

**Amendment 02**  
**Effective January 1, 2014**  
**KENYON COLLEGE**

The Flexible Spending Summary Plan Description is amended as follows:

**1. The INTRODUCTION is amended to revise the following:**

The purpose of this document is to provide You with summary information on benefits available under this Plan as well as with information on Your rights and obligations under Your employer's sponsored Flexible Spending Plan (also known as a Cafeteria Plan). You are a valued Employee of KENYON COLLEGE, and Your employer is pleased to provide You with benefits that can help meet Your health care and Dependent care needs. Please read this document carefully and contact Your human resources or personnel office if You have questions. This document summarizes the benefits and limitations of the Plan and will serve as the SPD and Plan document. Therefore it will be referred to as both the Summary Plan Description ("SPD") and Plan document. It is being furnished to You in accordance with ERISA.

**2. The CAFETERIA PLAN HIGHLIGHTS provision is amended to revise the following:**

**USE-OR-LOSE RULE**

Plan Your Health Care and/or Dependent Care elections carefully. Any unused benefits or contributions in Your health or dependent care account will be forfeited if they are not used to pay or reimburse expenses that You or Your Dependents (if applicable) incur by the end of the Plan Year or by the end of the grace period with the exception of a Qualified Reservist Distribution. Forfeited amounts will be used to offset reasonable administrative expenses and future costs of the applicable benefit plan. Refer to the Plan's timely filing provision for details regarding the deadline for submitting claims.

**3. The CLAIMS AND APPEAL PROCEDURES FOR HEALTH CARE SPENDING ACCOUNTS (HEALTH FSA) provision is amended to revise the following:**

**PERSONAL REPRESENTATIVE**

**Personal Representative** means a person (or provider) who can contact the Plan on the Covered Person's behalf to help with claims, appeals or other benefit issues. A minor Dependent must have the signature of a parent or Legal Guardian in order to appoint a third party as a Personal Representative.

In general, if You choose to use a Personal Representative, You must submit proper documentation to the Plan stating the following: the name of the Personal Representative, the date and duration of the appointment, and any other pertinent information. In addition, You must agree to grant Your Personal Representative access to Your Protected Health Information. The Covered Person should contact the Claim Administrator to obtain the proper forms. All forms must be signed by the Participant to be effective. When Health FSA claims are submitted to the Plan by a Personal Representative, it will be assumed that the Personal Representative is acting as the Personal Representative of the Participant.

**4. The CLAIMS AND APPEAL PROCEDURES FOR HEALTH CARE SPENDING ACCOUNTS (Health FSA) provision is amended to revise the following:**

**APPEALS PROCEDURE FOR ADVERSE BENEFIT DETERMINATIONS**

**First Level of Appeal:**

- After the claim has been reviewed, the Covered Person will receive written notification letting him or her know if the claim is being approved or denied. In the event of new or additional evidence, or any new rationale relied upon during the appeal process, in connection with a claim that is being appealed, the Plan will automatically provide the relevant information to You. The notification will provide the Covered Person with the information outlined under the "Adverse Benefit Determination" section above. It will also notify You of Your right to file suit under ERISA after You have completed all mandatory appeal levels described in this SPD.

**Second Level of Appeal:**

- After Your claim has been reviewed, You will receive written notification letting You know if the claim is being approved or denied. In the event of new or additional evidence, or any new rationale relied upon during the appeal process in connection with a claim that is being appealed, the Plan will automatically provide the relevant information to You. The notification will provide You with the information outlined under the "Adverse Benefit Determination" section above. It will also notify You of Your right to file suit under ERISA after You have completed all mandatory appeal levels described in this SPD.

**5. The HEALTH CARE SPENDING ACCOUNT COMPLIANCE WITH ERISA AND LAWS APPLICABLE TO GROUP HEALTH PLANS provision is amended to delete the following:**

**COBRA (Continuation Coverage for Health Care Spending Accounts Benefits)**

**EARLY TERMINATION OF COBRA CONTINUATION**

- After electing COBRA, the Qualified Beneficiary becomes covered under another group health plan that does not contain any exclusion or limitation with respect to any pre-existing condition(s) for the beneficiary.

**6. The HEALTH CARE SPENDING ACCOUNT COMPLIANCE WITH ERISA AND LAWS APPLICABLE TO GROUP HEALTH PLANS provision is amended to revise the following:**

**UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT OF 1994**

**INTRODUCTION**

Employers are required to offer COBRA-like health care continuation coverage to persons in the armed service if the absence for military duty would result in a loss of coverage. Employees on leave for military service must be treated as if they are on leaves of absence and are entitled to any other rights and benefits accorded to similarly situated Employees on leaves of absence or on furloughs. If an employer has different types of benefits available depending on the type of leave of absence, the most favorable comparable leave benefits must apply to Employees on military leave. Reinstatement following a military leave of absence may not be subject to waiting periods.

**HIPAA: USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION UNDER HIPAA PRIVACY AND SECURITY REGULATIONS**

- The Plan Sponsor will promptly report to this Plan any breach or impermissible or improper Use or Disclosure of PHI not authorized by the HIPAA and this SPD and will report to the Plan any breach or security incident with respect to Electronic PHI of which Plan Sponsor becomes aware;

**7. The GLOSSARY OF TERMS provision is amended to revise the following:**

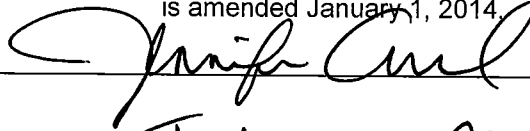
**Physician** means any of the following licensed practitioners, acting within the scope of his or her license in the state in which he or she practices, who performs services payable under this Plan: doctor of medicine (MD); doctor of medical dentistry including an oral surgeon (DMD); doctor of osteopathy (DO), doctor of podiatric medicine (DPM), doctor of dental surgery (DDS), doctor of chiropractic (DC), doctor of optometry (OPT). Subject to the limitations below, the term Physician shall also include the following practitioner types: physician assistant (PA); nurse practitioner (NP); certified nurse midwife (CNM); or certified registered nurse anesthetist (CRNA), when, and only when, the practitioner is duly licensed, registered, and/or certified by the state in which he or she practices, the services being provided are within his or her scope of practice, and the services are payable under this Plan.

BY THIS AGREEMENT,

The KENYON COLLEGE Flexible Spending Summary Plan Description

is amended January 1, 2014.

Authorized Signature \_\_\_\_\_



Print Name \_\_\_\_\_

JENNIFER CABRAL

Title \_\_\_\_\_

DIRECTOR OF HUMAN RESOURCES

Date \_\_\_\_\_

4-2-15

**IMPORTANT NOTICE:**

The employer agrees to all provisions of this amendment as the basis for Plan administration. Except as specifically stated above, nothing in this amendment will alter or amend the summary plan description.

Any applicable stop loss policies typically rely on formally approved amendments or updated summary plan descriptions when determining whether reimbursement is appropriate. Failure to notify the stop loss carrier of plan changes may result in a stop loss gap or lapse in coverage. Notice to the stop loss carrier of all plan changes is required.

Please sign and return this amendment to your UMR strategic account executive as soon as possible. Note, however, that since the corresponding system changes have been implemented, these changes are considered final, regardless of whether or not a signature is received. If you have any questions, please contact your UMR strategic account executive.

**Contingent upon your signed approval of the initial plan document, this amendment will be posted to the UMR member portal upon UMR's receipt of your signature, or within 14 days of your receipt of the amendment if a signature is not received by UMR. Please note that UMR will not print amendments or booklets until a signature is received.**

Remember to keep a copy for your records.