Tufts University

Retiree Health Insurance Plan

(including the Tufts University Health Reimbursement Arrangement)

Amended & Restated

January 1, 2022

The University reserves the right to amend this Plan at any time without the consent of any eligible employee, participant, or dependent. Although the University expects to continue the Plan indefinitely, it is not legally bound to do so, and it reserves the right to terminate the Plan coverage at any time without liability.

TUFTS UNIVERSITY
RETIREE HEALTH INSURANCE PLAN

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INTRODUCTION

Every effort has been made to describe the Tufts University Retiree Health Insurance Plan (the "Retiree Health Plan" or "Plan") accurately, completely, and in easy-to-read language. This booklet explains Tufts University's requirements for participation in the Plan, your health coverage options, and related matters. Please refer to the related description of benefits, certificate of coverage, subscriber agreement, or evidence of coverage agreement for each health coverage option (an "Insurance Booklet") for complete details on specific benefit coverage, definitions, exclusions, and limitations for that option. For retired employees in the age 65 and older program, your Insurance Booklet will be provided by the Medicare Advantage or Supplement plan ("Medigap") and Part D Prescription Drug Plan that you select through Via Benefits[1], as described below.

To achieve the highest degree of coverage in the event of any injury or illness, as well as allowing you to manage your health care expenses, you must follow the predefined terms and conditions of the Plan and the particular coverage option you choose. Remember that if these provisions are not followed as described, Plan benefits may be reduced or denied.

Together, this booklet and the Insurance Booklets for health insurance offered under the Plan are the "Summary Plan Description" and the Plan document for the Retiree Health Plan. The Medigap plans and Part D Prescription Drug Plans offered through Via Benefits are not sponsored by the University, and the Insurance Booklets for such plans are not part of this Plan document and Summary Plan Description.

While Tufts University's current intention is to continue the Plan indefinitely, it reserves the right, at its discretion, to amend or terminate the Plan in whole or in part at any time with respect to any provisions, including, but not limited to, benefits, contributions, or coverage.

ELIGIBILITY

FOR YOURSELF

If you were receiving retiree health coverage from Tufts University on December 31, 1993, you are automatically eligible to participate in the Plan.

Alternatively, if you retired after December 31, 1993 you are eligible to participate in the Plan if, at retirement, you are at least age 60 and have 5 or more years of service with Tufts University; or your age plus years of service with Tufts University equals at least Only benefits-eligible employment, as determined under the Tufts University Health Benefits Plan, will be counted towards years of service.

Effective for employees who are approved for benefits under the Long Term Disability (LTD) Plan on or after July 1, 2019, no service will be credited after the LTD effective date (unless an individual returns to employment as a benefits eligible employee or the special transition rule for LTD beneficiaries covered under the Health Benefits Plan prior to July 1, 2019 applies (see below).

[1]Via Benefits was formerly known as "OneExchange".

If you retired prior to January 1, 2018, this Plan required you to be covered by the Tufts University Health Plan for active employees at least 12 months prior to your retirement to participate in the Tufts University Retiree Health Plan.

If you retire on or after January 1, 2018, you are no longer required to be covered by the Tufts University Health Plan as an active employee for at least 12 months immediately preceding your retirement date in order to participate in the Plan.

Under Age 65 Plan. If you retire on or after January 1, 2018 and are less than age 65, you may enroll in the under age 65 program under the Retiree Health Plan within 31 days of your retirement date or employment termination date. If you don't enroll within 31 days of your retirement date or employment termination date, then you are still eligible to enroll in the age 65 and older program under the Retiree Health Plan within 31 days of your 65th birthday. If you don't enroll within 31 days of your 65th birthday, you **irrevocably forfeit any right to participate in the** Retiree Health Plan in the future.

Over Age 65 Plan. If you retire after January 1, 2018 and are age 65 or older, you must enroll in the age 65 and older program within 31 days of your retirement date or employment termination date or you **irrevocably forfeit any right to participate in the** Retiree Health Plan in the future. You must satisfy any additional requirements for eligibility under the Tufts University Health Reimbursement Arrangement and the Insurance Booklet for the individual health plan you select through the Via Benefits marketplace. Please refer to your Medigap plan Insurance Booklet for more information.

Special Rules for Employees/Retirees on Long Term Disability. Special rules apply if you receive benefits under the University's Long Term Disability (LTD) plan and your LTD effective date is on or after July 1, 2019. If you meet the age and service requirements (described above) when your LTD benefits become effective, you may enroll in the Retiree Health Plan within 31 days following your employment termination date in accordance with the following rules.

If you are enrolled in the Health Benefits Plan on your LTD effective date, the University will pay 100% of the premiums for the coverage that you had in effect (e.g., single, family) as of your LTD effective date for **6 months**. If you are unable to return to work at that time, the University will pay 100% of the Retiree Health Premiums or 100% of the COBRA premiums (whichever you elect) for the coverage that you had in effect as of your LTD effective date for **18 months**. Your coverage under the Health Benefits Plan will terminate before the end of the 6-month or 18-month period (whichever applies) if you cease to be disabled or are no longer eligible for LTD benefits and don't return to work as a benefits eligible employee. You may change your coverage option or add and remove dependents during open enrollment or if you experience a status change event (e.g., birth of a child) under the Health Benefits Plan. However, the University will pay the greater of (1) 100% of the premium for the coverage you had when your LTD benefits became effective or (2) the University's portion of the premium for the coverage you elect if you were not receiving LTD benefits. If you change your coverage level, you will need to pay the portion not paid by the University with after-tax dollars.

If you are not enrolled in the Health Benefits Plan on your LTD effective date, you may enroll in the Retiree Health Plan within 31 days of your employment termination date, if you meet the age and service conditions as of your LTD effective date. You will pay the same premiums as any other similarly situated retiree.

If you are under age 65, you must enroll in the under age 65 retiree health program within 31 days of your employment termination date or **you will irrevocably forfeit any right to participate in the under age 65 program.** You may still enroll in the age 65 and older program within 31 days of the date you attain age 65. If you don't enroll within 31 days of your 65th birthday, then **you will irrevocably forfeit any right to participate in the Retiree Health Plan in the future.**

*Please note that under a transition rule, LTD beneficiaries whose LTD effective dates are before June 30, 2019, **and** who are covered under the Health Benefits Plan prior to July 1, 2019, will continue to be covered under the Health Benefits Plan until June 30, 2021 unless they cease to be disabled or are no longer eligible for the LTD benefit at an earlier date. They may elect coverage under the Retiree Health Plan when their coverage under the Health Benefits Plan ends if they satisfy the age and service conditions as of that date. The Retiree Health Plan eligibility rules for LTD benefits are complex. If you are receiving LTD benefits or are approved for LTD benefits, please contact Tufts Support Services (TSS) for assistance in understanding your options.*

Special Rule for Dining Employees. If you are a dining employee covered by a collective bargaining agreement between the University and UNITE HERE Local 26, and you elect coverage under the UNITE HERE Health Food Service Plan II, Plan Unit 376 – National PPO ("UNITE HERE Health Plan"), you many not elect coverage under the Retiree Health Plan at any time. In addition, if you elect COBRA when your Health Benefits Plan coverage ends, you may not elect coverage under the Retiree Health Plan at any time.

