Small Business Service Bureau, Inc.®

Your Tufts Health Plan Benefits and Rates are changing on April 1, 2017!

January 2017

Dear SBSB Member,

The April 1, 2017 group health insurance annual renewal and open enrollment period for members of the Small Business Service Bureau, Inc. (SBSB) enrolled in Tufts Health Plan is rapidly approaching. We are taking this opportunity to provide you with important information about your upcoming group health insurance renewal. Please take time to carefully review this information about your benefits.

April 2017 Renewal Notice highlights Plan Changes
The brochure included with this mailing contains ***important information*** about benefit changes effective April 1, 2017.

Tufts Health Plan Update
The Tufts Health Plan Benefit Update included with this mailing contains information about Plan Updates, Wellness, Federal and State Regulations, and various other details regarding Tufts Health Plan.

Please read both these documents carefully and share this information with your employees.

Your Group Agreement – Important Information
Your Tufts Health Plan Employer Group Agreement, an agreement between your employer group and Tufts Health Plan, reflects the essential terms and conditions under which Tufts Health Plan provides services to you and your employees. Your next premium payment to SBSB will be deemed acceptance of this Agreement between your group and Tufts Health Plan.

Provider Directories
Members have access to more than 25,000 providers in the Tufts Health Plan network for standard network plans. To find a provider, go to www.tuftshealthplan.com, 24 hours a day, 7 days a week. You can also search for other types of participating providers such as hospitals, mental health, vision, fitness centers, and more. Hard copy provider directories are also available upon request. To request a copy of a provider directory, please contact SBSB.

Summary of Benefits and Coverage (SBC)
SBSB members can view Tufts Health Plan 2017 SBCs (which will be available late in February) by logging into their account at www.sbsbhealth.com. (Instructions for new member access are available on the homepage.) Once logged in, click on the *Document Library* link. Click on the 2017 SBC link, and then on your health insurance carrier name to find your existing plan.

~over~

We're Here For You
If you have questions regarding your Tufts Health Plan renewal, please call an SBSB Member Service Representative Toll Free at 800-472-7199 or your SBSB credentialed broker. Our knowledgeable staff can assist in reviewing plan choices and answer any questions you may have regarding your coverage and open enrollment.

Thank you for relying on SBSB for your health plan needs. We look forward to serving you in the year ahead.

Sincerely,

Lisa M. Carroll

Lisa M. Carroll, President
Small Business Service Bureau, Inc.

Enclosures

TUFTS Health Plan

tuftshealthplan.com

April 2017 Intermediary Plan Changes

APRIL 2017 INTERMEDIARY PLAN CHANGES

Effective for new plans and plans renewing on April 1, 2017, Tufts Health Plan is making a number of benefit changes to our Massachusetts small group plans. These changes are highlighted below and in the 2016/2017 plan comparison chart provided in this brochure. We are making these changes to help lower premiums for employers and members. Please share this brochure with your employees.

Overview of Plan Changes:

New Out-of-Pocket Maximums (OOPM)

Please note that we have made changes to many of the out-of-pocket maximums associated with our plans. The comparison chart in this notice outlines the changes for 2017.

Prescription Drug

We are introducing a new Generic Low Cost Copay program for all of our plans in 2017, except for Connector Premier plans. A subset of generic drugs will now switch to a new lower copay of $5. Other generic drugs not on this list will continue to require the higher Tier 1 copay. The 2017 formulary is now displayed on our public site with indicators if medications fall under this Low Cost Generic program.

Drugs covered under our Medical benefit (certain injectable, infused or inhaled medications) will now require a $50 copay after the deductible has been met for deductible plans. Currently, for deductible plans, this benefit tracks to the deductible but does not have a copay. For copay plans, the Medical drug will require a $50 copay instead of being covered in full.

Oral chemotherapy drugs have been covered-in-full in the past, but will require a $50 copay per fill upon renewal. Please note that this class of drugs is sometimes used to treat conditions other than cancer; this change applies to all uses.

Beyond these drug program changes, we have also made changes to copays for some of our plans. We have also removed the Generic Preferred Program and Mandatory Mail Order requirement for maintenance medications that had previously been a part of some plans. Please see the chart for full details. We encourage you to recommend that your employees review the full Massachusetts small group drug formulary on our website to familiarize themselves with all tier and other pharmacy changes. This information is available in the Pharmacy section at www.tuftshealthplan.com.

Copayments

We have adjusted copays for PCP and Specialist visits for some of our plans, and introduced new copays for services that traditionally just featured a deductible. Many plans will require a copay after deductible for certain services like inpatient or outpatient care and High-Tech Imaging procedures (MRI, CatScan, PetScan and Nuclear Imaging). We are applying additional cost share for Ambulance/ER Transportation on most plans. This service will require a $100 copay on the HMO Basic Platinum plan, a $50 copay after deductible on most deductible plans, and coinsurance after deductible on the Advantage HMO 1500 Low Option and Advantage HMO 2000 (80%) plans. Please reference the chart to see if your plan is affected by these copay changes.

Durable Medical Equipment (DME)

Insulin pumps will now be tracked under our DME benefit. DME is subject to the plan deductible and then 30% coinsurance on deductible plans. If the plan does not have a deductible, DME is subject to 30% coinsurance. Currently, insulin pumps track to the plan's deductible.

Diagnostic Tests and Laboratory Tests

Currently, Diagnostic tests (Low-Tech Imaging procedures like an X-ray) and Laboratory tests are tracked together as one benefit with the same cost share. In 2017, these services may have different cost shares under the same plan. For most plans, the Laboratory tests will now require members to pay less out of pocket than the Diagnostic tests.

Coverage of Habilitative Services for PT, OT and ST

Effective upon renewal on or after January 1, 2017, Tufts Health Plan will cover Habilitative Services for physical, occupational and speech therapies with separate limits from rehabilitative services. Habilitative Services are services that help members keep, learn, or improve skills and functioning for daily living. An example could be therapy for a child who isn't walking or talking at the expected age. Benefit and frequency limitations may apply pursuant to the member's plan benefit.

Other Plan Changes

Our pediatric-vision benefit has previously covered eyeglasses once every twenty-four months, and this will be changing to once every twelve months. There was also previously a twelve visit limit on chiropractic care, and this visit limit has been removed.

Pediatric-Dental Carrier Change

Effective upon a strike date of January 1, 2017, our pediatric-dental coverage will now be administered by Delta Dental of Massachusetts. Altus was our previous administrator, and all benefits will remain the same. You will need to make sure your current dental provider is contracting with Delta Dental. You can search the dental provider network at http://www.deltadentalma.com/ppo-plus-premier-find-a-dentist/.

Additional State and Federal Mandates

Effective on a strike date of November 8, 2016, Tufts Health Plan will cover medical or drug treatments to correct or repair disturbances of body composition caused by HIV-associated lipodystrophy syndrome. Effective immediately, Tufts Health Plan will also cover long-term antibiotic therapy of Lyme disease when determined to be medically necessary.

To better understand the benefit changes that go into effect at your scheduled renewal date in 2017, please review the following comparison chart. You may also contact your Intermediary with further questions. This letter serves as your renewal notice as required by State and Federal law.

Important Information about Your Plan

Renewal Notice

In accordance with regulations set forth by Health and Human Services, we're notifying you through this newsletter that your health insurance policy will be renewed on your renewal effective date. We will issue our renewal proposals as rates become available. Your broker will forward this information to you once it is received it from our Client Services team. If you're not working with a broker, we'll provide this information directly to you.

Beginning with renewals and new business on April 1, 2017, we have made a number of benefit changes to our existing MA small group plans. You will want to refer to the plan changes in this brochure to learn more about your benefit updates.

Your health insurance policy will be renewed on your renewal effective date.

At the end of your current policy year, we will automatically enroll you in the same policy group number, but please review the Summary of Benefits and Coverage for your upcoming plan year to check for any changes as we may have made some modifications to the coverage you had last year. You can also review the plan changes in this notification to understand updates made to your plan. If you wish to choose a different policy, you may choose to enroll in one of our other policies or any other coverage offered in the state for which you are eligible.

What do I need to do?

There is nothing you are required to do. At the end of your current policy year, we will automatically enroll you in the same policy. Please refer to the plan changes to understand your benefit updates.

What if I want to choose a different policy?

If you wish to choose a different policy, please let your Intermediary know which plan you would like to select. To ensure that your enrollees do not have a break in coverage, you must enroll in a new policy on or before the effective date of your renewal.

