Kenmore-Town of Tonawanda Union Free School District

Kenmore-Town of Tonawanda Union Free School District
1500 Colvin Boulevard
Buffalo, NY 14223

Ken-Ton Schools Health Premiums Only HRA Plan

Summary Plan Description

Amended and Restated July 01, 2025

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INTRODUCTION

This is the Summary Plan Description (the "SPD") for the Ken-Ton Schools Health Premiums Only HRA Plan, a Health Reimbursement Arrangement (the "HRA"). This SPD summarizes your rights and obligations as a participant (or beneficiary) in the HRA.

Read this SPD carefully so that you understand the provisions of our HRA and the benefits you will receive. You should direct any questions you have to the Plan Administrator. There is a plan document on file, which you may review if you desire. In the event there is a conflict between this SPD and the plan document, the plan document will control.

I. ELIGIBILITY

01. What Are the Eligibility Requirements for this HRA?

You will be eligible to join the HRA once you meet the Employer's eligibility requirements for retirement below:

- You must have 0 years of service with the Company and;
- You must be 0 years old at the time of your retirement.

02. When is My Entry Date?

Any Retired Employee shall be eligible to participate in the HRA if such person meets the Employer's eligibility requirements as separately established by the Employer hereunder on the date such Employee is enrolled in any qualified health coverage that does not exist solely of excepted benefits.

03. Are There Any Retired Employees Who Are Not Eligible?

Yes, current employees who are otherwise eligible but do not elect to retire on the dates set forth by the Employer are not eligible to join the HRA until the next period in which the Employer provides the opportunity to participate in the HRA. You will also cease to be eligible to continue participating in the Plan or receive further payment distributions at the point in which you become re-employed by the Employer at any time after your previous retirement. Payment may continue for such individual for any previously unpaid amounts at such point as that individual ceases any further employment with the Employer as of any date thereafter.

II. BENEFITS

01. **What Benefits Are Available?**

The HRA allows for reimbursement for expenses as described in the Appendices of this document. The expenses that qualify are those permitted by Section 213(d) of the Internal Revenue Code.

The amounts provided to the HRA by your employer will be made available on the first day of the plan year.

Expenses are considered "incurred" when the service is performed, not necessarily when it is paid for. Any amounts reimbursed under the HRA may not be claimed as a deduction on your personal income tax return or reimbursed by other health plan coverage.

If the maximum amount available for reimbursement for a Coverage Period is not utilized in its entirety, refer to Appendix A for information on how these funds will be handled.

02. **What is the "Plan Year"?**

The "Plan Year" begins July 01 and ends June 30.

03. **What is the "Coverage Period"?**

The period of the current "Coverage Period" in which the individual is an eligible employee on or after his or her plan entry date.

04. **How are payments made from the HRA?**

You may submit requests for reimbursement of expenses you have incurred during the course of a Coverage Period in accordance with the instructions of the Plan Administrator. The Plan Administrator will provide you with further details. However, you must make your requests for reimbursements no later than 92 days after the end of the Coverage Period (that is, no later than 09/30). In addition, you must submit to the Plan Administrator, in accordance with the instructions of the Plan Administrator, proof of the expenses you have incurred and that they have not been paid by any other health plan coverage. If the request qualifies as a benefit or expense that the HRA has agreed to pay, you will receive a reimbursement payment soon thereafter.

In addition, you should also note that any previous benefit payments made from any Account under the Plan that are unclaimed (e.g., uncashed benefit checks) at the end of the Plan Year following the period of coverage in which the qualifying expense was incurred will be forfeited to the Employer.

Payments under this HRA shall be made directly to the Participant. Remember, reimbursements made from the HRA are generally not subject to federal income tax or withholding. Nor are they subject to Social Security taxes.

05. **Uniformed Services Employment and Reemployment Rights Act (USERRA)**

If you are going into or returning from military service, the Uniformed Services Employment and Reemployment Rights Act of 1994 may give you special rights to health care coverage under the HRA. If you may be affected by this law, ask your Plan Administrator for further details.

06. **What Happens If I Die?**

If you die before the entirety of all remaining balances under your HRA account have been paid or distributed, your remaining balance may continue to be used by your spouse or other qualifying dependent(s) under the same terms and conditions as would be applicable to you during your lifetime. If your spouse predeceases you, or there are no other remaining dependents who can be reasonably located for further use and distribution, any unpaid remaining balances will be forfeited and returned to the Plan.

III. GENERAL INFORMATION ABOUT OUR HRA

This Section contains certain general information, which you may need to know about the HRA.

01. **General HRA Information**

"Ken-Ton Schools Health Premiums Only HRA Plan" is the name of the Plan.

Your Employer has assigned Plan Number 503 to your Plan.

The company amends and restates this Plan as of July 01, 2025 with an original effective date of July 01, 2024.

Your Plan's records are maintained on the basis of a period of time known as the "Plan Year." The Plan Year begins on July 01 and ends June 30 (the "Plan Year").

02. **Employer Information**

Your Employer's name, address, and identification number are:

Kenmore-Town of Tonawanda Union Free School District
1500 Colvin Boulevard
Buffalo, NY 14223
EIN: 16-6002097

03. **Plan Administrator Information**

The name and address of your Plan Administrator are:

Kenmore-Town of Tonawanda Union Free School District
1500 Colvin Boulevard
Buffalo, NY 14223

The Plan Administrator will also answer any questions you may have about our HRA. The Plan Administrator has the exclusive right to interpret the appropriate HRA provisions. Decisions of the Plan Administrator are conclusive and binding. You may contact the Plan Administrator for any further information about the HRA.