FOR YOUR ELIGIBLE DEPENDENTS

Spouse

Effective for eligible employees who retire on January 1, 2018 or later, for your spouse to be eligible for coverage under the Plan, he/she must enroll within 31 days of your retirement date if your spouse is under age 65. Alternatively, your spouse can delay enrollment as long as he or she enrolls in the age 65 and older program under the Plan within 31 days of his or her 65th birthday. If your spouse does not enroll within 31 days of his/her 65th birthday, he or she **irrevocably forfeits any right to participate in the** Retiree Health Plan in the future.

If you retire on or after January 1, 2018 and your spouse is age 65 or older, your spouse must enroll in the age 65 and older program under the Plan within 31 days of your retirement date or he/she will **irrevocably forfeit any right to participate in the** Retiree Health Plan in the future.

Effective June 26, 2013, a legal spouse includes a same-sex spouse to whom you are legally married under the laws of a state that recognizes same-sex marriages regardless

of where you reside. You are not treated as legally married if you have entered into a registered domestic partnership, civil union, or other formal relationship under state law that is not a marriage.

If you divorce after your Retiree Health Plan enrollment, your ex-spouse will no longer be eligible for coverage under this Plan. (However, see "Court Orders" below.)

Domestic Partner

Effective January 1, 2018 or later, for your domestic partner to be eligible for coverage under the Plan, he/she must enroll within 31 days of your retirement date if he/she is under age 65. Alternatively, your domestic partner may delay enrollment as long as he or she enrolls in the age 65 and older program under the Plan within 31 days of his or her 65th birthday. A signed Affidavit of Domestic Partnership must be on file in the Human Resources Benefits Office prior to your retirement in order for your Domestic Partner to be eligible. Additionally, he/she must continue to be your domestic partner throughout the coverage period. If your domestic partner does not enroll within 31 days of his/her 65th birthday, he or she **irrevocably forfeits any right to participate in the** Retiree Health Plan in the future.

Children

For your children to be eligible for coverage, they must be your legal children and you or an eligible spouse/ domestic partner must be under age 65 and enroll in an under age 65 program under the Retiree Health Plan. The term "children" includes:

- Your biological children;
- Your legally adopted children;
- Your stepchildren who live with you full time in a regular parent-child relationship; and
- Any other child permanently living with you for whom you are the legal guardian.

If you and your children don't enroll in the under age 65 Retiree Health Plan within 31 days of your retirement date, your children **irrevocably forfeit any right to participate in the** Retiree Health Plan in the future.

In general, eligible children may be covered through the end of the month of their 26th birthday. However:

- Children who were covered under the Plan before age 26 and became incapable of self-sustaining employment due to a disability may be eligible for coverage beyond such age until your 65th birthday; and
- Children who were disabled adults when you began employment with the University and were enrolled when you were first eligible to do so are eligible for coverage beyond age 26 up to your 65th birthday.

Court Orders

A child may be covered in the under age 65 program pursuant to a Qualified Medical Child Support Order ("QMCSO"). A QMCSO is an order by a court for one parent to provide a child or children with health coverage under the Plan. The Plan Administrator will notify you (and each alternate recipient) if it receives a QMCSO and will comply with its terms.

If you divorce after your enrollment in an age 65 or older insured Medigap plan, then your ex-spouse may be covered under your insured plan if she or he obtains a court order mandating insurance coverage under State insurance laws. A court order cannot mandate coverage under the self-insured under age 65 program.

For purposes of this booklet, hereafter the term "dependent" will refer to spouse, domestic partner, and eligible children.

Please note, in the case of a deceased employee who was eligible for retiree health benefits at the time of death, the surviving dependent(s) will be eligible for coverage under the under age 65 program. If you are in the age 65 and older program, then your HRA benefits cease upon your death. Your spouse/domestic partner will be eligible to continue his or her HRA in the age 65 and older program if he or she qualified for subsidized coverage before your death.

ENROLLMENT

You and your dependents, if eligible, may enroll in retiree health coverage under the Plan **within 31 days of your separation or retirement from Tufts University**.

Under Age 65 Retiree Health Options. If you are an active benefits-eligible employee who is age 64 or younger, then you are eligible for the same coverage that you had under the Tufts University Health Benefits Plan for employees or you may elect any of the other under age 65 Retiree Health options. You are not eligible to enroll in the Retiree Health Plan until your separation or retirement from Tufts University, and you must satisfy the applicable age and service requirements (as of your retirement date, separation date, or LTD effective date, whichever applies).

If you elect coverage under the UNITE HERE Health Plan while you are an employee, you **irrevocably forfeit any right to participate in the** Retiree Health Plan in the future. In addition, if you enroll in COBRA rather than the Retiree Health Plan, you **irrevocably forfeit any right to participate in the** Retiree Health Plan in the future. If you elect to participate in an under age 65 Retiree Health option and you voluntarily terminate your participation (e.g., by terminating your election or failing to pay your share of premiums on a timely basis), the coverage of your eligible dependents (if any) will end on your termination date. However, if you turn age 65 and enroll in Medicare and an over age 65 health plan, your eligible dependents (if any) may continue participation in the under age 65 plan until they are eligible for Medicare.

You have the responsibility to make sure that we have correct mailing information following your retirement; our vendor will send any communications to you to the address on file from PeopleSoft.

Age 65 and Older Program. If you don't enroll in the Retiree Health Plan within 31 days following your retirement date, you will have the option of enrolling in the age 65 and older program under the Plan within 31 days of your 65th birthday.

If you do not enroll by this deadline or you elect COBRA, you **will irrevocably forfeit any right to participate in age 65 and older program under the Plan in the future. This deferred election for coverage under the age 65 and older program is not available if you elect coverage under the UNITE HERE Health Plan as an employee or (ii) you enroll in COBRA from the University upon your termination of employment.**

If you elect to participate in the age 65 and older program and you voluntarily terminate your participation (e.g., by terminating your election or failing to pay your share of premiums on a timely basis), your eligible spouse may continue coverage in the age 65 and older program after your termination date, provided your spouse makes all required contributions.

