MAINE GUARANTEED ACCESS REINSURANCE ASSOCIATION

AMENDED AND RESTATED PLAN OF OPERATION

Merged Individual and Small Group Markets
HPIS Program

Effective: January 1, 2024

Preface

Pursuant to Maine Public Law 2019, Chapter 653, "An Act To Enact the Made for Maine Health Coverage Act and Improve Health Choices in Maine," Maine Bureau of Insurance Rule 856 ("Rule 856") and with the approval of the U.S. Department of Health & Human Services dated July 15, 2022, Maine's high risk health reinsurance program provided through the Maine Guaranteed Access Reinsurance Association (MGARA), is being extended to a merged Individual Market and Small Group Market (referred to as the "Pooled Market") for plan years 2023 through 2027. This Amended and Restated Plan of Operation amends and restates MGARA's existing Plan of Operation to extend MGARA's reinsurance coverage to Small Group Health Plans as well as individual health insurance plans and implement the Pooled Market effective January 1, 2023.

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MGARA's enabling legislation is set forth at 24-A M.R.S. Chapter 54-A §§ 3951 – 3963 (the "Enabling Act"). MGARA's original Plan of Operation was adopted effective June 12, 2012 ("Original Plan"). Pursuant to legislative action, effective January 1, 2014, MGARA's operations were suspended during the pendency of the transitional reinsurance program pursuant to Section 1341 of the Patient Protection and Affordable Care Act ("Federal Program") in order to avoid redundancy with the Federal Program. Pursuant to such suspension, MGARA filed an Amended Plan of Operation with the Superintendent of Insurance on June 5, 2014 pursuant to 24-A M.R.S. §3962, which required MGARA to file with the Superintendent for approval an Amended Plan of Operation ("Suspension Plan") within 6 months following the implementation of the Federal Program.

On July 30, 2018, the State of Maine received approval from the United States Department of Health & Human Services, Centers for Medicare & Medicaid Services ("CMS") of its Application for State Innovation Waiver under Section 1332 of the Patient Protection and Affordable Care Act which is incorporated herein by reference ("Section 1332 Waiver Application"). On August 21, 2018 the State of Maine accepted the Section 1332 Waiver by executing and delivering to CMS the Specific Terms and Conditions of the Section 1332 Waiver, which are also incorporated herein by reference ("STCs"). The Section 1332 Waiver Application and the STCs are collectively referred to as the "Section 1332 Waiver".

On August 18, 2018, the MGARA Board approved the re-initiation of MGARA operations as of January 1, 2019, and the submission of an amended and restated Plan of Operation for approval by the Maine Superintendent of Insurance. In December 2018 MGARA received approval of its Amended and Restated Plan of Operation for a January 1, 2019 re-start of operations and has been operating under that plan from January 1, 2019 to the present.

Pursuant to Section 3958(1)(A-1) of the Enabling Act, as amended, the Board resolved on May 24, 2021 to convert the MGARA reinsurance program from the current prospective model to a retrospective model effective as of January 1, 2022.

Pursuant to Maine Public Law 2019, Chapter 653, "An Act To Enact the Made for Maine Health Coverage Act and Improve Health Choices in Maine," (the "Made for Maine Act") Maine Bureau of Insurance Rule 856 and with the approval of the U.S. Department of Health & Human Services dated July 15, 2022, MGARA's coverage was being extended to include Pooled Market plans effective as of January 1, 2023.

Pursuant to Made for Maine Act, MGARA is implementing the HPIS Program effective as of January 1, 2024 for the 2024 year.

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ARTICLE I NAME

1.1 The Maine Guaranteed Access Reinsurance Association, hereinafter referred to as the "Association" or "MGARA," is a Maine mutual benefit nonprofit corporation created pursuant to Titles 13-B and 24-A, Chapter 54-A of the Maine Revised Statutes.

ARTICLE II ASSOCIATION MEMBERS

2.1 The members of MGARA (each, a "Member Insurer") are Insurers (as defined herein) that offer either Individual Health Plans or Small Group Health Plans and are actively marketing Individual Health Plans or Small Group Health Plans in the State of Maine.

ARTICLE III PURPOSE

3.1 MGARA was established pursuant to Maine Public Law Chapter 90, "An Act to Modify Rating Practices for Individual and Small Group Health Plans and to Encourage Value-based Purchasing of Health Care Services", exclusively for the purpose of providing a reinsurance program for the higher risk segment of Maine's individual and small group health insurance market (the "Pooled Market") in order to reduce insurance costs in that market and assure availability of affordable health insurance to residents of the State of Maine by providing reinsurance of a significant portion of the coverage provided through individual and small group health insurance policies offered by its Member Insurers.

ARTICLE IV DEFINITIONS

4.1 For purposes of this Plan, the following terms shall have the definition hereinafter set forth:

"Administrator" means the organization selected by the Board for the fair, equitable and reasonable administration of MGARA pursuant to the applicable provisions of the Enabling Act.

"Annual Claims Report" is defined in Section 9.8.

"Association" is defined in Section 1.1.

"Attachment Point" is defined in Section 9.3.

"Board" is defined in Section 7.2.

"Board Petition" is defined in Section 14.6(d).

"Bureau" means the Maine Department of Professional and Financial Regulation, Bureau of Insurance.

"Business Day" means any day other than Saturday, Sunday or any other day on which banks in the State of Maine are permitted or required to be closed.

"Claims Reports" is defined in Section 9.8.

"CMS" is defined in the Preface.

"Coinsurance Rate" is defined in Section 9.3.

"Covered Person" means an individual covered as a policyholder, participant or Dependent under an Eligible Health Plan.

"Deficit Assessment" is defined in Section 10.3.

"Dependent" means a spouse, a domestic partner as defined in 24 M.R.S. § 2319-A and 24-A M.R.S. §§ 2741-A and 4249, or a child under 26 years of age.

"Dispute Notice" is defined in Section 14.6(b).

"Eligible Claims" is defined in Section 9.7.

"Eligible Health Plan" is defined in Sections 9.1 and 9.2.

"Enabling Act" means the Maine Guaranteed Access Reinsurance Association Act, 24-A M.R.S. Chapter 54-A §§ 3951 et seq.

"Enrolled Person" is defined in Section 10.2.

"Executive Dispute Process" is defined in Section 14.6(b).

"Federal Pass-Through Payments" means payments made by CMS and/or the United States Treasury Department pursuant to the Federal Program and the Section 1332 Waiver.

"Federal Program" is defined in the Preface.

"Health Maintenance Organization" means an organization authorized under 24-A M.R.S. Chapter 56 to operate a health maintenance organization in this State.

"IBNR" means losses that have been incurred but not reported.

"Implementation Year" means the first calendar year in which the Individual Market and Small Group Markets are pooled pursuant to Rule 856, i.e. the calendar year 2023.

"Individual Health Plan" is defined in 24-A M.R.S. § 2736-C(1)(c).

"Individual Market" means the market for Individual Health Plans in the State of Maine.

"Insurance Code" means the Maine Insurance Code, M.R.S. Title 24-A.

"Insurer" means an entity that is authorized to write medical insurance or that provides medical insurance in the State of Maine, including an insurance company, a nonprofit hospital and medical service organization, a fraternal benefit society, a health maintenance organization, a self-insured employer subject to state regulation as described in 24-A M.R.S. §2848-A, a Third Party Administrator, a multiple-employer welfare arrangement, a reinsurer that reinsures health insurance in the State of Maine, a captive insurance company established pursuant to Chapter 83 of the Insurance Code that insures the health coverage risks of its members, the Dirigo Health Program established in Chapter 87 of the Insurance Code, or any other state-sponsored health benefit program whether fully insured or self-funded.

"Investment Policy" is defined in Section 11.5.

"Joint Standing Committee" means the joint standing committee of the Maine State Legislature having jurisdiction over health insurance matters.

"Legal Committee Hearing" is defined in Section 14.6(c).

"Medical Insurance" means a hospital and medical expense-incurred policy, nonprofit hospital and medical service plan, health maintenance organization subscriber contract or other health care plan or arrangement that pays for or furnishes medical or health care services whether by insurance or otherwise, whether sold as an individual or group policy. "Medical Insurance" does not include accidental injury, specified disease, hospital indemnity, dental, vision, disability income, Medicare supplement, long-term care or other limited benefit health insurance or credit insurance; coverage issued as a supplement to liability insurance; insurance arising out of workers' compensation or similar law; automobile medical payment insurance; or insurance under which benefits are payable with or without regard to fault and that is statutorily required to be contained in any liability insurance policy or equivalent self-insurance.

"Medicare" means coverage under both Parts A and B of Title XVIII of the federal Social Security Act, 42 United States Code, Section 1395 et seq., as amended.

"Member Insurer" is defined in Section 2.1.

"Nonprofit Act" means the Maine Nonprofit Corporation Act, M.R.S. Title 13-B.

"Open Claims Report" is defined in Section 9.8(b).

"Organizational Assessment" is defined in Section 10.1.

"Petition" is defined in Section 14.6(c).

