



SUMMARY PLAN DESCRIPTION

**HOFSTRA UNIVERSITY
(INDIVIDUAL PLAN – LOCAL 153, 282 & 803)**

DELTA DENTAL GROUP NUMBER 05747

Sublocations: 0005, 0006, 0008, 0369, 0436, 0445, 0454, 0463 & 0712

Dental Benefits Administered by:

Delta Dental of New York

he benefit explanations contained herein are subject to all provisions of the Group Dental Contract, and do not modify such contract in any way, nor shall a participant or beneficiary (“Subscriber”) accrue any rights because of any statement in or omission from this booklet. If there is any inconsistency between the Group Dental Service Contract (“Contract”), this booklet shall be interpreted in such a way so that the Contract provisions govern.

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1. NAME OF PLAN:

Hofstra University

2. NAME AND ADDRESS OF EMPLOYER, TRUST OR PLAN SPONSOR:

Hofstra University
205 Hofstra University
Hempstead, NY 11549-2050

3. TAX IDENTIFICATION NUMBER AND PLAN NUMBER:

11-1630906

4. TYPE OF WELFARE PLAN:

Group Dental.

5. TYPE OF ADMINISTRATION:

Insurer providing claims administration

6. NAME, BUSINESS ADDRESS AND TELEPHONE NUMBER OF ADMINISTRATORS:

The Plan Administrator is:

Hofstra University
205 Hofstra University
Hempstead, NY 11549-2050
Tel. 516-463-4376

The Claims Administrator is:

Delta Dental of New York (“Delta Dental”)
One Delta Drive
Mechanicsburg, PA 17055
Tel. 800-932-0783
Web: www.deltadentalins.com

7. NAME AND ADDRESS OF PERSON DESIGNATED FOR SERVICE OF PROCESS:

Hofstra University
205 Human Resources Center
Hempstead, NY 11549
516-463-4376

Service of process may also be made upon the Plan Administrator.

8. ELIGIBILITY TO PARTICIPATE IN THE PLAN:

While you are an eligible employee, dental coverage is available to you until you terminate employment, subject to continuation of coverage under COBRA explained in Section 13.

This plan does not allow family membership, this plan only allows the employee to be a participant. Hofstra does offer family membership for dental, but not under this plan.

You may change from Individual coverage to Family coverage by applying during a subsequent open enrollment period, as applicable. The change becomes effective on the first day of the year following the open enrollment period.

9. BENEFITS:

The Plan provides benefits for dental procedures which are summarized below in this Section and described in the brochure furnished to Subscribers at no cost by the Plan Administrator. The Contract, containing detailed schedules of benefits, is available without cost to Subscribers who request a copy from the Plan Administrator. Notification is given of changes which may occur in the coverage from time to time. Replacements for lost or misplaced copies of the brochure or changes in coverage will be furnished by the Plan Administrator.

Diagnostic – Procedures to assist dentists to evaluate existing conditions and dental care required – to include visits, exams, diagnoses and x-rays. Bacteriological studies are a covered benefit.

Preventive – Prophylaxis (cleaning).

Basic Restorative – Amalgam (“silver”) and composite (“white” non-molar) fillings.

Major Restorative – Crowns, inlays, and onlays are benefited where above materials are not adequate.

Oral Surgery – Extraction and oral surgery procedures, including pre- and post-operative care.

Endodontics – Procedures for pulpal therapy and root canal filling.

Periodontics – Surgical and non-surgical procedures for treatment of gums and supporting structures of teeth.

Prosthodontics – Procedures for construction of fixed bridges, partial or complete dentures. Temporary dentures are a covered benefit.

Denture Repair and Relining – Repair and relining of existing dentures.

Implants – Appliances placed into bone serving as prosthodontic abutments.

Additional General Anesthesia – Benefit of a general anesthetic for any covered procedure.

Injectable Antibiotics – Antibiotic drugs that are administered by injection.

Bridge Recementation and Repair – Recementation and repair of existing bridgework.

Crown/Inlay/Onlay Recementation and Repair – Recementation and repair of existing crown, inlay or onlay.