Special Rules for Individuals Receiving LTD Benefits. There are special rules for individuals receiving LTD benefits.

For employees on LTD with LTD effective dates on or after July 1, 2019, you and your eligible dependents may elect coverage under the Retiree Health Plan within 31 days of your termination of employment date if you satisfy the Retiree Health Plan's age and service conditions as of the LTD effective date. If you are under age 65, you may defer coverage under the Retiree Health Plan and elect coverage under the age 65 and older program within 31 days of your 65th birthday.

For employees with LTD effective dates before June 30, 2019, **and** who are covered under the Health Benefits Plan prior to July 1, 2019, you and your eligible dependents may enroll in the Retiree Health Plan within 31 days of June 30, 2021 or earlier if you are no longer eligible for LTD benefits due to age or if you ceased to be disabled, provided you satisfied the age and service conditions as of June 30, 2021, or as of the earlier date.

Please note that if you elect to participate in the UNITE HERE Health Plan as an employee or you elect COBRA when your Health Benefits Plan coverage ends, you may not elect coverage under the Retiree Health Plan at any time.

RETIREE HEALTH INSURANCE PLAN BENEFITS

The post-retirement health benefits available to eligible retirees and their eligible dependents are divided into two categories based on the retiring employee's and the eligible dependents' ages.

COVERAGE UNDER AGE 65

Retired employees who are under age 65 may elect, for themselves and their eligible dependents under age 65 health coverage that is the same health coverage they are enrolled in prior to retirement, although he/she may be eligible to change plans at the time of retirement.

We offer a Preferred Provider Network (Offered through Blue Cross Blue Shield (details at https://access.tufts.edu/retiree-health-plans). You will have an opportunity during future annual open enrollment periods to change your health plan.

Your coverage in the under age 65 program ends when you attain age 65, whether you are an eligible retiree or an eligible spouse/domestic partner. Upon attaining age 65, you may enroll in the **age 65 or older program offered under the Plan. See "Coverage Age 65 and Older" below**. You will be contacted prior to your (or your dependent's) 65th birthday regarding your options.

Below is a brief summary of the benefits available under the Blue Cross Blue Shield Preferred Provider Organization plans for under age 65 retirees and eligible dependents.

Three Preferred Provider Organization (PPO) Options

A PPO is a health care organization composed of physicians, hospitals, or other providers that provides health care services at a reduced fee if you use the Plan's network. A PPO is similar to an HMO, but care is paid for as it is received instead of in advance in the form of a scheduled fee. PPOs also offer more flexibility by allowing for visits to out-of-network professionals at a greater expense to the policy holder. Visits within the network, with the exception of preventive care, may require a co-payment. There is often a deductible for out-of-network expenses and a higher co-payment or coinsurance. Although a primary care physician is not required, it is recommended to designate one. No referrals are required to see a specialist.

1. BCBS PPO Plus Plan

This plan is designed for individuals who want a plan that is similar to an HMO-style health plan that also includes out-of-network coverage. There is an annual in- network deductible, and in-network services are subject to a co-payment.

2. BCBS PPO Plan

This plan is designed for individuals who want the comfort of having comprehensive coverage in the event of illness or injury at a comparatively lower premium. Fees for in-network providers are minimal and the plan includes out-of-network coverage as well. This plan does have a higher annual deductible than the BCBS PPO Plus Plan

3. BCBS PPO HDHP and Health Savings Account (HSA)

This plan (new as of January 1, 2022) is designed for individuals who want the comfort of having comprehensive coverage in the event of illness or injury at a significantly lower premium. Fees for in-network providers are minimal and the plan includes out-of-network coverage as well. This plan has the highest annual deductible and out of pocket maximum of the four plans. Accordingly, it is offered in connection with a health savings account (HSA) option.

An HSA is not a health plan maintained by the University. Instead, it is a personal trust account that you establish to pay qualified medical expenses for you and your dependents on a tax-favored basis. For 2022, you may contribute up to $3,650 if you elect individual coverage and $7,300 if you elect family coverage under the Saver Plan. If you are age 55 or older, you may contribute an additional $1,000. You may change or revoke your HSA election at any time. Your contributions may be deductible on your individual federal income tax return. Earnings on your HSA balance are not subject to income tax. If you use your HSA to pay for qualified medical expenses for yourself or your dependents, the HSA distributions are not taxable to you. You are 100% vested in your HSA account. You may continue to use your HSA to pay for qualified medical expenses after you cease to be covered under the Saver Plan. HealthEquity is the third-party vendor for the HSA. More information about this benefit is available online at access.tufts.edu/benefits.

Please note that the University is the sponsor and administrator of the Health Plans, but it is not the sponsor or administrator of an HSA. The University does not select HSA investments, approve payments, or determine if an expense is a qualified medical expense. Nor does the University receive any information about your HSA balance, investments, or distributions. You are responsible for ensuring you do not exceed annual contribution limits and for paying any taxes and penalties if you direct your HSA trustee to pay expenses that are not qualified medical expenses.

COVERAGE AGE 65 AND OVER

Health Reimbursement Arrangement

Effective January 1, 2018, the University established the Tufts University Health Reimbursement Arrangement ("HRA") to provide health care benefits to retired eligible employees who are age 65 or over. If you are eligible, the University will make an annual contribution to an HRA on your behalf in the amount determined by the University for the Plan Year in its sole discretion. You will use the amount in the HRA to purchase an individual Medicare Advantage or Supplement Insurance ("Medigap") plan offered

through Via Benefits, a private exchange offering a wide variety of national and local Medigap and Part D Prescription Drug insurance plans. With the assistance of a benefit advisor, you may choose among a wide variety of plans to find the best Medigap option for you and your spouse/domestic partner. The benefit advisor will provide:

- Individualized support to help you make an informed Medigap insurance choice for 2018 and annually thereafter, including explaining plan designs and costs;

- Advice and decision-making support based on your current coverage and future needs; and

- Assistance in understanding the Tufts University HRA, your account, and allowable expenses.

In order to participate in the HRA, you must elect a Medigap plan offered through Via Benefits. However, if you do not use the entire annual contribution made on your behalf to the HRA to purchase a Medigap plan, you may use the excess amounts in your HRA account for other permissible out of pocket medical expenses, like your co-payments and deductibles. In addition, any amount in your HRA account that you do not use in a given Plan Year may be rolled over into the next Plan Year to be used to purchase a Medigap plan and other permissible health care expenses as long as you are enrolled. Accordingly, the new HRA will provide you with flexibility to purchase care that best suits your needs.