"Pooled Market" is defined in the Preface and Section 3.1.

"Pooled Market Health Plan" means any Individual Health Plan or Small Group Health Plan, as defined in 24-A M.R.S. §§ 2736-C(1)(C) and 2808-B(1)(G), issued or renewed in this State during or after the Implementation Year, other than a multiple-employer plan that has been approved as a separate rating pool under 24-A M.R.S. §2808-B(2)(E).

"Quarterly Assessment Report" is defined in Section 10.6(b).

"Quarterly Claims Report" is defined in Section 9.8.

"Regular Assessment" is defined in Section 10.2.

"Reinsurance Layer" is defined in Section 9.3.

"Reinsurance Limit" is defined in Section 9.3.

"Reinsurance Program" is defined in Section 9.1.

"Reinsurance Reimbursement" is defined in Section 9.4 and refers to the reinsurance proceeds to which the Member Insurers are entitled under the Enabling Act upon compliance with the terms and conditions thereof and the terms and conditions of this Plan.

"Reinsurance Thresholds" is defined in Section 9.3.

"Reinsured Losses" is defined in Section 9.3.

"Reinsurer" means an insurer from whom a person providing health insurance for a resident procures insurance for itself with the insurer with respect to all or part of the medical insurance risk of the person. "Reinsurer" includes an insurer that provides employee benefits excess insurance.

"Resident" has the same meaning as in 24-A M.R.S § 2736-C(1)(C-2).

"Rule 856" is defined in the recitals.

"Section 1332 Reporting" is defined in Section 6.5.

"Section 1332 Waiver" is defined in the Preface.

"Section 1332 Waiver Application" is defined in the Preface.

"Small Group Health Plan " means small group health plans as defined in 24-A M.R.S. §2808-B(1)(G).

"Small Group Market" means the market \for Small Group Health Plans in the State of Maine.

"STCs" is defined in the Preface.

"Superintendent" means the Superintendent of Insurance of the State of Maine.

"Suspension Plan" is defined in the Preface.

"Third Party Administrator" means an entity that is paying or processing medical insurance claims for a resident.

The term "year" refers to a calendar year unless otherwise specified.

4.2 Construction.

(a) Headings and the rendering of text in bold and/or italics are for convenience and reference purposes only and do not affect the meaning or interpretation of this Plan.

(b) A reference to an Exhibit, Schedule, Article, Section or other provision shall be, unless otherwise specified, to exhibits, schedules, articles, sections or other provisions of this Plan, which exhibits and schedules are incorporated herein by reference.

(c) Any reference in this Plan to another document shall be construed as a reference to that other document as the same may have been, or may from time to time be, varied, amended, supplemented, substituted, novated, assigned or otherwise revised.

(d) Any reference to "this Plan," "herein," "hereof" or "hereunder" shall be deemed to be a reference to this Plan as a whole and not limited to the particular Article, Section, Exhibit, Schedule or provision in which the relevant reference appears and to this Plan as varied, amended, supplemented, substituted, novated, assigned or otherwise transferred from time to time.

(e) References to the term "includes" or "including" shall mean "includes, without limitation" or "including, without limitation."

(f) Words importing the singular include the plural and vice versa and the masculine, feminine and neuter genders include all genders.

(g) If the time for performing an obligation under this Plan occurs or expires on a day that is not a Business Day, the time for performance of such obligation shall be extended until the next succeeding Business Day.

(h) References to any statute, code or statutory provision are to be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or reenacted, and include references to all bylaws, instruments, orders and regulations for the time being made thereunder or deriving validity therefrom unless the context otherwise requires.

(i) References to "assessment" shall refer to Organizational Assessments, Regular Assessments and Deficit Assessments, as the context requires.

(j) References to "primary coverage" shall mean the coverage provided by Member Insurer to a Covered Person under an Eligible Health Plan.

ARTICLE V POWERS OF MGARA

5.1 MGARA shall have the powers and authority granted by the Nonprofit Act and the Enabling Act.

ARTICLE VI PLAN OF OPERATION AND FUNDING MODEL

6.1 MGARA shall perform its functions pursuant to and in accordance with this Plan of Operation, the Enabling Act and the Section 1332 Waiver. This Plan is intended to assure the fair, reasonable and equitable administration of MGARA's Reinsurance Program. This Plan shall be effective upon the adoption by the Board and approval of the Superintendent.

6.2 MGARA's funding model is summarized in the following Table.

Funding Mechanism	Description
Base Market Assessment	Assessment to health insurers and third party administrators based on the number of insured lives covered by each at a rate of up to $4 per Enrolled Person per month ("PMPM") for all insureds in the Individual, Small Group, Large Group and Self-insured Markets (excluding State and Federal employees)
Deficit Assessment	Optional Assessments to cover any net losses – up to a maximum of $2 PMPM assessed to health insurers based on the number of insured lives covered by each as required under Section 3957(5) of the Enabling Act.
Federal Pass-Through Payments	Payments made by CMS and the US Treasury Department pursuant to the Section 1332 Waiver.

6.3 Pursuant to the Section 1332 Waiver, the State of Maine is to receive Federal Pass-Through Payments in an amount equal to the net reduction in federal expenditures due to the operation of the MGARA Reinsurance Program each year during the term of the Section 1332 Waiver. Federal Pass-Through Payments will be made directly to MGARA under the Section 1332 Waiver.

6.4 MGARA shall develop procedures to support the State of Maine's required periodic reporting to CMS pursuant to the Section 1332 Waiver, including:

(a) Required quarterly, annual and cumulative targets for the scope of coverage requirement, the affordability requirement, the comprehensive requirement, and the federal deficit requirement - 45 CFR 155.1308(f)(4);

(b) Quarterly reports - 45 CFR 155.1324(a); and

(c) Annual reports - 45 CFR 155.1324(b)

(collectively referred to as "Section 1332 Reporting").

ARTICLE VII GOVERNANCE

7.1 Governing Documents. The activities of MGARA shall be governed pursuant to and in accordance with the Nonprofit Act and the Enabling Act, the Articles of Incorporation and Bylaws of MGARA, and this Plan. In the event of a conflict between this Plan and any of the Enabling Act, the Nonprofit Act, the Bylaws, or the Articles, then the Enabling Act, the Nonprofit Act, the Articles, or the Bylaws, as applicable, shall control. MGARA's Articles of Incorporation are attached hereto as Exhibit B, and its Bylaws are attached hereto as Exhibit C.

7.2 Board of Directors. MGARA is governed by a Board of Directors (the "Board") appointed by the Superintendent and Member Insurers as provided in MGARA's Articles of Incorporation and Section 3953(2) of the Enabling Act.

7.3 Committees. The Board may establish and appoint its members (or other persons) to any of the committees described in Article IV, Section 2 of MGARA's Bylaws, or otherwise established by the Board. A written record of the proceedings of each committee shall be maintained by a secretary appointed from the membership of the committee. The Board shall, at a minimum, establish the following Committees, which shall have the responsibilities and scope of authority and operation set forth under its name below.

(a) Actuarial Committee – The duties of the Actuarial Committee are to:

(1) Recommend to the Board appropriate Reinsurance Thresholds and Coinsurance Rates, as well as reinsurance premium rates (if any); and

(2) Review, determine and report to the Board the incurred claim losses of MGARA, including amounts for IBNR.

(b) Operations Committee – The duties of the Operations Committee are to:

(1) Provide oversight of the Administrator's performance of its functions and responsibilities;

(2) Periodically review this Plan and the operation and implementation of MGARA's Reinsurance Program and make recommendations to the Board regarding amendments or changes to this Plan and/or the Reinsurance Program;

(3) Provide administrative interpretation as to the intent of the Plan and provide administrative direction of issues referred to the Board by the Administrator or the Member Insurers; and

(4) Identify items for which operating rules are needed and propose such rules for adoption by the Board.

(c) Audit Committee – The duties of the Audit Committee are to:

(1) Develop a uniform audit program to be utilized to conduct a review of agreed upon procedures between the Member Insurers and MGARA that assures compliance with the provisions of this Plan;

(2) Establish standards of acceptability for the selection of independent auditors or consultants;

(3) Assist the Board in the selection of an independent auditor for the annual audit of MGARA's financial statements; and

(4) Assist the Board in the review of the reports prepared by the independent auditors in conjunction with subsections (i) and (iii) above, and any other audit-related matters the Board deems necessary.

(d) Legal Committee – The duties of the Legal Committee are to:

(1) Coordinate with legal counsel, as needed, on routine legal matters relating to MGARA's operations, including proposed contracts and operational practices;

(2) Be familiar with, and provide assistance to the Board concerning, litigation and other disputes involving MGARA and its operations;

(3) Participate in the dispute resolution procedures set forth in Section 14.6 hereof; and

(4) Assist the Board in other legal-related matters as appropriate.

Any or all Committees may be organized as committees of the whole Board, as determined by the Board.

7.4 Policies. The Board shall adopt and implement policies governing the conduct of members of the Board. These shall include the following policies, in addition to any others that may be adopted from time to time at the Board's discretion.