You have options and rights for getting quality, affordable health insurance.

Small businesses may shop in the Small Business Health Options Program (SHOP) Marketplace through the Massachusetts Commonwealth Connector in Massachusetts. Coverage sold through these Marketplaces meets certain standards. However, review your options as soon as possible as you may be required to buy your coverage within a limited time period.

The Marketplace allows you to choose a private plan that fits your budget and health care needs. You may also qualify for tax credits to help you afford health insurance coverage through the Marketplace. No one who is qualified to purchase coverage through the Marketplace can be turned away or charged more because of a pre-existing condition.

How can I learn more?

If you have questions, please contact your Intermediary. To learn more about the Health Insurance Marketplaces and protections under the Affordable Care Act, visit mahealthconnector.org.

Plan Name	Coins	Deductible (IND/FAM)	OOPM (IND/FAM) Combined Med/ RX/PediDental	PCP	Specialist	PT/OT/ST
Copay Plans						
HMO Basic Platinum II - 2016	0%	$0/$0	$3,000/$6,000	$30	$30	$30
HMO Basic Platinum - 2017 **(CLOSED for New Business)**	0%	$0/$0	$4,000/$8,000	$30	$30	$30
Deductible Plans						
Advantage HMO 500 Gold II - 2016	0%	$500/$1,000	$6,850/$13,700	$25	$50	$50
Advantage HMO 500 Gold - 2017 **(CLOSED for New Business)**	0%	$500/$1,000	$7,000/$14,000	$25	$55	$25
Advantage HMO 1000 Gold II - 2016	0%	$1,000/$2,000	$6,500/$13,000	$25	$55	$55
Advantage HMO 1000 Gold - 2017 **(CLOSED for New Business)**	0%	$1,000/$2,000	$6,800/$13,600	$25	$55	$25
Advantage HMO 1500 Gold - 2016	0%	$1,500/$3,000	$6,500/$13,000	$25	$50	$50
Advantage HMO 1500 Gold - 2017 **(CLOSED for New Business)**	0%	$1,500/$3,000	$6,500/$13,000	$25	$50	$25
Premier Gold 1000 - 2016 **(CLOSED)**	0%	$1,000/$2,000	$5,000/$10,000	$30	$45	$45
Advantage HMO 2000 Gold - 2017	0%	$2,000/$4,000	$5,000/$10,000	$25	$55	$25
Advantage HMO 2000 Gold II - 2016	0%	$2,000/$4,000	$4,000/$8,000	$25	$40	$40
Advantage HMO 2000 Gold - 2017	0%	$2,000/$4,000	$5,000/$10,000	$25	$55	$25

*LCG = Low Cost Generics; some of the 2017 plans feature this benefit.

**Tier 4 on this plan has a coinsurance maximum of $250 per fill.

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Labs	Low-Tech Imaging & Diagnostic	High-Tech Imaging	Outpatient Procedure	Inpatient Hospital	ER	Ambulance Transport	RX
CIF	CIF	$150	$500	$500	$175	CIF	$20/40/60/100
CIF	$30	$100	$500	$500	$200	$100	LCG: $5* $20/40/60/125
Ded	Ded	$250	Ded	Ded	$250	Ded	$25/60/90/120
Ded	Ded then $75	$250	Ded then $250	Ded then $300	$250	Ded then $50	LCG: $5* $25/65/90/150
Ded	Ded	$300	Ded	Ded	$300	Ded	$25/60/80/125
Ded	Ded then $50	Ded then $150	Ded then $150	Ded then $250	$250	Ded then $50	LCG: $5* $25/60/80/150
Ded	Ded	Ded	Ded	Ded	$250	Ded	$20/55/70/100
Ded	Ded then $50	Ded then $150	Ded then $150	Ded then $250	$250	Ded then $50	LCG: $5* $25/60/80/150
Ded	Ded	Ded then $200	Ded then $250	Ded then $500	Ded then $150	Ded	$20/30/50
Ded	Ded	Ded then $75	Ded then $150	Ded then $250	$250	Ded then $50	LCG: $5* $25/55/80/150
Ded	Ded	Ded	Ded	Ded	$250	Ded	$25/50/75/125
Ded	Ded	Ded then $75	Ded then $150	Ded then $250	$250	Ded then $50	LCG: $5* $25/55/80/150

All 2017 plans meet Minimum Credible Coverage (MCC) standards.

These charts provide benefit highlights for general comparison purposes only. There are also services that the plans do not cover.

Please see a Summary of Benefits and Coverage for more information, or refer to your Member Benefit Document for complete information.

Plan Name	Coins	Deductible (IND/FAM)	OOPM (IND/FAM) Combined Med/ RX/PediDental	PCP	Specialist	PT/OT/ST
Low Option / Coinsurance Plans						
Premier Gold 400 with Coinsurance - 2016 (CLOSED)	30%	$400/$800 RX Ded: $100/$200	$3,000/$6,000	$20	$35	$35
Advantage HMO 2000 Gold - 2017	0%	$2,000/$4,000	$5,000/$10,000	$25	$55	$25
Advantage HMO 1500 Low Option Silver II - 2016	10%	$1,500/$3,000 RX Ded: $250/$500	$6,600/$13,200	$35	$50	$50
Advantage HMO 1500 Low Option Silver - 2017	10%	$1,500/$3,000 RX Ded: $250/$500	$6,000/$12,000	$35	$60	$60
Advantage HMO 2000 Low Option Silver II - 2016 (CLOSED)	0%	$2,000/$4,000	$6,600/$13,200	$50	$75	$75
Advantage Basic HMO 2000 Silver - 2017 (NEW)	0%	$2,000/$4,000	$6,000/$12,000	$50	$100	$50
Advantage HMO 2000 (80%) Silver - 2016	20%	$2,000/$4,000	$6,850/$13,700	$40	$60	$60
Advantage HMO 2000 (80%) Silver - 2017 (CLOSED for New Business)	20%	$2,000/$4,000	$7,000/$14,000	$35	$65	$35
Select Plans						
Select Advantage HMO 1000 Gold - 2016	0%	$1,000/$2,000	$6,500/$13,000	$25	$50	$50
Select Advantage HMO 1000 Gold - 2017	0%	$1,000/$2,000	$6,800/$13,600	$25	$55	$25
Select Advantage HMO 2000 Silver II - 2016	0%	$2,000/$4,000	$6,850/$13,700	$40	$65	$65
Select Advantage HMO 2000 Silver - 2017	0%	$2,000/$4,000	$5,000/$10,000	$25	$55	$25

*LCG = Low Cost Generics; some of the 2017 plans feature this benefit.

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Labs	Low-Tech Imaging & Diagnostic	High-Tech Imaging	Outpatient Procedure	Inpatient Hospital	ER	Ambulance Transport	RX
Ded then 30%	Ded then 30%	Ded then 30%	Ded then 30%	Ded then 30%	Ded then 30%	Ded then 30%	RX Ded then $15/30%/30%
Ded	Ded	Ded then $75	Ded then $150	Ded then $250	$250	Ded then $50	LCG: $5* $25/55/80/150
Ded then 10%	Ded then 10%	$250	Ded then 10%	Ded then 10%	$250	Ded then 10%	RX Ded then $35/85/100/10%**
Ded then 10%	Ded then 10%	Ded then 10%	Ded then 10%	Ded then 10%	Ded then 10%	Ded then 10%	RX Ded then LCG: $5* $35/85/100/10%**
Ded	Ded	$250	Ded	Ded	$250	Ded	$35/85/100/10%**
Ded	Ded	Ded then $1,000	Ded then $1,000	Ded then $1,000	Ded then $1,000	Ded then $50	LCG: $5* $50/75/150/200
Ded then 20%	Ded then 20%	Ded then 20%	Ded then 20%	Ded then 20%	Ded then 20%	Ded then 20%	$25/75/100/10%**
Ded then 20%	Ded then 20%	Ded then 20%	Ded then 20%	Ded then 20%	Ded then 20%	Ded then 20%	LCG: $5* $30/85/100/20%***
Ded	Ded	Ded	Ded	Ded	$250	Ded	$25/75/100/10%**
Ded	Ded then $50	Ded then $150	Ded then $150	Ded then $250	$250	Ded then $50	LCG: $5* $25/60/80/150
Ded	Ded	$250	Ded	Ded	$250	Ded	$35/85/100/10%**
Ded	Ded	Ded then $75	Ded then $150	Ded then $250	$250	Ded then $50	LCG: $5* $25/55/80/150

All 2017 plans meet Minimum Credible Coverage (MCC) standards.

