SUMMARY OF MATERIALS MODIFICATION (SMM)
TO THE
SYRACUSE CITY SCHOOL DISTRICT DENTAL GROUP BENEFIT PLAN

The Syracuse City School District (the "Employer") maintains the Syracuse City School District Dental Group Benefit Plan (the "Plan") for the benefit of its eligible employees and expressly reserves the right to amend the Plan at any time. The Employer desires to amend the Plan to clarify the intent and continued intent of certain provisions under the Plan; including timely enrollment, annual enrollment period, special enrollment events, coordination of benefits and certain sections related to the claims and appeals provisions. As such, the Plan are amended to make those clarifications, effective July 1, 2019, to read as follows:

1. The definition of ***"Late Enrollee"*** in the ***"Definitions"*** section of the Plan is deleted in its entirety. Additionally, all reference to ***"Late Enrollee"*** are removed from the Plan.

2. The ***"Timely Enrollment"*** subsection under the ***"Eligibility"*** section is deleted in its entirety and replaced with the following:

ELIGIBILITY

Timely Enrollment

Once you are eligible to participate in the Plan, you must enroll in coverage under the Plan within 30 days after you satisfy the eligibility requirements. Any required election or enrollment form must be submitted to your Human Resources Department no later than the 30-day period described above. The initial election/enrollment form includes a payroll deduction authorization that permits your Employer to deduct the required contributions (if any)from your pay.

If you decline enrollment for you and/or your Dependents because you have other dental coverage, you must provide a written notice to your Human Resources Department indicating the reason you are declining coverage. If you lose such other coverage it may constitute a special enrollment or a change in status event that gives you and/or your Dependents the right to enroll in the Plan mid-year. If you failed to submit such written statement, you will not be eligible to enroll mid-year and will be required to wait until the next annual enrollment period.

3. The ***"Late Enrollment"*** subsection under the ***"Eligibility"*** section is deleted in its entirety and replaced with an ***"Annual Enrollment Period"*** subsection as follows:

ELIGIBILITY

Annual Enrollment Period

This Plan has an annual enrollment period. The annual enrollment period is the period of time prior to the start of the Plan Year where an eligible Employee and/or eligible Dependent can elect coverage under the Plan or can change coverage under the Plan. The annual enrollment period under

the Plan will be communicated to you each year by your Human Resources Department.

If you fail to complete and submit the required election and enrollment forms within the annual enrollment period, you will not be eligible to enroll in the Plan until the next annual enrollment period, unless you experience an earlier special enrollment or a change in status event (as described below).

4. The ***"Special Enrollment Event"*** subsection under the ***"Eligibility"*** section is deleted in its entirety and replaced with the following:

ELIGIBILITY

Special Enrollment Event

You may make a mid-year change in your election as a result of any of the following special enrollment events:

(1) **Loss of Other Coverage.** You previously declined coverage for yourself and/or your eligible Dependents because you and/or your Dependents had other health coverage and you submitted a written statement to your Human Resources Department when you were initially eligible declining enrollment under the Plan because of such other health coverage, but that other health coverage was lost as a result of one of the following events:

(a) Legal separation, divorce, death, loss of Dependent status, termination of employment, reduction in hours, or any other reason required by HIPAA;

(b) The other health coverage was COBRA and the maximum continuation period available under COBRA has been exhausted; or

(c) Employer contributions for the other health coverage ended.

If you and/or your Dependent lost the other health coverage for reasons of non-payment of the required contribution or premium, making a fraudulent claim or an intentional misrepresentation of material fact, then you and/or your Dependents will not be eligible to take advantage of this special enrollment right and enroll in the Plan mid-year.

If you are the one that loses the other health coverage, you may enroll yourself and any eligible Dependents in the Plan. If your eligible Dependent loses the other health coverage, and you are already enrolled in the Plan, you may enroll your Dependent in that same benefit option you are already enrolled in or you may enroll in a different benefit option available under the Plan due to the special enrollment event of your Dependent.