(a) Conflict of Interest Policy. The Conflict of Interest Policy shall be designed to avoid improper conflicts of interest in the actions of and decisions by directors, officers and employees of MGARA.

(b) Confidentiality Policy. The Confidentiality Policy shall be designed to protect MGARA's confidential information from improper disclosure.

(c) Whistleblower Policy. The Whistleblower Policy shall be designed to protect directors, officers, and employees of MGARA from retaliation or victimization for raising, in good faith, concerns or complaints that activities of MGARA, or the action or inaction of its directors, officers, employees or contracted agents, are improper or unlawful.

(d) Reimbursement Policy. The Reimbursement Policy shall be designed to reimburse members of the Board for expenses they incur while fulfilling their duties as directors of MGARA while limiting costs to MGARA and its Member Insurers.

7.5 Annual Meeting. An annual meeting of the Board shall be held on the second Tuesday in April of each year unless the Board designates some other date and time. At the annual meeting, the Board shall:

(a) Review this Plan of Operation and submit proposed amendments, if any, to the Superintendent for approval.

(b) Review the annual audited financial statements for MGARA and such other annual reports as the Board may require from the Administrator regarding the financial position of MGARA, the operation of the Reinsurance Program and all other material matters, as determined by the Board.

(c) Review reports of the committees established by the Board.

(d) Determine whether any technical corrections and amendments to the Enabling Act should be proposed by MGARA.

(e) Review and duly consider the performance of MGARA in support of its purpose.

(f) Review the Reinsurance Thresholds and Coinsurance Rates (and rates for MGARA's Reinsurance Program, if any).

(g) Review MGARA's administration expenses, incurred losses and IBNR and related reserves.

(h) Determine if any Regular Assessment or Deficit Assessment is necessary and establish the rate for such assessments.

(i) Review, consider and act on any matters deemed by the Board to be necessary and proper for the administration of MGARA.

ARTICLE VIII ADMINISTRATOR

8.1 Role. The Administrator performs administrative functions associated with the operations of MGARA as delegated by the Board to the Administrator. The Administrator is responsible, together with the Board, for the fair, equitable and reasonable administration of the Reinsurance Program.

8.2 Selection. The Administrator shall be selected by the Board through a competitive bidding process and shall serve pursuant to the terms of a contract with MGARA that complies with the requirements of §3956(2) of the Enabling Act and Section 8.5 hereof.

8.3 Statutory Duties. The Administrator shall perform the following functions under the supervision of, and as directed by, the Board.

(a) Perform all administrative functions relating to MGARA, as required or directed by the Board, including the functions more particularly described in Section 8.4 below;

(b) Submit regular reports to the Board regarding the operation of MGARA, with the frequency, content and form of such reports to be as determined by the Board;

(c) Following the close of each calendar year, determine reinsurance premiums (if any) less any administrative expense allowance, the expense of administration pertaining to the reinsurance operations of MGARA and the incurred losses of the year, and report this information to the Superintendent; and

(d) Pay reinsurance amounts as provided for in this Plan.

8.4 Board-Determined Functions. The Board shall, from time to time, in its discretion, assign to the Administrator such functions as the Board determines necessary or appropriate in connection with the proper administration of the business of MGARA, which may include, but shall not be limited to, the following:

(a) Organizational Assistance. The Administrator shall assist the Board and its professional service providers in organizing and implementing the operations of MGARA consistent with this Plan and the Enabling Act. The Administrator shall be charged with working with the Board and other professional service providers to expedite the foregoing, including:

(i) Assisting the Board in developing financial modeling and determination of appropriate Reinsurance Thresholds and Coinsurance Rates, levels of assessments and premiums, if any;

(ii) Assisting the Board in selection and development of a work plan for actuarial support;

(iii) Assisting the Board in developing rules, protocols and other requirements associated with claims submission and reporting by Member Insurers; and

(iv) Analysis of potential reinsurance of MGARA's claims exposure and assisting the Board with the structuring of any such reinsurance.

(b) Management Services. The Administrator shall be responsible for managing all aspects of MGARA's Reinsurance Program, under the direction of the Board, and working in conjunction with the other professional service providers retained by MGARA, and shall ensure the efficient and effective operation of MGARA, respond to the needs of Member Insurers, coordinate service providers and assure compliance with all applicable laws, rules and regulations.

The scope of management services shall be determined by the Board from time to time in its discretion, and may include, but shall not be limited to, the following:

(i) Administration of the day-to-day operations of MGARA;

(ii) Implementation and oversight of the Reinsurance Program;

(iii) Implementation and oversight of the assessment process, including assessment calculation, billing, processing and collection;

(iv) Work with Member Insurers in the implementation and administration of the Reinsurance Program, including collection of premium (if any) and submission and processing of claims for reimbursement, as more specifically described below;

(v) Assisting the Board and MGARA's actuarial consultants in the determination of assessment levels, premiums (if any) and all financial modeling associated therewith, including the provision of all data necessary for actuarial analysis of the Reinsurance Program and determination of appropriate assessments and premiums (if any);

(vi) Establish procedures and install and maintain the systems needed to properly administer the operations of MGARA in accordance with the Enabling Act, any rules or regulations issued by the Bureau, this Plan and the directives of the Board;

(vii) Assemble and file all reports required under applicable laws, rules and regulations, together with any other required filings and reports which are not within the expertise or contracted services of any service provider (e.g., any rate and policy form filings with the Bureau);

(viii) Prepare and file for approval all insurance policy forms and endorsements needed from time to time for the operation of the Reinsurance Program, if any (reviewed annually for necessary modifications based on experience, change in operations or change in laws and regulations);

(ix) Monitor and propose to the Board, for its consideration, any needed revisions to this Plan;

(x) Act as a communications resource for Member Insurers regarding the Reinsurance Program;

(xi) Prepare Board required reports and maintain all records pertaining to MGARA and the operation of its business in accordance with record retention policies adopted by the Board; and

(xii) Provide all necessary assistance to the Board and the Superintendent with respect to Section 1332 Reporting.

(c) Financial Services. The Administrator shall be responsible for managing the financial affairs of MGARA. The scope of financial services shall be determined by the Board, from time to time, in its discretion, and may include, but shall not be limited to, the following:

(i) Provision of all finance and accounting services necessary for the operation of the Reinsurance Program, as described herein;

(ii) Preparation and maintenance of all financial information and reports of MGARA, including timely preparation and presentation to the Board of accurate, easy-to-understand quarterly financial reports, and such interim reporting as the Board may direct;

(iii) Maintain general ledger systems and administer all accounts payable and accounts receivable;

(iv) Budget preparation, implementation and monitoring;

(v) Maintenance of and accounting for Association funds;

(vi) Management of billing, payment, and collection process for assessments and premiums (if any);

(vii) Working with MGARA's independent accountants in the preparation of its annual audited financial statements, and managing the certification and filing with any necessary state and federal authorities;

(viii) Establish on behalf of MGARA one or more bank accounts for the transaction of Association business, as approved by the Board. Recommend to the Board and implement, from time to time, appropriate procedures for cash management and short-term investment with the financial institutions(s)

designated by the Board. Deposit all cash collected on behalf of MGARA in the established bank account(s) on a timely basis;

(ix) Recommend to the Board and apply for, from time to time, appropriate grants or other sources of funding or credits;

(x) Perform Reinsurance Reimbursement consistent with this Plan;

(xi) Issue checks or drafts on and/or approve charges against bank accounts of MGARA;

(xii) Collect and provide all information required in order to calculate assessments in accordance with this Plan;

(xiii) Invest available cash in accordance with investment guidelines approved by the Board and report to the Board all cash management and investment activities results;

(xiv) Assist MGARA in establishing and maintaining any necessary lines of credit or other credit facilities necessary for the operation of MGARA's business, as determined by the Board; and

(xv) Perform other necessary functions as directed by the Board.

(d) Technology and Systems. The Administrator shall be responsible for installing, managing and operating all information technology and related systems necessary for the effective and efficient operation of MGARA's Reinsurance Program. The scope of technology and systems services shall be determined by the Board, from time to time, in its discretion, and may include, but shall not be limited to, the following:

(i) Provide all necessary technology, systems, software and related support required in connection with MGARA's operations;

(ii) Implement and maintain information and network security controls reasonably designed to safeguard the confidentiality of MGARA's records and information, protect against any anticipated threats or hazards to the security or integrity of such records, and protect against unauthorized access to or use of such records or information that could result in harm or inconvenience to MGARA, Member Insurers, or Covered Persons;

(iii) Create, host, maintain and update MGARA's website, with basic public information and public relations data on MGARA; and

(iv) Maintain a complete database of all information related to the business of MGARA and the Reinsurance Program, including Insurers, Member Insurers, assessments, billing and collection, claims payments, Section 1332 Waiver administration, including accessing the federal PMS on behalf of MGARA, and such other information as is relevant to MGARA's operations.

