KAISER PERMANENTE®

2026 Hawaii Small Group
EMPLOYER APPLICATION

Email application to your Kaiser Permanente representative or your broker.

Requested effective date: _____

1 ABOUT BUSINESS

Legal business name (as stated on your local business license, quarterly wage and tax report, corporate or partnership documents)	Doing business as (DBA)

Physical street address **(no P.O. boxes)**	City	State	ZIP	County

Phone
( ) –

Type of business

☐ Corporation ☐ Sole proprietorship ☐ Partnership ☐ Limited liability company (LLC) ☐ Other

DOL (Department of Labor) number	In business since (mm/dd/yyyy)	Federal tax ID (EIN) number	NAICS code (6 digits – visit naics.com/search)	Business Website

All employees must be covered by workers' compensation, unless not required to be covered by law. You're not eligible to apply for coverage if you don't have workers' compensation, unless you're exempt. I attest that the following information is correct.

☐ Yes, my company has workers' compensation. ☐ Pending

If *Yes* or *Pending*, name of carrier: _____ Policy # _____
(indicate *unknown* or *pending* as applicable)

Exempt from providing workers' compensation for the following reason: _____

2 OTHER MEDICAL COVERAGE

Does your company or affiliated company(ies) have or has it ever had group coverage directly through Kaiser Permanente? If *Yes*, please provide the group number and company name.

☐ Yes ☐ No Group Number: Company name:

Does your company currently have active group health coverage?

☐ Yes ☐ No Name of carrier: Renewal month: / /

Will you be offering another carrier's small group health plan, alongside Kaiser Permanente, to your employees?

☐ Yes ☐ No Name of carrier: _____ Renewal month: / /

Number of employees enrolled:

3A EMPLOYER ELIGIBILITY

In determining the number of employees or eligible employees, affiliated companies that are eligible to file a combined tax return for purposes of state taxation shall be considered 1 employer.

Is your company affiliated with another company and eligible to file a combined tax return? ☐ Yes ☐ No If Yes, please provide below:

Company name	☐ Affiliate ☐ Subsidiary

Address	City	State	ZIP	County

Federal tax ID number	Phone ( ) –

Requested effective date: _____

3B EMPLOYEE COUNT

Please provide the total number of employees nationwide **(full time and part time).**

Total _____

Note: If the total number of employees noted above is 50 or fewer, skip the following and go to section 3C.

If your total number of employees noted above is more than 50, please provide the total number of **full-time and full-time equivalent employees** on the line below. To qualify for small group coverage, your company must have at least 1 but no more than 50 full-time and full-time equivalent employees on average of the previous calendar year. For information on calculating the number of full time and full-time equivalent employees (FTE), refer to **healthcare.gov** or your legal counsel.

Total _____

3C ELIGIBLE AND ENROLLING EMPLOYEES

Please provide the total number of **eligible employees**. Total _____

Please provide the total number of **enrolling employees.** Total _____

Hours per week employees must work to be eligible for coverage: _____

Are you offering dependent coverage?[1] ☐ Yes ☐ No

[1] If you have 50 or more full-time or full-time equivalient employees, you must offer dependent coverage. For more information about Employer Shared Responsibility, see section 4980(H)(C)(2) of the Internal Revenue Code.

3D DOMESTIC PARTNER COVERAGE

Do you wish to offer non-state registered domestic partner coverage? ☐ Yes ☐ No

See Domestic Partner Coverage in the Agreement and Signature section for state registered and non-state registered domestic partner coverage details.

4 CONTINUATION COVERAGE

Did your company employ 20 or more employees for at least 50% of the workdays of the preceding calendar year (January through December), making it subject to COBRA? ☐ Yes ☐ No

Are you submitting COBRA applications? ☐ Yes ☐ No

5A ERISA STATUS

Is your company subject to ERISA?[2] ☐ Yes ☐ No If you don't select an answer, we'll record your status as *Yes*.

