



Your Tufts Health Plan Benefits and Rates are changing on April 1, 2020!

January 2020

Dear SBSB Member,

The April 1, 2020 group health insurance annual renewal and open enrollment period is rapidly approaching for members of the Small Business Service Bureau, Inc. (SBSB) enrolled in Tufts Health Plan. 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 2020 Intermediary Plan Changes

The brochure included with this mailing contains **important information** about benefit changes effective April 1, 2020.

Please read this document 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 53,000 providers and 107 hospitals 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 their Tufts Health Plan 2020 SBC by logging into their account at www.sbsb.com. Once logged in, click on the 2020 plan name in the *Plan Information* section. To view alternative plan SBC's, click on the *Document Library* link. Click on the 2020 SBC link and review plan options.

What's next?

There is nothing you need to do now. There will be no changes to your plan until your April 2020 renewal date. By late February, SBSB will have information on your 2020 premium rate. SBSB Member Service Representatives will also work with you to help you decide on the best option(s) for your 2020 coverage.

~over~

You have a choice!

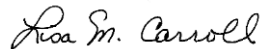
As your trusted health care partner, we are committed to helping you navigate changes with minimal impact to you, your business and your employees. SBSB has many health plan options you can consider during the 2020 open-enrollment.

If you no longer want your current plan as modified for 2020, or decide it's time for a change, SBSB will assist you in transferring to the plan of your choice, hassle-free!

Please call an SBSB Benefit Specialist Toll Free at 1-800-472-7199, or your SBSB credentialed broker if you have questions regarding your Tufts Health Plan renewal. We will work with you to review your current plan - and help you decide the best option for your 2020 coverage!

Thank you for relying on SBSB for your health plan needs. We will continue to offer you and your employees plans that offer high quality and service, and we look forward to serving you in the year ahead.

Sincerely,



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

Enclosures



**APRIL 2020
INTERMEDIARY
PLAN CHANGES**



April 2020 Intermediary Plan Changes

Effective upon renewal in 2020, Tufts Health Plan is making a number of benefit changes to small group Massachusetts plans. We are making these changes to help maintain low premiums for members and to better manage increasing pharmacy costs associated with new-to-market and specialty drugs. These changes are explained below and illustrated in the enclosed plan grid.

Deductible, Coinsurance & Out-of-Pocket Maximum

We have made changes to the deductible, coinsurance, and out-of-pocket maximum associated with some of our plans.

Prescription Drug

We have made changes to pharmacy copays for some of our plans. We encourage you to review our full drug formulary on our website to familiarize yourself with all tier and other prescription drug changes. This information is available on the Pharmacy page at www.tuftshealthplan.com.

Copayments

We have adjusted copays on some of our plans for primary care and specialist visits, urgent care, therapy services (physical, occupational and speech), testing (laboratory, diagnostic, and imaging), inpatient and outpatient procedures, and emergency services.

Acupuncture

Acupuncture will be a benefit on all fully insured plans, with no visit or dollar limit. Referrals and prior authorization will not be required.

Telehealth Enhancements

Telehealth visits will now be covered in full on all fully insured plans for general medicine, behavior health, and dermatology. On Saver and Essential Advantage plans, visits will be subject to the deductible and then covered in full. All groups will now have access to general medicine through Teladoc when traveling to more than 125 countries. Cost share for general medicine visits accessed internationally will match those accessed within the United States.

Expanded Tooth Removal

Effective on a strike date of January 1, 2020, the surgical removal of impacted or unerupted teeth when embedded in bone will be covered in an office visit setting without prior authorization.

Unique Cost Share on Enteral Formulas

Enteral formulas will now be covered in full for all plans except Saver plans, which will be covered in full after the deductible. This will include enteral formulas and oral formulas, but will exclude low protein foods, which will remain a benefit under the Durable Medical Equipment cost share.

To better understand the benefit changes that go into effect at your scheduled renewal date in 2020, please review the following plan grid. If you have questions, please contact your Intermediary. This letter serves as your renewal notice as required by State and Federal law.

Important Information for MA Small Group Employers

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 from our Client Services team. If you're not working with a broker, your Intermediary will provide this information directly to you.

