

Prepaid Health Care Advisory Council Meeting

State of Hawaii
Department of Labor and Industrial Relations
P.O. Box 3769
Honolulu, HI 96812-3769

Via Microsoft Teams

May 27, 2021
1:32 p.m. to 2:12 p.m.

Council members present

Ms. Laudra Eber
Dr. John McDonnell
Ms. Bonnie Pang
Mr. Mike Hogan
Mr. Derek Kanehira

Council members absent

Mr. Paul Marx
Ms. Carol Shimomura

DC Staff Present

Royden Koito
Lois Iyomasa
Misty Sumida
Kimi Kaneda
Marisa Yagi

APPROVAL OF MINUTES

Mr. Hogan asked if there were any changes to the April 29, 2021 meeting minutes.

A motion was made by Ms. Pang to approve the minutes as circulated. The motion was seconded by Mr. Kanehira and carried by unanimous vote.

REVIEW OF PLANS

University Health Alliance (UHA)

UHA was represented by Ms. Alyson Estrella.

Ms. Eber questioned the eligibility language stated in the UHA plans. UHA stated, "You may enroll in this coverage under this plan when you first become eligible for coverage based on our agreement with your employer." She stated the eligibility must follow the Prepaid Health Care Act. Ms. Estrella stated UHA would look at the prevalent plan and match its wording.

Mr. Kanehira was concerned the language about enrolling as soon as eligible or at open enrollment did not address the exceptions mentioned later in the plan. Ms. Estrella stated UHA would look at that chapter to ensure there was no conflict in language.

Ms. Pang stated the language implied, if the individual was not enrolled when they were eligible, the individual would have to wait until open enrollment of the next year; which would put the employer in the position of being out of compliance with the Prepaid Health Care Act. Ms. Estrella confirmed this was not the intent of UHA and she would look at the language to ensure compliance. Ms. Pang stated the language should allow the employee to enroll to allow the employer to comply with the Prepaid Health Care Act.

Ms. Pang requested clarification that in vitro fertilization was covered under both in-network and out-of-network. Ms. Estrella confirmed UHA would update the language to ensure out-of-network coverage was stated in the One Plan and the One Plan-T plan.

Ms. Eber inquired about the reason for the change to the two weeks' notice for non-emergency prior authorization and how this compared to the prevalent plan. Ms. Estrella stated the information was moved within the plan but the period for preauthorization had not changed. Mr. Hogan added that the prevalent plan did not state a specific time period for prior authorization.

Mr. Kanehira questioned the intent of the change from "genetic screening" to "genetic testing and counseling" as it related to prostate-specific antigen (PSA) test because "screening" was added to the statement about the PSA test benefit. He asked if the addition of "screening" limited the PSA test benefit. Ms. Estrella stated she was not familiar with the non-screening benefits and that UHA would get back to the department with further information. She clarified that for genetic screening, the change was made to align the heading with the prevalent plan. The benefit did not change.

Ms. Pang questioned why there was no co-payment maximum set for both medical and drug plan in the One Plan and the One Plan-T. Ms. Estrella confirmed the One Plan would not have essential health benefits attached to the plan, but the One Plan-T would. She stated UHA would update the language to reflect the appropriate drug maximum out-of-pocket co-payment.

Mr. Kanehira noted that section nine of all the plans required written requests for formal appeals except in the case of expedited appeals. He suggested the section be amended to include a reference that directs the reader to see the expedited appeal information.

Mr. Hogan stated the language used as related to the third-party liability rules was unique to UHA and asked if the language was used historically. Ms. Estrella stated the changes to the third-party language were made to align the plans with the federal law's interpretation of health plans' rights to subrogation and the recovery of medical liens.

Dr. McDonnell requested clarification on the PSA testing. His understanding was the plan covered the PSA testing for screening in addition to all testing deemed necessary by an ordering provider once the screening has taken place. Ms. Estrella stated she could not provide much

detail beyond the one annual screening PSA test and confirmed the benefit has not changed. She stated UHA would provide a written response once confirmed with the health care services department.

Ms. Eber and Mr. Hogan stated the Council's comments applied to all UHA's plans.

Mr. Kanehira asked that the section for length of coverage under COBRA be amended by adding "See page one." after the statement about requesting a certificate of creditable coverage. The additional text would make the section consistent with the rest of the document.

