active employees, the employer's contribution cannot exceed a family plan contribution in accordance with Chapter 87A-33-36, Hawaii Revised Statutes.

Complete dependent (including spouse and children) information and indicate plan selection if adding/removing dependents.										
Continue	Add	Delete	Last Name, First Name, Middle Initial	Birthdate	SSN	Relationship	Gender	Medical/Rx	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"/>						<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"/>

If dependents are age 19 to 23 and covered under your dental and/or vision plans, please submit certification from the school registrar or national clearinghouse indicating they are a full-time student. Detailed eligibility information is available online at eutf.hawaii.gov.

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: (eg. Medical, Dental)	Name of Plan: (eg. HMSA, Quest)	Subscriber's Name(s):

EMPLOYEE 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 understand that if I waive coverage for myself or my dependents that I/they cannot enroll for benefits in EUTF's Plan unless eligible at the next Open Enrollment period or earlier, if there is a mid-year Special Enrollment event such as loss of other coverage, marriage, birth or adoption. 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. I authorize my employer or finance officer to make the pre-tax or after-tax deductions, adjustments or cancellations from my salary, wages, or other compensation for the monthly employee contribution in accordance with applicable laws, rules and regulations.

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 of enrollment, denial of future enrollment, or civil damages. I agree to immediately notify the Fund in writing of any changes that would result in the loss or change of eligibility of my or any of my dependent- beneficiary's benefits. I understand that the Fund reserves the right to terminate benefits and to seek recovery of any overpayment of benefits resulting from my failure to provide written notice within forty-five (45) days of the event that caused the change or ineligibility. 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.

Employee Signature

Date

Official Use Only

Department ID#	Department	Division/School	Bargaining Unit
Date Received in Office	DPO Phone Number	DPO Fax Number	
DPO (or employer designee) Printed Name		Date of DPO (or employer designee) Signature	
DPO (or employer designee) Signature			
By signing this EC-1 form, I am attesting that this employee is eligible for EUTF benefits as per Chapter 87A, Hawaii Revised Statutes.			
Comments:			



Hawaii Employer-Union Health Benefits Trust Fund

Submit completed form to:
DOE-EBU
PO Box 2360
Honolulu HI, 96804

HSTA VB ACTIVE EMPLOYEE EC-1H HEALTH BENEFITS ENROLLMENT FORM

Bargaining Unit 05 (Formerly Under HSTA VEBA)

Complete each section thoroughly, please print clearly

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

Full Legal Name: _____ Social Security No. or HB#: _____
Last, First M.I.

Mailing Address: _____	Residence Address: _____
City _____ State _____ Zip Code _____	City _____ State _____ Zip Code _____

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

Home Phone: _____ Cell Phone: _____ Email: _____

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

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

COVERAGE START DATE

DO NOT SKIP THIS SECTION. Read the "EC-1 Enrollment Form Instructions" and complete this section before moving on. Mark one option.

- Option #1 Coverage starts day of the event. Premium contributions start 1st day of the pay period in which the effective date of coverage occurs. **(IF NO OPTION IS SELECTED, OPTION #1 WILL BE USED.)**
- Option #2 Coverage and premium contributions start 1st day of the first pay period following event date (1st or the 16th of the month).
- Option #3 Coverage and premium contributions start 1st day of the second pay period following event date (1st or the 16th of the month).

PLAN SELECTION EFFECTIVE 7/1/24 THROUGH 6/30/25

Medical, Chiro and Prescription Drug and Vision (select one)

HSTA VB HMSA PPO 90/10 Medical, Chiro, CVS Prescription Drug and VSP Vision Monthly Employee Premium	<input type="checkbox"/> Cancel/Waive	<input type="checkbox"/> Self \$433.90	<input type="checkbox"/> Two-Party \$1,051.82	<input type="checkbox"/> Family \$1,340.96
HSTA VB HMSA PPO 80/20 Medical, Chiro, CVS Prescription Drug and VSP Vision Monthly Employee Premium	<input type="checkbox"/> Cancel/Waive	<input type="checkbox"/> Self \$306.00	<input type="checkbox"/> Two-Party \$741.52	<input type="checkbox"/> Family \$945.00
HSTA VB Kaiser Permanente HMO Comprehensive Medical, Chiro, Prescription Drug and VSP Vision Monthly Employee Premium	<input type="checkbox"/> Cancel/Waive	<input type="checkbox"/> Self \$270.40	<input type="checkbox"/> Two-Party \$657.74	<input type="checkbox"/> Family \$840.76
Other Plans				
Dental - Hawaii Dental Service Monthly Employee Premium	<input type="checkbox"/> Cancel/Waive	<input type="checkbox"/> Self \$16.18	<input type="checkbox"/> Two-Party \$32.38	<input type="checkbox"/> Family \$53.26
Supplemental Dental - Hawaii Dental Service Monthly Employee Premium	<input type="checkbox"/> Cancel/Waive	<input type="checkbox"/> Self \$7.56	<input type="checkbox"/> Two-Party \$15.10	<input type="checkbox"/> Family \$22.66
Vision - Vision Service Plan Monthly Employee Premium	<input type="checkbox"/> Cancel/Waive	<input type="checkbox"/> Self \$1.68	<input type="checkbox"/> Two-Party \$3.14	<input type="checkbox"/> Family \$4.10
Life - Securian	<input type="checkbox"/> Cancel/Waive	<input type="checkbox"/> Self	No cost to employee	
Premium Conversion Plan* (State Employees only) <small>(if no election is made (i.e., left blank), the PCP election shall default to "Not Enrolled")</small>	<input type="checkbox"/> Cancel/Waive	<input type="checkbox"/> Enroll		

Note: The enrollment of HSTA VEBA members into the health and other benefits plans created as a result of Judge Sakamoto's 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 Judge Sakamoto's decision and reserves the right to move HSTA VEBA members into regular EUTF plans if that decision is overturned or modified.

* State Employees Only: The Premium Conversion Plan (PCP) is a voluntary benefit plan that allows you to purchase your health benefit plans on a pre-tax basis and is offered pursuant to Section 125 of the Internal Revenue Code. Refer to the EC-1 instructional page for more information. Enrollment in the PCP is not automatic. Mark the "Enroll" or "Cancel/Waive" box. If no election is made (i.e., left blank), new enrollments shall default to "Not Enrolled," and existing PCP enrollments shall continue.

Employee'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 on more than one retiree/active employee plan (dual enrollment). In addition, if you and your spouse/partner are both retirees/active employees, the employer's contribution cannot exceed a family plan contribution in accordance with Chapter 87A-33-36, Hawaii Revised Statutes.

DEPENDENT INFORMATION										
Complete dependent (including spouse and children) information and indicate plan selection if adding/removing dependents.										
Continue	Add	Delete	Last Name, First Name, Middle Initial	Birthdate	SSN	Relationship	Gender	Medical/Rx	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"/>						<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"/>

If dependents are age 19 to 23 and covered under your dental and/or vision plans, please submit certification from the school registrar or national clearinghouse indicating they are a full-time student. Detailed eligibility information is available online at eutf.hawaii.gov.

OTHER INSURANCE INFORMATION		
<i>If you or any of your dependents are covered under another non-EUTF health plan(s), provide data below.</i>		
Type of Plan: (eg. Medical, Dental)	Name of Plan: (eg. HMSA, Quest)	Subscriber's Name(s):

EMPLOYEE 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 understand that if I waive coverage for myself or my dependents that I/they cannot enroll for benefits in EUTF's Plan unless eligible at the next Open Enrollment period or earlier, if there is a mid-year Special Enrollment event such as loss of other coverage, marriage, birth or adoption. 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. I authorize my employer or finance officer to make the pre-tax or after-tax deductions, adjustments or cancellations from my salary, wages, or other compensation for the monthly employee contribution in accordance with applicable laws, rules and regulations.

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 of enrollment, denial of future enrollment, or civil damages. I agree to immediately notify the Fund in writing of any changes that would result in the loss or change of eligibility of my or any of my dependent- beneficiary's benefits. I understand that the Fund reserves the right to terminate benefits and to seek recovery of any overpayment of benefits resulting from my failure to provide written notice within forty-five (45) days of the event that caused the change or ineligibility. 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.