Retirees (or eligible spouses/domestic partners) must be enrolled in Medicare Parts A and B in order to enroll in the Retiree Health age 65 and over program offered through the HRA. If an individual is enrolled in an under age 65 retiree health plan, he/she will be contacted by the Via Benefits at least three months prior to becoming eligible for Medicare. You have the responsibility to make sure that we have correct mailing information following your retirement; our vendor will send any communications to you to the address on file from PeopleSoft. Employees age 65 and over must enroll in the age 65 and over plan within 31 days of retirement. If you do not enroll by this deadline, you **will irrevocably forfeit any current or future right to participate in the Plan and the HRA.**

You may not use HRA funds to pay or reimburse medical expenses for your dependents. However, if your spouse/domestic partner qualifies for University subsidized coverage, then he/she will receive his/her own HRA, subject to the same terms and conditions.

Under the HRA, you will be reimbursed for permissible health care expenses incurred after you become a participant in the Retiree Health Plan and HRA and before your cease to be eligible for participation. The amount of your reimbursements may never exceed the balance of your HRA account. If you cease to be a participant in the HRA, then no additional amounts may be contributed to the HRA on your behalf. You may continue to submit for reimbursement eligible health care expenses incurred before your participation terminates, provided you file for reimbursement within one hundred eighty

days following the date your participation terminates. Any amounts remaining in your HRA account after the 180-day period ends will be forfeited.

You will be reimbursed for permissible health care expenses by submitting a written application to the Plan Administrator. You may be required to furnish a bill, receipt, canceled check, or other written evidence or certification of payment or your obligation to pay a health care expense. Unless your request for reimbursement satisfies the procedures for automatic submission under the tax laws, you will be required to include:

- the amount of the health care expense for which reimbursement is requested;
- the date the health care expense was incurred;
- a brief description and the purpose of the health care expense;
- your name;
- the name of the person, organization or other health care provider to whom the health care expense was or is to be paid;
- a statement that you not been and will not be reimbursed for the health care expense by insurance or otherwise, and has not been allowed a deduction in a prior year (and will not claim a tax deduction) for such health care expense; and
- a written bill from an independent third party stating that the health care expense has been incurred and the amount of such expense and, at the discretion of the Plan Administrator, a receipt showing payment has been made.

Please note that you may not use your HRA account to purchase or to be reimbursed for prescription drugs.

For more information about the HRA, or more the Medigap plan options offered through Via Benefits, please call 1.844.353.0772.

Tufts Transitional Payment (Ended December 31, 2019)

If you retired on or before December 31, 1993 and are eligible to participate in the HRA and enroll through Via Benefits, then you will receive an additional HRA contribution equal to the Medicare D prescription drug "donut hole" for the Plan Year, if your expenses exceed the prescription drug limit under Medicare D as noted below. The "donut hole" is an annual coverage gap between the prescription drug limit that is covered under Medicare D and the true out of pocket limit set by the Centers for Medicare and Medicaid Services for the applicable Plan Year (the "Catastrophic Coverage Level"). After you reach the Medicare D limit, you are required to pay for prescription drugs out-of-pocket until you reach the Catastrophic Coverage Level (see Catastrophic Coverage below). For 2019, the covered prescription drug limit is $3,820. The 2019 Catastrophic Coverage Level is $5,100. Accordingly, the Tufts transitional payment made for 2019 would be $1,280 ($5,100 minus $3,820 = $1,280). This transitional payment to your HRA account may **not** be used to purchase prescription drugs,but may be used to reimburse any other IRS eligible Section 213(d) medical expenses.

You may obtain the Tufts transitional payment by contacting Tufts Support, requesting and completing a claim form, and submitting it to Tufts Support Services with documentation of your qualifying prescription drug expenses by March 31 following the end of the Plan Year. Your qualifying prescription drugs expenses up to the Medicare D level must be incurred during the applicable Plan Year. All other HRA Account provisions set forth in this SPD continue to apply. The Tufts Transitional payment benefit ended on December 31, 2019 due to changes in the tax laws closing the "donut hole" annual coverage gap.

Catastrophic Drug Coverage Reimbursement

If you and your spouse/domestic partner are eligible to participate in the HRA and enroll in a health plan through Via Benefits, then you and your eligible spouse or domestic partner may be eligible to receive catastrophic coverage reimbursement of your prescription drug expenses. The catastrophic coverage reimbursement will begin only after you have accumulated covered Medicare Part D expenses in excess of the Catastrophic Coverage Level for the applicable Plan Year. All qualifying prescription drug expenses that you incur in excess of the Catastrophic Coverage Level for the Plan Year will be reimbursed. There is no dollar limit on the amount of qualifying prescription drug expenses that may be reimbursed for the Plan Year in which you qualify for this benefit. Reimbursement is made by the University; it is not made through your HRA account.

You may obtain reimbursement for prescription drug expenses over the Catastrophic Coverage Level by contacting Via Benefits at 1.844.353.0772. You may need to provide documentation that your qualifying prescription drug claims exceed the Catastrophic Coverage Level for the Plan Year. Claims for your qualifying prescription drugs must be incurred during the applicable Plan Year and submitted for reimbursement by March 31 following the end of the Plan Year. All other HRA provisions set forth in this SPD continue to apply.

Special Rules for Certain Retired Tenured Faculty of TUSM

If you are a former, tenured faculty member of the Tufts University School of Medicine that retired or commenced phased retirement in 2007 or 2013, special rules may apply to your benefits under the Retiree Health Plan. These rules are outlined in a special Addendum at the end of the Plan for affected retirees.

DETAILED BENEFIT INFORMATION

The HRA for retirees age 65 and older is not a funded plan. Your account is a notational bookkeeping account and premiums and reimbursements are paid from University assets. The University does not sponsor the Medigap plans offered through Via Benefits. The details of the Medigap plan that you select are described in the Insurance Booklet that you receive under the plan selected through Via Benefits. These include: a schedule of benefits and information about any cost-sharing provisions, such as deductibles and co-payments; in-network and out-of-network benefits (including network providers); coverage of preventive services, drugs, diagnostic tests, medical procedures, and devices; any conditions or limits on emergency services or health care providers; pre-authorization or utilization review requirements; and other information that informs you about benefits in depth.

CHANGING HEALTH PLANS

If you are in the age 65 and older program, then you may change your plan election through Via Benefits only during Medicare's annual Open Enrollment period.

Once enrolled in the under age 65 Retiree Health program, you may change your plan election only during the Retiree Health Plan's open enrollment period You must contact the University's Retiree Health Billing administrator within 31 days of to the date you want to make a change to your health plan election. You may change your election to contribute to an HSA at any time while you are enrolled in the HDHP, but no more than one time in any calendar month.