(e) Planning and Compliance. The Administrator shall be responsible for assisting the Board with planning and working with the Board and its professional service providers regarding compliance with all applicable laws, rules and regulations, as well as the requirements of this Plan. The scope of planning and compliance services shall be determined by the Board, from time to time, in its discretion, and may include, but shall not be limited to, the following:

(i) Serve the Board in an advisory capacity, developing recommendations and submitting reports as needed or requested; and

(ii) Work with MGARA's legal counsel to maintain compliance by MGARA with all laws and regulations applicable to MGARA and the operation of the Reinsurance Program, including without limitation all filing and reporting requirements, and with the provisions of the Enabling Act, its Bylaws and this Plan.

(f) Government and Public Relations. The Administrator shall be responsible for assisting the Board with government and public relations. The scope of government and public relations services shall be determined by the Board, from time to time, in its discretion, and may include, but shall not be limited to, assisting the Board with regulatory, governmental and public relations matters, as directed by the Board.

8.5 Administrator Contract. Subject to the provisions of the Enabling Act, the Board shall have responsibility for determining the terms and conditions of the contract with the Administrator, including without limitation the compensation paid to the Administrator for its services. The contract shall provide, at a minimum, for reimbursement to the Administrator for its direct and indirect expenses incurred in the performance of its services, as provided in §3956(4) of the Enabling Act.

8.6 Subcontracted Services. The Administrator shall not subcontract for any services except to the extent expressly permitted pursuant to the terms of its contract with MGARA.

8.7 Confidentiality. The Administrator shall maintain the confidentiality of all information pertaining to Insurers and/or Covered Persons in accordance herewith and pursuant to all applicable federal and state statutes, regulations and principles of common law pertaining to confidentiality and trade secrets. Such information shall be used only for the purposes necessary for the operation of MGARA and shall be strictly segregated from other records, data or operations of the Administrator. Unless specifically required by this Plan or by the Enabling Act, no information that identifies a specific Covered Person shall be retained or used by the Administrator or disclosed to any third party.

ARTICLE IX REINSURANCE PROGRAM

9.1 Reinsurance Program. MGARA shall provide reinsurance in accordance with the requirements of the Enabling Act, Rule 856 and this Plan (the "Reinsurance Program"). The Reinsurance Program shall be operated on a calendar year basis with all Eligible Health Plans in force during a calendar year being eligible for participation in the Reinsurance Program to the extent of any Eligible Claims. For Small Group Health Plans issued on other than a calendar year basis, during the Implementation Year, Small Group Health Plans shall be eligible for the Reinsurance Program and shall be included as an "Eligible Health Plan" from and after the inception or renewal date of the Small Group Health Plan first occurring during the Implementation Year. Except as provided in the preceding sentence, the Reinsurance Thresholds, Coinsurance Rate, and Reinsurance Limit applicable in a given calendar year apply identically to all Eligible Health Plans in force during such calendar year, regardless of the date of inception or renewal date of any Eligible Health Plan within such calendar year.

9.2 Eligible Health Plans. Upon request by the Administrator, each Member Insurer shall provide to MGARA a summary of each Pooled Market Health Plan offered by the Member Insurer in the Pooled Market in the State of Maine during a calendar year in which the Reinsurance Program is operated (each, an "Eligible Health Plan"); and if requested by the Administrator, a copy of each new Eligible Health Plan, and each amendment, change or revision to any existing plan, shall be provided within sixty (60) days following such request.

9.3 Reinsurance Provided. The reinsurance provided under the retrospective program will reimburse Member Insurers at the applicable Coinsurance Rate based on the total Eligible Claims for each Covered Person under an

Eligible Health Plan in force during each calendar year, subject to the applicable Reinsurance Threshold. Entitlement to reinsurance is determined on a cumulative per Covered Person basis, and not on a per claim basis. The Reinsurance Thresholds and Coinsurance Rate are as follows:

(a) Reinsurance Thresholds. The reinsurance provided hereunder shall reimburse Member Insurers at the Coinsurance Rate for Eligible Claims payments actually paid by the Member Insurer on account of a given Covered Person that meet or exceed the attachment point set forth on Exhibit A hereto ("Attachment Point") and are not in excess of the reinsurance limit set forth on Exhibit A hereto ("Reinsurance Limit"). There is no entitlement to reinsurance payments for Eligible Claims payments below the Attachment Point or above the Reinsurance Limit per Covered Person. The Attachment Point and Reinsurance Limit are referred to collectively as the "Reinsurance Thresholds". Eligible Claims payments within the Reinsurance Thresholds are referred to as "Reinsured Losses."

(b) Coinsurance Rate. The rate of reinsurance payments ("Coinsurance Rate") is the coinsurance rate percentage set forth on Exhibit A hereto, applied to claims payments within the Reinsurance Thresholds.

(c) Annual Exhibit A Update. The Reinsurance Thresholds and Coinsurance Rate are subject to annual adjustment, as set forth in Section 9.5 below. Each annual adjustment shall be entered on Exhibit A for the relevant calendar year and the revised Exhibit A will be promptly distributed to the Member Insurers.

9.4 Reinsurance Reimbursement. MGARA shall pay reinsurance payments to Member Insurers as follows:

(a) Quarterly Payments. MGARA shall reimburse Member Insurers on a calendar quarter basis at the Coinsurance Rate for Reinsured Losses ("Reinsurance Reimbursement"). Reinsurance Reimbursement shall be paid as promptly as reasonably possible following the submission of Claims Reports.

(b) Annual Payments. On or before June 30 of each calendar year the Member Insurers shall submit to MGARA a final Claims Report for all Eligible Claims for the preceding calendar year. On or before July 31 of each calendar year a final adjudication of Reinsured Losses for the preceding calendar year shall be conducted and final payment of reimbursement for Reinsured Losses shall be made to Member Insurers, subject to the provisions set forth in Section 9.8(b) below regarding claims included in an Open Claims Report. For the avoidance of doubt, the Claims Report submission

deadlines apply identically to all Eligible Health Plans, regardless of the date of inception or renewal of any Eligible Health Plan within the relevant calendar year.

9.5 Annual Determination of Reinsurance Thresholds and Coinsurance Rate. On an annual basis, the Board will determine the applicable Reinsurance Thresholds and Coinsurance Rate and submit the same to the Bureau for approval as an amendment to this Plan of Operation. The Association will exercise commercially reasonable efforts to notify Member Insurers of annual changes in the Reinsurance Thresholds and Coinsurance Rate prior to March 31 of each year for the following calendar year, and will in any event will notify Member Insurers not later than July 31 of each year for the following calendar year, except to the extent there are changes in federal or state laws, rules or regulations, or interpretations or applications thereof, that, in the Board's discretion, necessitate a later notification of adjustment; provided, however, that the Association will exercise commercially reasonable efforts to collaborate with the Member Insurers and the Bureau to determine and notify Member Insurers of any adjustments as early as reasonably possible in order to facilitate an orderly rate filing and determination process.

9.6 Premium Calculation and Payment. MGARA reserves the right (subject to approval by the Bureau) to amend this Plan to provide for the payment of premiums as a condition to participation in the Reinsurance Program. Any such change will be made at the same time as the annual determination of Reinsurance Thresholds and Coinsurance Rate pursuant to Section 9.4 above.

9.7 Eligible Claims. "Eligible Claims" are only those amounts that are actually paid by a Member Insurer for benefits provided to a Covered Person for the applicable calendar year pursuant to an Eligible Health Plan. Eligible Claims do not include such amounts as administrative expenses, attorneys' fees, or non-medical benefits. Eligible Claims do not include:

(a) Claim expenses or salaries paid to employees of the Member Insurer who are not providers of health care services;

(b) Court costs, attorney's fees or other legal expenses;

(c) Claim expenses incurred as a result of the investigation of any submitted claims prior to payment;

(d) Any amount paid by the Member Insurer for (i) punitive or exemplary damages; (ii) compensatory or other damages awarded to any Covered Person, arising out of the conduct of the Member Insurer in the investigation, trial, or settlement of any claim or failure to pay or delay in payment of any benefits under any policy; or (iii) the operation of any managed care, cost containment, or related programs;

(e) Any statutory penalty imposed upon a Member Insurer, whether on account of any unfair trade practice, any unfair insurance practice, or otherwise;

(f) Non-medical benefits, such as stand-alone dental, vision, disability, or other non-medical benefits or services; provided, however, that coverages embedded in the Health Plan, such as pediatric dental and vision or non-EHB adult vision are included in Eligible Claims;

(g) Claims expenses in excess of the HPIS Limit, as set forth in Article XIII below; or

(h) Claims expenses that are subject to reimbursement through any other reinsurance agreement, plan or program.