[2] ERISA is a federal law that sets minimum standards for employee benefit plans established by private employers and employee organizations. Many group health plans are subject to ERISA, although government and church plans generally aren't. If you're unsure of your group health plan's ERISA status, we recommend that you consult with your financial or legal advisor before responding.

5B MEDICARE SECONDARY PAYOR STATUS

Is your company subject to TEFRA?[3] ☐ Yes ☐ No

[3] If your company employed 20 or more full-time and/or part-time employees for each working date for 20 or more calendar weeks in the current calendar year or preceding calendar year, your group is subject to this federal law.

Requested effective date: _____

6A CONTRACT DELIVERY PREFERENCE

We'll deliver your Kaiser Foundation Health Plan, Inc. (KFHP)/Kaiser Permanente Insurance Company (KPIC) contract(s) online in a PDF file at **account.kp.org** unless you indicate below that you'd like your contract(s) mailed to you.

☐ I want to receive my contract(s) by mail.

6B CONTRACT SIGNER

This person is responsible for receiving and providing renewal information, and is authorized to make membership or contractual changes to your account. This address will become the group mailing address, if different from the business physical address.

First name	MI	Last name	Title

Mailing address	City	State	ZIP

Office phone ( ) –	Ext.	Cellphone ( ) –

Email	How should we correspond with this person? **(select 1 only)**
	☐ Email ☐ Mail

6C BILLING CONTACT

The **billing contact** is the person within your company to whom billing statements are addressed. This person will have access to group information. Only 1 billing contact is allowed.

☐ **Check here if same as contract signer.**

First name	MI	Last name

Mailing address	City	State	ZIP

Office phone ( ) –	Ext.	Cellphone ( ) –

Email	How should we correspond with this person? **(select 1 only)**
	☐ Email ☐ Mail

Requested effective date: _____

7 MEDICAL PLANS

Please select your plan option. For more information on the plans listed below, contact your sales representative or agent/broker.

Small Business Plans

KP HI Platinum 0/20 Rx Ded	☐ KP HI Platinum 0/20 Rx Ded
	☐ KP HI Platinum 0/20 Rx Ded – ChiroAcuMassageNaturopathy
	☐ KP HI Platinum 0/20 Rx Ded – Optical 200
	☐ KP HI Platinum 0/20 Rx Ded - Plus 25
	☐ KP HI Platinum 0/20 Rx Ded – Optical 200 – ChiroAcuMassageNaturopathy
	☐ KP HI Platinum 0/20 Rx Ded – Dental 2995
	☐ KP HI Platinum 0/20 Rx Ded – Dental 2995 – ChiroAcuMassageNaturopathy
	☐ KP HI Platinum 0/20 Rx Ded – Optical 200 – Dental 2995
	☐ KP HI Platinum 0/20 Rx Ded – Optical 200 – Dental 2995 – ChiroAcuMassageNaturopathy
	☐ KP HI Platinum 0/20 Rx Ded – Plus 25 – Optical 200 – Dental 2995 – ChiroAcuMassageNaturopathy
KP HI Platinum 0/20 Rx	☐ KP HI Platinum 0/20 Rx
	☐ KP HI Platinum 0/20 Rx – ChiroAcuMassageNaturopathy
	☐ KP HI Platinum 0/20 Rx – Optical 200
	☐ KP HI Platinum 0/20 Rx – Optical 200 – ChiroAcuMassageNaturopathy
	☐ KP HI Platinum 0/20 Rx – Dental 2995
	☐ KP HI Platinum 0/20 Rx – Dental 2995 – ChiroAcuMassageNaturopathy
	☐ KP HI Platinum 0/20 Rx – Optical 200 – Dental 2995
	☐ KP HI Platinum 0/20 Rx – Optical 200 – Dental 2995 – ChiroAcuMassageNaturopathy
	☐ KP HI Platinum 0/20 RX – Plus 25 – Optical 200 – Dental 2995 – ChiroAcuMassageNaturopathy
KP HI Platinum 0/15 Rx	☐ KP HI Platinum 0/15 Rx
	☐ KP HI Platinum 0/15 Rx – ChiroAcuMassageNaturopathy
	☐ KP HI Platinum 0/15 Rx – Optical 200
	☐ KP HI Platinum 0/15 Rx – Optical 200 – ChiroAcuMassageNaturopathy
	☐ KP HI Platinum 0/15 Rx – Dental 2995
	☐ KP HI Platinum 0/15 Rx – Dental 2995 – ChiroAcuMassageNaturopathy
	☐ KP HI Platinum 0/15 Rx – Optical 200 – Dental 2995
	☐ KP HI Platinum 0/15 Rx – Optical 200 – Dental 2995 – ChiroAcuMassageNaturopathy
	☐ KP HI Platinum 0/15 RX – Plus 25 – Optical 200 – Dental 2995 – ChiroAcuMassageNaturopathy