EFFECTIVE DATE

If you and/or your eligible dependents are under age 65 and enroll in the Retiree Health Plan, your health coverage will begin on your retirement or termination date. Coverage for you and your spouse or domestic partner for those at age 65 or over will begin on the first of the month following or coinciding with your retirement/termination date or your (or your eligible spouse's/domestic partner's) 65th birthday, whichever is later. (You or your eligible spouse/domestic partner must be enrolled in Medicare Parts A and B to be eligible for the coverage for age 65 and over.)

COST

Tufts University currently shares the cost of coverage under the Retiree Health Plan with certain groups of retirees. For retirees under age 65 who meet the eligibility criteria for a subsidy, Tufts University pays the difference, if any, between the contributions retirees make toward the cost of their coverage and the Tufts University cost of providing that coverage. For retirees age 65 and older, Tufts University may contribute to an HRA account as described above and in the HRA Plan document. For some retirees, Tufts University may provide a payment that can be used to purchase retiree health coverage. Retirees who are not included in one of these groups pay the full cost of coverage.

Your contribution toward the cost of coverage (which is determined from time to time by Tufts University in its sole discretion) currently is as follows (this is in addition to all deductibles and co-payments, which are your responsibility):

If you retired from Tufts University as of December 31, 1993 OR If you retired by June 30, 1994, and you provided Tufts University with formal written notice of your intent to retire by December 31, 1993:	If you (and your eligible spouse-domestic partner) are **age 65 or over and you enroll through VIA Benefits**, you will receive an annual HRA contribution equal to the annual Plan 1 rate in Massachusetts.
	There are no retirees or eligible dependents in this group that participate in the under age 65 retiree health program as of January 1, 2019.
	(R93)

If you met the age and service requirements for retirement on December 31, 1993, but you retired from Tufts University after June 30, 1994 **OR** **If you retired by June 30, 1994, but did not provide the required formal written notice of intent by December 31, 1993:**	If you (and your eligible spouse/domestic partner) **are age 65 or over and you enroll through Via Benefits**, you will each receive an HRA contribution equal to $78.00 per month (2022 rate) and increased up to 2% a year thereafter. Although you will only receive a contribution for the months you are eligible, the HRA contribution will be made on an annual basis.
	If you (and your eligible dependents) are **under age 65 and you enroll in an Under Age 65 Retiree Health Plan**, you will receive a subsidy for under age 65 coverage. The subsidy for calendar year 2022 is $166.75 per month, and will be increased up to 2% a year thereafter. In no event will the subsidy apply toward the cost of under 65 coverage for more than two members (you plus one eligible spouse or domestic partner).
(E93)	

If you were hired before January 1, 1994, meet the age and service requirements for retirement after January 1, 1994, and you retire from Tufts University after June 30, 1994:	If you are **age 65 or over, and you enroll through Via Benefits**, you will receive an HRA contribution equal to $78.00 per month (2022 rate) and increased up to 2% a year thereafter. Although you will only receive a contribution for the months you are eligible, the HRA contribution will be made on an annual basis. You will also pay the entire cost of any coverage you elect for your eligible dependents.
	If you are **under age 65 and you enroll in an Under Age 65 Retiree Health Plan**, you will receive a subsidy for under-age-65 coverage. The subsidy for calendar year 2022 is $166.75 per month, and will be increased up to 2% a year thereafter. You will also pay the entire cost of any coverage you elect for your eligible dependents.
(H93)	

If you were hired by Tufts University after December 31, 1993, and are not otherwise described above:	You and your eligible dependents may participate in the retiree health insurance coverage available to you when you retire if you are under age 65 or within 31 days of your 65th birthday. If you and your eligible spouse/ domestic partner are over age 65, you must enroll through Via Benefits within 31 days of your retirement. You will be responsible for the entire cost of the coverage you elect.
	(H94)

CHANGES IN COST

All costs, cost-sharing, rates, and working rates for Under Age 65 Health Plans used by Tufts University for determining the contribution levels for retired employees for coverage under the Retiree Health Plan are subject to change from time to time. In addition, the amounts that Tufts University contributes to HRA accounts for retirees age 65 and older are subject to change from time to time. Tufts University reserves the right to change costs or cost-sharing and to eliminate its contributions at any time. This is in addition to Tufts University's right to amend or terminate this Plan in whole or in part at any time.

WHEN COVERAGE ENDS

Coverage for you and your eligible dependents under the Retiree Health Plan ends on the earliest of the following dates:

- The date the Plan terminates.
- The date you (or your eligible dependents) cease to be eligible for coverage under the Plan (including, but not limited to, cessation of eligibility due to a Plan amendment or partial Plan termination).
- The date you fail to pay a required contribution for coverage by the applicable date. **If you fail to pay by the applicable date, you may not subsequently reinstate your coverage (retroactively or prospectively) by paying the missed contribution**.
- The date you enroll in COBRA coverage through Tufts University.
- The date you enroll in the UNITE HERE Health Plan.
- **If you don't enroll in the Age 65 and Over Health Plan within 31 days of your 65th birthday or your retirement date, whichever is later (or, if applicable, under the special deadlines for individuals receiving LTD benefits) you will**

irrevocably forfeit any right to participate in the HRA coverage under the Plan thereafter.

- The date on which you voluntarily terminate your participation in the Plan, coverage ends for you and your eligible dependents; however, if you voluntarily terminate your coverage in the age 65 and older program, your eligible spouse may continue coverage under that program, provided your spouse pays all required contributions.

- The date of your death; however, if you are in the under age 65 program, your eligible dependents will continue to be covered under the Plan, as long as they meet the Plan's eligibility requirements and their coverage does not end for one of the reasons listed here. If you are in the age 65 and older program, your eligible medical expenses that you incurred before your death may be reimbursed by your HRA. However, any amounts remaining in your HRA will be forfeited. If your spouse/domestic partner is receiving University subsidized coverage through his or her own HRA, the spouse's/domestic partner's HRA will continue.

- If your dependents are no longer eligible for coverage because of a divorce, the ending of a domestic partnership, or if your dependent child reaches his or her 26th birthday; however, your affected dependent(s) may be eligible to continue coverage under COBRA for up to 36 months by paying the entire cost, plus an administrative fee, for coverage.

- The date you are entitled to Medicare or cease to be covered under the Saver Plan you must stop making contributions to your HSA. However, you may continue to use your HSA to pay qualified medical expenses.

CLAIM PROCEDURES AND APPEALS

Under certain circumstances and depending on the health coverage option you choose, you may be required to file a claim form to obtain benefits. If you are required to complete a claim form for benefits, and any benefits under the plan are denied, you have the right to request a full and fair review of your claim within the timeframes set out in the claims procedures. If you believe you are incorrectly denied all or part of your benefits, you may appeal the health plan's decision.

