HOFSTRA UNIVERSITY HEALTH & WELFARE PLAN

PLAN DOCUMENT

Effective January 1, 2012
Revised January 1, 2017

TABLE OF CONTENTS

ARTICLE I	- PURPOSE AND APPLICATION……..	3
ARTICLE II	- DEFINITIONS……...	4
ARTICLE III	- PARTICIPATION……..	6
ARTICLE IV	- PLAN BENEFITS……..	10
ARTICLE V	- ADMINISTRATION…….	11
ARTICLE VI	- CONDITIONAL BENEFITS AND SUBROGATION…….	13
ARTICLE VII	- MISCELLANEOUS ……..	15
ARTICLE VIII	- HIPAA PROVISIONS……...	17
EXHIBIT A	- …….....	22

ARTICLE I
PURPOSE AND APPLICATION

1.1 Purpose

The Plan shall be known as the Hofstra University Health and Welfare Plan (the "Plan"). The Plan provides health and welfare benefits to eligible Employees and their eligible dependents.

1.2 Covered Welfare Programs

The Plan shall include those Covered Welfare Programs listed in Exhibit A. Exhibit A may be revised from time to time by the Plan Administrator in its sole discretion, with or without notice, as Covered Welfare Programs are added or deleted or the providers of such benefits are changed, provided, however, that failure to revise Exhibit A shall not invalidate any change to Covered Welfare Programs duly adopted by the Plan Administrator.

1.3 Relationship to Other Documents

In the event of any conflict between the terms of this Plan Document and the terms set forth in the Covered Welfare Program Documents, the Covered Welfare Program Documents shall be controlling.

ARTICLE II
DEFINITIONS

Wherever used in the Plan Document, the following capitalized terms shall have the meanings set forth below.

2.1 Benefit

"Benefit" means any benefit provided to a Participant under a Covered Welfare Program.

2.2 Beneficiary

"Beneficiary" means a person receiving benefits under this Plan who is not a Participant. Beneficiaries are generally limited to the spouse, same sex domestic partner and dependents of a Participant.

2.3 Code

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable rulings and regulations thereunder.

2.4 Contribution

"Contribution" means the amount required to be paid by or on behalf of a Participant for such Participant to participate and be eligible for Benefits under a Covered Welfare Program.

2.5 Covered Welfare Program

"Covered Welfare Program" means the programs listed in Appendix A.

2.5 Covered Welfare Program Documents

"Covered Welfare Program Documents" means, with respect to a Covered Welfare Program, each insurance contract, summary plan description, Plan Document, summary of material modifications, Employee Handbook or material document setting forth the terms of the Covered Welfare Program, as in effect from time to time, or as restated or otherwise updated from time to time, as applicable.

2.7 Effective Date

"Effective Date" means January 1, 2012.

2.8 Eligible Employee

"Eligible Employee" means, with respect to this Plan, any Employee of the University who is eligible to participate in and receive benefits under one or more Covered Welfare Programs, and any individual deriving his or her eligibility solely through such an Employee.

2.9 Employee

"Employee" means any person employed by the University on a full-time basis, or an hourly-paid or a part time employee who is scheduled to work at least 20 hours per week, and excluding any person who is (i) classified by the University as a "leased employee" (as defined in Section 414(n) of the Code); (ii) a non-resident alien who receives no earned income from the University which constitutes U.S. source income (within the meaning of Code section 861(a)(3)); or (iii) an independent contractor or temporary employee of the University unless clearly designated as an Employee under one or more Covered Welfare Programs.

2.10 ERISA

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended. Reference to any section of ERISA includes any regulations or rulings issued thereunder.

2.11 Participant

"Participant" means any person who has enrolled in or is entitled to benefits under the Plan.

2.12 Plan

"Plan" means the Hofstra University Health and Welfare Plan, as set forth herein.

2.13 Plan Administrator

"Plan Administrator" means the person or committee designated in accordance with Article V to carry out the day-to-day operations of the Plan.

2.14 Plan Document

"Plan Document" means the written Plan set forth herein, without the inclusion of the Covered Welfare Program Documents.

2.15 Plan Sponsor

"Plan Sponsor" means the entity that sponsors the Covered Welfare Programs, Hofstra University, and any successor thereto.

2.16 **University**

"University" means Hofstra University and any successor thereto.