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Please see a Summary of Benefits and Coverage for more information, or refer to your Member Benefit Document for complete information.

Plan Name	Coins	Deductible (IND/FAM)	OOPM (IND/FAM) Combined Med/RX/ PediDental	PCP	Specialist	PT/OT/ST
Saver Plans						
Advantage HMO 2500 Saver Silver - 2016	0%	$2,500/$5,000	$6,550/$13,100	Ded	Ded	Ded
Advantage HMO Saver 2500 Silver - 2017	0%	$2,500/$5,000	$6,550/$13,100	Ded	Ded	Ded
Advantage HMO 3000 Saver Silver - 2016 (CLOSED)	0%	$3,000/$6,000	$6,550/$13,100	Ded	Ded	Ded
Premier Bronze Saver 3300 - 2017 (HMO)	35%	$3,300/$6,600	$6,550/$13,100	Ded then $40	Ded then $65	Ded then $65
Advantage PPO 3000 Saver Silver - 2016 (CLOSED)	In: 0% Out: 20%	In: $3,000/$6,000 Out: $6,000/$12,000	In: $6,550/$13,100 Out: $13,100/$26,200	Ded	Ded	Ded
Premier Bronze Saver 3300 - 2017 (HMO)	35%	$3,300/$6,600	$6,550/$13,100	Ded then $40	Ded then $65	Ded then $65
Advantage PPO 4500 (70%) Saver Bronze - 2016 (CLOSED)	In: 30% Out: 50%	In: $4,500/$9,000 Out: $9,000/$18,000	In: $6,550/$13,100 Out: $13,100/$26,200	Ded then 30%	Ded then 30%	Ded then 30%
Premier Bronze Saver 3300 - 2017 (HMO)	35%	$3,300/$6,600	$6,550/$13,100	Ded then $40	Ded then $65	Ded then $65
Premier Bronze Saver 3300 - 2016 (HMO)	30%	$3,300/$6,600	$6,550$/13,100	Ded then $40	Ded then $65	Ded then $65
Premier Bronze Saver 3300 - 2017 (HMO)	35%	$3,300/$6,600	$6,550/$13,100	Ded then $40	Ded then $65	Ded then $65
Steward Plans						
Steward Copay Plan Platinum - 2016 (CLOSED)	0%	$0/$0	$4,000/$8,000	$25	$40	$40
Steward 1000 Gold - 2017	0%	$1,000/$2,000	$6,800/$13,600	$25	$55	$25
Steward 1000 Gold - 2016	0%	$1,000/$2,000	$6,500/$13,000	$25	$55	$55
Steward 1000 Gold - 2017	0%	$1,000/$2,000	$6,800/$13,600	$25	$55	$25
New Plans						
Advantage Basic HMO 2000 Silver - 2017 (NEW)	0%	$2,000/$4,000	$6,000/$12,000	$50	$100	$50
Advantage HMO 3000 Silver - 2017 (NEW)	0%	$3,000/$6,000	$7,150/$14,300	$35	$65	$35

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Labs	Low-Tech Imaging & Diagnostic	High-Tech Imaging	Outpatient Procedure	Inpatient Hospital	ER	Ambulance Transport	RX
Ded	Ded	Ded	Ded	Ded	Ded	Ded	Ded then $20/75/100/125
Ded	Ded	Ded then $150	Ded then $250	Ded then $750	Ded then $300	Ded then $50	Ded then LCG: $5* $25/75/100/150
Ded	Ded	Ded	Ded	Ded	Ded	Ded	Ded then $25/75/100/125
Ded then 35%	Ded then 35%	Ded then $1,000	Ded then $1,000	Ded then $1,000	Ded then $750	Ded	Ded then $35/100/150
Ded	Ded	Ded	Ded	Ded	Ded	Ded	Ded then $25/75/100/125
Ded then 35%	Ded then 35%	Ded then $1,000	Ded then $1,000	Ded then $1,000	Ded then $750	Ded	Ded then $35/100/150
Ded then 30%	Ded then 30%	Ded then 30%	Ded then 30%	Ded then 30%	Ded then 30%	Ded then 30%	Ded then 30% (all 4 tiers)
Ded then 35%	Ded then 35%	Ded then $1,000	Ded then $1,000	Ded then $1,000	Ded then $750	Ded	Ded then $35/100/150
Ded then 30%	Ded then 30%	Ded then $750	Ded then $1,000	Ded then $1,000	Ded then $750	Ded then 30%	Ded then $25/75/100
Ded then 35%	Ded then 35%	Ded then $1,000	Ded then $1,000	Ded then $1,000	Ded then $750	Ded	Ded then $35/100/150
CIF	CIF	$100	$250	$250	$150	CIF	$15/30/50/10%**
Ded	Ded then $50	Ded then $150	Ded then $150	Ded then $250	$250	Ded then $50	LCG: $5* $25/60/80/150
Ded	Ded	$250	$250	Ded	$250	Ded	$20/60/80/10%**
Ded	Ded then $50	Ded then $150	Ded then $150	Ded then $250	$250	Ded then $50	LCG: $5* $25/60/80/150
Ded	Ded	Ded then $1,000	Ded then $1,000	Ded then $1,000	Ded then $1,000	Ded then $50	LCG: $5* $50/75/150/200
Ded	Ded then $50	Ded then $300	Ded then $350	Ded then $500	$300	Ded then $50	LCG: $5* $35/85/100/10%**

All 2017 plans meet Minimum Credible Coverage (MCC) standards.

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Please see a Summary of Benefits and Coverage for more information, or refer to your Member Benefit Document for complete information.

DISCRIMINATION IS AGAINST THE LAW

Tufts Health Plan complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Tufts Health Plan does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Tufts Health Plan:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
  — Written information in other formats (large print, audio, accessible electronic formats, other formats)

- Provides free language services to people whose primary language is not English, such as:
  — Qualified interpreters
  — Information written in other languages

If you need these services, contact Tufts Health Plan at 800.462.0224.

If you believe that Tufts Health Plan has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with:

Tufts Health Plan, Attention:

Civil Rights Coordinator Legal Dept.
705 Mount Auburn St. Watertown, MA 02472
Phone: 888.880.8699 ext. 48000, [TTY number — 800.439.2370 or 711]
Fax: 617.972.9048
Email: OCRCoordinator@tufts-health.com

You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, the Tufts Health Plan Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, or by mail or phone at:

U.S. Department of Health and Human Services

200 Independence Avenue, SW
Room 509F, HHH Building Washington, D.C. 20201
800.368.1019, 800.537.7697 (TDD)
Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html.

GETTING HELP IN OTHER LANGUAGES

For no cost translation in English, call the number on your ID card.

Arabic للحصول على خدمة الترجمة المجانية باللغة العربية، يرجى الاتصال على الرقم المدون على بطاقة الهوية الخاصة بك.

Chinese 若需免費的中文版本，請撥打 ID 卡上的電話號碼。

French Pour demander une traduction gratuite en français, composez le numéro indiqué sur votre carte d'identité.

German Um eine kostenlose deutsche Übersetzung zu erhalten, rufen Sie bitte die Telefonnummer auf Ihrer Ausweiskarte an.

Greek Για δωρεάν μετάφραση στα Ελληνικά, καλέστε τον αριθμό που αναγράφεται στην αναγνωριστική κάρτας σας.

Haitian Creole Pou jwenn tradiksyon gratis nan lang Kreyòl Ayisyen, rele nimewo ki sou kat ID ou.

Italian Per la traduzione in italiano senza costi aggiuntivi, è possibile chiamare il numero indicato sulla tessera identificativa.

Japanese 日本語の無料翻訳については ID カードに書いてある番号に電話してください。

Khmer (Cambodian) **សម្រាប់សេវាបកប្រែដោយឥតគិតថ្លៃជា ភាសាខ្មែរ សូមទូរស័ព្ទទៅកាន់លេខដែលមាននៅលើប័ណ្ណសម្គាល់សមាជិករបស់អ្នក។**

Korean 한국어로 무료 통역을 원하시면, ID 카드에 있는 번호로 연락하십시오.