KP HI other plan option (enter plan name): _____

Pediatric Dental: The Patient Protection and Affordable Care Act requires that pediatric dental be included as an essential health benefit for customers of small group and individual health insurance policies. The undersigned attests that they have purchased or will purchase an Exchange-certified stand-alone pediatric dental coverage plan from any insurer whether purchased "on" or "off" the Exchange, in order to be eligible to purchase a medical plan that excludes pediatric dental coverage, unless they enroll in an adult dental plan through Kaiser Permanente that has pediatric dental benefits embedded.

Requested effective date: _____

8 IMPORTANT INFORMATION – PLEASE READ CAREFULLY

This is an application for coverage only. No contract for coverage will exist until Kaiser Foundation Health Plan of Hawaii, or Kaiser Permanente Insurance Company (KPIC) has completed its review and communicated to the business applicant or the applicant's broker that the application has been accepted and a group health plan contract/group policy will be issued.

9 AUTHORIZED AGENT/BROKER OF RECORD FOR KAISER PERMANENTE

To be completed by broker

To the best of my knowledge and belief, employment and other information on this application is complete and accurate. I acknowledge that I represent and am acting on behalf of my client and not for, or as, an employee of Kaiser Foundation Health Plan, or KPIC. I've explained the benefits and limitations of coverage and advised my client not to terminate any existing coverage until receiving written notice that the coverage being applied for under the new program has been approved. I understand that I have no right to bind this coverage or to alter terms of the insurance.

Primary (authorized agent/broker)

Agent/broker name	% split
Firm name	Kaiser Permanente broker firm ID
Agent/broker signature **X**	Date

Secondary (only if adding another firm; doesn't apply to a second agent/broker at the same firm)

Agent/broker name	% split
Firm name	Kaiser Permanente broker firm ID

Requested effective date: _____

10 AGREEMENT AND SIGNATURE

Rate quote proposals are processed and returned within five (5) working days of receipt of the completed and acceptable new group application.

Domestic Partner Coverage

Coverage for state-registered (civil union) domestic partner coverage is included in all small group plans. You may also offer coverage to those who are not registered with this state. Kaiser Permanente is not advising on whether or not the law requires coverage of these individuals. Please seek guidance from your counsel on dependent coverage obligations.

Agent/Broker Compensation

The designated agent/broker for Kaiser Foundation Health Plan is entitled to receive all allowed commissions/fees and service allowances in conjunction with the placement, installation, and/or servicing of our health plan contract/agreement.