Employee Signature

Date

----- Official Use Only -----

Department ID#	Department	Division/School	Bargaining Unit
Date Received in Office	DPO Phone Number	DPO Fax Number	
DPO (or employer designee) Printed Name		Date of DPO (or employer designee) Signature	
DPO (or employer designee) Signature			
By signing this EC-1 form, I am attesting that this employee is eligible for EUTF benefits as per Chapter 87A, Hawaii Revised Statutes.			
Comments:			





State of Hawaii

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

JOSH GREEN, M.D.
GOVERNOR



STATE OF HAWAII
HAWAII EMPLOYER-UNION HEALTH BENEFITS TRUST FUND
201 MERCHANT STREET, SUITE 1700
HONOLULU, HAWAII 96813
Oahu (808) 586-7390
Toll Free 1(800) 295-0089
www.eutf.hawaii.gov


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ADMINISTRATOR
DEREK M. MIZUNO

ASSISTANT ADMINISTRATOR
DONNA A. TONAKI

March 24, 2023

TO: COBRA Participants

FROM: Derek Mizuno, Administrator 

SUBJECT: 2023 Active Health Plan Premium Rates and Open Enrollment for COBRA Participants

The Trustees of the Hawaii Employer-Union Health Benefits Trust Fund (EUTF) approved health plan premium rates for 2023. These premium rates and any plan design changes will be effective July 1, 2023.

An open enrollment period will be conducted from **April 3-28, 2023** to provide you with an opportunity to make changes to your COBRA health plan enrollments if you wish to do so. Changes submitted during this open enrollment period will be effective July 1, 2023. Your completed form must be postmarked to the EUTF **on or before April 28, 2023**.

Please note that if you do **NOT** want to make changes you do **NOT** need to complete the EUTF COBRA OE Enrollment Form or HSTA VB COBRA OE Enrollment Form.

The attached rates for COBRA participants are applicable until June 30, 2024:

- Attachment #1 is a chart of the EUTF COBRA Active Rates effective July 1, 2023.
- Attachment #2 is a chart of the HSTA VB COBRA Active Rates effective July 1, 2023.

Note: Separate invoices will be billed by each carrier selected.

The 2023 Employee Reference Guide for July 1, 2023 – June 30, 2024 can be found at eutf.hawaii.gov.

The Hawaii Employer-Union Health Benefits Trust Fund (EUTF) will conduct Active Employee Open Enrollment informational sessions in-person and via webinar. Please see the attached schedule for details.

EUTF's Mission: We care for the health and well being of our beneficiaries by striving to provide quality benefit plans that are affordable, reliable, and meet their changing needs. We provide informed service that is excellent, courteous, and compassionate.

Frequently Asked Questions

Can I change plans now?

Yes. Please complete and submit the appropriate COBRA OE Enrollment Form dated July 2023.

If I want to make a change during the open enrollment, where do I send my completed COBRA OE Enrollment Form?

Mail your completed COBRA OE form to EUTF at:

Hawaii Employer-Union Health Benefits Trust Fund (EUTF)
ATTN: COBRA OE Unit
201 Merchant Street Suite 1700
Honolulu, HI 96813

Your completed form must be postmarked to EUTF on or before April 28, 2023.

If I do not complete a Continuation of Coverage COBRA OE Enrollment Form during the COBRA open enrollment period, will my health benefits terminate?

No. You do not need to complete a COBRA OE Enrollment Form to continue your current coverage. However, if you do not make payment directly to the carriers (see attached rates) by the first of each month, your coverage will be terminated.

I want to make a change and if I forget to check any box next to the various choices, what happens?

If no selection is made, EUTF will assume no changes are being made.

Can I select only medical and not prescription drug coverage?

No. Active Employees **must** elect both medical and prescription drugs plans, which are bundled, as mandated by the Affordable Care Act.

If I do not want to make changes, do I still need to complete a COBRA OE Enrollment Form?

No.

Will EUTF be conducting any open enrollment sessions that we can attend?

The Hawaii Employer-Union Health Benefits Trust Fund (EUTF) will conduct Active Employee Open Enrollment informational sessions in-person and via webinar. Please see the attached schedule for details.

If I have questions, who can I contact?

We suggest you visit the EUTF website at eutf.hawaii.gov first to see if the information you need is available there. Click on the following links that may be pertinent:

- COBRA Continuation Coverage, or
- Links to Carrier Websites

If you still have questions, please email them to eutf.cobra@hawaii.gov. In the subject line type: "URGENT – COBRA OE INQUIRY". EUTF can answer your questions pertaining to eligibility and timing of submission of forms. However, if you have questions related to the benefits or billing in any plan, we recommend you contact the applicable insurance carrier. Their contact information is as follows:

<p>Hawaii Medical Service Association (HMSA): Oahu: (808) 948-6499, Toll-free: 1 (800) 766-4672 P. O. Box 860, Attention: Membership Services Dept. Honolulu, HI 96808-0860</p>	<p>PayFlex (Handles the billing for CVS- Billing inquiries only): Toll-free: 1 (800) 359-3921 PO Box 8396 Omaha, NE 68103-8396</p>
<p>Kaiser Permanente (Kaiser): (808) 432-5955, Toll-free: 1 (800) 966-5955 711 Kapiolani Boulevard Honolulu, HI 96813</p>	<p>CVS Caremark (Benefit inquiries only): Toll-free: 1 (855) 801-8263</p>
<p>Hawaii Dental Service (HDS): (808) 529-9310, Toll-free: 1 (866) 702-3883 900 Fort Street Mall Suite 1900 Honolulu, HI 96813</p>	<p>Vision Service Plan (VSP): Toll-free: 1 (800) 400-4569 select #2 P.O. Box 997100 Sacramento, CA 95899</p>

INSTRUCTIONS FOR COMPLETING FORM EUTF COBRA OE ENROLLMENT FORM

Please print or type clearly. If the EUTF COBRA OE Enrollment Form is unreadable, incomplete, or does not contain all information required, it may be sent back to you without action.

Submit your signed EUTF COBRA OE Enrollment Form to the Hawaii Employer-Union Health Benefits Trust Fund (EUTF) by mail:

Hawaii Employer-Union Health Benefits Trust Fund (EUTF)
ATTN: COBRA OE Unit
201 Merchant Street Suite 1700
Honolulu, HI 96813

SECTION 1 - EMPLOYEE DATA

1. Enter your last name, first name, middle initial.
2. Enter your contact information.
3. Enter your address information. If your **mailing** address differs from your **residential** address, you must enter both addresses to ensure that correspondence reaches you.
4. Mark the Open Enrollment box **only** during the annual or special open enrollment period.
5. Provide your Social Security number and your dependent(s) Social Security number.
6. Enter your gender and birth date.

SECTION 2 – PLAN SELECTION

Mark all plans you are enrolled in/want to enroll in.

1. Carefully review each selection that you make. You can choose one medical/prescription drug plan, one dental plan, and one vision plan. The prescription drug plan is bundled with the medical plan and will depend on the medical plan that you select.
2. If you do not want any plan coverage, mark the "Cancel/Waive" box. If you have other health plan coverage and do not want to participate in the EUTF plans, mark the "Cancel/Waive" box for each plan that you choose not to select.
3. To be eligible for the Royal State Supplemental plan coverage, you must have other medical coverage from another source, not including this employer.

Please print clearly or type your name in the top right corner of page 2 of 2.

SECTION 3 - DEPENDENT INFORMATION AND PLAN SELECTIONS

1. Enter your dependent(s) data. If making changes to your dependent's data, enter the corrected item. If listing more than four dependents, write/type "Continued" on the last line of the Dependent section. Attach a separate sheet of white letter sized paper to your EUTF COBRA OE Enrollment Form.
2. Use the following Relationship codes:
SP = Spouse CH = Child SC = Step Child
DP = Domestic Partner DPCH = Domestic Partner's Child GC = Guardianship or Foster Child
CU = Civil Union Partner CUCH = Civil Union Partner's Child DC = Disabled Child
3. Gender – Write/type either M or F.
4. Plan Selections. **YOUR DEPENDENTS CAN BE ENROLLED ONLY IN THE SAME PLANS IN WHICH YOU ARE ENROLLED.** If you do not want any plan coverage for any of your dependents, mark the "Self" box in Section 3.

SECTION 4 – COBRA PAYMENT INFORMATION

Checks must be made payable to each respective insurance carrier. Payment is due the first day of each month. Failure to make payment by the due date will result in the termination of this coverage. The monthly COBRA rates are subject to change.

SECTION 5 – COBRA PARTICIPANTS AUTHORIZATION AND SIGNATURE

Your signature certifies that the information provided in this application is true and complete. You also agree to abide by the terms and conditions of the benefit plans selected.

SECTION 1: COBRA PARTICIPANT DATA Please complete all applicable fields below. Social Security numbers are required to process this form.

Name (Last Name, First Name, Middle Initial) _____ Open Enrollment (effective 07/01/2023)

Home Phone (____) _____ Social Security Number (SSN) _____
 Mobile Phone (____) _____
 Work Phone (____) _____
 Email _____

Residence Address Check this box if your address has changed Gender Male Female
 Street _____ Birth Date: (MM/DD/YYYY) _____
 Line 2 _____ / / _____
 City _____ State _____ Zip Code _____

Mailing Address (if different from above)
 Street _____
 Line 2 _____
 City _____ State _____ Zip Code _____

SECTION 2: PLAN SELECTION Make your selection by checking all the boxes of the appropriate benefit plans below. Select Self, 2-Party, Family or Cancel/Waive coverage. You may only choose one medical/prescription drug plan.

