

## SUMMARY PLAN DESCRIPTION FOR MORA ISD 332

The Employee Retirement Income Security Act of 1974 (ERISA) requires that certain information be furnished to each participant or eligible participant in an employee benefit plan. When attached to your Certificate of Insurance, this document becomes your Summary Plan Description. Contributions are based on the amount of insurance premiums necessary to provide the coverage required by the plan. The Plan of Insurance is a welfare benefit plan.

### **1. Plan Sponsor and Address:**

Mora ISD 332  
400 East Maple Avenue  
Mora, MN 55051

### **2. Plan Name and Identification Number:**

The formal name of the plan is Mora ISD 332 Employee Welfare Benefit Plan. The plan is identified by the following numbers under Internal Revenue Service rules:

Employer Identification Number: 41-6001661  
Plan Number assigned by employer: 501

### **3. Type of Plan:**

This employee benefit plan provides the following coverage:

Group Medical Insurance

### **4. Plan Administration:**

The Plan Administrator is:

Mora ISD 332  
400 East Maple Avenue  
Mora, MN 55051

Employees who have questions about the plan should contact the plan administrator. Specific questions concerning benefits and individual claims should be directed to:

Medica  
PO Box 9310  
Minneapolis, MN 55440-9310  
(952) 992-2900

**5. Agent for Service of Process:**

Service of legal process may be made upon a plan trustee or the plan administrator. Process in any legal action may be directed to:

Mora ISD 332  
400 East Maple Avenue  
Mora, MN 55051

**6. Eligibility to Participate in Plan:**

If you are working for Mora ISD 332 at least 30 hours per week as an employee, you are eligible to participate in the plan on date of hire. If you are not actively at work on the date you are eligible for the plan, coverage is deferred until the next day you are at work.

**Special Enrollment Rights**

If you do not enroll yourself and your dependents in a group health plan after you become eligible or during annual enrollment, you may be able to enroll under the special enrollment rules under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") that apply when an individual declines coverage and later wishes to elect it. Generally, special enrollment is available if (i) you declined coverage because you had other health care coverage that you have now lost through no fault of your own (or employer contributions to your other health care coverage terminate); or (ii) you have acquired a new dependent (through marriage or the birth or adoption of a child) and wish to cover that person. In either case, as long as you meet the necessary requirements, you can enroll both yourself and all eligible dependents in the group health plan if you provide notice to the Plan Administrator within 30 days after you lose your alternative coverage (or employer contributions to your alternative coverage cease) or the date of your marriage or the birth, adoption, or placement for adoption of your child.

You may also enroll yourself and your dependents in a group health plan if you or one of your eligible dependent's coverage under Medicaid or the state Children's Health Insurance Program (CHIP) is terminated as a result of loss of eligibility, or if you or one of your eligible dependents become eligible for premium assistance under a Medicaid or CHIP plan. Under these two circumstances, the special enrollment period must be requested within 60 days of the loss of Medicaid/CHIP coverage or of the determination of eligibility for premium assistance under Medicaid/CHIP.

See the Plan Administrator for details about special enrollment.

**7. Description of Plan Benefits:**

The benefits provided under the plan are described in your Certificate of Insurance. If you lose your Certificate of Insurance, contact the plan administrator or Medica (address above) to obtain a replacement.

**8. Disqualification for Benefits:**

Circumstances which may result in disqualification, ineligibility or denial of benefits are described in your Certificate of Insurance.

**9. Disbursement of Benefit:**

The plan provides coverage through insurance issued by Medica.

## **10. Plan Year:**

Records for the plan are kept on a plan year basis from 10/1/2017 to 09/30/2018 for the purpose of accounting and all reports to the United States Department of Labor and other regulatory bodies.

## **11. Plan Funding and Type of Administration:**

The Plan is fully insured.

Benefits are provided under the Group Insurance Contract between the Mora ISD 332 and Medica. Claims for benefits are sent to Medica, which is responsible for paying claims.

Insurance premiums for employees and their eligible dependents are paid in part by the Plan Sponsor out of its general assets, and/or in part by employees' payroll deductions.