Eligibility requirements for Employer-sponsored group health plans

1. The identified employer certifies that they are a legitimated business operation that must provide medical coverage to their employees on payroll based on the Hawaii Prepaid Health Care Act (HPHCA). For information on the HPHCA and other employers' requirements, including workers' compensation (WC) and temporary disability insurance (TDI), please contact the State of Hawaii Department of Labor and Industrial Relations, Disability Compensation Division at **808-586-9161**.
2. The identified employer certifies that their company is a legitimate business operation, and does not exist for the sole purpose of obtaining health care coverage. The identified employer agrees that a bona fide employer/employee relationship exists with respect to each subscriber to be enrolled. This requirement does not apply to eligible Taft-Hartley trusts and partnerships.
3. a. The identified employer agrees that all persons to be covered, except retirees, dependents and those former employees covered under a continuation of benefits, are "Eligible Employees" of the employer, or a subsidiary or affiliate listed within this request. "Eligible Employee" means an employee who works for a Group employer on a full-time basis, works 20 or more hours per week for four consecutive weeks, earns a monthly wage of 86.67 times the Hawaii minimum hourly wage, has satisfied applicable waiting period requirements, and is not a part-time, temporary, seasonal or substitute employee or independent contractor who receives a 1099 statement.

   b. Employer contribution: Based on the Hawaii Prepaid Healthcare Act, the employer may elect to pay the entire premium amount or share the cost with the employee. The employer must pay at least one-half the premium cost; however, the employee's contribution cannot exceed 1.5% of the employee's gross monthly wages. In the event the employee's allowable share constitutes less than one-half of the premium, the employer is liable for the entire remaining portion. The employer is permitted to withhold the employee's contribution from the employee's wages. An employee cannot agree to pay a greater share from wages, except for the purpose of paying for the added cost of providing prepaid health care benefits for the employee's dependents under the same plan.
4. The identified employer agrees that it assumes responsibility for, and all liability related to, its determinations regarding the eligibility status of each Eligible Employee and his/her Dependents. The identified employer agrees it will be financially liable to Kaiser Permanente for any errors and/or omissions.
5. The identified employer agrees that the Group medical coverage applied for in this request will not become effective until:

   a. This request is approved by Kaiser Permanente; and

   b. An advance payment equal to an estimated one month premium is received by Kaiser Permanente. After which, your group is automatically enrolled in online billing. For any questions, please call your Kaiser Permanente Sales Team.
6. KFHP-HI requires individuals over the age of 18 who are enrolling in health plan coverage in Hawaii ("Members") to agree to arbitration as part of their enrollment process. KFHP-HI enrollment forms include the required arbitration language. If Group wants to use a different form or system for enrolling Members other than those provided by KFHP-HI, Group must include KFHP-HI's arbitration language and obtain Health Plan's prior approval of the form or system. Group understands and agrees that it shall take all actions necessary to facilitate Members' agreement to such arbitration language and shall provide information to KFHP-HI necessary for it to exercise its right to obtain Members' arbitration agreements.

Please do not cancel existing coverage until you have accepted final rates and all required documents have been approved and accepted by Kaiser Permanente.

By continuing to pay Group premium on this renewing plan, Group hereby represents that Group does not impose a waiting period exceeding 90 days on employees who meet Group's eligibility requirements. For purposes of this requirement, a "waiting period" is the period that must pass before coverage for an individual who is otherwise eligible to enroll under the terms of a group health plan can become effective in accord with the waiting period requirements in the Patient Protection and Affordable Care Act and regulations.

In addition, Group represents that eligibility data provided by the Group to Health Plan will include coverage effective dates for Group's employees that correctly account for eligibility in compliance with the waiting period requirements in the Patient Protection and Affordable Care Act and regulations.

Eligibility requirements as defined in the Prepaid Health Care Act continue to apply for employees eligible for coverage under the Prepaid Health Care Act.

Requested effective date: _____

I, the undersigned, hereby represent and warrant that the information provided on this New Group Application Employee Census and Employer Group Questionnaire is true and accurate for the identified employer. I understand that Kaiser Foundation Health Plan, Inc. will rely on this information to establish health care coverage for the identified subscribers if the Health Plan decides to enroll the customer. If any of this information is untrue or inaccurate, Kaiser Foundation Health Plan, Inc. will be able to terminate the identified customer or take other appropriate actions that will directly impact the employer, its members, and the prices of any coverage that may be provided.