Medical/Prescription Drug Plan Type	Carrier Selection	You may only choose one medical/prescription drug plan			
		Cancel/Waive	Self	2-Party	Family
PPO	PPO-90/10 HMSA Medical, Includes CVS Drug and Chiropractic Coverage*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	PPO-80/20 HMSA Medical, Includes CVS Drug Coverage and Chiropractic Coverage*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	PPO-75/25 HMSA Medical, Includes CVS Drug Coverage and Chiropractic Coverage*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HMO	HMO-HMSA Includes Drug Coverage and Chiropractic Coverage*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	HMO-Kaiser Standard Includes Drug Coverage and Chiropractic Coverage*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	HMO-Kaiser Comprehensive Includes Drug Coverage and Chiropractic Coverage*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Plans		Cancel/Waive	Self	2-Party	Family
Dental	Hawaii Dental Service <small>if enrolling new dependent ages 19-23 attach student verification</small>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vision	Vision Service Plan <small>if enrolling new dependent ages 19-23 attach student verification</small>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Note: Medical, Prescription Drug, and Chiropractic coverage must be bundled. You will be billed separately by each carrier. Please see the attached rate sheet for individual rates.

SECTION 3: DEPENDENT INFORMATION AND PLAN SELECTIONSPlease list **all** dependents you want enrolled

List all eligible dependents you wish to cover and check the plan selections desired. Relationship* Key: SP=Spouse, DP=Domestic Partner, CU=Civil Union Partner, CH=your Child or your Spouse's Child, DPCH= Domestic Partner's Child, CUCH=Civil Union Partner's Child, SC=Step Child, GC=Guardianship/Foster child, DC=Disabled Child if your child is age 19 or over and is also disabled.

Continue Coverage	Add	Delete	Dependent: Last Name, First Name, Middle Initial	Birth Date (MM/DD/YYYY)	Social Security Number **	Relationship *	Gender M / F	Medical/ Drug/ Chiro	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"/>		/ /				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SECTION 4: COBRA PAYMENT INFORMATION

Checks must be made payable to each respective insurance carrier. Payment is due the first day of each month. Failure to make payment by the due date will result in the termination of this coverage. The monthly COBRA rates are subject to change.

Hawaii Medical Service Association (HMSA): Oahu (808) 948-6499, Toll-free 1 (800) 766-4672 P.O. Box 860, Attn: Membership Services Dept., Honolulu, HI 96808-0860	CVS Caremark [billing handled by PayFlex]: Toll-free: 1 (800) 359-3921 PayFlex., PO Box 8396, Omaha, NE 68103-8396
Kaiser Permanente (Kaiser): (808) 432-5955, Toll-free 1 (800) 966-5955 711 Kapiolani Boulevard, Honolulu, HI 96813	Vision Service Plan (VSP): Toll-free 1 (800) 400-4569 select #2 P.O. Box 997100, Sacramento, CA 95899
Hawaii Dental Service (HDS): (808) 529-9310, Toll-free 1 (866) 702-3883 900 Fort Street Mall Suite 1900, Honolulu, HI 96813	

SECTION 5: COBRA PARTICIPANT AUTHORIZATION AND 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 for as long as I continue to meet EUTF's eligibility requirements, or until I elect to change them subject to the provisions of COBRA. I have read the benefit materials, understand the limitations and qualifications of the COBRA benefits program and agree to abide by the terms and conditions of the benefit plans selected.

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 of enrollment, denial of future enrollment, or civil damages. This form supersedes all forms and submissions I previously made for COBRA 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 penalty for perjury.

COBRA Participant Signature: _____

Date Signed: _____

**If you do not submit this completed EUTF COBRA OE Enrollment Form by April 28, 2023,
you will lose your right to make changes to your COBRA continuation enrollment.**

INSTRUCTIONS FOR COMPLETING FORM HSTA VB COBRA OE ENROLLMENT FORM

Please print or type clearly. If the HSTA VB COBRA OE Enrollment Form is unreadable, incomplete, or does not contain all information required, it may be sent back to you without action.

Submit your HSTA VB COBRA OE Enrollment Form to the Hawaii Employer-Union Health Benefits Trust Fund (EUTF) by mail:

Hawaii Employer-Union Health Benefits Trust Fund (EUTF)
ATTN: COBRA OE Unit
201 Merchant Street Suite 1700
Honolulu, HI 96813

SECTION 1 - EMPLOYEE DATA

1. Enter your last name, first name, middle initial.
2. Enter your contact information.
3. Enter your address information. If your **mailing** address differs from your **residential** address, you must enter both addresses to ensure that correspondence reaches you.
4. Mark the Open Enrollment box **only** during the annual or special open enrollment period.
5. Provide your Social Security number and your dependent(s) Social Security number.
6. Enter your gender and birth date.

SECTION 2 – PLAN SELECTION

Mark all plans you are enrolled in/want to enroll in.

1. Carefully review each selection that you make. You can choose one medical/prescription drug plan, one dental plan, and one vision plan. The prescription drug plan is bundled with the medical plan and will depend on the medical plan that you select.
2. If you do not want any plan coverage, mark the "Cancel/Waive" box. If you have other health plan coverage and do not want to participate in the EUTF plans, mark the "Cancel/Waive" box for each plan that you choose not to select. If you do not mark a box, EUTF will assume you are selecting Cancel/Waive.

Please print clearly or type your name in the top right corner of page 2 of 2.

SECTION 3 - DEPENDENT INFORMATION AND PLAN SELECTIONS

1. Enter your dependent(s) data. If making changes to your dependent's data, enter the corrected item. If listing more than four dependents, write/type "Continued" on the last line of the Dependent section. Attach a separate sheet of white letter sized paper to your HSTA VB COBRA OE Enrollment Form.
2. Use the following Relationship codes:

SP = Spouse	CH = Child	SC = Step Child
DP = Domestic Partner	DPCH = Domestic Partner's Child	GC = Guardianship or Foster Child
CU = Civil Union Partner	CUCH = Civil Union Partner's Child	DC = Disabled Child
3. Gender – Write/type either M or F.
4. Plan Selections. **YOUR DEPENDENTS CAN BE ENROLLED ONLY IN THE SAME PLANS IN WHICH YOU ARE ENROLLED.** If you do not want any plan coverage for any of your dependents, mark the "Self" box in Section 3.

SECTION 4 – COBRA PAYMENT INFORMATION

Checks must be made payable to each respective insurance carrier. Payment is due the first day of each month. Failure to make payment by the due date will result in the termination of this coverage. The monthly COBRA rates are subject to change.

SECTION 5 – COBRA PARTICIPANTS AUTHORIZATION AND SIGNATURE

Your signature certifies that the information provided in this application is true and complete. You also agree to abide by the terms and conditions of the benefit plans selected.

Note: The enrollment of HSTA VEBA members into the health and other benefit plans created as a result of Judge Sakamoto's 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 Judge Sakamoto's decision and reserves the right to move HSTA VEBA members into regular EUTF plans if that decision is overturned or modified.

You may elect EUTF COBRA plans as an alternative to HSTA VB plans. If you decide to do so, you will not be permitted to re-enroll in HSTA VB plans.

SECTION 1: COBRA PARTICIPANT DATA	Please complete all applicable fields below. Social Security numbers are required to process this form.
--	---

Name (Last Name, First Name, Middle Initial) _____ Open Enrollment (effective 07/01/2023)

Home Phone (____) _____
 Mobile Phone (____) _____
 Work Phone (____) _____
 Email _____
 Social Security Number (SSN) _____

Residence Address (Check this box if your address has changed)
 Street _____
 Line 2 _____
 City _____ State _____ Zip Code _____
 Gender Male Female
 Birth Date: (MM/DD/YYYY) _____/_____/_____

Mailing Address (if different from above)
 Street _____
 Line 2 _____
 City _____ State _____ Zip Code _____

SECTION 2: PLAN SELECTION	Make your selection by checking all the boxes of the appropriate benefit plans below. Select Self, 2-Party, Family or Cancel/Waive coverage. You may only choose one medical/prescription drug plan. If you do not check a box, EUTF will assume you are selecting Cancel/Waive.
----------------------------------	--

Medical/Prescription Drug Plan Type	Carrier Selection	You may only choose one medical/prescription drug plan			
		Cancel/Waive	Self	2-Party	Family
PPO	PPO-90/10 HMSA Medical, CVS Prescription Drug, Vision, Chiropractic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	PPO-80/20 HMSA Medical, CVS Prescription Drug, Vision, Chiropractic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HMO	HMO- Kaiser Comprehensive Medical, Prescription Drug, Vision, Chiropractic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Plans		Cancel/Waive	Self	2-Party	Family
Dental	Hawaii Dental Service <small>if enrolling new dependent ages 19-23 attach student verification</small>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Supplemental Dental	Supplemental Hawaii Dental Service <small>if enrolling new dependent ages 19-23 attach student verification</small>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vision	Vision Service Plan <small>if enrolling new dependent ages 19-23 attach student verification</small>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Note: The enrollment of HSTA VEBA members into the health and other benefit plans created as a result of Judge Sakamoto's 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 Judge Sakamoto's decision and reserves the right to move HSTA VEBA members into regular EUTF plans if that decision is overturned or modified.

