

1 HAWAII EMPLOYER-UNION HEALTH BENEFITS TRUST FUND
2 Minutes of the Board of Trustees
3 Thursday, September 5, 2002

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4
5 TRUSTEES PRESENT

6 Mr. Sam Callejo, Chairperson Ms. Kathryn Matayoshi
7 Ms. Audrey Hidano, Vice-Chairperson Mr. Neal Miyahira
8 Mr. James Williams, Secretary-Treasurer Mr. Willard Miyake (Left - 4:35 p.m.)
9 Ms. Joan Lewis (Arrived - 3:41 p.m.) Mr. Clifford T. Uwaine (Left - 4:35 p.m.)
10 Mr. Gerald Machida Mr. Davis Yogi (Left - 4:35 p.m.)

11
12 ATTORNEY

13 Mr. Brian Aburano, Deputy Attorney General

14
15 HEUHBTF STAFF

16 Mr. H. Mark Fukuhara, Administrator Mr. John Garner, Consultant
17 Mr. Lynette Fukunaga Mr. Andrew Keowen, Consultant
18 Ms. Shirley Kawamoto Ms. Karen Tom
19 Ms. Maria Quartero

20
21 OTHERS PRESENT

22 Ms. Jean Aoki, HSRTA Ms. Karen Momono, RSG
23 Ms. Lynette Arakawa, HDS Mr. Michael Moss, HMSA
24 Mr. George Butterfield, HSTA-Retired Ms. Karen Muronaka, HSTA-Retired
25 Ms. Alana Deppe-Mariota, Kaiser Permanente Ms. Celeste Nip, HFFA
26 Ms. Monica Engle, VSP Mr. Rod Tam, HMSA
27 Mr. Melvin Higa Mr. George Yamamoto, HGEEA-Retirees
28 Mr. Charles Khim

29
30
31 I. CALL TO ORDER

32 Trustee Sam Callejo, Chairperson called the regular meeting of the Board of Trustees to order at
33 3:35 p.m., in Conference Room 408, State Capitol, 415 South Beretania Street, Honolulu,
34 Hawaii, on Thursday, September 5, 2002.

35
36 ANNOUNCEMENTS

37 The Chair introduced Maria Quartero, the new secretary for the Trust Fund.

38
39 II. APPROVAL OF MINUTES

40 The minutes of August 6, 2002, August 20, 2002, and August 26, 2002 were not ready for
41 review. There being no objections, executive session deferred to end of meeting
42

43 B. DEPUTY ATTORNEY GENERAL (Agenda Item IV.B.)

44 There being no objections, Agenda Item IV.B. was taken out of order for action.

45
46 As requested by the Board, Mr. Aburano prepared a memorandum on whether Trustee Miyahira
47 was serving on the Board in violation of the prohibition of dual office-holding in Section 78-
48 4(a), HRS, and whether the Employer Trustees were serving on the Board in violation of the
49 common law doctrine of incompatible offices. Mr. Aburano noted that due to various matters,

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1 the Attorney General had not reviewed the memorandum, but the memorandum had been
2 reviewed by the opinion review committee at the Attorney General's office. Mr. Aburano gave
3 an overview of the memorandum (see handout).
4

5 Trustee Williams indicated a disagreement with the Deputy Attorney General's memorandum.
6 Other Trustees questioned why the Director of Finance's designation of Trustee Miyahira to the
7 Public Employees Health Fund ("PEHF") Board did not disqualify him from being on the Trust
8 Fund Board. Mr. Aburano stated that the Director of Finance's designation of Trustee Miyahira
9 did not mean that Trustee Miyahira held a board member's position on the PEHF Board.
10 Rather, the Director of Finance continued to hold that position or office. The designation right
11 was granted to officers such as the Director of Finance because they have many duties and are
12 required to sit on several boards. The designation right is to allow a substitute to attend board
13 meetings and act in their stead when they are unable to attend meetings. Trustee Miyake said
14 that as a practical matter, Trustee Miyahira was sitting on two boards and noted that other
15 Trustees had to resign from boards that they were on.
16