Enhanced Benefits for Pregnancy - Includes additional oral exam, and your choice of either an additional cleaning or an additional periodontal scaling/root planing.

Copayment Schedule

	Paid by Delta Dental	Paid by Subscriber
Diagnostic	100%	0%
Preventive	100%	0%
Basic Restorative	85%	15%
Major Restorative	50%	50%
Oral Surgery	85%	15%
Endodontics	85%	15%
Periodontics	85%	15%
Prosthodontics	50%	50%
Denture Repair and Relining	85%	15%
Implants	50%	50%
Additional General Anesthesia	85%	15%
Injectable Antibiotics	85%	15%
Bridge Recementation and Repair	85%	15%
Crown/Inlay/Onlay Recementation and Repair	85%	15%

The payment percentages listed above are subject to exclusions and limitations, described below in this Section, and more specifically in the Contract. The Copayment Schedule is used in determining Payment for Services explained below in this Section.

Note: Maximum benefit is \$2,000 per person per calendar year. All services are subject to a calendar year deductible of \$50 per person with the exception of Diagnostic and Preventive services which are exempt from the deductible.

Procedures and Services Not Covered

- Prescription drugs, premedications, relative analgesia.
- Charges for hospitalization, including hospital visits.
- Plaque control programs, including oral hygiene and dietary instruction.
- Procedures, appliances or restorations primarily for cosmetic purposes.
- Increasing vertical dimension.
- Replacing tooth structure lost by attrition.
- Periodontal splinting.
- Gnathological recordings.
- Equilibration.
- Treatment of dysfunctions of the temporomandibular joint.
- Sealants.
- Fluoride treatments.
- Space maintainers.
- Orthodontic services, including tooth guide appliances.
- Experimental procedures.

Benefit Limitations

- Routine prophylaxis and exams are a benefit twice in any calendar year. An additional exam is allowed if pregnant.
- Enhanced benefits for pregnancy include an additional oral exam, and your choice of either an additional cleaning or an additional periodontal scaling/root planning.
- Periodontal prophylaxes are a benefit four times in any calendar year. The number of periodontal prophylaxes shall be reduced by the number of routine prophylaxes received during that calendar year, so that the total number of prophylaxes, routine or periodontal, received during that calendar year shall not exceed four.
- Bitewing x-rays are a benefit twice in any calendar year.
- Full mouth x-rays are a benefit once in any three (3) year period.
- General anesthesia and IV sedation are benefited with all covered services.
- Root canals are benefited once per calendar year.
- Replacement of restorative crowns, inlays and onlays is a benefit once only in any five (5) year period irrespective of who provided previous restoration or paid benefits therefore.
- Replacement of prosthodontic devices is a benefit once only in any five (5) year period irrespective of who provided previous devices or paid benefits therefore.
- Episodes of surgical periodontal treatment must be separated by a period of no less than five (5) years to qualify the patient for additional periodontal benefits.
- Substandard work until corrected.

Important: The covered procedures, copayments, exclusions and limitations previously described and in the brochure are subject to all provisions of the Contract.

Participating Dentists Networks

Participating Dentists are licensed dentists who have entered into an agreement with Delta Dental to abide by Delta Dental's policies regarding services, your portion of the charged fees, and other matters pertinent to Delta Dental's obligations to Subscribers. For your program, Delta Dental has two networks: Participating Dentists who are Delta Dental PPOSM Dentists, the smaller of the two networks, and Participating Dentists who are *not* Delta Dental PPO Dentists (Delta Dental Premier[®] Dentists only.)

Names of Participating Dentists can be obtained, upon request, by calling Delta Dental or from the Delta Dental Internet website at www.deltadentalins.com.

Payment for Services

Payment for services is determined in accordance with the specific terms of your dental plan or with the terms of Delta Dental's agreements with Delta Dental network dentists.

Payment for services performed for you by Participating Dentists who are Delta Dental PPO ("PPO") Dentists is calculated by Delta Dental on the basis of a reduced Maximum Plan Allowance ("reduced MPA") or the fee charged, whichever is less ("PPO Allowed Amount"). Participating Dentists who are Delta Dental PPO Dentists have agreed to accept the PPO Allowed Amount as full payment for services covered by the Contract.