Note: Medical, Prescription Drug, and Chiropractic coverage must be bundled. You will be billed separately by each carrier. Please see the attached rate sheet for individual rates.

SECTION 3: DEPENDENT INFORMATION AND PLAN SELECTIONSPlease list all dependents you want enrolled

List all eligible dependents you wish to cover and check the plan selections desired. Relationship* Key: SP=Spouse, DP=Domestic Partner, CU=Civil Union Partner, CH=your Child or your Spouse's Child, DPCH= Domestic Partner's Child, CUCH=Civil Union Partner's Child, SC=Step Child, GC=Guardianship/Foster child, DC=Disabled Child if your child is age 19 or over and is also disabled.

Continue Coverage	Add	Delete	Dependent: Last Name, First Name, Middle Initial	Birth Date (MM/DD/YYYY)	Social Security Number **	Relationship *	Gender M / F	Medical/ Drug/ Chiro	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"/>		/ /				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SECTION 4: COBRA PAYMENT INFORMATION

Checks must be made payable to each respective insurance carrier. Payment is due the first day of each month. Failure to make payment by the due date will result in the termination of this coverage. The monthly COBRA rates are subject to change.

Hawaii Medical Service Association (HMSA): Oahu (808) 948-6499, Toll-free 1 (800) 766-4672 P.O. Box 860, Attn: Membership Services Dept., Honolulu, HI 96808-0860	CVS Caremark [billing handled by PayFlex]: Toll-free: 1 (800) 359-3921 PayFlex, PO Box 8396, Omaha, NE 68103-8396
Kaiser Permanente (Kaiser): (808) 432-5955, Toll-free 1 (800) 966-5955 711 Kapiolani Boulevard, Honolulu, HI 96813	Vision Service Plan (VSP): Toll-free 1 (800) 400-4569 select #2 P.O. Box 997100, Sacramento, CA 95899
Hawaii Dental Service (HDS): (808) 529-9310, Toll-free 1 (866) 702-3883 900 Fort Street Mall Suite 1900, Honolulu, HI 96813	

SECTION 5: COBRA PARTICIPANT AUTHORIZATION AND 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 for as long as I continue to meet EUTF's eligibility requirements, or until I elect to change them subject to the provisions of COBRA. I have read the benefit materials, understand the limitations and qualifications of the COBRA benefits program and agree to abide by the terms and conditions of the benefit plans selected.

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 of enrollment, denial of future enrollment, or civil damages. This form supersedes all forms and submissions I previously made for COBRA 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 penalty for perjury.

By signing this EC-1 form, I acknowledge that I am authorizing EUTF to forward the information I have provided on this form to the carriers that I have selected in Section 2. I understand that my information will only be used as necessary by the carriers for my COBRA continuation coverage enrollment.

COBRA Participant Signature: _____ Date Signed: _____

**If you do not submit this completed EUTF COBRA OE Enrollment Form by April 28, 2023,
you will lose your right to make changes to your COBRA continuation enrollment.**

Please submit your signed HSTA VB COBRA OE Enrollment Form by mail to:
EUTF, ATTN: COBRA OE Unit, 201 Merchant Street Suite 1700, Honolulu, HI 96813

**Hawaii Employer-Union Health Benefits Trust Fund
EUTF Monthly Active COBRA Rates**

Benefit Plan	Type of Enrollment	7/1/2022 - 6/30/2023		7/1/2023 - 6/30/2024	
		Regular COBRA	Disability COBRA	Regular COBRA	Disability COBRA
MEDICAL PLANS					
PPO - 90/10 Plan - HMSA Medical	Self	\$ 751.57	\$ 1,105.26	\$ 790.64	\$ 1,162.71
	Two-Party	1,825.51	2,684.58	1,920.41	2,824.14
	Family	2,328.04	3,423.60	2,449.06	3,601.56
PPO - 80/20 Plan - HMSA Medical	Self	\$ 552.43	\$ 812.40	\$ 581.27	\$ 854.82
	Two-Party	1,341.54	1,972.86	1,411.61	2,075.91
	Family	1,710.66	2,515.68	1,800.01	2,647.08
PPO - 90/10 and 80/20 Plans - CVS Caremark Prescription Drug	Self	\$ 185.06	\$ 272.16	\$ 189.44	\$ 278.58
	Two-Party	449.70	661.32	460.30	676.92
	Family	572.96	842.58	586.46	862.44
PPO - 75/25 Plan - HMSA Medical	Self	\$ 350.55	\$ 515.52	\$ 400.65	\$ 589.20
	Two-Party	851.08	1,251.60	972.73	1,430.49
	Family	1,084.95	1,595.52	1,239.99	1,823.52
PPO - 75/25 Plan - CVS Caremark Prescription Drug	Self	\$ 94.94	\$ 139.62	\$ 94.56	\$ 139.06
	Two-Party	230.68	339.24	229.74	337.86
	Family	293.92	432.24	292.72	430.48
HMO - HMSA Medical	Self	\$ 754.04	\$ 1,108.89	\$ 793.13	\$ 1,166.37
	Two-Party	1,831.63	2,693.58	1,926.59	2,833.23
	Family	2,335.92	3,435.18	2,457.01	3,613.26
HMO - CVS Caremark Prescription Drug	Self	\$ 185.06	\$ 272.16	\$ 189.44	\$ 278.58
	Two-Party	449.70	661.32	460.30	676.92
	Family	572.96	842.58	586.46	862.44
PPO - 90/10 Plan - HMSA Medical and CVS Caremark Prescription Drug	Self	\$ 936.63	\$ 1,377.42	\$ 980.08	\$ 1,441.29
	Two-Party	2,275.21	3,345.90	2,380.71	3,501.06
	Family	2,901.00	4,266.18	3,035.52	4,464.00
PPO - 80/20 Plan - HMSA Medical and CVS Caremark Prescription Drug	Self	\$ 737.49	\$ 1,084.56	\$ 770.71	\$ 1,133.40
	Two-Party	1,791.24	2,634.18	1,871.91	2,752.83
	Family	2,283.62	3,358.26	2,386.47	3,509.52
PPO - 75/25 Plan - HMSA Medical and CVS Caremark Prescription Drug	Self	\$ 445.49	\$ 655.14	\$ 495.21	\$ 728.26
	Two-Party	1,081.76	1,590.84	1,202.47	1,768.35
	Family	1,378.87	2,027.76	1,532.71	2,254.00
HMO - HMSA Medical and CVS Caremark Prescription Drug	Self	\$ 939.10	\$ 1,381.05	\$ 982.57	\$ 1,444.95
	Two-Party	2,281.33	3,354.90	2,386.89	3,510.15
	Family	2,908.88	4,277.76	3,043.47	4,475.70
HMO - Kaiser Comprehensive Medical and Prescription Drug	Self	\$ 777.13	\$ 1,142.84	\$ 822.01	\$ 1,208.85
	Two-Party	1,888.44	2,777.12	1,997.50	2,937.51
	Family	2,409.09	3,542.79	2,548.24	3,747.42
HMO - Kaiser Standard Medical and Prescription Drug	Self	\$ 482.15	\$ 709.05	\$ 509.97	\$ 749.97
	Two-Party	1,171.64	1,723.01	1,239.27	1,822.47
	Family	1,494.68	2,198.07	1,580.95	2,324.94
DENTAL PLAN					
HDS Dental	Self	\$ 37.14	\$ 54.63	\$ 36.51	\$ 53.70
	Two-Party	74.29	109.26	73.03	107.40
	Family	122.15	179.64	120.07	176.58
VISION PLAN					
VSP Vision	Self	\$ 6.24	\$ 9.18	\$ 4.28	\$ 6.30
	Two-Party	11.58	17.04	7.97	11.73
	Family	15.17	22.32	10.42	15.33

NOTE: Rates include the ACA Insurer fees for all fully-insured benefits as provided by the carriers and take into account repeal of Insurer fees effective 2021. ACA Insurer fees not required for CVS Caremark prescription drug rates. The rates exclude the Comparative Effectiveness Research (Patient-Centered Outcome Research Institute) fees assessed to comply with ACA.