17 MOTION was made to seek declaratory ruling from appropriate court as to whether Trustee
18 Miyahira can be the Director of Finance's designee to the PEHF Board and an appointee to the
19 Trust Fund Board. (Williams/Lewis) After discussion by Trustees, the motion did not pass.
20 (Employer trustees Callejo, Hidano, Matayoshi, Miyahira – NO/Employee-Beneficiary trustees
21 Lewis, Machida, Williams – YES)
22

23 The Trustees continued their discussion on whether or not a declaratory judgment action should
24 be filed. Trustee Matayoshi said she was concerned with the Board moving on activities to get
25 employee benefits in place, and was concerned that a declaratory judgment action would
26 adversely impact this. The Trustees also discussed whether Trustee Miyahira should participate
27 in future Board actions. Mr. Aburano indicated that even if a later court action were to find that
28 Trustee Miyahira held dual offices, as a de facto officer, his acts on the Trust Fund Board should
29 still be valid. Mr. Aburano also noted that the staff's review of past actions shows that Trustee
30 Miyahira's votes would not have changed the Employer Trustees' past votes; therefore no past
31 action was jeopardized.
32

33 PUBLIC COMMENT

34 G. Yamamoto voiced a concern about the discussion regarding a designee being the substitute
35 for the Director of Finance.
36

37 MOTION was made to waive the attorney-client privilege for the Deputy Attorney General's
38 memorandum regarding Section 78-4, HRS, and Incompatible Public Offices.
39 (Williams/Matayoshi) The motion passed unanimously. (Employer trustees-4/Employee-
40 Beneficiary trustees-3)
41

42 PUBLIC COMMENT

43 M. Higa commented that if the Legislature intended to allow a designee to serve on another
44 board it would be in the law by statute. Outcome is that a person on two boards is deemed to
45 resign from the first position if there is a conflict.

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1
2 C. Khim commented that Deputy Attorney General's opinion on the common law is not correct
3 in its application to Trustee Miyahira as the PEHF designee.
4

5 III. COMMITTEE REPORTS

6 A. ADMINISTRATIVE COMMITTEE – No Report

7
8 B. RULES COMMITTEE – No Report

9
10 C. BENEFITS COMMITTEE

11 J. Garner and A. Keowen, Garner Consulting, addressed comments on Request for
12 Proposal.
13

14 Comments on Request for Proposal

- 15 1. Letter from Department of Education stating that they agree with the recommendations.
16 2. Questions from Gordon Murakami dated August 26, 2002 addressed by Andy Keowen,
17 Garner Consulting:
18 3) Questions/Answers will be posted on website and sent to all applicants by mail;
19 questions after deadline no response.
20 4) RFP not changed due to question, just clarification.
21 5) Referred to Mr. Aburano and he noted that the RFP used the phrase "may
22 disqualify" and not "shall disqualify". This was done to give the Trust Fund
23 discretion in deciding whether or not to reject a proposal for the reasons stated.
24 6) It is the responsibility of each carrier to get releases for use of information.
25 7) This language gives the Trust Fund flexibility to respond to legislative changes
26 affecting the availability of funding without the necessity of reissuing the RFP.
27 8) Cancel at least 60 days; Board can change to 90 days. Not our intention to cancel
28 after an open enrollment.
29 9) \$5M coverage is common; contractors would normally provide that level of
30 insurance coverage.
31 10) This requirement is simply a part of the bid specifications that will be accepted by
32 carriers who make a proposal in response to the RFP.
33 11) Same response as above.
34 12) 1st or last day of month, either payment system is acceptable. J. Garner stated he
35 would like to modify the RFP to pick a single day of the month since it comes out
36 the same at the end - won't affect the RFP. It would say the number enrolled
37 would be based on enrollment as of a particular day of the month. Mr. Fukuhara
38 added that for administrative ease he agrees with J. Garner. After further
39 discussion, no changes will be made.
40 13) No anticipation of change in level of benefits.
41 14) Not a violation of HIPAA privacy rules, it is information currently provided.
42 15) Part of proposal process – a competitive offering.
43 16) The premium determination date does not affect eligibility dates.
44 17) Mr. Fukuhara reported that changes would be made to apply alternative ID
45 numbers for anyone not wanting to use SSN.