Laotian ສໍາລັບການແປພາສາເປັນພາສາລາວທີ່ບໍ່ໄດ້ເສຍຄ່າໃຊ້ຈ່າຍ, ໃຫ້ໂທຫາເບີທີ່ຢູ່ເທິງບັດປະຈໍາຕົວຂອງທ່ານ.

Navajo Doo bą́ąh ilíní da Diné k'ehjí álnéehgo, hodiilnih béésh bee haní'é bee néé ho'dílzingo nantinígíí bikáá'.

Persian.برای ترجمه رایگا فارسی به شماره تلفن مندرج در کارت شناسائی تان زنگ بزنید

Polish Aby uzyskać bezpłatne tłumaczenie w języku polskim, należy zadzwonić na numer znajdujący się na Pana/i dowodzie tożsamości.

Portuguese Para tradução grátis para português, ligue para o número no seu cartão de identificação.

Russian Для получения услуг бесплатного перевода на русский язык позвоните по номеру, указанному на идентификационной карточке.

Spanish Por servicio de traducción gratuito en español, llame al número de su tarjeta de miembro.

Tagalog Para sa walang bayad na pagsasalin sa Tagalog, tawagan ang numero na nasa inyong ID card.

Vietnamese Để có bản dịch tiếng Việt không phải trả phí, gọi theo số trên thẻ căn cước của bạn.

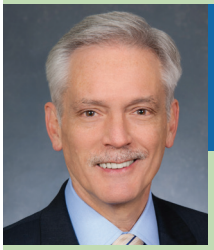
705 Mt Auburn Street - Watertown, MA 02472
tuftshealthplan.com - 800.462.0224

2017-INT-CHANGES-01/17

TUFTS Health Plan
Update
NEWS FOR THE MARKETPLACE

Small Business Service Bureau, Inc.

JANUARY ■ 2017



From the President & CEO, Tom Croswell

Dear Valued Client,

As I near the end of my first year as president and CEO of Tufts Health Plan, I'd like to offer a few thoughts on the importance of working together. Delivering high-quality health care that truly meets the needs of your employees requires a collaborative effort between our plan, our providers, and our clients.

Health care is always changing. However, through effective partnerships, we can adjust to these changes, take advantage of new opportunities and provide the services your employees need.

From experience, we know that strong alliances deliver quality results. With that in mind, I'm proud to report that, once again, Tufts Health Plan earned high marks from the National Committee for Quality and Assurance (NCQA). For 2016, we are the only plan in the country to receive a 5 out of 5 rating for both our HMO/POS and PPO Commercial plans.* Our high ratings were driven by strong member service and provider collaboration.

In this edition of Employer Update, you'll see many examples of collaboration at work. This issue includes articles on:

- **Our Business Diversity program, which focuses on enhancing the member experience for our diverse populations**
- **How our care management programs deliver more value for your health care dollar**
- **Plan updates, as well as new state and federal requirements**
- **How we work to improve the health and well-being of the communities we serve**

In the spirit of collaboration, we look forward to working closely with you in the year ahead. Thank you for your continued business and the opportunity to serve you.

Sincerely,

Tom Croswell

***NCQA's Private Health Insurance Plan Ratings 2016–2017**

Enhancing Member Experience for Diverse Communities

The demographics of our region are changing at a rapid pace. As a health plan, we must respond appropriately to fulfill our mission, which is to improve the health and wellness of the diverse communities we serve.

In Suffolk County, Mass., for example, more than half of the residents (52%) now identify themselves as ethnically diverse. Similarly, Worcester County, Mass., and Providence County, R.I., are both growing as "majority minority" communities. Across the region, businesses large and small are employing an increasingly diverse workforce. Research also demonstrates that health disparities exist within these communities.

In response, we have established a company-wide Business Diversity program to strengthen and enhance the member experience for our diverse populations. Key areas of focus include the following:

- Supporting diverse communities through corporate giving and volunteerism, such as the Road to Wellness 5K and the Tufts Health Plan 10K for Women
- Recruiting and developing a diverse workforce through mentoring programs and cultural-competence training
- Providing opportunities for certified diverse suppliers to help us deliver innovative solutions
- Establishing culturally oriented clinical programs to address health disparities, such as diabetes
- Collaborating with providers who have expertise in serving diverse patients, such as Fenway Health for LGBT health
- Improving the member experience with multilingual offerings

Here's a closer look at how our Business Diversity program is helping to improve the service we deliver:

- Over the past year, we've conducted training to advance our workforce's understanding of cultural competency. The training includes concepts in cross-cultural interaction as well as specialized topics, such as transgender health and mental health. In fact, more than 300 of our clinical and behavioral health care managers have been trained by the Fenway Health Center on transgender health.

Continued on next page

MEMBER EXPERIENCE

Diverse Communities — continued from page 1

- Over the past three years, we've invested more than $15 million in diverse suppliers, and the figure is growing. Our new online registration process helps engage diverse suppliers from a variety of fields, including consulting, professional services, IT, hardware and software, printing, promotional materials, temporary staffing, building services, and translation services. (Please visit **tuftshealthplan.com/supplierdiversity** for the registration form and information about our supplier inclusion program.)
- We were named "Corporate Partner of the Year" by El Mundo Boston, recognizing our impact on the Latino community in 2016.
- We received the 2016 "Excellence in Diversity Award" from the Providence Business News for our efforts to promote diversity, and, in particular, to support diverse communities in Rhode Island.

Tufts Health Plan's Juan Lopera, vice president of Business Diversity, right, accepting the award from Donna Rofino, PBN Marketing & Events Manager 11/2016

PLAN UPDATES

Specialty Pharmacy and Infusion Services Consolidated with CVS Specialty™

As part of our ongoing efforts to control prescription drug costs, we have consolidated our specialty pharmacy and specialty infusion services with CVS Specialty. The change became effective with prescription fill dates on or after November 18, 2016.

The change also provides administrative simplicity and program enhancements for our members, such as "Specialty Connect," which allows members to have specialty medications shipped to their home or to a local CVS retail pharmacy for pickup.

CVS Specialty replaces Accredo® Health Group for all commercial plans in Massachusetts and New Hampshire, including Tufts Health Freedom Plan. Members in Rhode Island are not affected by this change. They may use CVS Specialty Pharmacy mail order if they choose, but are not required to do so.

Members in Massachusetts and New Hampshire will need to fill their specialty pharmacy medications through CVS Specialty Pharmacy mail order exclusively. Please note that for infertility specialty medications, the change to CVS Specialty Pharmacy mail order will become effective on January 1, 2017. As of January 1, members will no longer be able to obtain infertility specialty medications through Village Pharmacy, Freedom Drug, or Walgreen's Specialty Pharmacy.

Retirees Have Questions about Health Care. We Have Answers.

We understand that retirement can be a time of uncertainty for many employees, raising important questions about health care coverage for the future. To that end, we would like to offer support to our customers and their agents/brokers. There are a number of ways we can help Human Resources departments and employees who are approaching retirement.

Medicare 101: An Informative Discussion

For example, we are available to present a Medicare informational session at your workplace. Our speaker will present information and answer any questions that your employees may have about Medicare.

Topics include:

- How Medicare Works
- When and How to Enroll
- Medicare Parts A, B, C & D

HR Support

A Tufts Health Plan representative is available to meet with your Human Resources staff to discuss other custom solutions for providing Medicare information to retirees. In addition, we have educational materials about Medicare that can help upcoming retirees with their health care decisions.

If you are interested in finding out more about these options, or have other retiree health care questions, please contact Steve Hamerski by email at **Steve_Hamerski@Tufts-Health.com**, or contact your broker/agent.

Prescription Drug Coverage Changes Effective January 1, 2017

We regularly review our prescription medication coverage to offer members a pharmacy benefit that is clinically appropriate and cost-effective. Based on this review and marketplace trends, we make occasional adjustments to balance cost and access to prescription medications.

The changes in prescription drug coverage listed below are effective on January 1, 2017, and apply to members of both Tufts Health Plan and Tufts Health Freedom Plan. Impacted members were notified of the changes by mail in early November 2016.