Beginning with renewals and new business with effective dates of January 1, 2020 and forward, 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 2020 version of your current policy. Please refer to the plan changes in this brochure 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 or broker 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	Metallic Tier	Member Coins	Deductible (IND / FAM)	OOPM (IND / FAM) Combined Med / RX	PCP	Specialist	UCC **	PT/OT/ST
HMO Copay Plans								
HMO Basic Platinum - 2019	Platinum	0%	N/A	\$3,500 / \$7,000	\$30	\$30	\$40	\$30
HMO Basic - 2020 [only for existing groups on 2019 version]	Platinum	0%	N/A	\$4,000 / \$8,000	\$30	\$30	\$40	\$30
HMO Deductible Plans								
Advantage HMO 500 Gold - 2019	Gold	0%	\$500 / \$1,000	\$5,000 / \$10,000	\$25	\$45	\$40	\$40
Advantage HMO 500 - 2020 [only for existing groups on 2019 version]	Gold	0%	\$500 / \$1,000	\$6,000 / \$12,000	\$25	\$45	\$40	\$40
Advantage HMO 1000 Gold - 2019	Gold	0%	\$1,000 / \$2,000	\$6,000 / \$12,000	\$25	\$45	\$40	\$40
Advantage HMO 1000 - 2020 [only for existing groups on 2019 version]	Gold	0%	\$1,000 / \$2,000	\$7,000 / \$14,000	\$25	\$45	\$40	\$40
Advantage HMO 1500 Gold - 2019	Gold	0%	\$1,500 / \$3,000	\$6,000 / \$12,000	\$25	\$45	\$40	\$40
Advantage HMO 1500 - 2020 [only for existing groups on 2019 version]	Gold	0%	\$1,500 / \$3,000	\$7,000 / \$14,000	\$25	\$45	\$40	\$40
Advantage HMO 2000 Gold - 2019	Gold	0%	\$2,000 / \$4,000	\$6,000 / \$12,000	\$25	\$50	\$40	\$40
Advantage HMO 2000 - 2020	Gold	0%	\$2,000 / \$4,000	\$7,000 / \$14,000	\$25	\$50	\$40	\$40
Advantage Basic HMO 2000 Silver - 2019	Silver	0%	\$2,000 / \$4,000	\$6,500 / \$13,000	\$50	\$100	\$100	\$50
Advantage Basic HMO 2000 - 2020	Silver	0%	\$2,000 / \$4,000	\$6,500 / \$13,000	\$50	\$100	\$100	\$50
Advantage HMO 3000 Silver - 2019	Silver	0%	\$3,000 / \$6,000	\$7,900 / \$15,800	\$35	\$60	\$40	\$45
Advantage HMO 3000 - 2020	Silver	0%	\$3,000 / \$6,000	\$8,150 / \$16,300	\$40	\$60	\$40	\$45
HMO Coinsurance / Low Option Plans								
Advantage HMO 1500 Low Option Gold - 2019	Gold	10%	\$1,500 / \$3,000	\$6,000 / \$12,000	\$35	\$60	\$40	\$60
Advantage HMO 1500 Low Option - 2020	Gold	10%	\$1,500 / \$3,000	\$6,000 / \$12,000	\$35	\$60	\$40	\$60
Advantage HMO 2000 (80%) Gold - 2019	Gold	20%	\$2,000 / \$4,000	\$6,000 / \$12,000	\$35	\$50	\$40	\$35
Advantage HMO 2000 (80%) - 2020 [only for existing groups on 2019 version]	Gold	20%	\$2,000 / \$4,000	\$6,000 / \$12,000	\$35	\$50	\$40	\$35
HMO Saver Plans (HSA-Qualified)								
Advantage HMO Saver 2500 Silver - 2019	Silver	0%	\$2,500 / \$5,000 *	\$6,700 / \$13,400	Ded	Ded then \$35	Ded	Ded
Advantage HMO Saver 2500 - 2020	Silver	0%	\$2,500 / \$5,000 *	\$6,750 / \$13,500	Ded	Ded then \$35	Ded	Ded
Advantage HMO Saver 3450 Bronze - 2019	Bronze	0%	\$3,450 / \$6,900	\$6,700 / \$13,400	Ded then \$50	Ded then \$75	Ded then \$65	Ded then \$65
Advantage HMO Saver 3500 - 2020	Bronze	0%	\$3,500 / \$7,000	\$6,900 / \$13,800	Ded then \$45	Ded then \$75	Ded then \$75	Ded then \$75
HMO Select Network & Steward Plans								
Select Advantage HMO 1000 Gold - 2019	Gold	0%	\$1,000 / \$2,000	\$6,000 / \$12,000	\$25	\$45	\$40	\$40
Select Advantage HMO 1000 - 2020	Gold	0%	\$1,000 / \$2,000	\$7,000 / \$14,000	\$25	\$45	\$40	\$40
Select Advantage HMO 2000 Gold - 2019	Gold	0%	\$2,000 / \$4,000	\$6,000 / \$12,000	\$25	\$50	\$40	\$40
Select Advantage HMO 2000 - 2020	Gold	0%	\$2,000 / \$4,000	\$7,000 / \$14,000	\$25	\$50	\$40	\$40
Steward Community Choice 1000 Gold - 2019 (Closed)	Gold	0%	\$1,000 / \$2,000	\$6,000 / \$12,000	\$25	\$45	\$40	\$40
Select Advantage HMO 1000 - 2020	Gold	0%	\$1,000 / \$2,000	\$7,000 / \$14,000	\$25	\$45	\$40	\$40