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1
2 PUBLIC COMMENTS

3 G. Yamamoto asked if there were any problems with Medicare because they use the SSN.
4 Mr. Fukuhara stated that he did not know of any problems.
5

6 3. M. Higa Letter dated August 27, 2002

7 Mr. Aburano reported he is not certain what is being asked in the letter. From his
8 perception, the Benefits Committee did not want to review the issues referred to it
9 because they felt that the Board would make a final determination on those issues
10 anyway. As to whether the other committees need to do work before the Benefits
11 Committee can move on, the Administrative Committee is considering contracting with
12 a TPA and the Trust Fund's possible use of a TPA is already mentioned in the RFP.
13 Further, the draft rules put together by the Rules Committee are already part of the
14 RFP. When the Trust Fund's rules are finalized, it is anticipated that they will be sent
15 out as an addendum to the RFP.
16

17 4. M. Higa August 29, 2002 letter

18 Mr. Aburano explained that the PEHF's current contract for long term care benefits
19 extends beyond July 1, 2003. The contract is an asset that will be transferred to the
20 Trust Fund under the provisions of Act 88, SLH 2001. There would be no liability
21 assumed by the Trust Fund associated with such a transfer, as only the employees and
22 not the PEHF pay for the long-term care benefits provided under the contract.
23 Mr. Aburano noted that prior to the July 2, 2003 transfer date, only the PEHF could
24 terminate the contract, and he did not know what grounds the PEHF could assert to
25 terminate that contract.
26

27 Trustee Williams stated that the Board needs to decide if it wants to assume the
28 PEHF's long-term care benefits contract. Trustee Callejo referred this matter to the
29 Benefits Committee for review.
30

31 MOTION was made to approve Request for Proposal (Lewis/Matayoshi) After discussion by
32 Trustees, the motion to adopt RFP with amendments unanimously passed. (Employer trustees –
33 Callejo, Hidano, Matayoshi, Miyahira – YES/Employee-Beneficiary trustees – Lewis, Machida,
34 Williams – YES)
35

36 Recess 5:30 p.m. – 5:37 p.m.
37

38 Discussion on Rate Structure, page 24, section 3(1)
39

40 MOTION was made to amend Request for Proposal page 24, paragraph D from 2 tier to 4-tier
41 rates (Williams/Matayoshi). After discussion by Trustees, the motion on amendment from 2-tier
42 to 4-tier for actives only did not pass. (Employer trustees Callejo, Hidano, Matayoshi, Miyahira
43 – NO/Employee-Beneficiary trustees Lewis, Machida - NO, Williams – YES)
44

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1 Trustee Williams stated it is a matter of equity; with a 4-tier rate structure more employees
2 would benefit from the change than not benefit. Trustee Miyahira said collective bargaining is
3 geared to a 2-tier structure; it's more prudent to stick with the current 2-tier structure. Mr.
4 Garner stated that a move to a 4-tier structure may change the way collective bargaining is done.
5 He prefers that the motion apply only to the actives since retiree contributions were set by statute
6 on a 2-tier basis. Trustee Williams said it was okay to limit his motion to active employees.
7 Trustee Matayoshi asked how employees would be impacted by a move to a 4-tier structure
8 under the current collective bargaining contracts (based on 2-tiers). Mr. Garner explained that
9 people who have 1 or 2 dependents would not be adversely impacted, whereas people who had
10 more than 2 dependents would have to pay the differential in cost.

11
12 PUBLIC COMMENT

13 G. Butterfield commented that all plans are subject to inequity; large families are subsidized by
14 others, high users are subsidized by lower users, etc.

15
16 A. Deppe-Mariota inquired if we are looking at counts by tier structure or industry standard, and
17 whether we will be providing any rate ratios as rate ratios level the playing field. J. Garner stated
18 that his understanding of the motion is based on the number of parties in the contract.