- The brand-name **Pyridium** and its generic version will no longer be covered. This medication is not FDA-approved and is available over the counter.
- **Antidepressants —** The following brand names will no longer be covered for members of large-group employers: Cymbalta, Lexapro, Remeron, Remeron Solutab, and Venlafaxine OSM 24-hour ER tablets. (These medications are already not covered for members of small-group employers.) The generic versions of these medications will remain covered for large and small groups.
  - — Fluoxetine tablets will have a new Prior Authorization (PA) program, and will move from Tier 1 to Tier 2. Fluoxetine capsules will remain covered at Tier 1.
- **Oral isotretinoin (used to treat severe acne) –** The following brand names will move to non-covered: Absorica, Amnesteem, Myorisan, and Zenatane. Claravis will remain covered at Tier 1.
- **Oral antidiabetics –** The generic metformin ER (brand names Fortamet and Glumetza) will have a new PA program and will move to Tier 3. The generic metformin ER (brand-name Glucophage XL) will remain covered at Tier 1.
- **Brand anticoagulants –** The brand-names Pradaxa and Savaysa are moving to non-covered. The brand-names Eliquis and Xarelto will remain covered at Tier 2.
- **Respiratory inhalers (anticholinergics) –** The brand-name Tudorza will move to non-covered. The brand-name Spiriva will remain covered at Tier 2. Current Quantity Limits (QLs) on these medications will remain.
- **Oral erectile dysfunction –** The following brand-names will move to non-covered: Cialis 2.5, 10 and 20 mg; Levitra; Staxyn; and Stendra. Viagra will move down to Tier 2; Cialis 5 mg will remain covered at Tier 3. Current QLs on all of these medications will remain.
- **Immunobiologics –** The following brand-names will become the preferred immunobiologics for inflammatory conditions covered under the pharmacy benefit: Enbrel, Humira, Simponi, and Stelara. The brand-names Remicade and Simponi Aria will become the preferred immunobiologics for inflammatory conditions covered under the medical benefit.
  - — Non-preferred immunobiologics will remain covered, but Step Therapy guidelines through at least two preferred products, when indicated, will be applied. Non-preferred agents include Actemra, Cimzia, Cosentyx, Entyvio, Kineret, Orencia, Otezla, Taltz, and Xeljanz/Xeljanz XR. There is no change in current coverage for these agents — this is only a change in the Prior Authorization (PA) criteria. The new PA criteria will only apply to members who are starting on one of these medications for the first time.

Prescription Drug Coverage

In 2017, Tufts Health Plan is introducing a new generic low-cost copay program as a buy-up for all of our large-group plans. The program will also be standard with all our small-group plans except for Premier.

Under this program, a subset of generic drugs will switch to a new lower copay of $5. Generic drugs not on this list will continue to require the higher Tier 1 copay. The 2017 formulary was displayed on our public website as of November 1, 2016, with indicators if a drug falls under this low-cost generic program.

Drugs covered under our Medical benefit, including certain injectable, infused or inhaled medications, will require a $50 copay after the deductible has been met for deductible plans. For copay plans, the Medical drug will require a $50 copay instead of being covered in full.

Oral chemotherapy drugs will require a $50 copay per fill upon renewal. Please note that this class of drugs is sometimes used to treat conditions other than cancer. This change applies to all uses.

Tufts Health Plan has also made changes to prescription drug copays for some of our plans. We have removed the Generic Preferred Program and Mandatory Mail Order requirement for maintenance medications that had previously been a part of some plans. Employers are encouraged to recommend that their employees review the full Massachusetts large-group drug formulary to familiarize themselves with all tier and other pharmacy changes. This information is available in the "Pharmacy" section at **tuftshealthplan.com.**

MARKET EXPANSION

Expanding Our Provider Network in Rhode Island

Tufts Health Plan's network of providers continues to expand in Rhode Island, allowing us to provide a wider range of services to our members at in-network level benefits. From 2015 to 2016, Tufts Health Plan increased its provider network by more than 15% in the state, jumping from 4,644 providers to 5,371. At the same time, our network of behavioral health providers grew by nearly 25%. In addition, Tufts Health Plan now contracts with every hospital in Rhode Island.

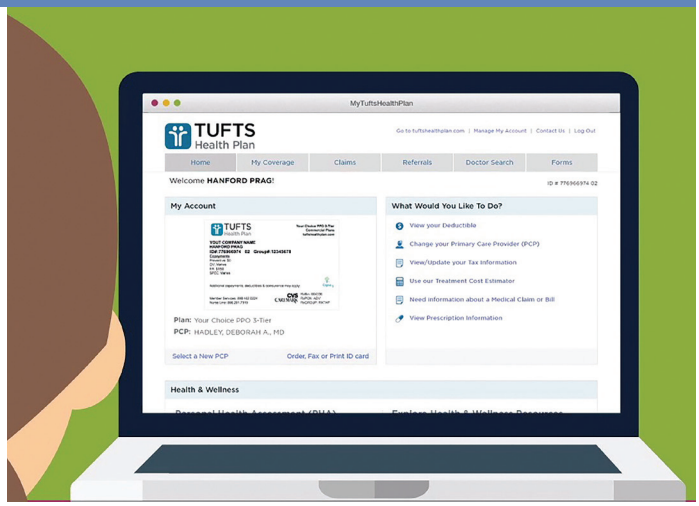
MEMBER AND EMPLOYER ENGAGEMENT

Register for the Tufts Health Plan Secure Member Portal

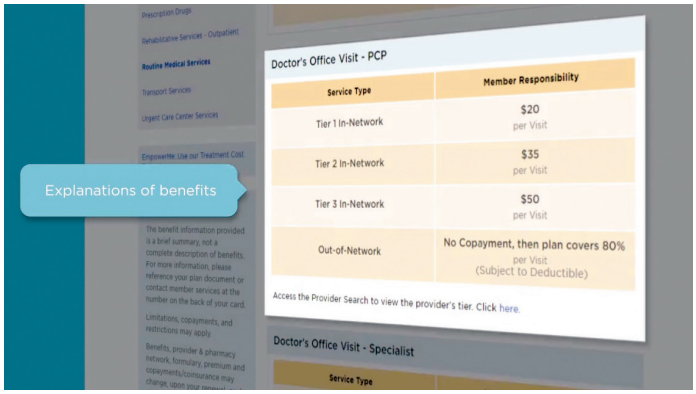
Tufts Health Plan encourages you to remind your employees to check out the MyTuftsHealthPlan member portal. The portal makes it fast and easy for members to manage their health care plan and get the answers they need when they need them. Through the portal, members can use the Doctor Search tool to find primary care physicians, specialists, hospitals and other health care providers. In addition, MyTuftsHealthPlan offers access to claims status and important health tools.

To register for access to the portal, members should go to **MyTuftsHealthPlan.com**, click on "Register here" and follow the easy steps.

Members can view a video demonstration on the portal to learn more about the tools and resources that are available. To better serve our population's diverse needs, the video is offered in English, Spanish and closed-captioned versions.



MyTuftsHealthPlan is a one-stop destination for members to explore their benefits, track their costs and manage their plan



The portal is tailored to each member's specific plan and benefits, making it easy to find information quickly

New Online Guides Help You Create a "Culture of Health"

Employee wellness programs have been shown to increase productivity, decrease absenteeism, and improve the health and well-being of employees. To help employers develop or administer these programs and create their own "culture of health," our staff of wellness professionals (including nurses, dieticians, and health coaches) has created guides with simple tips, which are now available at **tuftshealthplan.com/cultureofhealth.**

Building a "culture of health" starts at the top. Your company's leaders and managers must be on board with efforts to help boost employee wellness and help workers find an appropriate work-life balance. Once your company has committed to a "culture of health," you can offer healthy foods in your cafeteria, start a walking club, build an on-site gym, develop an incentive program to quit smoking, provide stress management resources — whatever it takes to keep your employees happy and healthy.

Our new online guides can help you to create a supportive environment for the following healthy lifestyle behaviors:

- Healthy Eating
- Physical Activity
- Stress Management
- Smoking Cessation
- Weight Management

You'll also find a list of important employee wellness "do's and don'ts," along with a look at how Tufts Health Plan created a culture of health for its own employees.

You can find these helpful tools and resources by visiting **tuftshealthplan.com/cultureofhealth** or contacting your Account Manager for details.

Have Your Employees Received a Flu Shot?

Tufts Health Plan covers members for an annual flu shot, which everyone over six months of age should get, according to the Centers for Disease Control and Prevention. It's not too late in the flu season for your employees to get vaccinated. Most of our plans cover the flu shot 100%, so members should not have to pay any out-of-pocket cost.