ARTICLE III
PARTICIPATION

3. 1 In General

Except as expressly provided herein, only Eligible Employees shall be eligible to elect to participate in the Covered Welfare Programs. Each Eligible Employee shall commence participation in a Covered Welfare Program at the time and in the manner set forth in the applicable Covered Welfare Program Documents.

3.2 Conditions to Participation

The Plan Administrator shall have the right to establish the terms and conditions applicable to participation in a Covered Welfare Program and shall have the right to establish different terms and conditions for participation in each Covered Welfare Program. The Plan Administrator may change from time to time the terms and conditions of participation for Covered Welfare Programs and may apply different terms and conditions of participation to separate groups or classes of Eligible Employees.

3.3 Cessation of Participation

A Participant will cease to be covered under a Covered Welfare Program at the time and in the manner set forth in the applicable Covered Welfare Program Documents and such participation shall cease at the time provided in the applicable Covered Welfare Program Documents.

3.4 **Healthcare Eligibility Rules – Administrators**

ACTIVE EMPLOYEES

Administrators must contribute 25% of the cost of the healthcare plan selected. Contributions are made on a pre-tax basis.

RETIREE BENEFITS
(Applicable to Administrators not yet retired)

Retirement healthcare benefits are currently available to full-time administrators employed by the University as a full-time administrator prior to September 1, 2003, and who have ten (10) years of full-time continuous service and who have reached age 60.

Effective January 1, 2015, retirement healthcare benefits for administrators who are eligible as defined above are available until the date that the retiree becomes eligible for Medicare. After the retiree's Medicare eligibility date, healthcare benefits will no longer be

provided through the University.

For administrators employed as of September 1, 2003, healthcare retirement benefits (as described above) are provided on the following terms:

- If employed for more than ten (10) years as of September 1, 2003, and you become eligible for retirement, upon your retirement you and your covered dependents will continue to be eligible to receive healthcare retirement benefits. You will be required to contribute 25% of the premium cost, or the same dollar amount you were contributing for healthcare prior to your retirement, whichever is greater.

- If employed for more than five (5) years but less than ten (10) years as of September 1, 2003, and you become eligible for retirement, upon your retirement you and your covered dependents will continue to be eligible to receive healthcare retirement benefits. You will be required to contribute 25% of the premium cost for your individual coverage and 50% for your covered dependents, or the same dollar amount you were contributing for healthcare prior to your retirement, whichever is greater.

- If employed for less than five (5) years as of September 1, 2003, and you become eligible for retirement, upon your retirement you will be eligible to receive individual healthcare retirement benefits, but your covered dependents will not receive benefits at the University's expense. You will be required to contribute 25% of the premium cost, or the same dollar amount you were contributing for healthcare prior to your retirement, whichever is greater.

Administrators hired after September 1, 2003 are not eligible for postretirement healthcare benefits.

Administrators who have already retired are subject to the eligibility and contribution rules then in effect.

3.5 **Healthcare Eligibility Rules – AAUP Faculty**

ACTIVE FACULTY

The provisions governing healthcare benefits for active faculty, including required contribution amounts, are set forth in Article 7, sections 7.1 – 7.6 and 7.9 (adjuncts) of the Collective Bargaining Agreement between Hofstra University and the Hofstra Chapter of the American Association of University Professors, expiring August 31, 2016.

Effective January 1, 2017 Hofstra University offers a Health Reimbursement Arrangement Plan for purposes of providing Eligible Employees with the opportunity to participate and be

reimbursed for Eligible Medical Expenses. The terms of the HRA plan are set forth in the SPD.

RETIREE BENEFITS
(Applicable to Faculty not yet retired)

The provisions governing healthcare benefits for certain AAUP faculty upon retirement, including required contribution amounts, are set forth in Article 7, sections 7.24 and 7.27 of the Collective Bargaining Agreement between Hofstra University and the Hofstra Chapter of the American Association of University Professors, expiring August 31, 2016.

AAUP faculty hired after September 1, 2006 are not eligible for healthcare coverage upon retirement.

3.6 Healthcare Eligibility Rules – Local 153 Employees

ACTIVE EMPLOYEES

The provisions governing healthcare benefits for active employees, including required contribution amounts, are set forth in Article XVI, sections 2, 3, 4, 5, 6 and 8 of the Collective Bargaining Agreement between Hofstra University and Office and Professional Employees International Union Local 153, AFL-CIO, expiring August 31, 2015.