04. **Agent for Service of Legal Process**

Should it ever be necessary, you or your personal representative may serve legal process on the agent for service of legal process for the HRA. The HRA Agent of Service is:

Kenmore-Town of Tonawanda Union Free School District
1500 Colvin Boulevard
Buffalo, NY 14223

Legal process may also be served on the Plan Administrator.

05. **Type of Administration**

The HRA is a health reimbursement arrangement. The HRA is not funded or insured. Benefits are paid from the general assets of the Employer.

06. **Claims Administrator Information**

The name and address of your Claims Administrator are:

P&A Group
6400 Main Street, Suite 210
Williamsville, NY 14221

The Claims Administrator keeps the claims records for the HRA and is responsible for the claims administration of the HRA. The Claims Administrator will also answer any claims-related questions you may have about the HRA.

IV. ADDITIONAL HRA INFORMATION

01. **How claims are submitted**

When you have a Claim to submit for payment, you must:

1. File the claim in accordance with the instructions of the Plan Administrator.
2. Submit copies of all supporting receipts and/or Explanation of Benefits (EOB) from your insurance carrier for which you are requesting reimbursement.

A Claim is defined as any request for a HRA benefit, made by a claimant or by a representative of a claimant that complies with the HRA's reasonable procedure for making benefit Claims. The times listed are maximum times only. A period of time begins at the time the Claim is filed. Unless otherwise specified, decisions will be made within a reasonable period of time appropriate to the circumstances. "Days" means calendar days.

Notification of whether claim is accepted or denied	30 days
Extension due to matters beyond the control of the Plan	15 days
Insufficient information on the claim:	
Notification of	15 days
Response by Participant	45 days
Review of claim denial	60 days

The Claims Administrator will provide written or electronic notification of any Claim denial. The notice will state:

1. Information sufficient to identify the claim involved, including the date of service, the health care provider, the claim amount (if applicable), the diagnosis code and its corresponding meaning, and the treatment code and its corresponding meaning.
2. The specific reason or reasons for the adverse determination.
3. Reference to the specific HRA provisions on which the determination is based.
4. A description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary.
5. A description of the HRA's internal review procedures and time limits applicable to such procedures, available external review procedures, as well as the claimant's right to bring a civil action following a final appeal.
6. Upon request and free of charge, a copy of any internal rule, guideline, protocol or other similar criterion that was relied upon in making the adverse determination regarding the claim, and an explanation of the scientific or clinical judgment for a determination that is based on a medical necessity, experimental treatment or other similar exclusion or limit.
7. In the case of a claim involving urgent care, a description of the expedited review process applicable to such claim.

When you receive a denial, you will have 180 days following receipt of the notification in which to appeal the decision to the Claims Administrator. You may submit written comments, documents, records, and other information relating to the Claim. If you request, you will be provided, free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claim.

The period of time within which a denial on review is required to be made will begin at the time an appeal is filed in accordance with the procedures of the HRA. This timing is without regard to whether all the necessary information accompanies the filing.

A document, record, or other information shall be considered relevant to a Claim if it:

1. was relied upon in making the Claim determination;
2. was submitted, considered, or generated in the course of making the Claim determination, without regard to whether it was relied upon in making the Claim determination;
3. demonstrated compliance with the administrative processes and safeguards designed to ensure and to verify that Claim determinations are made in accordance with HRA documents

and HRA provisions have been applied consistently with respect to all claimants;

4. or constituted a statement of policy or guidance with respect to the HRA concerning the denied Claim.

The review will take into account all comments, documents, records, and other information submitted by the claimant relating to the Claim, without regard to whether such information was submitted or considered in the initial Claim determination. The review will not afford deference to the initial denial and will be conducted by a fiduciary of the HRA who is neither the individual who made the adverse determination nor a subordinate of that individual.

After receiving notice of an adverse benefit determination or a final internal adverse benefit determination, a claimant may file with the HRA a request for an external review. A claimant may request from the Plan Administrator additional information describing the HRA's external review procedure.

KEEP YOUR PLAN ADMINISTRATOR INFORMED OF ADDRESS CHANGES

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator or its designee.

Appendix A - HRA Plan Benefit

Employee Class
- Retirees

Qualified benefits
- Including Qualified Individual Insurance premiums
- Health Insurance Premiums

Reimbursement Schedule
- The HRA will pay $0.00 of qualifying expenses up to a max benefit limit of $0.00.

Unused HRA Funds
- Unused benefits at the end of the coverage period shall be carried forward to the next coverage period.

KENMORE-TOWN OF TONAWANDA UNION FREE SCHOOL DISTRICT

RETIREE HRA

APPENDIX B

Plan Document and SPD

The following is added:

"Employee Eligibility: Employees who did not negotiate a health insurance premium HRA are not eligible.

Benefit Amounts: There are no new contributions to this HRA plan. All participants are able to spend down any available balance they still have, but they will not receive new contributions.

This is exclusively a spend-down HRA, participants will not receive new contributions. They will only spend down any remaining balances that have rolled over from previous plan years. Upon death, participants in the KTSEA unit may pass 100% of any remaining HRA balance to a surviving spouse or eligible dependent. Participants in the KTA bargaining unit may pass 50% of any remaining HRA balance to a surviving spouse or eligible dependent."

Appendix A

The following paragraph is deleted in its entirety:

"Qualified benefits

Including Qualified Individual Insurance premiums

Health Insurance Premiums"

And substituted with:

"Qualified benefits

Health Insurance Premiums"