People at high risk for developing flu-related complications

- Children younger than age five — and especially those younger than age two
- Adults age 65 and older
- Pregnant women (and women up to two weeks postpartum)
- Residents of nursing homes and other long-term care facilities
- People who have medical conditions including but not limited to asthma, heart disease, diabetes, kidney disorders, and neurological disorders

Where your employees can get a flu shot

- Doctor's office
- Town or school clinic*
- Participating CVS MinuteClinics® in Massachusetts, New Hampshire, Rhode Island, Connecticut, and New York*
- Participating CVS pharmacy® locations in Massachusetts, Rhode Island, and New Hampshire*
- Participating pharmacies within the national CVS Caremark network® (for members who have pharmacy benefits through Tufts Health Plan)
- Any other self-pay clinic/vaccination site* (member reimbursement would apply)

Members should contact participating flu clinics ahead of time to confirm that the flu shot is available, and that they accept Tufts Health Plan insurance. If members pay for the flu shot at a location not listed above, they should submit a Member Reimbursement Medical Claim form to get reimbursed for the cost.

Important exception for children

Children between the ages of six months and eight years old, who have never had a flu shot, may need more than one dose of the vaccine in the first year they receive it. This may also apply to some children who previously have been vaccinated. Parents should check with their child's pediatrician.

If your employees have questions about this information, they should call Member Services at the number on their ID card.

*Age restrictions may apply.

CARE MANAGEMENT PROGRAMS

Programs Help Deliver More Value for the Health Care Dollar

At Tufts Health Plan, we're continually finding new ways to bring the most value to your employee health benefits plan. We have some of the most effective programs in the marketplace for care management and utilization management. Beginning January 1, 2017, our newest utilization management program focuses on cardiac services.

The Cardiac Management Program provides utilization management for therapeutic cardiac services and cardiac imaging services performed in an outpatient, non-emergent setting. The program aims to more effectively manage quality of care, patient safety and appropriate utilization for our members, while also improving medical trend.

Emergency Department Care Management

One of our other more recent initiatives is the Emergency Department (ED) Program. The purpose is to identify members who could most likely have sought care in a more appropriate care setting (such as an urgent care center or PCP's office) and to provide support and education related to their follow-up care.

This program started as a pilot in 2015 by identifying members with diagnoses such as ankle sprains, cough, headache, and sore throat. In the pilot program, our nurse care managers reached more than 50% of the members who were identified. Of that group, 89% became engaged in the program. The nurses educated members on appropriate use of the emergency department versus urgent care centers, connected them with a PCP if needed, and provided resources and support.

Oncology Care Management

How can Tufts Health Plan and health care providers work together to deliver better care to cancer patients? That was the question when our own physicians met in 2015 with oncologists from area hospitals and health care systems. As just one example, our nurse care managers proactively reach out to members who have a cancer diagnosis to:

- Review their care plan.
- Answer questions they may have after talking with their doctor.
- Help prepare them for common side effects of chemotherapy.
- Supplement the care they receive from oncology providers.

Such education and support can encourage members to seek follow-up care at their oncologist's office rather than going to an emergency room.

Aging Well

With the aging of the U.S. population, we recognized the need to create programs to address health care issues for our members over age 65. We have care management programs for heart disease, respiratory issues, diabetes, and cancer. Leveraging our in-house expertise of senior care professionals, our programs address issues such as muscle strength, fall prevention, and caregiver strain, just to name a few.

As an organization, we support healthy living with an emphasis on healthy aging through the Tufts Health Plan Foundation. Our foundation funds approximately $4 million annually in community investments for nonprofits that support senior citizens in Massachusetts and Rhode Island.

ACA Small Group Definition

The federal full-time equivalent (FTE) counting methodology is now being used to determine the number of employees for group size purposes. This methodology, which was adopted by the Massachusetts Division of Insurance on August 10, 2016, addresses full-time employees working, on average, 30 hours or more per week, and part-time employees.

2017 Requirement on Cost Sharing

Through the 2017 Notice of Benefit and Payment Parameters, the U.S. Health and Human Services Department has established out-of-pocket maximum amounts based on two-year estimated premium adjustment percentages. The out-of-pocket maximum for in-network services for plans other than High Deductible Health Plans (HDHPs) for 2017 is $7,150 for self-only coverage and $14,300 for other than self-only coverage.

Reminder: Annual Reporting for Minimum Essential Coverage

As was the case last year, health insurance issuers that provide coverage through fully insured group health plans must report information to the IRS and to covered individuals on Form 1095-B so that the individuals may report on their income tax statements that they had qualifying health coverage, also referred to as minimum essential coverage (MEC). Under the Affordable Care Act, uninsured individuals may be subject to financial penalty.

By January 31, 2017, we will mail Form 1095-B to fully insured subscribers for federal income tax filing. Massachusetts residents will also receive in the same envelope a Form 1099-HC for state income tax filing.

Tufts Health Plan considers MEC reporting to be an employer responsibility for self-insured groups. Self-insured plan sponsors that are employers subject to the Employer Shared Responsibility provisions must report the coverage on Form 1095-C, and other plan sponsors (such as sponsors of multiemployer plans) must report the coverage on Form 1095-B.

For self-insured groups that request MEC information, we will be able to provide a standard file with the same reporting requirements that are used of our fully insured groups. Please note that report requests we receive after January 1, 2017, will show all active members from the 2016 calendar year.

Collection of Subscribers' Social Security Numbers

As part of the reporting requirement for MEC, we will again solicit missing Social Security Numbers (SSNs) or Tax Identification Numbers (TINs) for our fully insured subscribers. This process will take place in December 2016. The IRS will use the SSNs/TINs in 2017 to verify an individual's health coverage for the previous year.

Please note: we are not soliciting SSNs/TINs from self-insured groups because we are not reporting MEC for these groups.

Member Communications Now Include Nondiscrimination Notice

Reflecting our corporate commitment to diversity, and in compliance with a federal ruling, we now include a nondiscrimination notice as part of our member communications. The notice states: "Tufts Health Plan complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex."

The U.S. Department of Health and Human Services Office of Civil Rights issued a final rule on nondiscrimination in health programs and activities as part of the Affordable Care Act earlier this year. Under the ruling, health insurers are required to add the nondiscrimination notice and tagline.

Our nondiscrimination notice also explains that Tufts Health Plan:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
  - Written information in other formats (large print, audio, accessible electronic formats, and other formats)
- Provides free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If members believe that we have failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, our nondiscrimination notice explains how they can file a grievance with our Legal department and with the U.S. Department of Health and Human Services.

Treatment of Lyme Disease

As of August 1, 2016, Tufts Health Plan covers long-term antibiotic therapy of Lyme disease for fully insured Massachusetts-based plans when the therapy is determined to be medically necessary.

HIV-Associated Lipodystrophy Mandate

As of November 8, 2016, Tufts Health Plan covers medical or drug treatments to correct or repair disturbances of body composition caused by HIV-associated lipodystrophy syndrome for fully insured Massachusetts-based plans.

TUFTS Health Plan Update

NEWS FOR THE MARKETPLACE

705 Mount Auburn Street
Watertown, MA 02472
tuftshealthplan.com

MEMBER SERVICES

800.462.0224

Tufts Health Plan Medicare Preferred
800.701.9000

Small Business Service Bureau, Inc.®

For more information or questions, call a Small Business Service Bureau, Inc., Member Services Representative today at:

800.472.7199

Small Business Service Bureau, Inc.
554 Main Street, Worcester, MA 01608-2014

www.sbsbhealth.com

WHAT'S INSIDE ...

INT-SBSB-UPDATE-2017/01

EMPLOYER GROUP AGREEMENT

This Agreement describes the arrangement between the Group and a). Tufts Associated Health Maintenance Organization, Inc. for services provided in relation to the fully-insured benefit plan underwritten by Tufts Associated Health Maintenance Organization, Inc., or b). Tufts Insurance Company, for services provided in relation to the fully-insured benefit plan underwritten by Tufts Insurance Company (hereinafter referred to as "Tufts Health Plan") for services provided in relation to the fully-insured benefit plan underwritten by Tufts Health Plan. The Group is an Eligible Small Business as defined in M.G.L. c.176J and has 9 or fewer Eligible Employees as defined in the statute. In consideration of the Group's prepayment of Premiums to Small Business Service Bureau ("SBSB"), during the term of this Agreement, Tufts Health Plan agrees to arrange for the provision of and pay for benefit plan Covered Services as described in the applicable benefit document/description of benefits ("DOB"), incorporated herein by this reference, during the term of this Agreement to the Group's eligible Subscribers and their eligible Dependents who elect Tufts Health Plan coverage.