If you are in the under age 65 program, the claims procedures are the ones described in the Employee Health Plan, except for special claims procedures that apply only to employee health plans under the Affordable Care Act. Upon request, the Plan Administrator will provide you with a copy of the procedures free of charge. Note: If you have elected an HSA, it is not subject to ERISA claims procedures described in the Employee Health Plan. All questions regarding the HSA should be directed to HealthEquity.

If you are in the age 65 and older program, the HRA claims procedures are described in the HRA Plan document. Upon request, the Plan Administrator will provide you with a copy of the procedures free of charge. In addition, you may submit claims for the HRA: Willis Towers Watson, P.0. Box 981156, El Paso, TX 79998-1156, Fax: 1.866.886.0878.

If you are enrolled in an insured plan offered by an insurance carrier through Via Benefits, please refer to your particular option's Insurance Booklet for a description of the claim procedures and appeal processes for your retiree health insurance coverage.

UNDER AGE 65 HEALTH PLANS/SUBROGATION AND RIGHT OF REIMBURSEMENT

The purpose of the Plan is to provide retiree health coverage for qualified medical expenses that are not covered by a third party. If the Plan pays benefits for any claim you incur as the result of negligence, willful misconduct or other action or omission of a third party, the Plan will be subrogated to all your rights of recovery. Subrogation applies if you have a legal right to payment from an individual or organization because another party was responsible for your illness or injury. You will be required to reimburse the Plan for amounts paid for claims out of any monies recovered from a third party, including, but not limited to, your own insurance company as the result of judgment, settlement, or otherwise. In addition, you will be required to assist the Plan in enforcing these rights and may not negotiate any agreements with a third party or engage in any other conduct that would undermine the subrogation rights of the Plan.

In addition, the Plan is entitled to reimbursement of any claim paid for which you receive compensation from a third party, other than a family member, for medical expenses that have been paid by the Plan. This is true even if the payment you receive is described as payment for non-health care expenses, for example, attorney's fees and expenses. If you do not provide the Plan with necessary documents, your claim can be denied.

You must notify the Plan immediately if you begin settlement negotiations with or obtain a judgment against a third party in connection with an accident or injury for which benefits have been paid by the Plan. The Plan may offset any further payments by the amounts it was unable to recover from a third party who made payments in connection with an accident or injury.

COBRA

Under federal law, certain participants are entitled to continue coverage under a group health plan in certain circumstances where coverage might otherwise end. When you and your dependents became eligible to participate in the Retiree Health Plan at the time of your retirement, you were given a choice between obtaining coverage under the Retiree Health Plan or obtaining COBRA coverage under the Tufts University Health Benefits Plan for active employees. Because you and your dependents elected to forego COBRA coverage at that time under the Health Benefits Plan and elected coverage under the Retiree Health Plan, you and your dependents (in most cases) will not have the opportunity to elect COBRA if your participation in the Retiree Health Plan ceases in the future. COBRA coverage was offered to you and your dependent when you experienced a qualified event (retirement) and you choose not to take it.

However, your eligible dependent may be able to elect COBRA and continue coverage for a limited period of time under the Retiree Health Plan if your dependent experiences a qualifying event that causes him or her to lose coverage under this Plan. A "qualifying

event" may include your divorce, termination of a domestic partnership, or the dependent's reaching age 26. If such an event occurs, you or your dependent must contact the University's COBRA administrator within 60 days of the occurrence of such event. Once the University's COBRA administrator has been notified, information regarding COBRA rights will be provided. If your dependent is eligible to elect COBRA coverage and wishes to do so, he or she must elect COBRA coverage within 60 days after the later of the date of the termination of coverage or the date the COBRA notice to elect to continue coverage is provided. The cost of COBRA coverage will be 100% of the cost of coverage, plus an additional 2% administration fee. Once COBRA is elected, your dependent will then have an additional 45 days to make the required initial payment for COBRA coverage. If COBRA continuation coverage is elected, it will continue for 36 months. However, COBRA coverage will end earlier than 36 months if your dependent becomes covered under another group health plan, becomes eligible for Medicare after electing COBRA, required premiums are not paid within 45 days of the due date (for the initial premiums) and within 30 days of the due date (for subsequent premiums), or the Retiree Health Plan is terminated.

If you enroll in COBRA, you irrevocably forfeit any right to participate in the Retiree Health Plan in the future. Please note that HSAs are not subject to COBRA, but you may continue to use your HSA to pay qualified medical expenses as long as you have an HSA balance.

OTHER INFORMATION

This section contains information provided to you by the Plan Administrator of the Plan to help you identify your Plan and meet the requirements of the Employee Retirement Income Security Act of 1974. All inquiries relating to the following information should be referred directly to the Plan Administrator.

Plan Name	Tufts University Retiree Health Insurance Plan
Plan Number	602
Employer Number	04-2103634
Plan Sponsor	Tufts University 200 Boston Avenue, Suite 1600 Medford, MA 02155 617.627.7000
Plan Administrator	Tufts University Vice President for Human Resources 200 Boston Avenue, Suite 1600 Medford, MA 02155 617.627.7000

The administration of the Plan is under the supervision of the Plan Administrator. To the fullest extent permitted by law, the Plan Administrator has the discretion to determine all

matters including, but not limited to eligibility, coverage, cost, and benefits under the Plan, and to determine all matters relating to the interpretation and operation of the Plan. Any determination made by the Plan Administrator shall be final and binding on all parties, in the absence of clear and convincing evidence that the Plan Administrator acted arbitrarily and capriciously.

The Plan Administrator has delegated day-to-day administration to the third-party administrators listed below, namely, the COBRA administrator for elections and enrollment, and the providers of the Plan health coverage options for benefits and claims. Notwithstanding the preceding paragraph, each provider of a Plan health coverage option has final discretionary authority to determine benefit claims and appeals with respect to participants and dependents covered by that option.

Contract Administrators	COBRA/Under Age 65 Retiree Health Billing Administrator EBPA 37 Industrial Drive, Suite E Exeter NH 03833 Toll free: 1.888.232.2031 premiumcollection@ebpabenefits.com HealthEquity (for HSAs only) 15 West Scenic Pointe Drive Draper, UT 84020 1.866.346.5800 healthequity.com (customer service) Age 65 and Over Retiree Health Coverage Options Via Benefits/Willis Towers Watson 10975 South Sterling View Drive South Jordan, UT 84095 1.844.353.0772 viabenefits.com/tuftsuniversity Age 65 and Over Claims Administration for HRA: Willis Towers Watson PO Box 981156 El Paso, TX 79998-1156 Fax: 1.866.886.0878
Type of Welfare Plan	The Plan is a health plan covering only eligible retirees and their eligible dependents.