The undersigned attests that they have purchased or will purchase an Exchange-certified stand-alone pediatric dental coverage plan from any insurer whether purchased "on" or "off" the Exchange, in order to be eligible to purchase a medical plan that excludes pediatric dental coverage, unless they enroll in an adult dental plan through Kaiser Permanente that has pediatric dental benefits embedded. The undersigned acknowledges that the Patient Protection and Affordable Care Act requires that pediatric dental be included as an essential health benefit for customers of small group and individual health insurance policies.

I understand that if I have an authorized agent/broker of record, then the agent/broker and their support staff currently on file with Kaiser Permanente will have access to my group-specific information. They're able to service my organization and to act or change group information on my behalf. Access to my account.kp.org group account will be granted to my agent/broker who can delegate authority to their support staff. This information may include, but is not limited to, renewal notices, group agreements, rates, benefits, and protected health information (PHI).

Kaiser Foundation Health Plan Hawaii — Arbitration Agreement *

Binding Arbitration

Except as provided in the Dispute Resolution section of Kaiser Permanente's Guide to Your Health Plan (Guide) or by applicable law, any and all claims, disputes, or causes of action arising out of or related to your Guide or Evidence of Coverage (EOC), its performance or alleged breach, or the relationship or conduct of the parties, including but not limited to any and all claims, disputes, or causes of action based on contract, tort, statutory law, or actions in equity, shall be resolved by binding arbitration.

This includes but is not limited to any claim asserted:

By or against a Member, a patient, the heirs or the personal representative of the estate of the Member or patient, or any other person entitled to bring an action for damages, arising from or related to harm to the member or patient as permitted by applicable federal or Hawaii state law existing at the time the claim is filed ("Member Parties"). For purposes of this Agreement, all family members of the member or patient who have derivative claims arising from such harm, shall also be deemed "Member Parties" and bound to these arbitration terms;

On account of death, bodily injury, physical ailment, mental disturbance, or economic loss arising out of the rendering or failure to render medical services or the provision or failure to provide benefits under this Agreement, except when binding arbitration is explicitly not permitted by applicable law, premises liability, or arising out of any other claim of any nature, irrespective of the legal theory upon which the claim is asserted; and

By or against one or more of the following entities or their employees, officers or directors ("Kaiser Permanente Parties"):

- Kaiser Foundation Health Plan, Inc.,
- Kaiser Foundation Hospitals,
- Hawaii Permanente Medical Group, Inc.,
- The Permanente Federation, LLC,
- Any individual or organization that contracts with an organization named above to provide medical services to Health Plan Members, when such contract includes a provision requiring arbitration of the claim made.

Notwithstanding any provisions to the contrary in this Agreement, the following claims shall not be subject to mandatory arbitration:

- claims for monetary damages within the jurisdictional limit of the Small Claims Division of the District Courts of the State of Hawaii;
- actions for appointment of a legal guardian of a person or property subject to probate laws;
- purely injunctive orders reasonably necessary to protect Kaiser Permanente's ability to safely render medical services (such as temporary restraining orders, and emergency court orders).
- claims that may not be subject to binding arbitration under applicable federal or state law;
- for Medicare members, claims subject to the Medicare appeals process.

Requested effective date: _____

Initiating Arbitration

A demand for arbitration shall be initiated by sending a registered or certified letter to each named party against whom the claim is made, with a notice of the existence and nature of the claim, the amount claimed and a demand for arbitration. Any Kaiser Permanente Parties shall be served by registered or certified letter, postage prepaid, addressed to the Kaiser Permanente Parties in care of the Health Plan at Kaiser Foundation Health Plan, Inc., Member Services, 711 Kapiolani Boulevard, Honolulu, HI 96813. The arbitrators shall have jurisdiction only over persons and entities actually served.