9.8 Claims Reporting.

(a) Member Insurers shall provide a report of all Eligible Claims to MGARA on a calendar quarter basis within 20 days following the end of each calendar quarter in a form approved by the Board ("Quarterly Claims Reports"). A final Claims Report shall be submitted on or before July 20 with a June 30 cut-off date for each calendar year for all Eligible Claims for the preceding calendar year ("Annual Claims Report" and generically referred to together with the Quarterly Claims Reports as "Claims Reports"). Claims Reports shall be in a form approved by MGARA and shall contain the following information for each claim reported:

(i) the Covered Person's name;

(ii) the Covered Person's identification number;

(iii) the Covered Person's date of birth;

(iv) the claim incurred date and paid date;

(v) any claim payment and the reinsurance claim amount;

(vi) any reversals of claims payments previously reported;

(vii) any other reinsurance, subrogation or other reimbursement amounts received by the Member Insurer with respect to a reported claim;

(viii) for Small Group Health Plans, the employer's name and identifying information as required by the Administrator; and

(ix) such other information as may be required by the Board.

(b) Open Claims. Together with the Annual Claims Report, Member Insurers shall submit to MGARA a list of any claim that remains open for the preceding calendar year that the Member Insurer projects is reasonably likely to meet or exceed the Reinsurance Thresholds, together with an estimate of expected payments associated with the relevant open claim ("Open Claims Report"). Claims reported as open claims shall be eligible for reimbursement at such time as Reinsured Losses are finally determined, subject to a final cut-off date of September 30 of the year in which the applicable Annual Claims Report was due. The final Claims Reports on Open Claims is due October 20. Any claims (i) for which Reinsured Losses are not finally determined and submitted for Reinsurance Reimbursement by July 20, and (ii) that are not included in the Open Claims Report and submitted for reimbursement by October 20, shall not be eligible for Reinsurance Reimbursement.

(c) Additional Reporting. MGARA reserves the right to require additional reporting from Member Insurers as the Board deems appropriate from time to time.

9.9 Conduct of Member Insurers.

(a) Member Insurers shall promptly investigate, settle, defend and take other appropriate action on all claims arising under the risks reinsured in a manner consistent with the Member Insurer's non-reinsured business, without regard to whether claims are eligible for Reinsurance Reimbursement by MGARA. Upon the request of MGARA, Member Insurers shall promptly forward to MGARA copies of such reports of investigation.

(b) Member Insurers shall adjudicate all claims subject to Reinsurance Reimbursement by MGARA in a manner consistent with the Member Insurer's non-reinsured business, without regard to whether claims are eligible for Reinsurance Reimbursement by MGARA.

(c) Each Member Insurer shall use its cost containment programs to control costs on reinsured business to the same extent it would use such programs on its non-reinsured business, including but not limited to utilization review, individual case management, preferred provider arrangements, claims processing and other methods of operation on the same basis as the Member Insurer's non-reinsured business, without regard to whether claims are eligible for Reinsurance Reimbursement by MGARA.

(d) Failure to satisfy the requirements of Sections 9.9(a), (b) and (c) may result in the denial or reduction of reinsurance claim payments, as

determined by the Administrator. Disagreements regarding denial of claims for Reinsurance Reimbursement may be appealed to the Board for a final and binding determination pursuant to the provisions of Section 14.6 hereof.

(e) MGARA shall have the right, at its own expense, to participate jointly with a Member Insurer in the investigation, adjustment or defense of any primary coverage claim. Notwithstanding any such participation, the investigation, adjustment and defense of claims shall remain the responsibility of the Member Insurer, and any such participation shall in no way prejudice MGARA's rights to deny or reduce reinsurance claims payments pursuant to Section 9.9(d) above.

(f) MGARA shall have the right (1) to inspect the records of the Member Insurer in connection with Eligible Health Plans or claims reimbursed by MGARA and (2) to request Member Insurers to provide to MGARA records, data, or other information relevant to the operation of MGARA. Member Insurers shall submit to MGARA any additional information within their possession or control that MGARA may request in connection with claims submitted to MGARA for Reinsurance Reimbursement or otherwise in connection with the operation of MGARA. Member Insurers shall exercise reasonable efforts to secure necessary authorization from Covered Person(s) for this purpose, such as including MGARA, or reinsurers generally, in any information disclosure authorizations.

(g) All information disclosed to MGARA by the Member Insurer or to the Member Insurer by MGARA in connection with operations pursuant to this Plan shall be considered by both the Member Insurer and MGARA to be confidential information.

(h) In the event that the Member Insurer is reimbursed by another party for claims previously reimbursed by MGARA, the Member Insurer shall reimburse MGARA for the amount of any duplicate reimbursement from sources such as co-ordination of benefits, excess loss reinsurance obtained by the carrier, and payments under the federal high cost risk pool, to the extent such are applicable. The Member Insurer shall execute and deliver any instruments and otherwise undertake any actions necessary in order to preserve and secure its right to reimbursement from third parties, including notifying MGARA of any actions that may be required by MGARA.

(i) Member Insurers shall pay claims that are subject to Reinsurance Reimbursement on the same basis as the Member Insurer's non-reinsured claims, and shall not delay payment of otherwise valid claims due to such claims' being subject to Reinsurance Reimbursement by MGARA.

9.10 Audit and Inspection Rights. As a condition of each Member Insurer's membership in MGARA and as a condition of the Member Insurer's ability to obtain Reinsurance Reimbursement by MGARA, MGARA shall have the following audit and inspection rights:

(a) At any time and from time to time upon reasonable advance notice to any Member Insurer, audit and inspect all the Member Insurer's books and records relating in any way to the identification of Covered Persons or claims eligible for Reinsurance Reimbursement, the issuance and administration of primary coverage, and the Member Insurer's systems for managing each of the foregoing.

(b) At any time and from time to time upon reasonable advance notice to any Member Insurer, audit and inspect all the Member Insurer's books and records relating to the investigation, adjustment and defense of any claims, including, without limiting the generality of the foregoing, all books and records relating to the Member Insurer's claims administration process and systems and the compliance or non-compliance by the Member Insurer with the requirements of Sections 9.9(a), (b) and (c) hereof.

(c) All references to books and records shall include all data and information storage regardless of the technology or media used to produce, capture and retain such data and information. Member Insurers shall provide access to qualified personnel sufficient in all respects to assist MGARA's audit personnel with access to and review and analysis of all books, records, data and other information required in connection with performing complete audits and inspections, in accordance with the foregoing.

9.11 Computation of Time Period. In computing a period of time allowed by this Article IX, the date of the event after which the period of time begins to run is not to be included. The last day of the period so computed is to be included, unless it is a day that is not a Business Day, in which event the period runs until the end of the next day which is a Business Day.

9.12 Notices. All notices and other communications required or permitted by this Article IX shall be deemed given when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent by facsimile or internet e-mail with confirmation of transmission by the transmitting equipment to a fax number or email address provided by the recipient; or (c) deposited in the U.S. mail properly addressed and with sufficient postage.

ARTICLE X ASSESSMENTS

10.1 Organizational Assessment. The Board assessed each Insurer a one-time initial organizational assessment in in 2012 ("Organizational Assessment"). No further Organizational Assessment is permitted.

10.2 Regular Assessments. On an annual basis, the Board shall assess each Insurer an amount ("Regular Assessment") not to exceed four dollars ($4) per month per covered person resident in the State of Maine enrolled in Medical Insurance insured, reinsured or administered by the Insurer (each, an "Enrolled Person"). Absent a change in assessment rate by the Board, the prior year assessment rate shall continue in force. MGARA will exercise commercially reasonable efforts to notify Member Insurers of annual changes in the rate of assessments prior to March 31 of each year for the following calendar year, and will in any event will notify Member Insurers not later than July 31 of each year for the following calendar year, except to the extent there are changes in federal or state laws, rules or regulations, or interpretations or applications thereof, that, in the Board's discretion, necessitate a later notification of adjustment; provided, however, that MGARA will exercise commercially reasonable efforts to collaborate with the Member Insurers and the Bureau to determine and notify Member Insurers of any adjustments in assessment rates as early as reasonably possible in order to facilitate an orderly rate filing and determination process. Regular Assessments shall be payable on a quarterly basis, due within forty-five (45) days after the end of each calendar quarter.

10.3 Assessments to Cover Net Losses. In addition to the Regular Assessments described in Sections 10.1 and 10.2, the Board may assess Insurers at such a time and for such amounts as the Board finds necessary in its discretion to cover any net loss in an amount not to exceed two dollars ($2) per month per Enrolled Person ("Deficit Assessment").

10.4 Self-Reporting. Both Regular Assessments and Deficit Assessments shall initially be calculated and paid by each Insurer on a self-reported basis. When such an assessment payment is due, each Insurer shall submit to MGARA (i) the calculation of the assessment applicable to such Insurer, together with (ii) the payment required under Sections 10.2 or 10.3 above, as applicable, and (iii) a certification by an authorized officer of the Insurer that all self-reported enrollment data, if any, has been prepared consistent with the basis, reporting methodology, and sources used by such Insurer to calculate enrollment data for purposes of reporting to the Superintendent pursuant to the provisions of the Insurance Code. The Insurer's determinations shall be subject to verification by MGARA, either through audit or through any other independent means available to MGARA for verification of Insurer enrollment. Notwithstanding the self-reporting process described herein, MGARA reserves the right to undertake such billing and collection measures or activities as the Board may deem

appropriate and nothing set forth herein shall be construed as limiting that authority.