RETIREE BENEFITS
(Applicable to Employees not yet retired)

The provisions governing healthcare benefits for certain Local 153 employees upon retirement, including required contribution amounts, are set forth in Article XVII, section 7 of the Collective Bargaining Agreement between Hofstra University and Office and Professional Employees International Union Local 153, AFL-CIO, expiring August 31, 2015.

Employees hired after September 1, 2005 are not eligible for healthcare coverage upon retirement.

3.7 Healthcare Eligibility Rules – Local 553 Employees

ACTIVE EMPLOYEES

The provisions governing healthcare benefits for active employees, including required contribution amounts, are set forth in Section 4.2(a)(b)(c) and (d) of the Collective Bargaining Agreement between Hofstra University and Local 553, International Brotherhood of Teamsters, expiring November 14, 2018.

RETIREE BENEFITS
(Applicable to Employees not yet retired)

The provisions governing healthcare benefits for certain Local 553 employees upon retirement, including required contribution amounts, are set forth in Section 4.2(e) of the Collective Bargaining Agreement between Hofstra University and Local 553, International Brotherhood of Teamsters, expiring November 14, 2018.
Employees hired after November 15, 2003 are not eligible for healthcare coverage upon retirement.

3.8 Healthcare Eligibility Rules – Local 282 Employees

ACTIVE EMPLOYEES

The provisions governing healthcare benefits for active employees, including required contribution amounts, are set forth in Article XXIII, Sections 2, 3, 4 and 5 of the Collective Bargaining Agreement between Hofstra University and Local 282, International Brotherhood of Teamsters, expiring July 31, 2018.

RETIREE BENEFITS
(Applicable to Employees not yet retired)

The provisions governing healthcare benefits for certain Local 282 employees upon retirement, including required contribution amounts, are set forth in Article XXIII, section 7 of the Collective Bargaining Agreement between Hofstra University and Local 282, International Brotherhood of Teamsters, expiring July 31, 2018.
Employees hired after September 1, 2003 are not eligible for healthcare coverage upon retirement.

3.9 Healthcare Eligibility Rules – Local 1102 Employees

Healthcare benefits are provided to Local 1102 employees through the Local 1102 Health and Benefit Fund. The University makes contributions to the Fund in accordance with Article XXVIII of the Collective Bargaining Agreement, between Hofstra University and Local 1102 RWDSU UFCW, expiring July 31, 2014.

ARTICLE IV

PLAN BENEFITS

4.1 Plan Benefits

The amount of Benefits provided to a Participant under a Covered Welfare Program shall be determined under the applicable Covered Welfare Program Documents.

4.2 Insuring and Funding Benefits

Funding for this Plan shall consist of an aggregation of the funding for all Covered Welfare Programs. The University shall have the right to insure any benefits under this Plan, to pay any benefits directly from its general assets, or to establish any fund or trust for the holding of contributions or payment of benefits under this Plan, either as mandated by law or as the University deems advisable. In addition, the University shall have the right to alter, modify or terminate any method or methods used to fund the payment of benefits under this Plan, including, but not limited to, any trust or insurance policy. In addition, the University shall have the right to alter, modify, or terminate any funding method or methods in existence as of the effective date of this Plan. The funding policy for each Covered Welfare Program shall be established under the Covered Welfare Programs referred to in Exhibit A.

4.3 Payment of Benefits

Benefits under a Covered Welfare Program shall be paid at the time and in the manner provided under the terms of the applicable Covered Welfare Program Documents or to the extent such Covered Welfare Program Documents have no applicable payment provisions, as specified by the Plan Administrator.

4.4 Additions and Terminations of Covered Welfare Programs

From time to time, as may be required, the Plan Administrator shall revise Exhibit A to reflect the adoption or termination of Covered Welfare Benefit Plans and to make such other changes as may be needed to maintain consistency between Exhibit A and the terms of the Covered Welfare Benefit Plans that are incorporated into this Plan.

4.5 Claims for Benefits

Procedures for the submission and review of claims relating to Benefits under the Covered Welfare Programs shall be those provided under the terms of the applicable Covered Welfare Program Documents, or to the extent such Covered Welfare Program Documents have no applicable provisions for the submission and review of claims, as specified by the Plan Administrator, and in accordance with the claims procedures established by the Department of Labor.