The Active COBRA rates do not include an EUTF administrative fee.

Caremark prescription drug premiums are as provided by PSG.

**Hawaii Employer-Union Health Benefits Trust Fund
HSTA VB Monthly Active COBRA Rates**

Benefit Plan	Type of Enrollment	7/1/2022 - 6/30/2023		7/1/2023 - 6/30/2024	
		Regular COBRA	Disability COBRA	Regular COBRA	Disability COBRA
MEDICAL PLANS					
PPO - 90/10 Plan - HMSA Medical	Self	\$ 545.61	\$ 802.38	\$ 623.11	\$ 916.35
	Two-Party	1,323.26	1,945.98	1,511.23	2,222.40
	Family	1,686.77	2,480.55	1,926.37	2,832.90
PPO - 80/20 Plan - HMSA Medical	Self	\$ 442.17	\$ 650.25	\$ 505.55	\$ 743.46
	Two-Party	1,072.32	1,576.95	1,226.01	1,802.97
	Family	1,366.53	2,009.61	1,562.39	2,297.64
PPO - 90/10 and 80/20 Plans - CVS Caremark Prescription Drug	Self	\$ 196.48	\$ 288.94	\$ 198.26	\$ 291.58
	Two-Party	477.36	702.00	481.74	708.46
	Family	608.22	894.46	613.82	902.68
PPO - 90/10 Plan - HMSA Medical and CVS Caremark Prescription Drug	Self	\$ 742.09	\$ 1,091.32	\$ 821.37	\$ 1,207.93
	Two-Party	1,800.62	2,647.98	1,992.97	2,930.86
	Family	2,294.99	3,375.01	2,540.19	3,735.58
PPO - 80/20 Plan - HMSA Medical and CVS Caremark Prescription Drug	Self	\$ 638.65	\$ 939.19	\$ 703.81	\$ 1,035.04
	Two-Party	1,549.68	2,278.95	1,707.75	2,511.43
	Family	1,974.75	2,904.07	2,176.21	3,200.32
HMO - Kaiser Comprehensive Medical and Prescription Drug	Self	\$ 671.67	\$ 987.75	\$ 710.45	\$ 1,044.78
	Two-Party	1,632.16	2,400.24	1,726.41	2,538.84
	Family	2,082.18	3,062.03	2,202.42	3,238.86
DENTAL PLANS					
HDS Dental	Self	\$ 40.12	\$ 59.01	\$ 39.67	\$ 58.35
	Two-Party	80.25	118.02	79.35	116.70
	Family	132.02	194.16	130.58	192.03
HDS Supplemental Dental	Self	\$ 18.91	\$ 27.81	\$ 18.52	\$ 27.24
	Two-Party	37.82	55.62	37.04	54.48
	Family	56.73	83.43	55.56	81.72
VISION PLAN					
VSP Vision	Self	\$ 6.24	\$ 9.18	\$ 4.28	\$ 6.30
	Two-Party	11.58	17.04	7.97	11.73
	Family	15.17	22.32	10.42	15.33

NOTE: Rates include the ACA Insurer fees for all fully-insured benefits as provided by the carriers and take into account repeal of Insurer fees effective 2021. ACA Insurer fees not required for CVS Caremark prescription drug rates. The rates exclude the Comparative Effectiveness Research (Patient-Centered Outcome Research Institute) fees assessed to comply with ACA.

The Active COBRA rates do not include an EUTF administrative fee.

Caremark prescription drug premiums are as provided by PSG.

HIPAA Notice: Notice of Privacy Rules

Effective date of this notice is October 1, 2020.

This notice describes how your medical information may be used and disclosed and how you can get access to this information. Please review it carefully.

A federal law, commonly known as HIPAA (the Health Insurance Portability and Accountability Act of 1996), governs all group health plans' use and disclosure of medical information. You may find HIPAA's privacy rules at 45 Code of Federal Regulations Parts 160 and 164.

This notice describes the EUTF's privacy practices and your rights regarding the uses and disclosures of your medical information as it relates to the EUTF group health plan. The EUTF self-funded group health plan includes the Outpatient Prescription Drug Program Benefits (hereafter referred to as the "Plan") and is required by law to take reasonable steps to maintain the privacy of your personally identifiable health information (called **Protected Health Information or PHI**) and to inform you about the Plan's legal duties and privacy practices with respect to protected health information.

You may receive a Privacy Notice from various insured group health benefit programs. Each of these notices will describe your rights as it pertains to that plan and in compliance with the Federal regulation, HIPAA. This Privacy Notice however, pertains to your protected health information related to the EUTF benefit plan (the "Plan") and outside companies contracted to help administer Plan benefits, also called "business associates."

The EUTF acknowledges that your medical and health information is personal – and is committed to protecting your privacy.

For administration purposes, the EUTF has access to a record of your claims reimbursed under your health insurance benefits plan. This notice applies to all of the medical records that the EUTF maintains or can access. Your personal doctor, health care provider, or health insurance carrier might have different policies or notices regarding their use and disclosure of medical information that they maintain or create. However, HIPAA applies to all organizations or persons that maintain personal health information, if they fall under HIPAA's definition of "Covered Entities."

By law, the EUTF MUST:

- Make sure that medical information that identifies you is kept private,
- Give you this notice of the EUTF's legal duties and privacy practices with respect to your medical information,
- Retain copies of the notices the EUTF issues to you,
- Retain any written acknowledgments that you received the notices, or document the EUTF's good faith efforts to obtain such written acknowledgments from you,
- Follow the terms of the notice that is currently in effect, and
- Notify affected individuals following a breach of unsecured protected health information.

HIPAA also requires the EUTF to tell you about:

- The EUTF's uses and disclosures of your medical information,
- Your privacy rights with respect to your medical information,
- Your right to file a complaint with the EUTF and with the Secretary of the Department of Health and Human Services, and
- The person or office at the EUTF whom you may contact for additional information about the EUTF's privacy practices.

How the EUTF May Use and Disclose Your Medical Information

The following categories describe the different ways the EUTF may use and disclose your medical information. Some uses and disclosures of your medical information require your authorization or the opportunity to agree or object to the use or disclosure. Other uses and disclosures do not. This notice clearly identifies whether or not the use or disclosure of your medical information requires your authorization or the opportunity to agree or object. Each category contains an explanation of what is meant by the "use and disclosure" of your medical information, and some examples. Not every use or disclosure in a category will be listed. However, the ways the EUTF is allowed to use and disclose your medical information will generally fall into one of the categories listed.

The following categories DO NOT REQUIRE the EUTF to obtain your consent, authorization, or to provide you the opportunity to agree or object to the use or disclosure.

- **For Treatment:** the EUTF may use or disclose your medical information to help you get medical treatment or services through the EUTF. The EUTF may disclose your medical information to health care providers, including doctors, nurses, technicians, medical students, or other health care professionals who are providing you with services covered under your insurance plan. For example, the EUTF might disclose the name of your child's dentist to your child's orthodontist so that the orthodontist may ask the dentist for your child's dental X-rays.
- **For Payment:** the EUTF may use and disclose your medical information in the process of determining your eligibility for benefits under the EUTF, to facilitate payment to health care providers for the treatment or services you have received from them, to determine benefit responsibility under the EUTF, and to facilitate reviews for medical necessity/appropriateness of your care. For example, the EUTF may tell your doctor whether you are eligible for coverage under the EUTF, or what percentage of the bill may be paid by the EUTF. Likewise, the EUTF may share your medical information with another entity to assist with the adjudication or subrogation of your claims or to another health plan to coordinate benefit payments.
- **For EUTF Operations:** the EUTF may use and disclose your medical information for health care operations and other EUTF operations. This can include disclosures to the EUTF's Board of Trustees, the sponsoring public employers (Human Resources Officer (HRO) or any other person who functions as your employer's personnel officer), and the Employees Retirement System (ERS). These uses and disclosures are necessary to administer the EUTF benefit plans. For example, the EUTF may use and disclose your medical information to conduct or facilitate quality assessments and improvement activities, patient safety activities, performance and compliance reviews, auditing, fraud and abuse detection, underwriting, enrollment, premium rating and other activities related to creating, renewing or replacing insurance contracts or benefit plans, claims review and appeals, legal functions and services, business planning and development, and other activities related to business management and administration. In connection with the foregoing, the EUTF may disclose your medical information to third parties who perform various health care operations or EUTF operations on its behalf.