10.5 Federal or State Employees. An Insurer shall not be subject to assessments pursuant to Sections 10.2 or 10.3 on policies or contracts insuring federal or state employees, except with respect to coverage of Maine state legislators and their dependents.

10.6 Determination and Payment of Assessments.

(a) Basis. The Regular Assessment payable by each Insurer pursuant to Section 10.2, and the Deficit Assessment payable by each Insurer pursuant to Section 10.3, will each be calculated based upon the rate of assessment determined by the Board and each Insurer's Enrolled Person enrollment.

(b) Calculation of Assessments. For purposes of calculating their Regular Assessments, Insurers shall report to MGARA their Enrolled Person enrollment (determined on a basis consistent with Section 10.6(f) below) within forty-five (45) days after the close of each calendar quarter ("Quarterly Assessment Report") and shall remit payment of the Regular Assessment due, calculated in accordance with the enrollment reported therein. The most current enrollment information shall also be used for calculation of Deficit Assessments payable by Insurers if, as and when Deficit Assessments are declared by MGARA.

(c) Third Party Administrator Enrollment and Assessment Determination. In the event a Third Party Administrator demonstrates to the Administrator's satisfaction that it is unable to determine the actual number of Enrolled Person enrolled in a self-insurance program or plan administered by the Third Party Administrator with reasonable effort, then the Administrator may, in its discretion, calculate, and allow the Third Party Administrator to calculate, its enrollment and the resulting assessment based on an estimated average number of covered persons per employee enrolled in the plan or program, based on such actuarial analysis as the Administrator deems necessary or appropriate to make such determination.

(d) Assessment Payments. Regular and Deficit Assessment payments shall be made on a provisional basis, and MGARA shall have a right to adjust enrollment reported by Insurers to reflect any additional information obtained or provided to MGARA regarding an Insurer's enrollment and make appropriate adjustments in the amount of Regular Assessments and/or Deficit Assessments.

(e) Verifying Enrollment. The Board may verify the amount of each Insurer's assessment based on annual statements and other reports

determined to be necessary by the Board. The Board may use any reasonable method of estimating the number of Enrolled Person enrolled with an Insurer if a specific number is not reported, including, without limitation, the Insurer's enrollment as reported to the Bureau of Insurance pursuant to Rule 945. With respect to self-insured health plans subject to assessment, MGARA shall develop and apply a consistent reasonably appropriate methodology to determine the enrollment in those plans based on such information as may from time to time be or become available to MGARA. In the event a self-insured health plan subject to assessment does not provide a Quarterly Assessment Report or other adequate information to allow for determination of its enrollment, then MGARA may extrapolate its enrollment based on such other data as the Board may deem appropriate.

(f) Determining Enrollment: Special Provisions. In preparing its count of Enrolled Person for assessment purposes:

(i) The Board shall make reasonable efforts to ensure that each Enrolled Person is counted only once with respect to a given assessment;

(ii) Each Insurer that obtains excess or stop loss insurance shall include in its count of Enrolled Person all persons whose coverage is insured, in whole or in part, through excess or stop loss coverage; and

(iii) A Reinsurer shall be permitted to exclude from its number of Enrolled Person those who have been counted by the primary insurer or by the primary reinsurer or primary excess or stop loss insurer for the purpose of determining its assessment.

(g) Responsibility for Paying Assessments. As between an insurance carrier that insures an Enrolled Person and a Third Party Administrator that administers such insurance (or provides any related service) with respect to such Enrolled Person on behalf of such insurance carrier, the payment of Regular Assessments and Deficit Assessments based on the coverage of such Enrolled Person shall be the responsibility of the insurance carrier, unless the insurance carrier and the Third Party Administrator agree otherwise (and provided that the assessment is paid on a timely basis). The carrier and the Third Party Administrator shall be responsible to coordinate their respective responsibilities with respect to payment and self-reporting to assure timely reporting and payment in accordance with this Plan.

10.7 Late Payment of Assessments. Assessment payments paid after the applicable due date shall be subject to interest at the rate of 12% per annum, to be charged on and after the applicable due date.

10.8 Deferral of Assessments. An Insurer may apply to the Superintendent for a deferral of all or part of an assessment imposed by MGARA. The Superintendent may defer all or part of the assessment if the Superintendent determines that the payment of the assessment would place the Insurer in a financially impaired condition. If all or part of the assessment is deferred, the amount deferred shall be assessed against other Insurers in a proportionate manner consistent with this Article X. The Insurer that receives a deferral remains liable to MGARA for the amount deferred and is prohibited from reinsuring any person through MGARA until such time as the Insurer pays the assessments.

10.9 Failure to Pay Assessment.

(a) MGARA shall report all unpaid assessments to the Superintendent requesting that appropriate action be taken to facilitate collection of such amounts.

(b) The Superintendent may suspend or revoke, after notice and hearing, the certificate of authority to transact insurance in Maine of any Insurer that fails to pay an assessment.

(c) As an alternative, the Superintendent may levy a penalty on any Insurer that fails to pay an assessment when due.

(d) In addition, the Superintendent may use any power granted to the Superintendent under the Insurance Code to collect any unpaid assessment.

10.10 Excess Funds. If assessments and other receipts by MGARA exceed the actual losses and administrative expenses of MGARA, the Board shall hold the excess in an interest bearing account or otherwise invested in accordance with MGARA's Investment Policy and shall use those excess funds to offset future losses or to reduce reinsurance premiums (if any), or adjust the Reinsurance Thresholds or Coinsurance Rate, as determined by the Board in its discretion and approved by the Superintendent. As used in this Section 10.10, "future losses" includes reserves for IBNR.

10.11 Disputes Regarding Assessments. The Administrator will act on behalf of the Board in connection with billing, payment and collection of assessments. In the event of any dispute between an Insurer and MGARA, the Administrator will act on behalf of MGARA in attempting to resolve any dispute; provided, however, in the event such dispute cannot be resolved within thirty (30) days following written notice of the dispute, the Insurer shall be entitled to petition the Board for an appearance before the

Board in connection with such dispute, as more particularly described in Section 14.6 hereof.

ARTICLE XI FINANCIAL ADMINISTRATION

11.1 Books and Records. MGARA shall maintain books and records to satisfy any applicable requirements of law and/or of the Board, the Superintendent, and outside auditors, and may contract with the Administrator or such other third party as the Board shall in its discretion select to carry out one or more of the following functions:

(a) The receipt and disbursement of cash by MGARA and financial statements shall be prepared on the accrual basis of accounting.

(b) Non-cash transactions shall be recorded when the asset or the liability should be realized by MGARA in accordance with generally accepted accounting principles (as applicable).

(c) Assets and liabilities of MGARA, other than cash, shall be accounted for and described in itemized records.

(d) For each Insurer, the net balance due to/from MGARA shall be calculated and confirmed with Insurers as deemed appropriate by the Board or when requested by the respective Insurer. Such net balance shall be supported by a record of such Insurer's financial transactions with MGARA. For each Insurer, this record shall include:

(i) Assessments, including any late, deferred, or unpaid assessments.

(ii) Any adjustments to the amount due to/from the Insurer resulting from corrections to information submitted by the Insurer.

(iii) Interest charges due from the Insurer for late payments.

(iv) If the Insurer is a Member Insurer, the amount of reinsurance premium (if any) due from the Member Insurer to MGARA.

(v) If the Insurer is a Member Insurer, the amount of Reinsurance Reimbursement due from MGARA to the Member Insurer.

(vi) Such other records as may be required by the Board.

(e) MGARA shall maintain a general ledger whose balances are used to produce MGARA's financial statements in accordance with generally accepted accounting principles (as applicable).

(f) MGARA shall maintain all records as to premium (if any), Reinsurance Reimbursements, and administrative expenses with

respect to a given calendar year for a period of seven (7) years following the end of such calendar year.

11.2 Handling and Accounting of Assets and Money. Money and marketable securities shall be kept in bank accounts and investment accounts as approved by the Board. The Administrator, or other party selected by the Board, shall deposit receipts into and make disbursements from these accounts.

11.3 Bank Accounts. All bank accounts/checking accounts shall be established in the name of the Maine Guaranteed Access Reinsurance Association, and shall be approved by the Board. Authorized check signers shall be approved by the Board.

11.4 Lines of Credit. All lines of credit shall be established in the name of the Maine Guaranteed Access Reinsurance Association, and shall be approved by the Board. Lines of credit may be used for any operating expense, including to meet cash shortfalls.

11.5 Investment Policy. There shall be an "Investment Policy" established by the Board with the assistance of professional investment advisors selected by the Board, which shall identify the appropriate types of investments to be held by MGARA, together with any applicable limitations on such investments. All cash shall be invested in accordance with the Investment Policy.

ARTICLE XII AUDIT FUNCTION

12.1 Statutory Reporting. On an annual basis, MGARA shall provide the following audits and reports to the parties indicated:

(a) Annual Audit. The Board shall cause an audit of MGARA to be conducted annually and shall provide the certified audit report to the Superintendent and the Joint Standing Committee.