ARTICLE V
ADMINISTRATION

5. 1 Plan Administrator

The University shall be the plan administrator, within the meaning of section 3(16) of ERISA, of the Plan and may appoint one or more persons as a Plan Administrator to carry out its duties. The University may remove or change the Plan Administrator at any time. The Plan Administrator shall have control of the day-to-day administration of this Plan and shall serve without additional remuneration if an employee of the University, except for reimbursement of out-of-pocket expenses, and for so long as it is mutually agreeable to the Plan Administrator and to the University.

5. 2 Duties and Powers of the Plan Administrator

The Plan Administrator shall have the following duties, responsibilities and authority with respect to the administration of this Plan:

a. To construe and interpret this Plan including, without limitation, determining an Employee's eligibility to participate in and receive benefits under the Plan, correcting any defect, supplying any omission and reconciling any inconsistency;

b. To prescribe uniform procedures to be followed by Eligible Employees and Participants in making elections, filing claims, and any other administrative procedure necessary to properly administer the Plan;

c. To prepare and distribute information explaining the Plan to Eligible Employees and Participants;

d. To receive from the University, the Eligible Employees and Participants such information as may be necessary or desirable for the proper administration of the Plan;

e. To employ such persons, including, but not limited to, actuaries, accountants, claims administrators, and counsel, as he or she deems appropriate, to perform such duties as may from time to time be required either by administrative convenience or necessity or under ERISA or under the Code and to render advice upon request with regard to any matters arising under the Plan;

f. To prepare and file any reports or returns with respect to the Plan required under applicable law;

g. To take all other steps deemed necessary or appropriate to properly administer the Plan in accordance with their terms and the requirements of applicable law; and

h. To act in accordance with all applicable laws governing fiduciary standards.

To the extent that the administrative procedures or duties of the Plan Administrator conflict with the provisions of any insurance contracts providing Plan benefits, the insurance contracts shall govern. The Plan Administrator (in that capacity) shall have no power to terminate the Plan.

5.3 Designation of Plan Administrator as "Named Fiduciary"

The Plan Administrator is hereby designated as a "named fiduciary", within the meaning of section 402(a) of ERISA, with respect to the operation and administration of the Plan and is responsible, for administering the Plan in accordance with its terms.

5.4 Delegation

a. Duties and Responsibilities. The duties and responsibilities of the Plan Administrator may be delegated to one or more person selected by the Plan Administrator. References to the Plan Document or in any of the Covered Welfare Programs to the Plan Administrator shall be deemed to be references to any person or entity to which the Plan Administrator has delegated responsibility.

b. Multiple Capacities. The Plan Administrator or any other fiduciary designated by the Plan Administrator may serve in more than one fiduciary capacity with respect to the Covered Welfare Programs.

5.5 Selection of Providers

From time to time, the Plan Administrator may select, and may change, persons or entities that shall provide services to Participants under the Covered Welfare Programs. Such selection shall include, without limitation, insurance companies, health maintenance organizations and third-party administrators.

5.6 Expenses of the Plan Administrator

The Plan Administrator serves without compensation for services as such. All expenses of the Plan Administrator are paid by the University. Expenses payable by the University include any expenses incidental to the functions of the Plan Administrator, including, but not limited to, fees of legal counsel, accountants and other specialists.

ARTICLE VI
CONDITIONAL BENEFITS AND SUBROGATION

6.1 Conditional Benefit Payments

If a Participant or Beneficiary has medical expenses as a result of an injury or accident for which a third party is, or may be, held responsible, this Plan, if the Plan is self-insured for medical benefits, or the issuer of the applicable Covered Welfare Program Documents providing Covered Welfare Program benefits to the Participant or Beneficiary may make advance expense reimbursements to, or payments on behalf of, such Participant or Beneficiary, subject to the subrogation rights of this Plan or such issuer. However, before any such reimbursements or payments will be conditionally made, the Participant or Beneficiary (or the legal guardian or other legally authorized representative of such person) shall execute an agreement that (i) acknowledges and affirms the conditional nature of the reimbursements or payments and the rights of subrogation of this Plan or the issuer of the applicable Covered Welfare Program Documents, as the case may require; (ii) waives any defense to this Plan's or such issuer's rights of subrogation on the ground that such rights constitute legal rather than equitable rights or remedies; and (iii) acknowledges and affirms that this Plan or such issuer, as the case may require, shall have a right to specific performance with respect to their rights of subrogation under this Article 6 and the obligations of the Participant or Beneficiary (or of the legally authorized representative of such person) pursuant to this Article 6 and said agreement.