19
20 Trustee Lewis explained that the Benefits Committee determined that 92% of the anticipated
21 participants in the Trust Fund's plans would be as good as they were before or better under a 2-
22 tier plan. If they went with a 4-tier plan, 81% would be as good or better. At the time it was
23 deliberated, that was the key factor for her to support the 2-tier structure.

24
25 PUBLIC COMMENTS

26 M. Engle requested that if the motion passed, the Trust Fund should be clear whether it is using
27 one method of 4-tier versus another method of 4-tier; you really can't compare the two if you
28 leave it up to the carrier to quote it.

29
30 C. Khim stated that he agreed with Trustee Williams on the 4-tier rate structure; otherwise you
31 are passing on costs unfairly to smaller families. Eliminating inequities is better for the
32 employee-beneficiaries.

33
34 Trustee Matayoshi's concern with a 4-tier structure is that it would increase the cost of health
35 care for the people least able to afford it. Trustee Machida stated that the facts showed that a 2-
36 tier structure would adversely impact less people. Trustee Williams stated that the same facts
37 show that under a 2-tier system, 11,399 are paying 3 party rates when they are only 2 parties and
38 persons with four parties are benefiting. Trustee Lewis noted that she and her husband are on
39 single plans because of cost and asked if more people would come to the State plan if plan rates
40 were more affordable. J. Garner stated that it's cost shifting from a state plan to a private sector
41 plan and employers do it all the time.

42
43 PUBLIC COMMENT

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1 C. Khim commented that what Trustee Lewis is proposing would never happen because under the
2 pre-paid health care act an employer has to pay 100% for the spouse. Spouse will never jump in
3 to a plan where it may be cheaper for a couple but they would pay a negotiated premium.
4

5 G. Butterfield stated it could happen because the State plan is richer.
6

7 M. Engle agreed with G. Butterfield if the State plan is richer.
8

9 M. Higa commented that what weighs heavily in terms of adverse selection is better benefits.
10

11 Trustee Williams referred to page 100A, of the RFP, Evaluation Criteria. He noted that
12 claims/claims services are important and wanted to know how the weighting percentage was
13 determined. J. Garner stated that the performance standards focus on claim and number service
14 issues; balancing the proposed weighting percentages was discussed by the Benefits Committee.
15 Trustee Lewis stated that Benefits Committee did scrutinize the weighting of the various factors.
16

17 Trustee Williams referred to page 101, top of page, first sentence, and stated that it was not
18 complete.
19

20 MOTION to amend page 101, to add to the first sentence "...and invite the applicant to submit a
21 revised price proposal." (Williams/Matayoshi) After discussion among the Board and with the
22 consent of the Board, the motion to amend page 101 was withdrawn by Trustee Williams.
23

24 Discussion held by Trustees. Trustee Hidano was concerned that allowing an applicant to submit
25 a revised price would open things up so that everyone would rebid; normally there is only one
26 shot at bidding. Trustee Miyahira stated that we need to look at the market place with the
27 exception of life insurance it is more of a negotiation. We are going to have ongoing
28 negotiations; informal may be best. Trustee Williams agreed and stated that we need to look at
29 the environment we are in. J. Garner stated that if there was a proposal that was outstanding in
30 all areas but the price was higher then the other competitors, the intent of this provision was to
31 notify the bidder that its price was high and allow the bidder to get back in the general ballpark.
32 Mr. Aburano commented that prior to a final award, all of the bidders' pricing would be
33 confidential. As such, it would not be asking the bidders to bid against each other. Trustee
34 Matayoshi would like to take the first sentence out because the second paragraph makes it clear
35 that it is not an option. The first sentence is just part of the process for disclosing what are
36 considered deficiencies of the proposal and it takes the price piece out of context.
37

38 PUBLIC COMMENT

39 C. Khim commented that it would not be like a construction bid because it is an experience rated
40 plan. The cost will be the actual amount the carrier pays out plus an administrative fee.
41

42 M. Higa commented that deficient rates are not under the Board's jurisdiction; it falls under the
43 insurance commissioner's jurisdiction.
44

45 MOTION was made to delete first sentence of pg. 101, item D1 (Matayoshi/Williams)

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1 Motion was unanimously passed. (Employer trustees-4/Employee-Beneficiary trustees-3)

2
3 Trustee Williams would like clarification on item B2 - Oral Presentations. J. Garner explained
4 that they would pick the three priority listed applicants; each would make presentations, and then
5 engage in discussion about proposal deficiencies. Trustee Williams suggested that the language
6 in the RFP be switched so that oral presentations preceded discussions.