Deductible, Out-of-Pocket Maximum (OOPM), and visit limits are calculated on a calendar year for all plans (except Saver plans, which are calculated on a plan year from April 1 - March 31) regardless of the effective date of the group.

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

Please refer to the Summary of Benefits and Coverage (SBC) or your Evidence of Coverage (EOC) for complete information.

All plans meet Minimum Credible Coverage (MCC) standards for MA employees. All 2020 plans meet Medicare Part D Credible Coverage when Medicare is the primary payer.

Select Network plans have a limited service area that excludes Berkshire, Dukes, and Nantucket counties.

All 2020 merged market plans include coverage for acupuncture, with no visit or dollar limits. Cost share mirrors that of chiro.

*Per IRS regulation, this Saver plan does not feature an embedded family deductible. An individual member of a family plan may need to meet the full family deductible.

** Urgent Care Center cost share applies to non-hospital affiliated centers.

*** Rx Coins Max is the maximum amount of coinsurance a member would pay per fill for drugs in any tier with coinsurance. The amounts on this grid represent the maximum coinsurance for a 30-day supply. The maximum Rx coinsurance for a 60-day or 90-day supply (if allowed) is 2x and 3x the 30-day amount, respectively.

Chiro	Lab Testing	LTI	HTI	Outpatient Procedures	Inpatient Hospital	ER	LCG	RX Tier 1	RX Tier 2	RX Tier 3	RX Tier 4	RX Coins Max ***	Rx Deductible (IND / FAM)
\$30	CIF	\$30	\$100	\$500	\$500	\$200	\$5	\$25	\$40	\$70	\$150	N/A	N/A
\$30	CIF	\$30	\$100	\$500	\$500	\$200	\$5	\$25	\$40	\$70	\$150	N/A	N/A
\$25	\$20	\$40	\$100	Ded then \$150	Ded then \$200	\$200	\$5	\$25	\$60	\$80	\$125	N/A	N/A
\$25	\$20	\$40	\$100	Ded then \$150	Ded then \$200	\$250	\$5	\$25	\$60	\$90	\$135	N/A	N/A
\$25	\$25	Ded then \$50	Ded then \$125	Ded then \$150	Ded then \$250	\$250	\$5	\$25	\$60	\$80	\$150	N/A	N/A
\$25	\$25	Ded then \$50	Ded then \$125	Ded then \$150	Ded then \$250	\$300	\$5	\$25	\$60	\$90	\$160	N/A	N/A
\$25	Ded then \$25	Ded then \$50	Ded then \$150	Ded then \$150	Ded then \$250	\$250	\$5	\$25	\$60	\$80	\$150	N/A	N/A
\$25	Ded then \$25	Ded then \$50	Ded then \$150	Ded then \$150	Ded then \$250	\$300	\$5	\$25	\$60	\$90	\$160	N/A	N/A
\$25	Ded then \$25	Ded then \$50	Ded then \$125	Ded then \$150	Ded then \$250	\$250	\$5	\$30	\$60	\$80	\$150	N/A	N/A
\$25	Ded then \$25	Ded then \$50	Ded then \$125	Ded then \$150	Ded then \$250	\$300	\$5	\$30	\$60	\$90	\$160	N/A	N/A
\$50	Ded then \$20	Ded then \$50	Ded then \$500	Ded then \$1,000	Ded then \$1,000	Ded then \$1,000	\$5	\$50	\$75	\$150	\$200	N/A	N/A
\$50	Ded then \$80	Ded then \$80	Ded then \$500	Ded then \$1,000	Ded then \$1,000	Ded then \$1,000	\$5	\$50	Rx Ded then \$85	Rx Ded then \$150	Rx Ded then \$200	N/A	\$250 / \$500
\$35	Ded then \$30	Ded then \$50	Ded then \$300	Ded then \$350	Ded then \$500	Ded then \$250	\$5	\$35	\$80	\$100	10%	\$250	N/A
\$40	Ded then \$75	Ded then \$75	Ded then \$300	Ded then \$350	Ded then \$500	Ded then \$350	\$5	\$40	\$85	\$110	10%	\$250	N/A