6.2 Subrogation

a. If a Participant or Beneficiary receives Covered Welfare Program benefits through this Plan or a Covered Welfare Program Document arising out of an injury or illness for which the Participant or Beneficiary, or his or her guardian or estate has, may have, or asserts any claim or right to recovery against a third party, then any payment for such benefits shall be made on the condition and with the understanding that this Plan or the issuer of such Covered Welfare Program Document, as the case may require, shall be reimbursed. Such reimbursement shall be made by the Participant or Beneficiary (or the guardian or estate of such person) to the extent of, but not exceeding, the total amount payable, whether as the result of a judgment, settlement, or voluntary payment, to or on behalf of the Participant or Beneficiary (or to the guardian or estate of such person) from (1) any policy or contract from any insurance company or carrier (including the insurer of the Participant or Beneficiary) and/or (2) any third party, plan, or fund, including a self-insured employer plan providing for benefits in the event of injury or illness. The Participant or Beneficiary on behalf of himself or herself (or the guardian or estate of such person) acknowledges and agrees that this Plan or the issuer of the applicable Covered Welfare Program Document, as the case may require, shall be reimbursed in full before any amounts (including attorney's fees incurred by the Participant or Beneficiary, or his or her guardian or estate) are deducted from the policy, proceeds, judgment, or settlement.

b. This Plan and issuers of Covered Welfare Program Documents with respect to this Plan shall be subrogated to all claims, demands, actions, and rights of recovery against any entity, including, but not limited to, third parties and insurance companies and carriers (including the insurer of the Participant or Beneficiary) to the fullest extent permitted by law. The amount of such subrogation shall equal the total amount paid by this Plan or the issuer of the applicable Covered Welfare Program Document with respect to the injury or illness for which the Participant or Beneficiary, or his or her guardian or estate, has, may have, or asserts a cause of action. In addition, this Plan or the issuer of the applicable Covered Welfare Program Document, as the case may require, shall be subrogated for attorney's fees incurred in enforcing their subrogation rights under this section.

c. The Participant or Beneficiary (or his or her guardian or estate) specifically agrees to do nothing to prejudice the rights of this Plan or the issuer of the applicable Covered Welfare Program Document, as the case may require, to reimbursement or subrogation. In addition, the Participant or Beneficiary (or his or her guardian or estate) agrees to cooperate fully with this Plan and the issuer of the applicable Covered Welfare Program Document in asserting and protecting the subrogation rights of this Plan or the issuer, as the case may require. The Participant or Beneficiary (or his or her guardian or estate) agrees to execute and deliver all instruments and papers (in their original form) and do whatever else is necessary to fully protect the subrogation rights of this Plan or the issuer of the applicable Covered Welfare Program Document.

d. The Participant or Beneficiary (or his guardian or estate) agrees to notify the Plan Administrator, in writing, of whatever benefits are paid under this Plan by the issuer of the applicable Covered Welfare Program Document that arise out of any injury or illness that provides or may provide the issuer subrogation rights under this section.

e. Failure to comply with the requirements of this section by the Participant or Beneficiary (or his or her guardian or estate) may, at the Plan Administrator's discretion, result in a forfeiture of benefits under this Plan.

ARTICLE VII
MISCELLANEOUS

7. 1 Applicable Law

All rights hereunder shall be governed by, and construed according to, the Code and ERISA and, to the extent not preempted by ERISA, the laws of the State of New York.

7. 2 Severability

If any provision of this Plan is held illegal or invalid for any reason, the remaining provisions are to remain in full force and effect and to be construed and enforced in accordance with the purposes of the Plan as if the illegal or invalid provision did not exist.

7. 3 Plan not a Contract of Employment

The adoption and maintenance of the Plan does not constitute a contract between the University and any Participant and is not a consideration for the employment of any person. Nothing herein contained gives any Participant the right to be retained in the employ of the University or derogates from the right of the University to discharge any Employee at any time without regard to the effect of such discharge upon the rights of such Employee under the Plan.