7
8 MOTION made to amend item B – Discussions/Presentations, page 100 of the RFP so that oral
9 presentations from the applicants preceded discussions with them. (Williams/Matayoshi) The
10 motion was unanimously passed. (Employer trustees-4/Employee-Beneficiary trustees-3)

11
12 Trustee Lewis commented that the heading for item B – Discussions/Presentations, page 100,
13 should be changed and the new heading should be added called “Discussions”.

14
15 PUBLIC COMMENT

16 C. Khim circulated a letter to the Board (see handout).
17 He summarized the concerns raised in his letter.

18
19 M. Higa stated the Board has not adequately addressed the question as to whether it will or will
20 not provide a long-term care benefits plan. It needs to be addressed and decisions made on
21 whether to have that matter included and addressed in the RFP

22
23 M. Higa circulated 3 letters to the Board (see handouts). With respect to a concern raised
24 regarding Section 2. III of the RFP, J. Garner explained that the Benefits Committee decided not
25 to make the submission of the notice of intent to propose mandatory but made it voluntary. The
26 direct communications that A. Keowen mentioned earlier would only go to those applicants who
27 submitted a notice of intent to propose.

28
29 Trustee Williams raised a concern about the apparent inconsistency between the start of the
30 contract under the timeline in the RFP and under other paragraphs of the RFP. Mr. Aburano
31 explained that the problem occurred because you had a two-year contract starting on July 1, 2003,
32 but that you needed the successful applicant to provide contract services before that date. Trustee
33 Williams suggested that the wording be changed. Chair Callejo stated that a motion was not
34 necessary as there was unanimous agreement to change the timeline to reference July 1, 2003 as
35 the coverage start date.

36
37 Trustee Williams stated that Mr. Khim said it was unconstitutional for the RFP to require the
38 primary applicant to perform 40% of the work. He wanted the consultant or Deputy Attorney
39 General to explain how we define 40%. Mr. Aburano noted that this appeared to be a standard
40 RFP provision. He thought that one of the purposes of the provision was to have a party who
41 performs a substantial amount of the work be the primary applicant and, therefore, be responsible
42 for providing information and other things required during the RFP process. In addition, that
43 party if successful, would become the contractor responsible for performance of the contract. If
44 you didn't have one party responsible, you could end up with a situation where multiple parties
45 performing a contract could say that the other was responsible for a delay or other contract

1 problem. Mr. Aburano said he didn't see this provision as creating an unconstitutional
2 impairment of the contract. The provision does not invalidate or defeat an existing contract. It
3 simply mean that certain applicants may have a problem bidding, but that's not an
4 unconstitutional impairment of the contract. Trustee Williams stated that it seems that 40% is not
5 a critical factor. The Trustees discussed doing away with the percentage factor.
6

7 MOTION made to change page 6, V. Submission of Proposals, 2nd paragraph last 3 lines, to put a
8 period after applicant and delete "shall not have at least 40% performed..." (Williams/Lewis)
9

10 Trustee Williams stated that the main point is to have someone be the primary applicant and to
11 disclose all subcontractors.
12

13 PUBLIC COMMENT

14 C. Khim stated that the assignor is always secondarily liable, the law provides that if you
15 subcontract out to someone else you are still on the hook.
16

17 The Trustees discussed whether the applicant's financial status would be weighed as part of the
18 RFP evaluation process and whether this would prevent the Trust Fund from contracting with a
19 "shell" company that would disappear when there was a liability or performance problem. They
20 also discussed whether and what type of review the Trust Fund would be able to do of the
21 applicant's subcontractors.
22