Group's payment of April 1, 2017 Premium for services under this Agreement will be deemed acceptance of this Agreement.

Tufts Health Plan and Group agree as follows:

Unless defined specifically in this Agreement, the capitalized terms in this Agreement have the meaning set out in the definitions section of the DOB.

1. Health Care Benefits.

The health care benefits, conditions, limitations and exclusions for Members are set forth in the Group's current DOB. Tufts Health Plan will administer benefits according to the terms of the DOB. The Group hereby delegates to Tufts Health Plan the discretionary authority to construe the terms of the DOB, to make factual determinations and to make final and binding decisions about eligibility and claims.

2. Underwriting and Enrollment Policies

Tufts Health Plan from time to time adopts Group and Member eligibility, enrollment, and underwriting policies ("Underwriting and Enrollment Policies") as amended from time to time which are incorporated herein by this reference.

3. Member Enrollment and Termination.

Eligible employees and their eligible Dependents, as defined in the Underwriting and Enrollment Policies, may enroll during the Group's initial and annual Open Enrollment Periods, and at other times as permitted by the Underwriting and Enrollment Policies in effect at the time. Unless Tufts Health Plan and the Group agree otherwise, to enroll in Tufts Health Plan, employees must submit to the Group complete enrollment information, and any other information which Tufts Health Plan may reasonably request. SBSB must receive complete enrollment or termination information from the Group no later than 60 days following the enrollment or termination effective date. If Tufts Health Plan does not receive complete enrollment information from SBSB within the 60 day period, the eligible employee or eligible Dependent may not enroll until the Group's next Open Enrollment Period. If Tufts Health Plan does not receive written notice of termination from SBSB within the 60 day period, the termination will be retroactively effective as of 60 days before Tufts Health Plan received written notice of termination, and among any and all other remedies available to Tufts Health Plan for the Group's or SBSB's failure to provide such notice, the Group shall not be entitled to reimbursement of any Premium paid for the period earlier than 60 days before Tufts Health Plan received such written notice of termination.

4. Massachusetts Continuation of Coverage.

Massachusetts law requires employees of small groups (2-19 employees) be offered Massachusetts continuation of coverage (COC), Tufts Health Plan delegates this obligation to small employers. Group acknowledges that it is responsible for administering COBRA/COC, including without limitation providing all required notices.

5. Premium Rates, Billing and Payment.

The Group's Premium rates are specified in the Group's most recent rate letter or renewal notification. No later than the first day of the monthly billing cycle, the Group must remit to SBSB the full monthly Premium amount billed. Any retroactive adjustments will be reflected on subsequent invoices. SBSB will bill a full month's Premium for each Subscriber who is effective on or before the 15th day of the monthly billing cycle; it will not bill that month's Premium for Subscribers who are effective after the 15th day of the monthly billing cycle. SBSB will bill a full month's Premium for each Subscriber who terminates after the 15th day of the monthly billing; it will not bill that month's Premium for Subscribers who terminate on or before the 15th day of the monthly billing cycle. Notwithstanding the forgoing, upon termination Group shall be responsible for payment of premium, prorated based on the actual date of Group termination. Tufts Health Plan will cover only those Subscribers for whom it actually receives the appropriate Premium and then only for the period to which the Premium applies. When required by law, Premium must be paid for the state mandated 31-day continuation of coverage after termination. This mandated continuation of coverage is only applicable to fully-insured benefit plan(s) underwritten by Tufts Insurance Company.

6. Term.

The Effective Date of this Agreement is April 1, 2017. This Agreement is effective for one year from the Effective Date and shall, at Group's option, subject to paragraphs 7 and 8, automatically renew on each April 1 (the Group's Anniversary Date) unless earlier terminated in accordance with paragraph 9.

7. Premium Rate Changes.

Tufts Health Plan may change Premium rates as follows:
(a) annually, effective with each Anniversary Date; or
(b) if there is a change in law or regulation (i) affecting Tufts Health Plan's benefits, operations, Provider relationships or medical/referral management arrangements, (ii) affecting either party's obligations under this Agreement, or (iii) resulting in new taxes or surcharges; at Tufts Health Plan's option, the effective date of any Premium change due to events in 7(b)(i), (ii) or (iii) may be the earliest date by which Tufts Health Plan is required to comply with any provision of the new law or regulation, or the date the new law or regulation is required to be effective for the Group; or
(c) if there is a change in the Group's size, composition, eligibility requirements, employer contribution or other aspect of the Group which adversely affects the risk of providing coverage; the effective date of any Premium increase due to events in 7(c) is the date of any of the events described in 7(c). The Group agrees to promptly notify SBSB of any of the events described in 7(c).

Except as provided above, SBSB will give written notice to the Group of any Premium rate increase at least 30 days prior to the effective date of the increase, provided that less notice will be given if a change in law or regulation makes 30 day advance notice impractical. Such notice automatically amends this Agreement as of the effective date of the increase and is incorporated herein by this reference. The Group shall remit increased Premium rates as of the effective date of the increase. For the sake of clarity, for Massachusetts group rates subject to the Division of Insurance review and determination, premium rates will be provided at least 30 days prior to effective date as stated above, or as soon as practical based on the Division of Insurance's final determination.

8. Other Amendments.

In addition to the changes described in paragraph 7, Tufts Health Plan may amend this Agreement, including the DOB, as follows:

(a) annually, effective with each Anniversary Date, provided that SBSB provides the Group with at least 30 days prior written notice; or
(b) if there is a change in law or regulation, at Tufts Health Plan's option, effective on the earliest date by which Tufts Health Plan is required to comply with any provision of the new law or regulation, or the date the new law or regulation is required to be effective for the Group, provided that SBSB gives the Group at least 30 days written notice prior to the effective date of the amendment (unless the new law or regulation makes it impractical for SBSB to give 30 day advance notice); or
(c) at any time by SBSB providing at least 30 days prior written notice to the Group, subject to the Group's acceptance. The Group's acceptance of an amendment under 8(c) will be either by the Group's written notice to SBSB accepting the amendment, or by the Group's failure to reject the amendment in writing within 30 days after the date SBSB mails the notice to the Group. The Group may amend this Agreement by providing at least 30 days prior written notice to SBSB, subject to Tufts Health Plan's acceptance. Tufts Health Plan's acceptance of an amendment will be only by SBSB's written notice to the Group accepting the amendment.
(d) The prior written notice provided for in subparagraphs 8(a)-(c) above will be 60 days in the event of any change in covered services.

Group is required to provide advance notice of off anniversary downgrade requests to SBSB. Once changes are agreed to by SBSB, there must be a minimum of 75 days prior to the effective date of such change to allow for implementation and notification requirements.

It is the Group's responsibility to provide notice to Members of any amendments. Tufts Health Plan will not be responsible for any consequences of the Group's failure to provide such notice.

9. Termination of this Agreement.

(a) By the Group: The Group may terminate this Agreement at any time by giving written notice to SBSB at least 30 days prior to the effective date of termination.
(b) By Tufts Health Plan: Tufts Health Plan may terminate this Agreement as follows: (i) if SBSB has not received the appropriate Premium payment from the Group by the monthly due date. Termination will be effective as of the last date for which Premium was received. Tufts Health Plan will not be responsible if the Group fails to pay SBSB at all, or SBSB fails to pay Tufts Health Plan on a timely basis, even if the Group has already charged the Subscriber (by, for example, withholding employee contributions) for part or all of the Premium payment. In the event of such termination, SBSB will notify Members as required by law; or
(ii) consistent with applicable state and federal law if the Group fails to meet Tufts Health Plan's eligibility, participation, or contribution requirements as set out in the Underwriting and Enrollment Policies; or
(iii) consistent with applicable state and federal law in the event that: (a) the Group commits fraud or misrepresentation regarding matters which are related to or are the subject of this Agreement; (b) Tufts Health Plan ceases to offer the class of business for the Group's DOB (e.g., HMO or PPO) in this market; (c) Tufts Health Plan ceases to offer the particular HMO or PPO product provided under this Agreement; or (d) all of the Group's employees move outside of Tufts Health Plan's Service Area.
Termination for events in 9 (b)(ii) and (iii) above will be effective at any time permitted by law.
(c) In the Event of Bankruptcy or Insolvency: If the Group commences a case under Chapter 11 of the federal bankruptcy laws, the Group shall notify SBSB of its decision to assume or reject this Agreement under the executory contract provisions of federal bankruptcy law within 60 days following the date the bankruptcy petition is filed. Premiums shall continue to be due for the period following the bankruptcy petition filing date. If the Group fails to pay Premiums to SBSB during this period, this Agreement shall terminate as of the first due date following the date the bankruptcy petition was filed for which Premiums were not paid.
In the event of the Group's insolvency, SBSB may at any time during such insolvency require the Group to provide SBSB with security in an amount Tufts Health Plan and

SBSB determine to be sufficient, and may take any other actions allowed by state or federal law.