(b) Annual Report to the Legislature. MGARA shall report to the Joint Standing Committee not later than March 15th of each year. The report shall include information on the financial solvency of MGARA and the administrative expenses of MGARA.

(c) Annual Review for Solvency. The Board shall cause a review of MGARA for solvency to be conducted annually and shall submit the results of such review to the Superintendent. Before April 1st of each year, MGARA shall determine and report to the Superintendent (i) MGARA's expected net losses for the previous calendar year, including administrative expenses and incurred losses for the year, taking into account investment income and other appropriate gains and losses, and (ii) an estimate of the assessments needed to cover

the losses incurred by MGARA in the previous calendar year, including IBNR reserves.

12.2 Audit Scope. The audit shall review both MGARA and the relevant operations of the Administrator. The audit report shall include the auditor's opinion as to whether the financial statements of MGARA fairly present in all material respects the financial position of MGARA. Auditors of MGARA shall also provide the Audit Committee and the Board a report of any reportable conditions or material weaknesses in the internal controls and processes of MGARA. Each of the Board or Audit Committee may at its discretion request copies of audit programs and details of audit testing from the auditor.

12.3 Auditor. MGARA's annual audit shall be conducted by a firm of Certified Public Accountants selected by the Board. The audit firm shall be independent and have no conflicting interests with any Member Insurer, MGARA, or the Administrator. MGARA's annual audit examinations shall be made in accordance with the Generally Accepted Auditing Standards of the American Institute of Certified Public Accountants, and all annual solvency reviews shall be made using generally accepted accounting principles (as applicable).

12.4 Additional Testing, Audits and Investigation. The Board may, at its discretion, cause such additional audit procedures to be conducted as it deems appropriate. Such additional audits may include detailed testing of representative samples of items required in order to inform the Audit Committee regarding the accuracy, completeness and timeliness of the Administrator's performance of all duties and responsibilities specified hereunder and under the Administrator's contract; the compliance by the Administrator and MGARA with all applicable laws, rules, regulations and industry standards; and the adequacy of internal financial and operating controls and procedures.

12.5 Segregation of Market Data. The Administrator shall implement appropriate processes and procedures to provide financial and operational reporting on both an aggregated and segregated basis for the Individual Market and Small Group Market and may require Member Insurers to include in Claims Reports all necessary information to enable reporting to the Board on each basis of reporting.

ARTICLE XIII HIGH PRICED ITEMS AND SERVICES

13.1 Inception Date. This Article XIII shall take effect on January 1, 2024 and shall have no effect prior to such date.

13.2 Promulgation of HPIS List. In accordance with the provisions of §3952(5-A) of the Enabling Act, the Board, in consultation with and based on analysis by the Maine Department of Health and Human Services and Maine Health Data Organization, shall develop, and may amend from time to time, a list of certain high-priced items or services that contribute to MGARA's costs and offer an opportunity for savings (each, a "High-Priced Item or Service" or "HPIS"). The HPISs for the year 2024 are attached as Exhibit D hereto. Once established, the HPIS shall remain in force on a year-to-year basis thereafter until amended in accordance with the Enabling Act and an amended Exhibit D is approved by the Superintendent for inclusion in this Plan. MGARA shall develop and provide to the Member Insurers a crosswalk identifying the most appropriate "procedure" codes (for both in-patient and out-patient services) that correspond to the APC Codes MGARA has selected. The Member Insurers are responsible for determining the Medicare allowable charges for the selected codes.

13.3 HPIS Limit. The reinsurance provided under the Reinsurance Program for a High-Priced Item or Service shall not exceed two hundred percent (200%) of the allowed charge determined for such item or service under the original Medicare fee-for-service program for the applicable year in which the claim arose (the "HPIS Limit"). The HPIS limit applies only to the claim line that contains the HPIS, as opposed to the entire claim. In the event a claim submitted by a Member Insurer has been capped at the HPIS Limit and is subsequently restated, resulting in a reduction of the claim to a level below the HPIS Limit, then the Member Insurer shall be entitled to "true up" the claim through its subsequent reporting.

13.4 Data Reporting. Section 3958(1)(B) of the Enabling Act requires (i) each Member Insurer to report for each plan year the name of each High-Priced Item or Service for which such Member Insurer's payment exceeded the HPIS Limit and the name of the provider that received this payment (collectively, the "Annual HPIS Data"); and (ii) MGARA to annually compile and publish a list of all names so reported.

13.5 Claims Reporting Requirements. In order to implement the foregoing, the Member Insurer's Annual Claims Reports shall include:

- Identification of all claims involving a HPIS Code Set ("HPIS-Involved Claims").

- Identification and reporting of all payments for all HPIS for each HPIS-Involved Claim.

- Determination of the HPIS Limit – the HPIS Limit is defined as 200% of the allowed charge determined for each HPIS under the

original Medicare fee-for-service program for the applicable year in which the claim arose. The HPIS Limit will be determined by each Member Insurer as of a single date specified by MGARA and communicated to the Member Insurer's prior to the close of each calendar year.

- Identify and report for each HPIS-Involved Claim all payments for HPIS that exceeded the HPIS Limit (each an "Excess Payment"), together with the name of the provider that received each Excess Payment.

- A reconciliation of all Claims involving HPIS adjusted to give effect to the HPIS Limit applicable to charges for HPIS related to such Claims.

13.6 Enforcement: Member Insurers are required to work with MGARA's Administrator in good faith to provide a final compilation of all HPIs-Involved Claims, the related Excess Payments and the providers receiving the Excess Payments on or before the Annual Claims reporting deadline (July 20th of each year for the preceding year). Reporting is subject to the requirements of Article IX of the Plan of Operation, including without limitation Sections 9.8(c) (Additional Reporting), 9.9 (Conduct of Member Insurers) and 9.10 (Audit and Inspection Rights). MGARA expects to contract with external provider(s) for analysis of HPIS through use of re-pricing tools to spot check the reporting as it deems necessary.

13.7 Publication: MGARA will compile and publish on its website on or on or before July 31st of each year a list of the names of all providers that received Excess Payments for the preceding calendar year based on Member Insurer Claims Reports and final compilation adjustments made by MGARA and the Member Insurers, if any.

ARTICLE XIV PENALTIES AND DISPUTE RESOLUTION

14.1 Good Faith and Due Diligence Of Insurers. Given the numerous factual determinations and tasks to be performed by Insurers in connection with their participation in MGARA, it is expected that all Insurers will exercise the highest degree of good faith and due diligence in all aspects of their relationship with MGARA.

14.2 Common Administrative Errors. There are certain common administrative errors that, notwithstanding the exercise of good faith and due diligence can be expected to occur. MGARA and Member Insurers shall exercise good faith efforts to resolve any administrative errors. Any errors in Reinsurance

Reimbursements shall be promptly paid by MGARA to Member Insurers or returned by Member Insurers to MGARA, as applicable.

14.3 Errors Related to Assessments. All Insurer errors related to assessments shall require the immediate payment of any additional amounts due plus interest calculated from the date such sum should have been paid and an administrative charge. Nothing set forth in this Section shall limit MGARA's right to take any action or exercise any remedies provided in this Plan, the Enabling Act or other applicable law.

14.4 Other Errors. All additional sums due to MGARA as a result of errors made by Insurers (including Member Insurers) other than those listed above shall be paid immediately. Nothing set forth in this Section shall limit MGARA's right to take any action or exercise any remedies provided in this Plan, the Enabling Act or other applicable law.

14.5 Interest and Administrative Charges. Usual and ordinary errors and corrections shall not result in interest or administrative charges. In the event MGARA determines that errors are the result of intentional, negligent or habitual behavior, then interest and administrative charges may be imposed in MGARA's discretion. Any such charges shall require Board approval. All interest payments required under this Article XIV shall be calculated from the date the incorrect payment occurred or correct payment should have been made through the date of payment, and shall bear interest at eighteen percent (18%) per annum. Any applicable administrative charge shall be established by the Board, in its discretion.

14.6 Dispute Resolution. In the event of any dispute between MGARA and a Member Insurer, the following provisions shall govern resolution of the dispute. In the event of a dispute with an Insurer other than a Member Insurer, MGARA shall make dispute resolution available based on the following provisions, to the extent the Insurer agrees to follow such provisions.

(a) In the event of a dispute between the Administrator and any Member Insurer regarding the implementation of this Plan or the operation of the Reinsurance Program, the Administrator and the Member Insurer shall exercise good faith efforts to resolve such dispute in the normal course of business.

(b) In the event a dispute is not resolved in the ordinary course of business, then a Member Insurer may give MGARA written notice of such dispute (a "Dispute Notice"). The executive of the Administrator and counsel for MGARA shall meet with authorized representatives of the Member Insurer within thirty (30) days following the receipt of a Dispute Notice in an attempt in good faith to resolve any such dispute through informal communication

accompanied by such documentation, presentation or other materials as the parties may mutually find helpful in facilitating an informal, amicable resolution ("Executive Dispute Process").