23 PUBLIC COMMENT

24 M. Higa stated that his input emphasizes the use of the word "work" and suggested that Board
25 should have a work definition. He said much of the discussion that is taking place here is not
26 work, it's financial, reinsurance, those kinds of things that are not really work. Work is a physical
27 or mental exertion.
28

29 MOTION made to eliminate that part of the sentence that includes the word "work". After
30 discussion by Trustees, the motion unanimously passed. (Employer trustees-4/Employee-
31 Beneficiary-3)
32

33 Public comment about when the meeting will end. Chair Callejo answered that the Board meeting
34 will end when the review of the RFP is completed.
35

36 Trustee Williams referred to Mr. Khim's letter, Section 2.VII.B. and stated that this is a
37 constitutional issue and asked if this is the first time that it has been in an RFP. Mr. Garner and
38 Mr. Aburano stated that it is standard language in RFPs that are issued by the State. Mr. Aburano
39 stated that the provision does not breach an existing contract; a prospective applicant doesn't have
40 to submit a bid if it can't or won't meet the requirements of this provision. The provision does not
41 say that they must end a contract or say they have to breach a contract.
42

43 PUBLIC COMMENT

44 C. Khim clarified why he included Section 2.VII.B. He stated that if he used a subcontracting
45 promoter that not only worked for him but for others, not being able to use that promoter would be

1 impaired. The promoter is good in packaging his plan and selling it, it impairs his pre-existing
2 promotion contract with the promoter. The constitution provision does not say that only if State
3 action requires a cancellation of a pre-existing contract does it infringe on or is it unconstitutional.
4 If he can't use that promoter on this big contract it would be a substantial problem.

5
6 Trustee Matayoshi proposed to amend page 9, XI. Competency of Applicant, 2nd paragraph, 1st
7 line to add or subcontractor's after Applicant's. The amendment was approved by a consensus of
8 the Board.

9
10 Trustee Williams referred to page 11, part B, paragraph 1, 7th line, ...appropriated yearly by,
11 suggestion is to delete "yearly". The suggestion was approved by a consensus of the Board.

12
13 Trustee Williams referred to pg. 13, Section A, paragraph 1, 3rd line to add "employees, agents, or
14 consultants." Insert the same in the following paragraph. The suggested insertion was approved by
15 a consensus of the Board.

16
17 Trustee Williams referred to Mr. Khim's letter, Section 2.XVIII.B., pg. 13-14. He's satisfied
18 about subcontracting, but does not understand about assignment and delegation. Mr. Aburano
19 stated that it is unclear whether a court would hold that the Board can or cannot unreasonably
20 withhold its consent to a contractor's attempt to enter into an assignment or subcontract. In his
21 experience, parties often leave out the language suggested by Mr. Khim to give themselves more
22 flexibility. If a court holds that the Board cannot unreasonably withhold its consent to a
23 contractor's assignment or subcontract, it would do so regardless of whether that language is in the
24 contract or not. Trustee Williams asked if leaving it out of the RFP would preclude putting it into
25 the contract. Mr. Aburano replied no. Trustee Matayoshi commented why put the burden on the
26 Board of Trustees. It should be left out. Trustee Williams agreed and if it is left out that it can be
27 addressed in the contract.

28
29 Discussion about Section III, pg. 6 – Notice of Intent to Propose

30
31 After discussion held by the Trustees, consensus to make Notice of Intent mandatory, eliminate the
32 word "not".

33
34 Revised Schedule:

35 RFP issued – September 6, 2002

36 Deadline for submission of written questions – September 13, 2002

37 Notice of Intent to Propose – September 20, 2002

38 Response to Written Questions – September 20, 2002

39 All other dates remain the same.
40

41
42 The Board approved the revised schedule by consensus.

43
44 PUBLIC COMMENTS

45 M. Higa requested for additional time for public review of RFP.

1
2 M. Engle asked when bidders would be able to receive information.

3
4 J. Garner responded that the RFP will be e-mailed 9/6/02 to potential bidders, except for the
5 census data that will be mailed.