- **Disclosure to Business Associates:** the EUTF may disclose your medical information to business associates in carrying out treatment, payment, health care operations and EUTF operations. For example, the EUTF may disclose your medical information to a utilization management organization to review the appropriateness of a proposed treatment under your insurance plan.
- **Disclosure to Health Insurance Companies or Health Maintenance Organizations:** In carrying out treatment, payment or health care operations, the EUTF may disclose your medical information to health insurance companies or health maintenance organizations (HMOs) that it contracts with to provide services or benefits under its health benefits plans. For example, the EUTF may disclose your medical information to the Hawaii Medical Service Association in order to verify your eligibility for benefits or services.
- **Disclosure to the Plan Sponsor and Its Representatives:** the EUTF is sponsored by State, county and other public employers who are represented on the EUTF's Board of Trustees. The EUTF may disclose information to the EUTF's Board of Trustees, the sponsoring public employers, and the Employees Retirement System (ERS) for payment, health care operations, and EUTF operations. For example, the EUTF may disclose information to the sponsoring employers about whether you are participating in a group health plan that is offered by the EUTF, or whether you are enrolled or disenrolled in any such group health plan. Disclosure to the sponsoring employers may include disclosures to your departmental personnel officer (DPO) or any other person who functions as your employer's personnel officer. In the event you appeal a denied claim or other matter to the EUTF's Board of Trustees, the EUTF may disclose your medical information to the EUTF's Board of Trustees and its staff, consultant, and legal counsel as may be necessary to allow the EUTF's Board of Trustees to make a decision on your appeal. The EUTF may also disclose your medical information to the EUTF's Board of Trustees for plan administration functions, including such functions as quality assurance and auditing or monitoring the operations of group health plans that are part of the EUTF.
- **As Required By Law:** the EUTF will disclose your medical information when required to do so by federal, state or local law. For example, the EUTF may disclose your medical information when required to do so by a court order in a civil proceeding such as a malpractice lawsuit. Or, the Secretary of the Department of Health and Human Services might require the use and disclosure of your medical information to investigate or determine the EUTF's compliance with federal privacy regulations (this notice).
- **To Avert a Serious Threat to Health or Safety:** the EUTF may use and disclose your medical information when necessary to prevent a serious threat to your health or safety, or to the health and safety of the public or another person. However, any such disclosure would be made only to a person able to help prevent the threat. For example, the EUTF may disclose your medical information in a legal proceeding regarding the licensure of a doctor.
- **Public Health Activities:** the EUTF may disclose your medical information to a public health authority for the purpose of preventing or controlling disease, injury or disability or to report child abuse or neglect.

Special Situations

Immunizations: To a school about an individual who is a student or prospective student of the school if the protected health information disclosed is limited to proof of immunization, the school is required by State or other law to have such proof of immunization prior to admitting the individual and the covered entity obtains and documents the agreements to this disclosure from either a parent, guardian or other person acting in loco parentis of the individual, if the individual is an unemancipated minor; or the individual, if the individual is an adult or emancipated.

Organ and Tissue Donation: If you are an organ donor, the EUTF may release your medical information to organizations that handle organ procurement or organ, eye or tissue transplantation, or to an organ donation bank, as necessary to facilitate organ or tissue donation and transplantation.

Military and Veterans: If you are a member of the armed forces, the EUTF may release your medical information as required by military command authorities. The EUTF may also release medical information about foreign military personnel to the appropriate foreign military authority.

Workers' Compensation: the EUTF may release your medical information for Workers' Compensation or similar programs. These programs provide benefits for work-related injuries or illnesses.

Health Oversight Activities: the EUTF may disclose your medical information to a health oversight agency for activities authorized by law. These oversight activities can include audits, investigations, inspections, and licensure. These activities are necessary for the government to monitor the health care system, government programs, and compliance with civil rights laws.

Lawsuits and Disputes: If you are involved in a lawsuit or a dispute, the EUTF may disclose your medical information in response to a court order or administrative ruling. The EUTF may also disclose your medical information in response to a subpoena, discovery request, or other lawful process by someone involved in the dispute, but only if efforts have been made to tell you about the request or to obtain an order protecting the medical information requested.

Law Enforcement: the EUTF may release your medical information if asked to do so by a law enforcement official:

- In response to a court order, subpoena, warrant, summons or similar process,
- To identify or locate a suspect, fugitive, material witness or missing person,
- About the victim of a crime if, under certain limited circumstances, the EUTF is able to obtain the person's agreement,
- About a death the EUTF believes might be the result of criminal conduct, and
- In emergency circumstances to report a crime, the location of a crime or victims, or the identity, description or location of the person who committed the crime.

Coroners, Medical Examiners and Funeral Directors: the EUTF may release your medical information to a coroner or medical examiner. This might be necessary, for example, to identify a deceased person or determine the cause of death.

National Security and Intelligence Activities: the EUTF may release your medical information to authorized federal officials for intelligence, counterintelligence, and other national security activities authorized by law.

The following category REQUIRES the EUTF to obtain your written authorization for the use or disclosure.

Generally, the Plan will require that you sign a valid authorization form in order to use or disclose your PHI **other than** when you request your own PHI, a government agency requires it, or the Plan uses it for treatment, payment or health care operation. You have the right to revoke an authorization.

The Plan does not engage in the use or disclosure of PHI with respect to **marketing** (communication about a product or service that encourages recipients to purchase or use the product or service, or an arrangement between a covered entity and any other entity whereby the covered entity discloses PHI in exchange for direct or indirect financial remuneration). This Plan does not engage in the use or disclosure of PHI with respect to the sale of PHI. The Plan does not use or disclose PHI that is **genetic information for underwriting purposes**, including enrollment, premium or contribution amounts or other activities related to the placement or renewal of health insurance or health benefits. Genetic information includes information about the individual's genetic tests and the genetic tests of the individual's family members.

Psychotherapy Notes: Generally the EUTF must obtain your written authorization to use and disclose psychotherapy notes about you from your psychotherapist. Psychotherapy notes are separately filed notes about your conversations with your mental health professional during a counseling session. They do not include summary information about your mental health treatment. However, the EUTF may use and disclose your psychotherapy notes when needed by the EUTF to defend against a lawsuit filed by you.

The following category REQUIRES that the EUTF gives you an opportunity to agree or disagree prior to the use or disclosure.

- **Family or Friends Involvement:** the EUTF may disclose your medical information to family members, other relatives, or your friends without your written consent or authorization if:
 - The medical information is directly relevant to the family or friend’s involvement with your care or payment for that care, and
 - You have either agreed to the disclosure or have been given the opportunity to object to the disclosure and have not objected.

Any other Plan uses and disclosures not described in this Notice will be made only if you provide the Plan with written authorization, subject to your right to revoke your authorization, and information used and disclosed will be made in compliance with the minimum necessary standards of the regulation.

Your Rights Regarding Your Medical Information

You have the following rights regarding your medical information maintained by the EUTF:

Right to Inspect and Copy Your Medical Information: You have the right to inspect and obtain a copy (in hard copy or electronic form) of your PHI (except psychotherapy notes and information compiled in reasonable contemplation of an administrative action or proceeding) contained in a “designated record set,” for as long as the Plan maintains the PHI. The designated record set includes enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by or for a health plan; or other information used in whole or in part by or for the EUTF to make decisions about people covered under the EUTF’s health benefits plans. Information used for quality control or peer review analyses and not used to make decisions about people covered by the EUTF health benefits plans is not contained in the designated record set. You may request your hard copy or electronic information in a format that is convenient for you, and the Plan will honor that request to the extent possible. You may also request a summary of your PHI.

If you request a copy of your medical information, it will be provided to you in accordance with the time limits required under Part II of Chapter 92F, Hawaii Revised Statutes, and the rules enacted thereunder. Under those laws, the EUTF will generally provide a copy of your medical information to you within ten (10) days. However, in certain circumstances, the EUTF may be entitled to additional time to respond to your request.

You or your personal representative must complete a form to request access to your medical information contained in the designated record set. You must submit the completed request form to the EUTF Privacy Officer whose address is provided at the end of this HIPAA notice.

If you request a copy of the information, the EUTF may charge a fee for the costs of copying and mailing the information to you, for creating the PHI or preparing a summary of your PHI, or for other supplies associated with complying with your request.

The EUTF may deny your request to inspect and copy medical information in certain, very limited circumstances. If you are denied access to medical information, you may appeal.

If the EUTF denies your request to inspect or copy your medical information, the EUTF will provide you or your personal representative with a written denial identifying the reason(s) for the denial. The denial will also include a description of how you may exercise your appeal rights, and a description of how you may file a complaint with the Secretary of the Department of Health and Human Services.

Right to Amend Your Medical Information: If you think that your medical information is incorrect or incomplete, you may ask the EUTF to amend the information. You have the right to request an amendment for as long as the information is kept by, or for, the EUTF.

To request an amendment, you must submit your request, in writing, to the EUTF Privacy Officer. Your written request must include a reason that supports your request.

After you request that the EUTF amend your medical information, the EUTF must comply with your request within twenty (20) business days or notify you that your request has been denied.