7. 4 No Rights under Plan Except As Set Forth Herein

Nothing in this Plan, express or implied, is intended, or shall be construed, to confer upon or give to any person, University, association, or corporation, other than the parties hereto and their successors in interest, any right, remedy, or claim under or by reason of this Plan or any covenant, condition, or stipulation hereof, and all covenants, conditions and stipulations in this Plan, by or on behalf of any party, are for the sole and exclusive benefit of the parties hereto.

7. 5 Nontransferability of Interests

Except as otherwise required by law, the interests of persons entitled to benefits under this Plan are not subject to their debts or other obligations and may not be voluntarily or involuntarily sold, transferred, alienated, assigned or encumbered.

7. 6 Facility of Payment

If at any time any person entitled to benefits under this Plan is, in the judgment of the Plan Administrator, legally, physically or mentally incapable of receiving any distribution due to him, the distribution may, if the Plan Administrator so directs, be made to the guardian or legal representative of the distributee, or, if none exists, to any other person or institution that, in the Plan Administrator's judgment, will apply the distribution in the best interests of the intended distributee.

7. 7 Amendment and Termination of the Plan

Hofstra University reserves the right, in its sole and absolute discretion, to amend, modify or terminate any of its benefit programs, in whole or in part, at any time and for any reason, with respect to active or retired participants who are or may become covered by the plans and their dependents. If the benefits program is modified or terminated, in whole or in part, the ability of employees and retirees to participate in the plans and/or to receive benefits from the plans, as well as the type and amount of benefits provided under the plans, may be modified or terminated.

All benefits provided under the benefit plans and the eligibility rules for active, former, retired or disabled participants and their dependents:

- Are not guaranteed;
- May be changed or discontinued by Hofstra University at any time, in its sole and absolute discretion; and
- Are subject to the rules and regulations adopted by Hofstra University.

Under no circumstances will any person obtain a vested or non-forfeitable right to receive, directly or indirectly, any welfare or health benefits provided by Hofstra University.

7.8 Plan Interpretation

Hofstra University (and/or its duly authorized designee(s)), has the exclusive right, power, and authority, in its sole and absolute discretion, to administer, apply and interpret the Plan, including this booklet, and any other Plan documents, and to decide all matters (including legal and factual issues) arising in connection with the operation or administration of the Plan. Without limiting the generality of the foregoing, Hofstra University and/or its duly authorized designee(s) shall have the sole and absolute discretionary authority to:

- Take all actions and make all decisions (both factual and legal) with respect to the eligibility for, and the amount of, benefits payable under the Plan;
- Formulate, interpret and apply rules, regulations and policies necessary to administer the Plan in accordance with the terms of the Plan;
- Decide questions, including legal or factual questions, relating to the calculation and payment of benefits under the Plan;
- Resolve and/or clarify any ambiguities, inconsistencies and omissions arising under the Plan, including this booklet or other Plan documents;
- Process and approve or deny benefit claims; and
- Determine the standard of proof required in any case.

All determinations and interpretations made by Hofstra University and/or their duly authorized designee(s) shall be final and binding upon all Participants, beneficiaries and any other individuals claiming benefits under the Plan.

All of the above is subject to the terms of any Collective Bargaining Agreement, to the extent applicable.

7.9 Singular and Plural

Unless clearly inappropriate, singular terms refer also to the plural number and *vice versa*.

ARTICLE VIII-
HIPAA PROVISIONS

8.1 Permissible Uses and Disclosures

The Plan and the Plan Sponsor, Hofstra University shall only use or disclose Protected Health Information ("PHI") of Participants to the extent it is permitted under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

As permitted under "HIPAA", the Plan and the Plan Sponsor shall only use or disclose Participant PHI for the following purposes:

- For Treatment, Payment of Benefits or Health Care Operations;
- Disclosure to a Participant who requests access to his/her own information
- Disclosures pursuant to a valid authorization by the Participant or a Representative of the Participant;
- Disclosures to the Department of Health and Human Services; and
- Disclosures that are required by law.

The Plan and its insurers and HMOs are permitted to disclose PHI to the University because the University has agreed to the limitations on the uses and disclosures of PHI discussed in this addendum.