6
7 Pick-up diskette at 3 p.m. or after at the Department of Budget & Finance, 1st Floor, room 106.
8 Contact Mark Fukuhara at 587-5431 or Maria Quartero at 587-5433.

9
10 RFP will be placed on state procurement website and Trust Fund website.

11
12 List of Bidders circulated at the meeting (see handout).

13
14 **IV. OTHER REPORTS**

15 **A. ADMINISTRATOR**

16 Mr. Fukuhara reported on approval from DAGS regarding request for continued
17 accounting services through June 30, 2004. (see handout)

18
19 **B. DEPUTY ATTORNEY GENERAL**

20 Mr. Aburano did not have anything else to report.

21
22 **C. BENEFITS CONSULTANT**

23 Deferred to September 10, 2002.

24
25 **V. UNFINISHED BUSINESS:**

- 26 1. Trustee Williams prepared a motion and circulated for trustee review. Deferred to
27 September 10, 2002.

28
29 **VI. NEW BUSINESS - None**

30
31 **VII. COMMUNICATIONS FROM THE PUBLIC AND INPUT FROM ATTENDEES**

32 M. Higa believes that the Trust Fund must be licensed as a Mutual Benefit Society.

33
34 **VIII. FUTURE AGENDA ITEMS AND NEXT MEETING DATE**

35 The next Board meeting is scheduled for Tuesday, September 10, 2002, at 3:30 p.m., in the State
36 Capitol, Conference Room 416. Rules Committee meeting scheduled for September 9, 2002, at
37 9 a.m., in the Leiopapa A Kamehameha Bldg, Conference Room 1403. Administrative
38 Committee meeting scheduled for September 13, 2002, at 9 a.m., in the No. 1 Capitol District
39 Bldg., Conference Room 436. Third Party Administrators presentations on
40 September 16, 17, 18, 2002, from 8 a.m. – 1 p.m.

41
42 **IX. ADJOURNMENT**

43 MOTION was made to adjourn the regular meeting. (Miyahira/Matayoshi) The motion was
44 passed unanimously. (Employer trustees-4/Employee-Beneficiary trustees-3)

45

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1 The meeting was adjourned at 7:53 p.m.
2

3 Respectfully submitted,
4

5
6 DRAFT

7
8

Joan K. Lewis, Secretary-Treasurer
9

10
11
12 Documents Distributed:

- 13 1. Memorandum from the Department of Education Dated August 19, 2002 Regarding Response to
14 Plan Design Consultation. (1 page)
15 2. Questions to RFP No. 03-001 Submitted by Gordon Murakami Dated August 26, 2002. (3 pages)
16 3. Letter from Melvin Higa Dated August 27, 2002 Regarding Comments on Proposed RFP.
17 (1 page)
18 4. Letter from Melvin Higa Dated August 29, 2002 Regarding Long-Term Care Benefits. (2 pages)
19 5. Request to and Response from State Comptroller Regarding Continued Accounting Services.
20 (2 pages)
21 6. Trust Fund Tiering vs. State Auditor's Report. (1 page)
22 7. Approved Minutes of July 23, 2002. (11 pages)
23 8. Memorandum from Charles Khim Dated September 5, 2002 Regarding Proposed RFP. (4 pages)
24 9. Comments from Melvin Higa Dated September 5, 2002 Regarding Proposed RFP Timeline (2
25 pages)
26 10. Comments from Melvin Higa Dated September 5, 2002 Regarding Proposed RFP Written
27 Questions (1 page)
28 11. Comments from Melvin Higa Dated September 5, 2002 Regarding Proposed RFP Notice of Intent
29 to Propose (1 page)
30 12. Comments from Melvin Higa Dated September 5, 2002 Regarding Proposed RFP Submission of
31 Proposal (1 page)
32 13. Letter from Melvin Higa Dated September 5, 2002 Regarding Collective Bargaining/Benefit Plans
33 (13 pages)
34 14. Bidders List from Garner Consulting Dated September 5, 2002 Regarding RFP (1 page)
35 15. Motion by Trustee Williams Dated September 5, 2002 Regarding Establishing An Investigative
36 Committee (1 page)