You must request enrollment in the Plan by submitting any required enrollment and election forms to your Human Resources Department no

later than 30-days after the date your other health coverage was lost. Coverage under the Plan will begin as of the date coverage was lost. Failure to enroll in the Plan will result in no coverage under the Plan. You may elect to enroll in the Plan again during the Plan's next annual enrollment period, or in the event you experience another special enrollment or change in status event.

(2) **Acquisition of a New Dependent.** You declined to enroll, failed to enroll or enrolled in Employee-only coverage under the Plan when you were initially eligible or during the Plan's annual enrollment period and you acquire a new Dependent mid-year as a result of marriage, birth, adoption or placement for adoption.

You must request enrollment in the Plan by submitting any required enrollment and election forms to your Human Resources Department no later than 30-days after the date of the event. Coverage under the Plan will begin as follows:

(a) For a newborn Child (other than a proposed adopted newborn Child), coverage will begin as of the date of birth, provided you request enrollment within the 30-day period described above.

(b) For a proposed adopted newborn Child, coverage will begin as of the date of birth, provided you request enrollment within the 30-day period described above; and

i. You take physical custody of the newborn as soon as he/she is released from the Hospital after birth; and
ii. File a petition for adoption within 30 days after the Child's birth.

Coverage under the Plan will not be provided for the proposed adopted newborn Child if a notice of revocation of the adoption has been filed or one of the natural parents revokes consent to the adoption. If the Plan provides coverage of a proposed adopted newborn Child, and notice of the revocation of the adoption is filed or one of the natural parents revokes their consent, the Plan will be entitled to recover any sums paid by it for care of the proposed adopted newborn Child.

(c) For an adopted Child (or Child placed with you in anticipation of adoption), coverage will begin as of the date of adoption (or placement for adoption), provided you request enrollment within the 30-day period described above.

(d) For a newly acquired Dependent as a result of marriage, coverage will begin as of the date of marriage, provided you request enrollment within the 30-day period described above.

Failure to enroll in the Plan within the 30-day period described above will result in no coverage under the Plan, other than the first 30-days after birth for a newborn Child or a proposed adopted newborn Child.

You may elect to enroll in the Plan again during the Plan's next annual enrollment period, or in the event you experience another special enrollment or change in status event.

(3) **Eligibility Changes in Medicaid and State Child Health Insurance Programs (SCHIP).** You declined or failed to enroll in coverage under the Plan when you were initially eligible because:

(a) you were covered under Medicaid or a SCHIP at the time you were initially eligible, but now your coverage under Medicaid or a SCHIP has terminated due to loss of eligibility for such coverage; or

(b) You became eligible for a state premium assistance subsidy under Medicaid or SCHIP to assist with payment of any required Employee contribution under the Plan.

Coverage under the Plan will begin as of the date you request enrollment in the Plan, provided such request is made within 60-days after coverage under Medicaid or SCHIP terminates or you become eligible for a state premium assistance subsidy. Additional information regarding premium assistance under Medicaid or SCHIP is attached to this SPD as Exhibit A.

Failure to enroll in the Plan within the 60-day period described above will result in no coverage under the Plan. You may elect to enroll in the Plan again during the Plan's next annual enrollment period, or in the event you experience another special enrollment or change in status event.

5. The ***"Change in Status Event"*** subsection under the ***"Eligibility"*** section is deleted in its entirety and replaced with the following:

ELIGIBILITY

Change in Status Event

Your election under the Plan will remain in effect for the entire Plan Year, unless you experience a special enrollment event (described above) or a change in status event, as defined under Section 125 of the Internal Revenue Code (including any applicable regulations). Any new election made under the Plan due to a change in status event must be consistent with such event. Change in status events include:

(1) A change in your marital status, including marriage, divorce, legal separation, annulment or death of a Spouse;

(2) A Dependent loses or gains eligibility under the Plan, such as attainment of a specified age; birth, adoption or placement for adoption of a Dependent; death of a Dependent; or a change in the Plan's Dependent eligibility requirements;