Arbitration Proceedings

Within 30 days after the service of the demand for arbitration, the parties shall agree on a panel of arbitrators from which to select arbitrators or shall agree on particular arbitrators who shall serve for the case. If the parties cannot agree on any panel of arbitrators or particular arbitrators within the 30 days, then the panel of arbitrators shall be that of Dispute Prevention and Resolution, Inc. ("DPR"). Unless the parties agree to any other arbitration service and rules, DPR shall administer the arbitration and its arbitration rules shall govern the arbitration (including rules for selection of arbitrators from a panel of arbitrators, if the parties have not already agreed upon particular arbitrators to serve). Kaiser Permanente shall notify DPR (or such other arbitration service as may be chosen by the parties) of the arbitration within 15 days following the expiration of the 30-day period noted above.

Within 30 calendar days after notice to DPR, the parties shall select a panel of three arbitrators from a list submitted to them by the arbitration service. In all claims seeking a total monetary recovery less than $25,000.00, and in any other case where the parties mutually agree, a panel of one arbitrator selected by both parties from a list submitted to them by the arbitration service will be allowed. The arbitrator(s) will arrange to hold a hearing in Honolulu (or such other location as agreed by the parties) within a reasonable time thereafter.

Limited civil discovery shall be permitted only for production of documents that are relevant and material, taking of brief depositions of treating physicians, expert witnesses and parties (a corporate party shall designate the person to be deposed on behalf of the corporation) and a maximum of three other critical witnesses for each side (i.e., respondents or claimants), and independent medical evaluations.

The arbitrator(s) will resolve any discovery disputes submitted by any party, including entry of protective orders or other discovery orders as appropriate to protect the parties' rights under this paragraph.

Any payment for the fees and expenses of the arbitration service and the arbitrator(s) shall be borne one-third by the Member Parties and two-thirds by the Kaiser Permanente Parties. Each party shall bear their own attorney's fees, witness fees, and discovery costs.

The arbitrator(s) may decide a request for summary disposition of a claim or particular issue, upon request of one party to the proceeding with notice to all other parties and a reasonable opportunity for the other parties to respond. The standards applicable to such request shall be those applicable to analogous motions for summary judgment or dismissal under the Federal Rules of Civil Procedure.

In claims involving benefits and coverage due under this Agreement or disputes involving operation of the Plan, Health Plan's determinations and interpretations, and its decisions on these matters are subject to de novo review. The arbitration award shall be final and binding. The Member Parties and Kaiser Permanente Parties waive their rights to jury or court trial. With respect to any matter not expressly provided for herein, the arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. Chapter 1.

General Provisions

All claims based upon the same incident, transaction or related circumstances regarding the same Member or same patient shall be arbitrated in one proceeding (for example, all Member Parties asserting claims arising from an injury to the same Health Plan Member, shall be arbitrated in one proceeding).

A claim for arbitration shall be waived and forever barred if on the date notice thereof is received, the claim, if it were then asserted in a civil action, would be barred by the applicable Hawaii statute of limitations. All notices or other papers required to be served or convenient in the conduct of arbitration proceedings following the initial service shall be mailed, postage prepaid, to such address as each party gives for this purpose. If the Federal Arbitration Act or other law applicable to these arbitration terms is deemed to prohibit any term in this Agreement in any particular case, then such term(s) shall be severable in that case and the remainder of this Agreement shall not be affected thereby. Class actions and consolidation of parties asserting claims regarding multiple members or patients are prohibited. The arbitration provisions in this Agreement shall supersede those in any prior Agreement.

Arbitration Confidentiality

Neither party nor the arbitrator(s) may disclose the substance of the arbitration proceedings or award, except as required by law or as necessary to file a motion regarding the award pursuant to the Federal Arbitration Act, in any federal or state court of appropriate jurisdiction within Hawaii, and in that event, the parties shall take all appropriate action to request that the records of the arbitration be submitted to the court under seal.