Health care operations shall have the same meaning as the term "health care operations" in 45 CFR 164.501 and shall include the following:

- Conducting quality assessment and improvement activities, including outcomes evaluation and development of clinical guidelines, provided that the obtaining of generalizable knowledge is not the primary purpose of any studies resulting from such activities; population-based activities relating to improving health or reducing health care costs, protocol development, case management and care coordination, contacting of health care providers and patients with information about treatment alternatives; and related functions that do not include treatment;

- Reviewing the competence or qualifications of health care professionals, evaluating practitioner and provider performance, conducting training programs in which students, trainees or practitioners in areas of health care learn under supervision to practice or

improve their skills as health care providers, training of non-health care professionals, accreditation, certification, licensing or credentialing activities;

- Underwriting, premium rating and other activities relating to the creation, renewal or replacement of a contract of health insurance or health benefits, and ceding, securing or placing a contract for reinsurance of risk relating to claims for health care (including stop-loss insurance and excess of loss insurance), provided that the requirements of 45 CFR 164.514(g) are met, if applicable;

- Conducting or arranging for medical review, legal services and auditing functions, including fraud and abuse detection and compliance programs;

- Business planning and development, such as conducting cost-management and planning-related analyses related to managing and operating the entity, including formulary development and administration, development or improvement of methods of payment or coverage policies; and

- Business management and general administrative activities of the entity, including, but not limited to:
    - Management activities relating to implementation of and compliance with the requirements of this subchapter;
    - Customer service, including the provision of data analyses for policy holders, plan sponsors or other customers, provided that protected health information is not disclosed to such policy holder, plan sponsor or customer;
    - Resolution of internal grievances;
    - Due diligence in connection with the sale or transfer of assets to a potential successor in interest, if the potential successor in interest is a covered entity or, following completion of the sale or transfer, will become a covered entity; and
    - Consistent with the applicable requirements of 45 CFR 165.514, creating de-identified health information, fundraising for the benefit of the covered entity and marketing for which an individual authorization is not required as described in 45 CFR 164.514(e)(2).

Payment shall have the same meaning as the term “payment” in 45 CFR 164.501 and shall include the following:

Activities undertaken by a health plan to obtain premiums or to determine or fulfill its responsibility for coverage and provision of benefits under the health plan; or by a covered health care provider or health plan to obtain or provide reimbursement for the provision of health care.

- The activities relate to the individual to whom health care is provided and include, but are not limited to:

- Determinations of eligibility or coverage (including coordination of benefits or the determination of cost sharing amounts) and adjudication or subrogation of health benefit claims;
- Risk adjusting amounts due based on enrollee health status and demographic characteristic;
- Billing, claims management, collection activities, obtaining payment under a contract for reinsurance (including stop-loss insurance and excess of loss insurance) and related health care data processing;
- Review of health care services with respect to medical necessity, coverage under a health plan, appropriateness of care or justification of charges;
- Utilization review activities, including pre-certification and preauthorization of services and concurrent and retrospective review of services; and
- Disclosure to consumer reporting agencies of any of the following protected health information relating to collection of premiums or reimbursement:
    - Name and address;
    - Date of birth;
    - Social Security number;
    - Payment history;
    - Account number; and
    - Name and address of the health care provider and/or health plan.

Protected Health Information shall have the same meaning as the term "protected health information" in 45 CFR 164.501 and shall include the following:

Information that is created or received by the Plan and relates to the past, present, or future physical or mental health or condition of a participant, the provision of health care to a participant, or the past, present, or future payment for the provision of health care to a participant, and that identifies the participant or for which there is a reasonable basis to believe the information can be used to identify the participant. Protected health information includes information of persons living or deceased.

Treatment shall have the same meaning as the term "treatment" in 45 CFR 164.501 and shall include the following:

The provision, coordination or management of health care and related services by one or more health care providers (including a provider coordinating or managing health care with a third party), consultations between health care providers relating to a patient or the referral of a patient for health care from one health care provider to another.

8.2 Adequate Separation Between the Hofstra University Wrap Plan and the Plan Sponsor

Only those Hofstra University employees who perform plan administrative functions for the Plan shall have access to or be able to use PHI. Only the following classes of employees may be given or afforded such access or use:

Director of Human Resources, Senior Associate Director of Human Resources, Senior Human Resources Administrator-Benefits, Human Resources Administrator-Benefits, and Human Resources Coordinator-Benefits
The access or use of PHI by these employees is restricted to plan functions that these employees perform for the Plan.