## **12. Additional Notices**

### **Special Rule for Women's Health Coverage**

The Women's Health and Cancer Rights Act of 1998 ("WHCRA") requires group health plans, insurance issuers and HMOs who already provide medical and surgical benefits for mastectomy procedures to provide insurance coverage for reconstructive surgery following mastectomies. This expanded coverage includes (i) reconstruction of the breast on which the mastectomy has been performed, (ii) surgery and reconstruction of the other breast to produce a symmetrical appearance, and (iii) prostheses and physical complications at all stages of mastectomy, including lymphedemas. These procedures may be subject to annual deductibles and coinsurance provisions that are similar to those applying to other medical or surgical benefits provided under the Group Medical Feature. For answers to specific questions regarding WHCRA benefits, contact the Plan Administrator. Additional state laws may be applicable as more fully described in other materials detailing your medical benefits.

### **COBRA Continuation Coverage**

COBRA Continuation Coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." The following are qualifying events:

Termination of your employment for any reason except gross misconduct. Coverage may continue for you and/or your eligible dependents;

A reduction in your hours. Coverage may continue for you and/or your eligible dependents;

Your death. Coverage may continue for your eligible dependents;

Your divorce or legal separation. Coverage may continue for your eligible dependents;

Your becoming entitled to Medicare. Coverage may continue for your eligible dependents; and  
Your covered dependent child's ceasing to be a dependent child under the Plan. Coverage may continue for that dependent.

## **13. How to Obtain Plan Benefits:**

You and your personal representatives must obtain a claim form. Claim forms may be obtained from the plan administrator or Medica.

You or your personal representative will complete a portion of the claim form by filling in all the information and signing on the line specified. Your personal physician will complete a portion of the form. You or your personal representative will forward the completed form with other requested information to:

Medica  
PO Box 9310  
Minneapolis, MN 55440-9310

for claim payment.

**14. Claim Review Procedures:**

If the claim is denied or partly denied, you or your personal representative will receive written notification of the denial, together with the specific reason for the denial, directly from Medica. If you or your personal representative need to provide any additional material, that material of denial will also explain the plan's claim review procedures.

You or your personal representative may file a written appeal of any denial directly to:

Medica  
PO Box 9310  
Minneapolis, MN 55440-9310 (952) 992-2900

Medica will respond in writing with its decision on your appeal within 90 days of receiving your appeal. The decision of Medica on the disposition of the appealed claim is final.

**15. Statement of ERISA Rights:**

As a participant in this plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

Examine, without charge, at the plan administrator's office and at other specified locations, such as work sites, all plan documents, including insurance contracts and copies of all documents filed by the plan with the U.S. Department of Labor, such as detailed Annual Reports and plan descriptions.

However, employers with fewer than 100 employees at the beginning of the plan year are not required to:

Allow examination of the Annual Report or Plan Description; or

Furnish copies of the Plan Description, Annual Report, or any Terminal Report.

Obtain copies of all plan documents and other plan information upon written request to the plan administrator. The administrator may make a reasonable charge for the copies.

Receive a summary of the plan's annual financial report except as described below. The plan administrator is required by law to furnish each participant with a copy of this summary of the Annual Report. Employers with fewer than 100 employees at the beginning of the plan year are not required to furnish a copy of the summary of the Annual Report.

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, or any other person, may fire

you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

If your claim for a welfare benefit is denied in whole or in part you must receive a written explanation of the reason for the denial. You have the right to have the plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If plan fiduciaries misuse the plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay the court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees (e.g. if it finds your claim frivolous). If you have any questions about your plan, contact the plan administrator. If you have any questions about his statement or about your rights under ERISA, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance of Inquires, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

**16. Plan Continuance:**

Mora ISD 332, in its sole discretion, reserves the right to revise, amend or terminate the plan at any time including amending or terminating the benefits provided to you in the plan and/or changing the amount of premium the plan participant must pay.

The Company owner has the sole and exclusive authority to alter, amend, or terminate benefits. If benefits are altered, amended or terminated, you will be notified in accordance with applicable federal/state law.

If the welfare benefit plan is altered, amended or terminated, it will not affect coverages for services rendered prior to the effective date.

**17. Master Contract:**

The statements in this Summary Plan Description are intended to explain as clearly as possible the essential features of the plan. The statements are, however, governed in all respects by the terms of the master contract, which will prevail in the case of conflict.