(3) Change in employment status that causes you, your Spouse or Dependent

Child to either gain or lose eligibility under the Plan, including commencement or termination of employment; commencement or return from a leave of absence; or any other employment status change that affects the eligibility status of an individual to participate in the Plan, including a change from part-time to full-time status or vice versa, a change from salaried to hourly or vice versa, or a strike or lockout;

(4) Gain or loss of eligibility under the Plan or another employer-sponsored welfare benefit plan;

(5) Significant increase or decrease in the cost of coverage under the Plan, including a new benefit option being added, a benefit option being eliminated or significantly curtailed and a coverage change made under a plan offered by the employer;

(6) Change in your residence or the residence of your Dependent that is outside the Plan's Service Area;

(7) Change in election under another employer-sponsored welfare benefit Plan during an open enrollment period under another employer-sponsored welfare benefit Plan that differs from the annual enrollment period under this Plan;

(8) You or your Dependent become covered or lose coverage under Medicare or Medicaid.

Depending on the change in status event, you may be permitted to revoke your existing election or make a new election under the Plan, provided it is consistent with the event and satisfies the regulations under Internal Revenue Code Section 125. For additional information regarding whether or not something constitutes a change in status event, please contact your Human Resources Department.

Coverage under the Plan will begin as of the date of the change in status event, provided you request enrollment and submit any required election and enrollment forms no later than 30 days after the event.

Failure to enroll in the Plan within the 30-day period described above will result in no coverage under the Plan. You may elect to enroll in the Plan again during the Plan's next annual enrollment period, or in the event you experience another special enrollment or change in status event.

6. The ***"(3)- Payment of the Benefit When This Plan Is Secondary"*** subsection under the ***"Coordination of Benefits"*** section is deleted in its entirety and replaced with the following:

COORDINATION OF BENEFITS

(3) **Payment of the Benefit When This Plan Is Secondary.** When this Plan is secondary, the benefits of this Plan will be reduced so that the total benefits payable under the other plan and this Plan do not exceed the Allowed Amount for an item of service. However, the Plan will not pay

more than it would have paid if it were primary.

The Plan counts as actually paid by the primary plan any items of expense that would have been paid if you had made the proper and timely claim. The Employer and/or the Claims Administrator will request information from that plan so the Claims Administrator can process your claims. If the primary plan does not respond within 30 days, the Claims Administrator may assume that the primary plan's benefits are the same as the Plan's. If the primary plan sends the information after 30 days, the Plan will adjust its payment, if necessary.

Although it is not a requirement of this section, when you have coverage under more than one health plan, you can help to maximize the benefits available to you by following the rules and protocols of both the primary and secondary plans.

7. The ***"Manner of Notification of Final Internal Adverse Benefit Determination"*** subsection under the ***"Claim and Appeal Procedures"*** section is deleted in its entirety and replaced with the following:

CLAIM AND APPEAL PROCEDURES

Manner of Notification of Final Internal Adverse Benefit Determination

The Claims Administrator shall provide a participant with written notification of a Plan's benefit determination on review. In the case of an adverse benefit determination, the notification shall set forth, in a manner calculated to be understood by the participant:

(1) The specific reason or reasons for the adverse benefit determination;

(2) Reference to the specific Plan provisions on which the adverse benefit determination is based;

(3) A statement that the participant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the participant's claim for benefits;

(4) A statement describing any voluntary appeal procedures offered by the Plan and the participant's right to obtain information about such procedures;

(5) A statement of the participant's right to bring an action for judicial review; and

(6) The following information:

(a) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse benefit determination, either (1) the specific rule, guideline, protocol, or other similar criterion; or (2) a statement that such rule, guideline, protocol, or other similar

criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol, or other similar criterion will be provided free of charge to the participant upon request; and

(b) If the adverse benefit determination is based on a Medical Necessity or experimental treatment or similar exclusion or limit, either (1) an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the participant's medical circumstances, or (2) a statement that such explanation will be provided free of charge upon request.

This SMM supplements the July 1, 2019 Syracuse City School District Dental Group Benefits Plan booklet ("Booklet"). If you have questions about these Plan changes, this SMM, or your Booklet, please contact the Plan Administrator.