University Health Alliance (UHA)

One Plan

One Plan – T

UHA informed the Department of the new plans effective January 1, 2022 and requested approval of the plan under Section 393-7(a).

A motion was made by Dr. McDonnell to pend approval until UHA responds in writing with all the suggestions made by the Council provided:

1. The language on enrolling when first eligible based on the agreement with the employer is amended to be based on Prepaid Health Care Act;
2. The open enrollment period language is updated to not conflict with the language about enrolling as soon as eligible or at open enrollment, addressing exceptions due to a qualifying event such as enrolling a new spouse, civil union partner, or child;
3. In vitro fertilization is covered out-of-network;
4. The intent is confirmed to explain if the addition of "screening" limits the prostate-specific antigen (PSA) test benefit;
5. The language includes a reference that directs the reader to see the expedited appeal information;
6. The language regarding length of coverage under COBRA is amended by adding "See page one." after the statement about requesting a certificate of creditable coverage when dealing with customer service; and
7. The language includes the drug out-of-pocket limit if the plan has drug coverage.

The motion was seconded by Ms. Pang and carried by unanimous vote.

OTHER BUSINESS

University Health Alliance

UHA 600

UHA 600-S

UHA 600-T

UHA 3000

UHA 3000-S

UHA 3000-T

UHA 3000-90/10 Preferred

UHA informed the Department of changes made to the plans effective January 1, 2022 and requested continued approval of the plans under Section 393-7(a).

Mr. Kanehira questioned why there was a change to the diabetes prevention program. He stated the summary of plan changes reflected a 30% co-payment where he thought the co-payment was 20%. Ms. Estrella confirmed the language in the UHA 600 plan was changed from “30% co-payment” to “30% of eligible charge” for non-par. The benefit did not change and was consistent with the plan’s other non-par benefits. The benefit under the UHA 3000 plan remained at 20% of eligible charges for non-par and was consistent with the plan’s other non-par benefits.

The Council deviated from the order of the agenda to amend the action taken on the One Plan and One Plan-T.

University Health Alliance (UHA)

One Plan

One Plan – T

A motion was made by Dr. McDonnell to recommend approval of the plans under Section 393-7(a) provided:

1. The language on enrolling when first eligible based on the agreement with the employer is amended to be based on Prepaid Health Care Act;
2. The open enrollment period language is updated to not conflict with the language about enrolling as soon as eligible or at open enrollment, addressing exceptions due to a qualifying event such as enrolling a new spouse, civil union partner, or child;
3. In vitro fertilization is covered out-of-network;
4. The intent is confirmed to explain if the addition of “screening” limits the prostate-specific antigen (PSA) test benefit;
5. The language includes a reference that directs the reader to see the expedited appeal information;
6. The language regarding length of coverage under COBRA is amended by adding “See page one.” after the statement about requesting a certificate of creditable coverage when dealing with customer service; and
7. The language includes the drug out-of-pocket limit if the plan has drug coverage.

The motion was seconded by Ms. Pang and carried by unanimous vote.

The Council returned to the order of the agenda.

University Health Alliance (UHA)

UHA 600

UHA 600-S

UHA 600-T

UHA 3000

UHA 3000-S

UHA 3000-T

UHA 3000-90/10 Preferred

A motion was made by Ms. Eber to recommend continued approval of the plans under Section 393-7(a) provided:

1. The language on enrolling when first eligible based on the agreement with the employer is amended to be based on Prepaid Health Care Act;
2. The open enrollment period language is updated to not conflict with the language about enrolling as soon as eligible or at open enrollment, addressing exceptions due to a qualifying event such as enrolling a new spouse, civil union partner, or child;
3. In vitro fertilization is covered out-of-network;
4. The intent is confirmed to explain if the addition of “screening” limits the prostate-specific antigen (PSA) test benefit;
5. The language includes a reference that directs the reader to see the expedited appeal information;
6. The language regarding length of coverage under COBRA is amended by adding “See page one.” after the statement about requesting a certificate of creditable coverage when dealing with customer service; and
7. The language includes the drug out-of-pocket limit if the plan has drug coverage.

The motion was seconded by Ms. Pang and carried by unanimous vote.

Adjournment.

Mr. Hogan adjourned the meeting at 2:12 p.m. The next meeting was tentatively scheduled for July 8, 2021 with a tentatively scheduled back-up meeting for July 13, 2021.