Plan Year	The Plan's records are kept on a calendar year ending each December 31. The Plan Year for the Employee Benefits Trust (described below) follows the fiscal year, July 1st-June 30th.
Agent for Service of Legal Process	The Plan Administrator is the designated agent for service of legal process on the Plan. In addition, service of legal process may be made upon any Trustee of the Tufts University Employee Benefits Trust.
Employee Benefits Trust	The Plan is financed by contributions from the University and from Plan participants. Beginning June 1, 1994, amounts needed to pay premiums/benefits under the Plan, may, in the sole discretion of the Plan Sponsor, be paid from the University's general assets or contributed to the Tufts University Employee Benefits Trust. The trustees of this trust are: Robbyn Dewar, Tufts University 200 Boston Avenue, Suite 1600, Medford, MA 02155 Lisa Halpert, Tufts University Tufts Administration Building, 169 Holland Street Somerville, MA 02144 James Hurley, Tufts University Tufts Administration Building, 169 Holland Street Somerville, MA 02144
Limitation of Liability	With respect to any prepaid or insured coverage option or other part of the Plan, liability for providing benefits resides solely with the insurance carrier or other provider issuing the applicable prepaid contract or insurance policy. Tufts University has no liability for retiree health insurance benefits due or claimed under any such contract or policy.
Plan Amendment or Termination	Tufts University has established the Plan with the intention and expectation that it will be continued indefinitely, but Tufts University shall not have any obligation whatsoever to maintain the Plan for any given length of time. Tufts University shall at any time, at its discretion, amend or terminate the Plan, in whole or in part, with respect to any or all of its provisions, including but not limited to participants' and/or beneficiaries' benefits, or contributions. No vested rights of any nature are provided under the Plan with the exception of a retiree's HSA account balance.

Maternity-NMHPA	Group health plans and health insurance issuers offering group health insurance coverage generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a normal vaginal delivery; or less than 96 hours following a cesarean section, or require that a provider obtain authorization from the plan or insurance issuer for prescribing a length of stay not in excess of the above periods. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours, as applicable).
QMCSO	Procedures relating to Qualified Medical Child Support Orders (QMCSOs) can be obtained from the Plan Administrator without charge.
GINA	The Genetic Information Nondiscrimination Act of 2008 ("GINA") protects Plan members against discrimination based on their genetic information.
Health Care Reform	Because this Plan covers only retirees and their eligible dependents it is exempt from health law changes mandated by Health Care Reform.

YOUR RIGHTS UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974

As a participant in the Tufts University Retiree Health Insurance Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). HSA benefits are not subject to ERISA and rights and protections described below. ERISA provides that all Plan participants shall be entitled to:

- examine, without charge, at the Plan Administrator's office, all plan documents governing the Plan, including insurance contracts offered under the Plan, and a copy of the latest annual report (Form 5500), if any, filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room at the Employee Benefits and Security Administration;

- obtain copies of all documents governing the operation of the Plan, including insurance contracts offered under the Plan and copies of the latest annual report (Form 5500) and updated summary plan descriptions and other plan information upon written request to the Plan Administrator. The Administrator, may make a reasonable charge for the copies;

- receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to make available to each participant a copy of this summary financial report; and

- continue Group Health Coverage as described in this document.

In addition to creating rights for Plan participants, ERISA imposes duties upon people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries.

No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit from the Plan or exercising your rights under ERISA.

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

Under ERISA, there are steps you can take to enforce these rights. For instance, if you request materials from the plan and do not receive them within 30 days, you may file suit in federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the Plan Administrator's control.

If you have a claim for benefits that is denied or ignored in whole or in part, and if you have exhausted the claims procedures available to you under the Plan health coverage option, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a Medical Child Support Order, you may file suit in federal court. If it should happen that the Plan fiduciaries misuse the Plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court.

The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, NW, Washington, D.C. 20210.

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration (EBSA).

PROTECTING THE PRIVACY OF YOUR HEALTH INFORMATION

Under the Privacy and Security Regulations of the Health Insurance Portability and Accountability Act ("HIPAA"), the Plan is a "covered entity" and is subject to the requirements of the Privacy and Security Regulations published by the U.S. Department of Health and Human Services under HIPAA (the "Privacy Rule"), which place limits on how your health information may be used or disclosed. These include limits on how and when plan information may be shared with the University, as the Plan Sponsor and your employer.

The following provisions describe how the Plan may use and disclosure your protected health information ("PHI") and your rights to access and control your PHI. Your PHI includes demographic information that may identify you and relates to (i) health care services provided to you, (ii) payment for health care services provided to you, or (iii) your physical or mental health or condition, in the past, present, or future. This includes documentation that reveals your identity and your health status or payment issues, such as medical records, medical bills, claims data, and payment information.

These provisions are consistent with HIPAA's Privacy Rule requirements. HIPAA and its implementing regulations were modified by the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), the provisions of which are incorporated herein by reference.

Uses and Disclosures of PHI

The Plan cannot use or disclose your PHI other than as permitted or required by this Plan or as permitted or required by the Privacy Rule. However, the Plan may use or disclose your PHI for the following purposes, provided that the Plan does not use or disclose more PHI than is necessary for the intended purpose.

The Plan may use or disclose your PHI with your valid Authorization. For this purpose, an Authorization is your permission to use your PHI for a specific purpose or to disclose your PHI, for specific purposes, to another party. Some uses and disclosures require your oral Authorization and others require your written Authorization.

The Plan may use or disclose your PHI without your Authorization for the following purposes:

(a) The Plan may use or disclose PHI for Plan administration purposes, treatment, payment, or health care operations.

i. Payment includes activities by the Plan to determine or fulfill its responsibility to provide coverage and/or benefits to you.

ii. Health care operations include activities to manage and operate the Plan, as defined by the Privacy Rule.

(b) PHI may be disclosed to another party, known as a "Business Associate," such as *Tufts Health Plan*, if that other party agrees by contract to limit its use and disclosure of PHI to comply with the provisions of the Privacy Rule.

(c) Summary Health Information may be disclosed to the University, as the Plan Sponsor, for the purpose of obtaining premium bids for the Plan or for modifying, amending, or terminating the Plan. "Summary Health Information" is information that summarizes claims expenses and claims history and generally cannot be used to identify any particular *member.*

(d) PHI that does not identify any *member* may be disclosed for any purpose.

(e) The Plan may disclose to the University information on whether you are participating in the Plan (enrollment/disenrollment information).

(f) The Plan may disclose PHI to certain government entities for health oversight, workers' compensation, and law enforcement.