Payment for services performed for you by Participating Dentists who are *not* Delta Dental PPO Dentists (Delta Dental Premier Dentists only) is calculated by Delta Dental on the basis of a Maximum Plan Allowance ("MPA") or the fee charged, whichever is less ("Delta Dental Premier Allowed Amount"). Participating Dentists who are Delta Dental Premier Dentists only have agreed to accept the Delta Dental Premier Allowed Amount as full payment for services covered by the Contract.

Delta Dental calculates its share of the PPO Allowed Amount or Delta Dental Premier Allowed Amount using the previously described Copayment Schedule ("Delta Dental Payment") and sends it to the Participating Dentist. Delta Dental advises you of any charges not payable by Delta Dental for which you are responsible ("Patient Payment"). If your Dentist is a Delta Dental PPO Dentist, the Patient Payment is generally the difference between the Delta Dental Payment and the PPO Allowed Amount – i.e., copayments, deductibles, charges where maximums have been exceeded – and charges for services not covered by the Contract. If your Dentist is a Delta Dental Premier Dentist only, the Patient Payment is generally the difference between the Delta Dental Payment and the Delta Dental Premier Allowed Amount – i.e., copayments, deductibles, charges where maximums have been exceeded – and charges for services not covered by the Contract.

Payment for services performed for you by a Non-Participating Dentist is calculated by Delta Dental using a maximum fee level that may be higher than Delta Dental's Maximum Plan Allowance. Delta Dental pays its Delta Dental Payment to you. You are responsible for payment of the Non-Participating Dentist's total fee, which may include amounts in addition to the Delta Dental Payment amount and services not covered by the Contract.

Predetermination of Benefits

Neither preauthorization nor utilization review are conditions for obtaining benefits under the plan. There are no special conditions or limitations applicable to obtaining emergency care.

If total charges for a treatment plan for you exceed an amount which Delta Dental establishes (\$300), predetermination is recommended for approval of the charges for payment. The attending dentist is requested to submit the claim form in advance of performing services. Delta Dental will act promptly in returning a predetermination voucher to the attending dentist and the Subscriber to be treated with verification of eligibility, scope of benefits and definition of sixty (60) day period for completion of services.

The notification shall also state the amount which will be paid by you and Delta Dental provided the Subscriber to be treated is eligible on the date when each respective procedure is commenced, the procedures are completed within a sixty (60) day period following the date of the predetermination notice, the claim is submitted not more than twelve (12) months after the date of service and the benefits continue to be within applicable benefit maximums and frequency of procedure limitations. Subject to the continuing eligibility of the Subscriber to be treated, applicable benefit maximums not being exhausted and the continuing inapplicability of frequency of procedure limitations, Delta Dental will grant extensions of a benefit predetermination period upon request from the attending dentist or Subscriber to be treated.

Non-Duplication of Coordination of Benefits

If separate dental benefits are available to you under other programs, there are specific conditions applicable to determination of payment. The ratio of each carrier's liability to total cost incurred is reviewed. Payment is made according to the "birthday" rule adopted by most insurance carriers, but in no case does Delta Dental pay in excess of its total contractual obligation, if it were the only carrier involved. If the other carrier determines its benefits first, Delta Dental will pay any difference between the amount paid by the other carrier and the amount of Delta Dental's benefit for a given procedure.

10. DISQUALIFICATION, LOSS OF ELIGIBILITY AND TERMINATION:

If you stop working for Hofstra University from the first through the fifth of the month, dental coverage ceases on the day you stop working for Hofstra University or immediately when this program ends.

If you stop working for Hofstra University from the sixth through the end of the month, dental coverage ceases on the last day of the month you stop working for Hofstra University or immediately when this program ends.

On termination of coverage under the Plan, you may be eligible for Continuation Coverage, as described in Section 13, at your or their own expense.

The Employer or Plan Sponsor, named in Section 2, reserves the right to terminate the Plan, in whole or in part, at any time (subject to applicable collective bargaining agreements). Termination of the Plan will result in loss of benefits for you.