All Members' rights to health care benefits will cease as of the effective date of termination of this Agreement.

10. Examination of Records.

Upon reasonable notice to the Group, SBSB or Tufts Health Plan may, at reasonable times, examine the Group's payroll and other business records relating to payments or Member eligibility under this Agreement. SBSB and Tufts Health Plan agree to preserve the confidentiality of the Group's records.

11. Notices.

SBSB will send all notices required under this Agreement to the Group by hand, or by first class mail, postage prepaid, to the address shown on the SBSB membership application or any other address that the Group may designate in writing. The Group will send all notices required under this Agreement to SBSB by hand or by first class mail, postage prepaid, to Small Business Service Bureau, P. O. Box 15014, Worcester, MA 01615-0014, or any other address that SBSB may designate in writing. Other notices may be sent by facsimile or e-mail to the number or address specified by either party.

Group agrees to provide SBSB with confirmation of final benefits 30 business days in advance of Group's open enrollment period. This advance notice is required to provide sufficient time to generate Group specific benefit documents required to be available during open enrollment.

12. Force Majeure.

The Providers with whom Tufts Health Plan arranges to provide health care services to Members may be unable to provide services due to circumstances beyond Tufts Health Plan's control. These circumstances include, but are not limited to, a major disaster, epidemic, strike, war, civil insurrection, the complete or partial destruction of facilities, riot, or natural disaster. In such case, Tufts Health Plan will make a good faith effort to arrange for Covered Services to Members to the extent practical and according to Tufts Health Plan's best judgment. Tufts Health Plan will incur no liability or obligation for delay or failure to arrange for alternate services if the failure or delay is caused by such an event.

13. Indemnification

The Group shall indemnify and hold harmless Tufts Health Plan, its directors, officers, agents and employees, from any and all claims, lawsuits, administrative proceedings, damages, settlements, judgments, costs, penalties, fines and expenses, including but not limited to reasonable attorneys' fees and multiple or punitive damages, resulting from or arising in whole or in part out of Group's acts or omissions.

14. Entire Agreement.

This Agreement, the SBSB membership application, and renewal notification, together with any amendments made pursuant to paragraphs 7 and 8 above, constitute the entire contract, agreement and understanding between Tufts Health Plan and the Group and supersede all other prior oral or written agreements including without limitation any Requests for Proposals (RFPs).

15. Member Services-Quality Service.

To maintain quality customer service, Tufts Health Plan has a call coaching program. Telephone calls to Member Services may be monitored or recorded. Callers who object can so inform the Member Services Representative answering the call.

16. Relationship of the Parties.

Tufts Health Plan is and will be construed to be an arranger of health care services, and the Group is and will be construed to be a purchaser of health care benefits on behalf of the Group's Members. Tufts Health Plan and the Group are and will be construed to be independent entities and independent contractors. Each will comply with all requirements of applicable state and federal law.

It is expressly understood that Tufts Health Plan is not a Provider of health care services, that Tufts Health Plan has entered into contractual arrangements with Providers of health care services, which Providers are not the employees, agents or representatives of Tufts Health Plan for any purposes, and that Tufts Health Plan will not be responsible for the acts, omissions, representations or other conduct of any such Provider. It is also expressly understood that neither the Group nor Members have any rights under any agreement between Tufts Health Plan and a Provider and that this Agreement is not to be construed to create rights in any third parties. While Tufts Health Plan seeks to ensure the continued availability of contracting Providers, at any time during the year Providers may leave the network, or close or open their panels. Reasons for these changes include, but are not limited to: Provider retirement or death, a move out of the Service Area, or failure to reach agreement regarding the contractual relationship with Tufts Health Plan.

17. Administration.

In addition to the Underwriting and Enrollment Policies, Tufts Health Plan from time to time adopts reasonable policies, procedures, rules and interpretations to promote orderly and efficient administration of this Agreement, and may contract with third parties to perform any of its obligations under this Agreement. Tufts Health Plan may communicate directly with Members as part of its administration of this Agreement or for other purposes related to Tufts Health Plan products and services.

Group hereby authorizes Tufts Health Plan to act on behalf of Group in order to resolve Medicare Secondary Payor issues related to claims paid under this Agreement. Group further authorizes the Centers for Medicare & Medicaid Services, its Medicare Contractors and the Department of the Treasury and each party's respective employees and agents to disclose to Tufts Health Plan information related to any debt identified in any MSP recovery demand related to claims paid under this Agreement.

18. Assignment.

This Agreement shall be binding upon and inure to the benefit of each of the party's successors, assigns and/or representatives, as the case may be. Except as otherwise provided for in this Agreement, this Agreement may not be assigned or otherwise delegated without the other party's written consent except that Tufts Health Plan may assign or delegate this Agreement to any Tufts Health Plan Affiliate or Organizations of Providers without the consent of the Group. A Tufts Health Plan Affiliate is an organization that directly or indirectly through one or more intermediaries controls, is controlled by or on behalf of, or is under common control with Tufts Health Plan; as used in the definition of Tufts Health Plan Affiliate, "organization" means a partnership, corporation, business trust, joint stock company, trust, unincorporated association, limited liability company or partnership, joint venture or other entity of any nature, and "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an organization, whether through ownership of voting interests or securities, by contract or otherwise.

19. Choice of Law.

This Agreement is issued and entered into in Massachusetts and shall be interpreted according to the laws of the Commonwealth of Massachusetts without giving effect to its choice of law rules.

20. Waiver.

A party's waiver of any provision of this Agreement on any one occasion shall not be deemed to be a waiver of any other provision of this Agreement or as a waiver of such provision on any subsequent occasion.

21. Group Certifications.

The Group certifies that it offers the coverage described under this Agreement to all of its full-time employees who live in the commonwealth. The Group further certifies that it does not make a smaller premium contribution percentage amount to any employees than it makes to any other employees who receive an equal or greater total hourly or annual salary for each specific health plan offered. However, the Group may establish separate plans and/or contribution percentages for employees covered by collective bargaining agreements.

The Group further certifies that it will provide SBSB and/or Tufts Health Plan with any and all information needed to meet any mandatory reporting requirements, or other compliance requirements, including but not limited to the requirements of Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007. This information includes, but is not limited to: social security numbers and dates of birth of Subscribers and covered Dependents, Group tax identification number and Group size information.

The Group further certifies that Group has fewer than 20 employees as defined in the Medicare Secondary Payer statute 42 U.S.C. § 1395y. Group will immediately notify Tufts Health Plan if Group's employees count according to the Medicare Secondary Payer statute were to change so that it is no longer eligible for Medicare to be the primary payer. In the event of this change, Group acknowledges that the Group could no longer be written through SBSB.

In accordance with applicable law, Tufts Health Plan certifies that through SBSB, it will provide Group with Summary of Benefit and Coverage documents (hereinafter referred to as "SBCs") of applicable plan designs as chosen by Group. Group acknowledges that all eligible employees need to receive SBCs in accordance with federal law. Group certifies that it will provide the applicable SBCs to all eligible employees.

22. Brokers. If Group has notified Tufts Health Plan or SBSB that it has a Broker of Record, then the following apply:

(a) Access to Information. Unless Group has otherwise notified Tufts Health Plan or SBSB, Group's Broker of Record is entitled to receive (1) Protected Health Information (PHI), as defined in 45 C.F.R. 160.103, for enrollment and disenrollment purposes and/or (2) summary health information, as defined in 45 C.F.R. 164.504, for the purpose of obtaining premium bids or modifying, amending or terminating the group health plan.

23. Massachusetts Personal Information Security.

Tufts HP acknowledges that it has an information security program that complies with Massachusetts laws and regulations protecting the security of personal information, including ch. 93H, Security Breaches of personal information, and 201 CMR 17.03, Standards for the Protection of Personal Information of Residents of the Commonwealth.