8.3 Certification by Plan Sponsor

The Plan will disclose PHI to Hofstra University only upon receipt of a certification by Hofstra University that the Plan documents have been amended to provide and the Plan Sponsor agrees to abide by the following provisions:

- not use or further disclose PHI other than as permitted or required by the plan document or as required by law;
- ensure that any agents, including a subcontractor, to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to Hofstra University with respect to such information;
- not use or disclose PHI for employment-related actions and decisions unless authorized by an individual;
- not use or disclose PHI in connection with any other benefit or employee benefit plan of the Plan Sponsor unless authorized by an individual;
- report to the Plan any PHI use or disclosure that is inconsistent with the uses or disclosures provided for of which it becomes aware;
- make PHI available to an individual in accordance with HIPAA's access requirements;
- make PHI available for amendment and incorporate any amendments to PHI in accordance with HIPAA;
- make available the information required to provide an accounting of disclosures;
- make internal practices, books and records relating to the use and disclosure of PHI received from Plan available to the HHS Secretary for the purposes of determining the Plan's compliance with HIPAA; and
- Return or destroy, if feasible, all PHI received from the Plan that the Plan Sponsor still maintains in any form, and retain no copies of such PHI when no longer needed for the purpose for which disclosure was made (or if return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction infeasible).

8.4 Non-compliance Issues

If the persons described in Section 8.2 do not comply with these provisions, the Plan Sponsor will take measures to insure future compliance, including disciplinary sanctions such as suspension, reassignment, or discharge.

8.5 Security

Hofstra University will ensure that the provisions of Section 8.2 are supported by reasonable and appropriate security measures to the extent that the designees have access to electronic PHI.

Hofstra University further agrees that if it creates, receives, maintains, or transmits any electronic PHI (other than enrollment/disenrollment information and Summary Health Information, which are not subject to these restrictions) on behalf of the covered entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information, and it will ensure that any agents (including subcontractors) to whom it provides such electronic PHI agrees to implement reasonable and appropriate security measures to protect the information. Hofstra University will report to the Plan any security incident of which it becomes aware.

IN WITNESS WHEREOF, Hofstra University has caused this document to be executed by its duly authorized officer on this 20th day of December, 2016.

HOFSTRA UNIVERSITY

BY: _____

Catherine Hennessy

Vice President for Financial Affairs and Treasurer

EXHIBIT A
COVERED WELFARE PROGRAMS

1. Hofstra University Medical Plan
   a. Empire Direct POS Plan for Hofstra University Local 550 & Local 282 : Group 720508-S3

   b. Empire EPO Plan for Hofstra University- Administrators, Faculty, Law Faculty, Legal Writers, Local 153, Local 282, Local 550: Medical School Group 720508-E2

   c. Empire's Direct POS Plan for Hofstra University- Administrators, Faculty, Law Faculty, Legal Writers, Local 153: Medical School Group 720508-S2

   d. Vytra/HIP Health POS Plan: Contract Number 4020388004

   e. Vytra/HIP Health HMO Plan: Contract Number 402038800

   f. Reliastar Life Insurance Company of New York (Stop Loss): Contract Number 62797-6

2. Hofstra University Prescription Drug Plan- Express Scripts

3. Hofstra University Flexible Spending Plan

4. Hofstra University Health Reimbursement Arrangement Plan

5. Hofstra University Vision and Dental Plan
   a. Hofstra University Delta Dental: Group Number 05747 (Family Plan)

   b. Hofstra University Delta Dental : Group Number 05747 (Individual Plan- Faculty and Administrators)

   c. Hofstra University Delta Dental : Group Number 05747 (Individual Plan- Local 153, 282, &803)

   d. EyeMed Vision Care : Contract Number 9690298

6. Hofstra University Long Term Disability Plan
   a. The Standard Life Insurance Company of New York: Contract Number 430503
   Effective January 1, 2013 The Standard Life Insurance Contract is replaced by MetLife: Contract Number 151046
   Effective January 1, 2016 the MetLife contract is replaced by Cigna Contract Number NYK960286

7. Hofstra University Group Life Insurance
    a. Reliastar Life Insurance Company of New York : Contract Number 627976