Requested effective date: _____

Special Claims

Medical Malpractice Claims Prior to initiating any arbitration proceedings alleging medical malpractice, Member Parties shall first submit the claim to a Medical Inquiry and Conciliation Panel pursuant to Chapter 671, Hawaii Revised Statutes, Sections 11-19. Following the rendering of an advisory decision by the Medical Inquiry and Conciliation Panel, if the claim has not been withdrawn or settled, Member Parties shall serve a demand for arbitration on Kaiser Permanente Parties as specified in the "Initiating arbitration" section.

Benefit Claims If the Member Party has a claim for benefits that is denied or ignored (in whole or in part), the Member Party may pursue legal action in federal or state court, as appropriate, after the Member Party has exhausted the claims and appeals process and, if applicable, external review process. The court will decide who should pay court costs and legal fees. If the Member Party is successful, the court may order the person or entity the Member Party has sued to pay these costs and fees. If the Member Party loses, the court may order the Member Party to pay these costs and fees, for example, if it finds the Member Party's claim is frivolous. If the Member Party has any questions about the Member Party's plan, the Member Party should contact Health Plan at **1-800-966-5955**.

Although benefit-related claims may not be required to be resolved by binding arbitration pursuant to this section, Member Parties may still make a voluntary election to use binding arbitration to resolve these claims, instead of court trial, by filing a demand for arbitration upon Kaiser Permanente Parties pursuant to the provisions of the "Initiating Arbitration" section. If a voluntary election to use binding arbitration is made by a Member Party, the arbitration shall be conducted pursuant to the "Dispute Resolution" section of your Guide or EOC.

External Appeal of Internal Review Decisions If you disagree with Kaiser Permanente's final internal benefit determination, you may request voluntary binding arbitration pursuant to the procedures in this Agreement. In addition to the arbitration procedures set forth in this Agreement which may be elected by the Member (but are not mandatory), Hawaii Revised Statutes Chapter 432E also creates certain external review rights for Members to submit a request for external review to the State Insurance Commissioner within 130 days from the date of Kaiser's final internal determination. These rights are subject to the limitations noted in the next paragraph, and are subject to the requirements and limitations in Hawaii Revised Statutes Chapter 432E (including exhausting all of Kaiser Permanente's internal complaint and appeals procedures before requesting external review, except as specified in Chapter 432E for situations when simultaneous external review is permitted to occur or Kaiser Permanente has failed to comply with federal requirements regarding its claims and appeals process). A complete description of Kaiser Permanente's claims and appeals process is described in the "Appeals" section of your Guide or EOC.

Chapter 432E external reviews are limited to situations where (a) the complaint is not for allegations of medical malpractice, professional negligence or other professional fault by health care providers, and (b) the complaint relates to an adverse action as defined in Hawaii Revised Statutes Chapter 432E. Health Plan may object to external reviews under Chapter 432E which do not meet the standards for external review under applicable federal and state law and Health Plan reserves its full rights and remedies in this regard. The recitation of state law provisions shall not be deemed to constitute any waiver of such objections.

Senior Advantage Member Claims

Complaints and appeals procedures for Senior Advantage Members are described in the Kaiser Permanente Senior Advantage Evidence of Coverage (KPSA EOC). The arbitration provisions of this KPSA EOC apply only to Senior Advantage Member claims asserted on account of medical malpractice or a violation of a legal duty arising out of this KPSA EOC, irrespective of the legal theory upon which the claim is asserted.

**Disputes arising from the following fully insured Kaiser Permanente Insurance Company coverages are not subject to binding arbitration: 1) the Preferred Provider Organization (PPO) and the Out-of-Network portion of the Point-of-Service (POS) plans; 2) Preferred Provider Organization (PPO) plans; 3) Out-of-Area Indemnity (OOA) plans; and 4) KPIC Dental plans.*

Authorized company signer (please print name)	Company title (please print)
Signature required for all Kaiser Permanente plans **X**	Date