\$35	Ded then 10%	Ded then 10%	Ded then 10%	Ded then 10%	Ded then 10%	Ded then 10%	Rx Ded then \$5	Rx Ded then \$35	Rx Ded then \$85	Rx Ded then \$100	Rx Ded then 10%	\$250	\$250 / \$500
\$35	Ded then 10%	Ded then 10%	Ded then 10%	Ded then 10%	Ded then 10%	Ded then 10%	Rx Ded then \$5	Rx Ded then \$35	Rx Ded then \$85	Rx Ded then \$100	Rx Ded then 10%	\$250	\$250 / \$500
\$35	Ded then 20%	Ded then 20%	Ded then 20%	Ded then 20%	Ded then 20%	Ded then \$250	\$5	\$30	\$80	\$100	10%	\$500	N/A
\$35	Ded then 20%	Ded then 20%	Ded then 20%	Ded then 20%	Ded then 20%	Ded then \$250	\$5	\$30	\$80	\$100	10%	\$500	N/A
Ded	Ded then \$25	Ded then \$25	Ded	Ded then \$100	Ded then \$200	Ded then \$100	Ded then \$5	Ded then \$30	Ded then \$70	Ded then \$100	Ded then \$125	N/A	Combined
Ded	Ded then \$25	Ded then \$25	Ded	Ded then \$100	Ded then \$200	Ded then \$100	Ded then \$5	Ded then \$30	Ded then \$70	Ded then \$100	Ded then \$125	N/A	Combined
Ded then \$50	Ded then \$50	Ded then \$50	Ded then \$300	Ded then \$750	Ded then \$750	Ded then \$300	Ded then \$5	Ded then \$50	Ded then \$75	Ded then \$150	Ded then \$200	N/A	Combined
Ded then \$45	Ded then \$80	Ded then \$80	Ded then \$300	Ded then \$500	Ded then \$750	Ded then \$300	Ded then \$5	Ded then \$50	Ded then \$75	Ded then \$150	Ded then \$200	N/A	Combined
\$25	\$25	Ded then \$50	Ded then \$125	Ded then \$150	Ded then \$250	\$250	\$5	\$25	\$60	\$80	\$150	N/A	N/A
\$25	\$25	Ded then \$50	Ded then \$125	Ded then \$150	Ded then \$250	\$300	\$5	\$25	\$60	\$90	\$160	N/A	N/A
\$25	Ded then \$25	Ded then \$50	Ded then \$125	Ded then \$150	Ded then \$250	\$250	\$5	\$30	\$60	\$80	\$150	N/A	N/A
\$25	Ded then \$25	Ded then \$50	Ded then \$125	Ded then \$150	Ded then \$250	\$300	\$5	\$30	\$60	\$90	\$160	N/A	N/A
\$25	\$25	Ded then \$50	Ded then \$125	Ded then \$150	Ded then \$250	\$250	\$5	\$25	\$60	\$80	\$150	N/A	N/A
\$25	\$25	Ded then \$50	Ded then \$125	Ded then \$150	Ded then \$250	\$300	\$5	\$25	\$60	\$90	\$160	N/A	N/A

LTI: Low-Tech Imaging (services such as X-rays)

HTI: High-Tech Imaging (services such as MRI, CT Scan, PET Scan)

OOPM: Out-of-Pocket Maximum

CIF: Covered-in-Full

OON: Out-of-Network

PCP: Primary Care Physician

LCG: Low Cost Generic

PT/OT/ST: Physical Therapy, Occupational Therapy, Speech Therapy

ER: Emergency Room

UCC: Urgent Care Center

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>.

tuftshealthplan.com | 800.462.0224

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) សម្រាប់សេវាកម្មបកប្រែដោយឥតគិតថ្លៃ ភាសាខ្មែរ សូមទូរស័ព្ទទៅកាន់លេខដែលមាននៅលើប័ណ្ណសម្គាល់សមាជិករបស់អ្នក។

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

Laotian ສຳລັບການແປພາສາເປັນພາສາລາວທີ່ບໍ່ໄດ້ເຮັດໃຊ້ຈ່າຍ, ໃຫ້ໂທຫາເບີທີ່ຢູ່ເທິງບັດປະຈຳຕົວຂອງທ່ານ.

Navajo Doo bááh ilíní da Diné k'ehjí álnéehgo, hodiilnih béesh bee haní'é bee nées 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

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, 2020 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 foregoing, 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, 2020. 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.