The EUTF may deny your request for an amendment to your medical information if your request is not in writing or does not include a reason to support the request. In addition, the EUTF may deny your request if you ask the EUTF to amend information that:

- Is not part of the medical information kept by or for the EUTF,
- Was not created by the EUTF, unless the person or entity that created the information is no longer available to make the amendment,
- Is not part of the information which you would be permitted to inspect and copy, or
- Is accurate and complete.

If the EUTF denies your request in the whole or in part, the EUTF must provide you with a written denial that explains the basis for the denial. You or your personal representative may then submit a written statement disagreeing with the denial, and have that statement included with any future disclosure of your medical information.

Right to an Accounting of Disclosures: You have the right to request an “accounting of disclosures” if a disclosure was made without your authorization for any purpose other than treatment, payment, or health care operations, or where the disclosure was to you about your own medical information.

To request this list of disclosures, you must submit a written request to the EUTF Privacy Officer. Your request must state a time period for which you are requesting the list of disclosures. This period may not be longer than six (6) years and may not include dates before April 14, 2003. Your request should indicate in what form you want the list (for example, paper or electronic). The first list you request within any 12-month period will be provided free of charge. For additional lists, the EUTF may charge you for the costs of providing the list. The EUTF will notify you of the cost involved, and you may choose to withdraw or modify your request at that time before you incur any costs.

The EUTF has sixty (60) days from the date it receives your request to provide you the list of disclosures, and is allowed an additional thirty (30) days to comply, if it provides you with a written statement of the reasons for the delay and the date by which the accounting will be provided.

Right to Request Restrictions: You have the right to request a restriction or limitation on your medical information uses or disclosures for treatment, payment or health care operations. You also have the right to request a limit on your medical information that the EUTF discloses to someone involved in your care or payment for your care, like a family member or friend. For example, you could ask that the EUTF not use or disclose information about a surgical procedure you had.

The EUTF is not required by law to agree to your request.

You or your personal representative must complete a form to request restrictions on the use or disclosure of your medical information. You must submit the completed form to the EUTF Privacy Officer whose address is provided at the end of this HIPAA notice. In your request, you must indicate:

- What information you want to limit,
- Whether you want to limit the EUTF’s use, disclosure, or both, and
- To whom you want the limits to apply, for example, disclosures to your spouse.

Right to Request Confidential Communications: You have the right to request that the EUTF communicate with you about your medical information or other medical matters in a certain way, or at a certain location. For example, you may ask that the EUTF contact you only at work or by mail.

To request confidential communications, you must submit a written request to the EUTF Privacy Officer whose address is provided at the end of this HIPAA notice. The EUTF will not ask you the reason for your request and will accommodate all reasonable requests. Your request must specify how and/or where you wish to be contacted.

Right to a Paper Copy of This Notice: You have the right to receive a paper copy of this notice. You may ask the EUTF to give you a copy of this notice at any time. Even if you have agreed to receive this notice electronically, you are still entitled to request a paper copy of this notice.

To obtain a paper copy of this notice, submit a written request to the EUTF Privacy Officer, whose address is provided at the end of this HIPAA notice.

Right to Notification of Breach: If a breach of your unsecured protected health information occurs, the Plan will notify you.

A Note about Personal Representatives

You may exercise your privacy rights through a personal representative. Your personal representative will be required to provide evidence of his or her authority to act on your behalf before that person will be given access to your medical information or allowed to take any action on your behalf with respect to your medical information. Proof of such authority may take one of the following forms:

- A power of attorney for health care purposes, notarized by a notary public,
- A court order appointing the person as your conservator or guardian, or
- An individual who is the parent of a minor child.

The EUTF may decide to deny a personal representative access to medical information of a person if it thinks this will protect the person represented from abuse or neglect. This also applies to personal representatives of minors.

However, state or other applicable law will govern whether the EUTF is permitted to disclose an unemancipated minor dependent child's medical information to the child's parent(s). State or other applicable law will also govern whether the EUTF is permitted to provide a parent's access to his or her child's medical information.

Changes to This Notice

The EUTF reserves the right to change this notice. The EUTF also reserves the right to make the revised or changed notice effective for medical information it already maintains or has access to about you — as well as any information the EUTF receives in the future. The EUTF will post a copy of the current notice on the EUTF's web site. This notice will contain the effective date of the current notice on the first page, in the top right-hand corner.

Any revised version of this notice will be distributed within sixty (60) days of the effective date of any material change to the uses or disclosures, your rights, the duties of the EUTF or other privacy practices stated in this notice. Material changes are changes to the uses and disclosures of PHI, an individual's rights, the duties of the Plan or other privacy practices stated in the Privacy Notice. Because our health plan posts its Notice on its website, we will prominently post the revised Notice on that website by the effective date of the material change to the Notice. We will also provide the revised notice, or information about the material change and how to obtain the revised Notice, in our next annual Notice distribution to individuals covered by the Plan.

Minimum Necessary Standard

When the EUTF uses or discloses your medical information, or requests your medical information from another entity, the EUTF will make reasonable efforts not to use, disclose or request more than the minimum amount of your medical information needed to accomplish the intended purpose of the use, disclosure or request, taking into consideration practical and technological limitations. However, the minimum necessary standard will not apply to:

- Disclosures to or requests by a health care provider for treatment,
- Uses by you or disclosures to you of your own medical information,
- Disclosures made to the Secretary of the Department of Health and Human Services,
- Uses or disclosures that may be required by law,
- Uses or disclosures that are required by the EUTF's compliance with legal regulations, and
- Uses and disclosures for which the EUTF has obtained your authorization.

The Plan may share PHI with the Plan Sponsor for limited administrative purposes, such as determining claims and appeals, performing quality assurance functions and auditing and monitoring the Plan. The Plan shares the minimum information necessary to accomplish these purposes.

This notice does not apply to medical information that has been "de-identified." De-identified information is medical information that does not identify an individual and with respect to which there is no reasonable basis to believe that the information can be used to identify an individual.

In addition, the EUTF may use or disclose "summary health information" to obtain premium bids or to modify, amend or terminate the EUTF's health benefits plans. Summary health information is information that summarizes the claims history, claims expenses, or types of claims experienced by individuals for whom the EUTF has provided benefits, and from which identifying information has been deleted in accordance with the Health Insurance Portability and Accountability Act (HIPAA).

Complaints

If you believe your privacy rights have been violated, you may file a complaint with the EUTF Privacy Officer, whose address is provided at the end of this HIPAA notice. You may also file a complaint (within 180 days of the date you know or should have known about an act or omission) with the Secretary of the U.S. Department of Health and Human Services by contacting their nearest office as listed in your telephone directory or at this website: <https://www.hhs.gov/about/contact-us/index.html>, or this website: <http://www.hhs.gov/ocr/privacy/hipaa/complaints/index.html>, or contact the Privacy Officer for more information about how to file a complaint. You must submit any complaints in writing. The EUTF will not penalize or retaliate against you for filing a complaint.

Other Uses and Disclosures of Your Medical Information

Other uses and disclosures of medical information not covered by this notice or the laws that apply to the EUTF will be made only with your written authorization. If you provide the EUTF with authorization to use or disclose your medical information, you may revoke that authorization, in writing, at any time. If you revoke your authorization, the EUTF will no longer use or disclose your medical information for the reasons covered by your written authorization.

You should understand that the EUTF is unable to take back any disclosures that have already been made with your authorization, and that the EUTF is required to retain any records regarding any care or services provided to you.

EUTF may not (and does not) use your genetic information that is PHI for underwriting purposes.

Questions?

If you have any questions about this notice, contact the EUTF Privacy Officer, at the address below.

Governing Law

If there is any discrepancy between the information in this notice and the actual HIPAA regulations, the regulations will prevail, and the EUTF will use and disclose your medical information in a manner consistent with the regulations.

You may contact the **EUTF Privacy Officer** at the following address:
201 Merchant Street, Suite 1700, Honolulu, HI 96813
Telephone number: 808-586-7390, Toll Free number: 1-800-295-0089

JOSH GREEN, M.D.
GOVERNOR




STATE OF HAWAII
HAWAII EMPLOYER-UNION HEALTH BENEFITS TRUST FUND
201 MERCHANT STREET, SUITE 1700
HONOLULU, HAWAII 96813
Oahu (808) 586-7390
Toll Free 1(800) 295-0089
www.eutf.hawaii.gov

BOARD OF TRUSTEES
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ROBERT YU

ADMINISTRATOR
DEREK M. MIZUNO

ASSISTANT ADMINISTRATOR
DONNA A. TONAKI

February 15, 2023

TO: Active Employees
FROM: Derek Mizuno, Administrator 
SUBJECT: Required Notices

Annually, the EUTF is required by Federal law to provide the following notices to active employees:

- Important Notice from the Hawaii Employer-Union Health Benefits Trust Fund (EUTF) About Prescription Drug Coverage for People with Medicare
- Availability of Summary Health Information: The Summary of Benefit and Coverage (SBC Documents)
- Women’s Health and Cancer Rights Act of 1998 (WHCRA) Annual Notice Reminder
- Privacy Notice Reminder
- Notice Regarding the Wellness Program
- Special Enrollment Notice

These notices are enclosed with this memo and can also be found on our website at eutf.hawaii.gov/important-notices.