Duties of the Plan Sponsor

Before the Plan discloses any PHI to the University, as Plan Sponsor, the University agrees that with respect to any PHI (other than enrollment/disenrollment information and Summary Health Information, which are not subject to these restrictions) disclosed to it by the Plan, the Plan has been amended to incorporate the provisions set forth below and that the University agrees to comply with such provisions.

(a) The University agrees (i) to abide by the terms of the Plan regarding the permitted and required uses and disclosures of PHI and (ii) to comply with the Privacy Rule regarding the required use and disclosure of PHI.

(b) The University will ensure that any agent or subcontractor to whom it provides PHI received from the Plan agrees to abide by the same restrictions and conditions that apply to the University with respect to the PHI.

(c) The University will not use or disclose PHI for employment-related actions or decisions or in connection with any of its other employee benefits or employee benefit plans, unless authorized by a *member* or otherwise permitted by the Privacy Rule.

(d) The University will report to the Plan any improper use or disclosure of PHI of which it becomes aware.

(e) If feasible, once the University no longer needs PHI for its intended purpose, the University will return the PHI to the Plan or destroy all copies of the PHI. If such action is not feasible, the University will limit further use and disclosure

of PHI to those purposes that make the return or destruction of the information infeasible.

(f) The University will ensure that the adequate separation between the Plan and the University (i.e., the "firewall"), required by the Privacy Rule, is satisfied.

The University further agrees that if it creates, receives, maintains, or transmits any electronic PHI (other than enrollment/disenrollment information and Summary Health Information, which are not subject to these restrictions) on behalf of the Plan, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such electronic PHI agree to implement reasonable and appropriate security measures to protect the information. The University will report to the Plan any security incident of which it becomes aware.

Restricted Access to PHI

In order to maintain adequate separation between the Plan and the University, as Plan Sponsor and employer, employees in the following positions within the University will be the only employees who will have access to PHI received from the Plan for plan administration purposes:

(a) Employees working in the University's Benefits Office, or any other department involved in administration of the Plan, any Employee who has had Plan administration duties and responsibilities delegated to him/her by the Administrator, and any auditor, attorney or actuary, physician, vocational expert, or any other person or entity appointed to provide professional or administrative services to the Plan or to the Plan Sponsor in connection with the Plan.

(b) Such access to and use of PHI by these individuals is restricted to relevant Plan administration functions, including health care payment and operations and providing support for such functions.

(c) The University, as Plan Sponsor, shall establish an effective procedure for resolving any issues of noncompliance by any of the employees in the positions listed above in the event any such employee violates any of the provisions of this section.

The University will ensure that these provisions are supported by reasonable and appropriate security measures to the extent that the designees have access to electronic PHI. The University has appointed a Privacy and Security Officer to oversee development and implementation of procedures, compliance with procedures, and the training of the University's workforce that have access to PHI.

Your Rights under HIPAA Regarding your PHI

Under HIPAA, you have certain rights with respect to your PHI, including certain rights to see and copy the information, receive an accounting of certain disclosures of the information and, under certain circumstances, amend the information. You also have the right to file a complaint with the Plan or with the Secretary of the U.S. Department of Health and Human Services if you believe your rights under HIPAA have been violated. No one will discriminate against you or take any retaliatory actions for exercising your rights under HIPAA, provided you have a good faith belief that an act or practice violates HIPAA, you act in a reasonable manner, and do not disclose PHI in violation of HIPAA.

The Plan maintains a privacy notice, which provides a complete description of your rights under HIPAA's Privacy Rule and the permitted uses and disclosures of PHI. The notice will be provided for you at the intervals provided by law. In addition, you can find the notice on the University's benefits intranet site at http://hr.tufts.edu/benefits/. For a paper copy of the notice at any time, please contact Tufts Support Services (TSS). If you have questions about the privacy of your health information, please contact Tufts Support Services (TSS) or the University's designated Privacy and Security Officer identified in the notice.

ADDENDUM

BENEFITS FOR TENURED FACULTY MEMBERS OF TUSM THAT RETIRED UNDER 2007 AND 2013 EARLY RETIREMENT INCENTIVE PROGRAMS

Under Age 65 Program

If you are a former tenured faculty member of the Tufts University Medical School of Medicine that retired under a 2007 or 2013 early retirement incentive program offered by the University, then you will participate in the under age 65 program offered under the Retiree Health Plan on the same terms as other eligible retirees regardless of whether you met the Plan's general eligibility requirements, except that (1) the premiums paid by the University toward your coverage under the Plan will be includible in your gross income and (2) the University will contribute to your coverage in accordance with the following tables:

If you were a full-time tenured faculty member of the Tufts University School of Medicine with at least ten years of service who would attain age 60 on or prior to September 30, 2007, and you elect to retire effective July 1, 2007:	**You will not have to pay the cost of the coverage you elect for yourself but will have to pay the following amount:** You will pay 50% of the cost of any coverage you elect for your eligible dependents.
If you were a full-time tenured faculty member of the Tufts University School of Medicine, and you elect to retire or commence phased retirement effective July 1, 2013:	**You will not have to pay the cost of the coverage you elect for yourself for 10 years following your retirement but will have to pay the following amount:** You will pay 100% of the cost of any coverage you elect for your eligible dependents. **After the 10-year period ends, your age/service as an employee will determine if you and your spouse are eligible for a subsidy or HRA thereafter.**

Age 65 and Older Program

By law, former tenured faculty members of the Tufts University Medical School of Medicine that retired under an early retirement incentive program offered by the University are not eligible to participate in the HRA. Instead, you will receive your taxable University contribution in cash, and may use your cash payments to purchase Medigap plans offered through Via Benefits or to pay for or reimburse other IRS Section 213(d) eligible expenses. You must enroll through Via Benefits to be eligible for the contribution. If your spouse is receiving subsidized coverage, then he or she will receive a cash contribution as well as long as he/she enrolls through Via Benefits. It is the University's intention to provide an annual cash payment that is sufficient to allow you to purchase coverage that is comparable to the coverage you have received prior to January 1, 2018. The amount of the contribution will be determined and announced for each Plan Year.

Other Terms and Conditions of the Plan

Other terms and conditions of the Plan continue to apply to your benefits. This Addendum does not provide any additional rights not available under the Plan except as stated in this Addendum. While Tufts University's current intention is to continue the Plan indefinitely, it reserves the right, at its discretion, to amend or terminate the Plan in whole or in part at any time with respect to any provisions, including, but not limited to, benefits, contributions, or coverage. No vested rights of any nature are provided under the Plan (including this Addendum), with the exception of a retiree's HSA account balance.