11. CONTINUATION COVERAGE UNDER COBRA:

Introduction

This section contains important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. **This section generally explains COBRA continuation coverage, when it may become available to you, and what you need to do to protect the right to receive it.**

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you when you would otherwise lose your group health coverage. For additional information about your rights and obligations under the Plan and under federal law, you should contact the Plan Administrator.

What is 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.” Specific qualifying events are listed later in this section. After a qualifying event, COBRA continuation coverage must be offered to each person who is a “qualified beneficiary.” You could become a qualified beneficiary if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you are an employee, you will become a qualified beneficiary if you lose coverage under the Plan because either one of the following events happens:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

When is COBRA Coverage Available?

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, or the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), the employer must notify the Plan Administrator of the qualifying event.

How is COBRA Coverage Provided?

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), COBRA continuation coverage lasts for up to a total of 36 months.

Disability extension of 18-month period of continuation coverage

If you are determined by the Social Security Administration to be disabled and you notify the Plan Administrator in a timely fashion, you may be entitled to receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage. You must provide this notice in writing along with a copy of the Social Security Administration Determination within sixty (60) days from the date of the Determination to:

Hofstra University
205 Hofstra University
Hempstead, NY 11549-2050
Tel. 516-463-4376

Notice:

You must notify the Plan Administrator of disability within sixty (60) days after the later of 1) the date of the event 2) the date of the loss of coverage, 3) the date of the determination from the Social Security Administration of disability or 4) the date on which you are informed through this summary plan description or a general notice of the responsibility to provide notice and the Plan's procedures for providing notice, whichever is later, in order for you to receive extended disability continuation coverage.

You must notify the Plan Administrator or Third Party Administrator of COBRA in writing Within the COBRA timeframe.

If you are on extended continuation coverage for disability and receive a final determination from the Social Security Administration that there is no longer a disability under Titles II or XVI of the Social Security Act, the person on extended continuation coverage must notify the Plan Administrator within thirty (30) days of the final determination.

You must notify the Plan Administrator or Third Party Administrator of COBRA in writing Within the COBRA timeframe.

The employer will notify the Plan Administrator within thirty (30) days of the death, termination, reduction of hours or Medicare eligibility of an employee. Within fourteen (14) days (or longer time period under Section 2590.606-4 if applicable) of receiving notice from you or your employer, the Plan Administrator must notify qualified persons of their rights to continuation coverage by mail to their last known address.

Election:

Eligible persons will have sixty (60) days from 1) the date when eligibility under the Plan ceases or 2) receipt of notice of rights to continuation coverage, from the Plan Administrator, whichever is later, to elect continuation coverage at their own expense.

The eligible person will be mailed a COBRA election package from Hofstra University's third party Administrator of COBRA. More specific details of the third party administrator will be handed to or mailed to the eligible participant. All elections pertaining to COBRA will be sent and correspondence through the third party Administrator.

In considering whether to elect continuation coverage, you should take into account that a failure to continue your group health coverage will affect your future rights under federal law. First, you can lose the right to avoid having pre-existing condition exclusions applied to you by other group health plans if you have more than a 63-day gap in health coverage, and election of continuation coverage may help you not have such a gap. Second, you will lose the guaranteed right to purchase individual health insurance policies that do not impose such pre-existing condition exclusions if you do not get continuation coverage for the maximum time available to you. Finally, you should take into account that you have special enrollment rights under federal law. You have the right to request special enrollment in another group health plan for which you are otherwise eligible (such as a plan sponsored by your spouse's or domestic partner's employer) within 30 days after your group health coverage ends because of the qualifying event listed above. You will also have the same special enrollment right at the end of continuation coverage if you get continuation coverage for the maximum time available to you.