Enclosures

EUTF’s Mission: We care for the health and well being of our beneficiaries by striving to provide quality benefit plans that are affordable, reliable, and meet their changing needs. We provide informed service that is excellent, courteous, and compassionate.

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 HMSA and Kaiser Permanente medical plans and the prescription drug coverage available for people with 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 now 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 prescription drug plan options:

- HMSA 75/25 PPO Plan (as administered by CVS Caremark)
- HMSA 80/20 PPO Plan (as administered by CVS Caremark)
- HMSA 90/10 PPO Plan (as administered by CVS Caremark)
- HMSA HMO Plan (as administered by CVS Caremark)
- HSTA VB HMSA 90/10 PPO Plan (as administered by CVS Caremark)
- HSTA VB HMSA 80/20 PPO Plan (as administered by CVS Caremark)
- Kaiser Permanente HMO plans (as administered by Kaiser)

"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 Caremark-administered drug plans: HMSA 75/25 PPO Plan, HMSA 80/20 PPO Plan, HMSA 90/10 PPO Plan, HMSA HMO Plan, HSTA VB HMSA 90/10 PPO Plan, and HSTA VB HMSA 80/20 PPO Plan, as well as the Kaiser Permanente HMO plans (as administered by Kaiser).**

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 You Can Do	What This Option Means to You
Option 1	<p>You can select or keep your current medical and prescription drug coverage under the CVS Caremark administered drug plans: HMSA 75/25 PPO Plan, HMSA 80/20 PPO Plan, HMSA 90/10 PPO Plan, HMSA HMO Plan, HSTA VB HMSA 90/10 PPO Plan, and HSTA VB HMSA 80/20 PPO Plan, as well as the Kaiser Permanente HMO plans (as administered by Kaiser Permanente), and you do not have to enroll in a Medicare prescription drug plan.</p>	<p>You will continue to be able to use your prescription drug benefits through the CVS Caremark administered drug plans: HMSA 75/25 PPO Plan, HMSA 80/20 PPO Plan, HMSA 90/10 PPO Plan, HMSA HMO Plan, HSTA VB HMSA 90/10 PPO Plan, and HSTA VB HMSA 80/20 PPO Plan, as well as the Kaiser Permanente HMO plans (as administered by Kaiser).</p> <ul style="list-style-type: none"> You may, in the future, enroll in a Medicare prescription drug plan during Medicare’s annual enrollment period (October 15 through December 7 of each year). As long as you are enrolled in creditable drug coverage, you will not have to pay a higher premium (a late enrollment fee) to Medicare when you do choose, at a later date, to sign up for a Medicare prescription drug plan.
Option 2	<p>You can select or keep your current medical and prescription drug coverage with the CVS Caremark administered drug plans: HMSA 75/25 PPO Plan, HMSA 80/20 PPO Plan, HMSA 90/10 PPO Plan, HMSA HMO Plan, HSTA VB HMSA 90/10 PPO Plan, and HSTA VB HMSA 80/20 PPO Plan, as well as the Kaiser Permanente HMO plans (as administered by Kaiser Permanente) and also enroll in a Medicare prescription drug plan.</p> <p>If you enroll in a Medicare prescription drug plan, you will need to pay the Medicare Part D premium, if applicable, out of your own pocket.</p>	<p>Your current coverage pays for other health expenses in addition to prescription drugs.</p> <p>If you enroll in a Medicare prescription drug plan, you and your eligible dependents will still be eligible to receive all your current health and prescription drug benefits. Having dual prescription drug coverage under this plan and Medicare means that this plan will coordinate its drug payments with Medicare, as follows:</p> <ul style="list-style-type: none"> For Medicare-eligible retirees and their Medicare-eligible dependents, Medicare Part D coverage pays primary, and the group health plan pays secondary. For Medicare-eligible active employees and their Medicare-eligible dependents, the group health plan pays primary, and Medicare Part D coverage pays secondary. <p>Note that you may not drop just the prescription drug coverage under the CVS Caremark administered drug plans: HMSA 75/25 PPO Plan, HMSA 80/20 PPO Plan, HMSA 90/10 PPO Plan, HMSA HMO Plan, HSTA VB HMSA 90/10 PPO Plan, and HSTA VB HMSA 80/20 PPO Plan, as well as the Kaiser Permanente HMO plans (as administered by Kaiser Permanente). That is because prescription drug coverage is part of the entire medical plan. Generally, you may only drop medical plan coverage at this plan’s next open enrollment period.</p> <p>Note that each Medicare prescription drug plan (PDP) may differ. Compare coverage, such as:</p> <ul style="list-style-type: none"> PDPs may have different premium amounts; PDPs cover different brand-name drugs at different costs to you; PDPs may have different prescription drug deductibles and different drug copayments; PDPs may have different networks for retail pharmacies and mail-order services.

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.
- Call your State Health Insurance Assistance Program (see your copy of the *Medicare & You* handbook for their telephone number), for personalized help.
- 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 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 por Internet, ollámeles 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, 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 reserve the right to modify benefits at any time, in accordance with applicable law. This document is intended to serve as your Medicare Notice of Creditable Coverage, as required by law.

AVAILABILITY OF SUMMARY HEALTH INFORMATION: THE SUMMARY OF BENEFIT AND COVERAGE (SBC) DOCUMENT(S)

The health benefits available to you represent a significant component of your compensation package. They also provide important protection for you and your family in the case of illness or injury.

As required by law, across the US, insurance companies and group health plans like ours are providing plan participants with a consumer-friendly Summary of Benefits and Coverage (SBC) as a way to help understand and compare medical plan benefits. Choosing a health coverage option is an important decision. To help you make an informed choice, the SBC summarizes and compares important information in a standard format.

Each SBC contains concise medical plan information, in plain language, about benefits and coverage, including, what is covered, what you need to pay for various benefits, what is not covered and where to go for more information or to get answers to questions. SBC documents are updated when there is a change to the benefits information displayed on an SBC.

Government regulations are very specific about the information that can and cannot be included in each SBC. Plans are not allowed to customize very much of the SBC documents. There are detailed instructions the Plan has to follow about how the SBC looks, how many pages long the SBC should be, the font size, the colors used when printing the SBC and even which words are to be bold and underlined.

To get a free copy of the most current Summary of Benefits and Coverage (SBC) documents for our medical plan options, or the Uniform Glossary, go to eutf.hawaii.gov or for a paper copy, contact the EUTF Member Services Branch at 1-808-586-7390 or toll free at 1-800-295-0089.

WOMEN'S HEALTH AND CANCER RIGHTS ACT OF 1998 (WHCRA) ANNUAL NOTICE REMINDER

You or your dependents may be entitled to certain benefits under the Women's Health and Cancer Rights Act of 1998 (WHCRA). For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending physician and the patient for:

- All stages of reconstruction of the breast on which the mastectomy was performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- Prostheses; and

- Treatment of physical complications of the mastectomy, including lymphedema.

These benefits will be provided subject to the same plan limits, deductibles, copayments, and coinsurance applicable to other medical and surgical benefits provided under the plan. For more information on WHCRA benefits, contact HMSA or Kaiser Permanente.

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 (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 to 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 separately 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 Member Services Branch at 1-808-586-7390 or toll-free at 1-800-295-0089.

SPECIAL ENROLLMENT NOTICE

If you are declining enrollment for yourself or your dependents (including your spouse) because of other health insurance or group health plan coverage, you may be able to enroll yourself and your dependents in this plan if you or your dependents lose eligibility for that other coverage (or if the employer stops contributing toward your or your dependents' other coverage). However, you must request enrollment within 45 days or any longer period that applies under the plan after your or your dependents' other coverage ends (or after the employer stops contributing toward the other coverage).

In addition, if you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your dependents. However, you must request enrollment within 45 days after the marriage, adoption, or placement for adoption. You must request enrollment within 180 days after a birth.

You and/or your Dependents may also enroll in this Plan if you or your Dependents have coverage through Medicaid or a State Children's Health Insurance Program (CHIP) and you or your Dependents lose eligibility for that coverage or become eligible for a premium assistance program through Medicaid or CHIP. However, you must request enrollment within 60 days after the Medicaid or CHIP coverage ends or is determined to be eligible for such assistance.

To request special enrollment or obtain more information, contact the EUTF Member Services Branch at 1-808-586-7390 or toll free at 1-800-295-0089.

SAMPLE



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