

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 Massachusetts Business Association, LLC d/b/a Health Services Administrators ("HSA"), 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, 2014 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. HSA 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 HSA 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 HSA 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 HSA'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. HIPAA Certificates of Creditable Coverage and Continuation of Coverage.

Tufts Health Plan will provide Certificates of Creditable Coverage to Members in compliance with HIPAA unless the Group notifies HSA in writing that it will provide the Certificates. If Tufts Health Plan provides the Certificates, the Group must notify HSA when enrolled employees and their enrolled Dependents initially become eligible for COBRA or state continuation of coverage (COC) and when their COBRA/COC period ends. For Tufts Health Plan to meet HIPAA's notice requirements, the Group must send notice to HSA within 10 days following a COBRA/COC qualifying event, and within 10 days following any other termination of coverage. Tufts Health Plan will send the Certificates to the Members' most recent addresses in Tufts Health Plan's records. 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 HSA the full monthly Premium amount billed. Any retroactive adjustments will be reflected on subsequent invoices. HSA 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. HSA 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, 2014. 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 HSA of any of the events described in 7(c).

Except as provided above, HSA 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 HSA 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 HSA 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 HSA to give 30 day advance notice); or

(c) at any time by HSA 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 HSA accepting the amendment, or by the Group's failure to reject the amendment in writing within 30 days after the date HSA mails the notice to the Group. The Group may amend this Agreement by providing at least 30 days prior written notice to HSA, subject to Tufts Health Plan's acceptance. Tufts Health Plan's acceptance of an amendment will be only by HSA'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 HSA. Once changes are agreed to by HSA, 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 HSA 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 HSA 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 HSA at all, or HSA 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, HSA 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 HSA 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 HSA 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, HSA may at any time during such insolvency require the Group to provide HSA with security in an amount Tufts Health Plan and HSA 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, HSA 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. HSA and Tufts Health Plan agree to preserve the confidentiality of the Group's records.

11. Notices.

HSA 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 HSA membership application or any other address that the Group may designate in writing. The Group will send all notices required under this Agreement to HSA by hand or by first class mail, postage prepaid, to Massachusetts Business Association, 135 Wood Road, Braintree, MA 02184, or any other address that HSA may designate in writing. Other notices may be sent by facsimile or e-mail to the number or address specified by either party.

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 HSA 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 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 HSA 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.

In accordance with applicable law, Tufts Health Plan certifies that through HSA, 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 HSA that it has a Broker of Record, then the following apply:

(a) Access to Information. Unless Group has otherwise notified Tufts Health Plan or HSA, 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 or 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.