Cost:

Persons electing continuation coverage shall be charged by the employer an amount not to exceed the premium for similarly situated persons. The employer may also charge an administrative fee of up to two percent (2%) of the premium. Payment may be made in monthly or quarterly installments calculated in advance for twelve (12) month periods. If a person is on extended continuation coverage for disability, the employer is entitled to charge for coverage after eighteen (18) months an

amount not to exceed one hundred and fifty percent (150%) of the premium for similarly situated persons. If persons are required to pay for the period of continuation coverage between when coverage ceases under the Plan and the date of election of continuation coverage, such premiums shall be paid within forty-five (45) days of the election.

Termination:

Continuation coverage may be terminated before the eighteen (18), twenty-nine (29), or thirty-six (36) month period if:

- a. persons electing continuation coverage
 - 1) join another dental plan, which does not have limitations and exclusions for pre-existing conditions as an employee, spouse or domestic partner or dependent child.

or

- 2) are entitled to Medicare benefits which include dental.
- b. on the month that begins more than thirty (30) days after the date of final determination by the Social Security Administration that a person on extended continuation coverage is no longer disabled under Titles II or XVI of the Social Security Act.
- c. premiums are not paid by or for persons electing coverage.
- d. employer discontinues all health plans available to the employee.

Continuation coverage may also be terminated for any reason the Plan would terminate coverage of a participant or beneficiary not receiving continuation coverage (such as fraud).

If You Have Questions

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit the EBSA website at www.dol.gov/ebsa. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.)

Keep Your Plan Informed of Address Changes

In order to protect your rights, you should keep the Plan Administrator informed of any changes in your address. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

Plan Contact Information

Hofstra University
205 Hofstra University
Hempstead, NY 11549-2050
Tel. 516-463-4376

12. FUNDING MECHANISM:

Unfunded plan maintained by employer and employee contribution.

Employer (or other Sponsor), named in Section 2, pays 80% of premium for basic dental coverage for you. Employee pays 20% of premium for basic dental coverage for you.

13. HEALTH PLAN ISSUER INVOLVEMENT:

Delta Dental is the health plan issuer involved with the Plan. Its address is stated in Section 6.

The benefits under the Plan are not guaranteed by Delta Dental under the Contract.

As Claims Administrator, Delta Dental pays or denies claims and reviews requests for review of claims as described in Section 18. The Delta Dental Affairs Committee hears appeals as described in Section 18.

14. END OF PLAN YEAR:

The end of the plan year for purposes of maintaining the Plan's fiscal records is December 31.

15. HOW TO FILE A CLAIM:

Obtain a claim form from the Human Resources office or on the Hofstra Portal. Present it to a dentist when making a first visit. If predetermination is necessary, the attending dentist will submit the claim for planned treatment in advance directly to Delta Dental. Otherwise, he/she will perform the service and then submit the claim. If the predetermination process is favorably completed, the form will be returned to the dentist for execution by you and him/her. On completion of the covered predetermined course of treatment, the dentist will resubmit the claim. In both situations, Delta Dental will pay the attending dentist if he/she is a Delta Dental Participating Dentist, or will pay you if he/she is not, that amount of the payments for which it is obligated under the group contract. Delta Dental will notify you in writing of the amount of benefits which are paid on your behalf and the amount which you must pay.

16. HOW TO HAVE A CLAIM DENIAL REVIEWED:

The Claims Denial Review Procedure is furnished automatically without charge, as a separate document which accompanies this Summary Plan Description.

17. STATEMENT OF ERISA RIGHTS:

Hofstra University

As a participant in Hofstra University's Group Dental Program, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Continue Group Health Plan Coverage

Continue health care coverage for yourself if there is a loss of coverage under the Plan as a result of a qualifying event. You may have to pay for such coverage. Review this Summary Plan Description and the documents governing the Plan on the rules governing your COBRA continuation coverage rights.

Reduction or elimination of exclusionary periods of coverage for pre-existing conditions

Your Plan does not have exclusionary periods for pre-existing conditions and, because it is limited to dental coverage, your Plan is exempted from the certification of creditable coverage provisions of the Health Insurance Portability and Accountability Act ("HIPAA"), and Section 733 of ERISA.

Prudent Actions by Plan Fiduciaries

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, your union, 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.

Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within thirty (30) days, you may file suit in 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. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that 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 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, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, 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 and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.