(c) In the event the dispute has not been resolved within thirty (30) days after the Executive Dispute Process, the Member Insurer shall have the right to submit a petition to the Legal Committee of the Board for an appearance before the Legal Committee in connection with the dispute ("Petition"). The Petition shall include with reasonable particularity (i) the name and title of the executive who will represent that party and of any other person who will accompany the executive, (ii) a statement of each party's position and a summary of arguments supporting that position, (iii) any supporting documentation the Member Insurer deems relevant or appropriate. At the next regularly scheduled meeting of the Legal Committee following receipt of a Petition, the Legal Committee shall provide the Member Insurer an opportunity to meet with the Legal Committee and make a presentation regarding the dispute ("Legal Committee Hearing"). The Legal Committee shall provide the Member Insurer with notice of the time and place of the meeting. The Legal Committee shall provide notice of its determination regarding the dispute within fifteen (15) days after the Legal Committee Hearing.

(d) In the event the dispute has not been resolved within thirty (30) days after the Legal Committee Hearing, the Member Insurer shall have the right to submit a petition to the full Board for an appearance before the Board in connection with the dispute ("Board Petition"). The Board Petition shall include with reasonable particularity (i) the name and title of the executive who will represent that party and of any other person who will accompany the executive, (ii) a statement of each party's position and a summary of arguments supporting that position, (iii) any supporting documentation the Member Insurer deems relevant or appropriate and for the clear and concise statement of the Member Insurer's objection to the determination by the Legal Committee. Within forty-five (45) days following receipt of a Board Petition, the Board shall schedule a special meeting at which the Member Insurer shall have the opportunity to make a presentation regarding the dispute. The Board shall provide the Member Insurer with notice of the time and place of the meeting. The Member Insurer shall provide such further information, documentation and other data as the Board may reasonably request, in advance of the hearing. The Board shall provide notice of its determination regarding the dispute within thirty (30) days after the hearing, which determination shall be final and binding.

(e) All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties,

their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in subsections (a)-(d) of this Section 14.6 are pending and for fifteen (15) calendar days thereafter. The parties will take such action, if any, required to effectuate such tolling.

ARTICLE XV INDEMNIFICATION AND LIABILITY

15.1 Indemnification. MGARA shall indemnify directors and officers of MGARA, and may indemnify employees and agents of MGARA, pursuant to and as provided in the Bylaws of MGARA.

15.2 Liability. Liability of directors and employees of MGARA and others is limited as set forth in the Enabling Act.

ARTICLE XVI AMENDMENT

16.1 Amendments to this Plan of Operation may be adopted by the Board at any time, subject to the approval of the Superintendent.

ARTICLE XVII REPORTING REQUIREMENTS

17.1 General. This Plan sets forth certain reports and reporting requirements for Insurers summarized in Section 16.2 below. MGARA reserves the right to adopt additional reporting requirements and require submission of additional reports, or require additional information in the existing reports, as the Board, in its discretion, deem appropriate. The identification in this Plan of reports and the information contained therein shall not limit MGARA's ability to establish additional reporting requirements, as determined necessary to effectively implement this Plan.

17.2 Summary of Reporting Requirements. The following summarizes the reports required by this Plan. This section is included for reference and organizational purposes, and does not alter the reports or reporting requirements set forth in other sections of the Plan.

(a) Claims Reports. Described in Section 9.8 are the Quarterly Claims Report, Annual Claims Report, and Open Claims Report to be submitted by each Member Insurer.

(b) Quarterly Assessment Report. Described in Section 10.6(b) is the Quarterly Assessment Report of each Insurer's Enrolled Person enrollment utilized to calculate the Insurer's Regular Assessment payment, and any Deficit Assessment.

ARTICLE XVIII TERMINATION

18.1 MGARA shall continue in existence perpetually, subject to termination in accordance with the requirements of any law or laws enacted by the State of Maine or the United States of America. In case of enactment of a law or laws which, in the determination of the Board and the Superintendent, shall result in, or require, the termination of MGARA, MGARA shall terminate and conclude its affairs in a manner to be determined by the Board and set forth in a Plan of Termination, which shall be subject to approval by the Superintendent. Any funds or assets of any nature held by MGARA at the time of adoption of the Plan of Termination shall be applied and distributed in the following order of priority:

(a) To the payment of the expenses of liquidation and the debts and liabilities of MGARA, including all claims for reimbursement by the Member Insurers;

(b) To the setting up of any reserves which the Board may deem necessary or desirable for any contingent or unforeseen liabilities or obligations of MGARA, which reserves shall be held for such period as the Plan of Termination may specify for the purpose of payment of the aforesaid liabilities and obligations, at the expiration of which period the balance of such reserves shall be distributed in accordance with the following subparagraph; and

(c) After satisfaction of all liabilities and obligations for which reserves have been established pursuant to subparagraph (b) above, all remaining property and assets of MGARA shall be transferred to a trust, non-profit corporation or other fund established pursuant to the Plan of Termination to be used and applied for the general purposes for which MGARA was originally organized, and provided that no part of the remaining assets or net earnings of MGARA shall inure to the benefit of any private entity or individual.

ARTICLE XIX MATERIAL CHANGES

19.1 MGARA will exercise commercially reasonable efforts to collaborate with the Member Insurers and the Bureau to determine and notify Member Insurers of any material changes or adjustments in this Plan, its operations or its reinsurance program as early as reasonably possible in order to facilitate an orderly rate filing and determination process.

EXHIBIT A

Reinsurance Thresholds and Coinsurance Rate Percentage

2022

Attachment Point	$76,000
Reinsurance Limit	$250,000
Coinsurance Rate percentage	100%

2023

Attachment Point	$90,000
Reinsurance Limit	$275,000
Coinsurance Rate percentage	100%

2024

Attachment Point	$135,000
Reinsurance Limit	$275,000
Coinsurance Rate percentage	75%

EXHIBIT B

ARTICLES OF INCORPORATION
(See Attached)

EXHIBIT C

BYLAWS

BYLAWS

OF

MAINE GUARANTEED ACCESS REINSURANCE ASSOCIATION

These Bylaws have been adopted this 6th day of January, 2012, by the persons constituting all of the members of the first Board of Directors of the Maine Guaranteed Access Reinsurance Association, a Maine nonprofit corporation formed under Title 13-B, Maine Revised Statutes (the "Corporation").

ARTICLE I

GENERAL

Section 1. Definitions. Capitalized terms used herein without definition shall have the same definitions as such terms have in the Corporation's Articles of Incorporation and in Chapter 54-A of the Maine Revised Statutes, the Maine Guaranteed Access Reinsurance Association Act (the "Enabling Act").

Section 2. Compliance. Every Member Insurer and every Insurer shall comply with these Bylaws.

Section 3. Office. The office of the Corporation and the Board of Directors shall be located at such place as may be designated from time to time by the Board of Directors.

Section 4. Prohibited Activities. No part of the net earnings of the Corporation shall insure to the benefit of, or be distributable to the Members, the Board, its officers, its employees, or other private person, except (i) reasonable compensation for services rendered and payments and distributions in furtherance of the purposes set forth herein, and (ii) as provided for in the Articles in the event of dissolution of the Corporation. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these Bylaws, for so long as the Corporation is or seeks to remain exempt from federal income tax under Section 501(c)(26) of the Internal Revenue Code of 1986, as now in force or hereafter amended and in effect from time to time (the "Code"), the Corporation shall not carry on any other activities not permitted to

be carried on by a corporation exempt from federal income tax under Section 501(c)(26) of the Code, or the corresponding section of any future federal tax code.

ARTICLE II

THE CORPORATION

Section 1. Membership. The Corporation is a Maine mutual benefit nonprofit corporation, all the members of which are Insured Members, as defined in the Enabling Act. A person shall automatically become a Member of the Corporation at the time it becomes an Insured Member within the meaning of the Enabling Act, and shall continue to be a Member so long as it continues to be an Insured Member within the meaning of the Enabling Act.

Section 2. Meetings. Meetings of Members of the Corporation shall be conducted in accordance with the following:

(a) Annual Meetings.

(1) Members shall hold an Annual Meeting of Members for the purposes stated in Section 2(a)(2) hereof (the "Annual Meeting"). The Annual Meeting shall be held on the second Tuesday of April of each year unless such date shall be a legal or religious holiday, in which event the meeting shall be held on the next following Tuesday.

(2) The purpose of the Annual Meeting shall be to elect the Member Directors of the Board of Directors, and to conduct such other business as may properly come before the meeting. The Treasurer shall present at each Annual Meeting a financial report, which shall included audited financial statements of the Corporation as contemplated by Section 3955(6) of the Enabling Act.

(b) Special Meetings.

(1) The President shall call a special meeting of the Corporation, if so directed by resolution of the Board of Directors or upon petition signed and presented to the Secretary by Member Insurers entitled to cast at least twenty-five percent (25%) of the votes in elections Corporation, for any lawful. The notice of any special meeting shall state the time, place and purpose thereof. Such meetings shall be held within forty-five (45) days after receipt by the President of said resolution or petition. No business shall be transacted at a special meeting except business that is lawfully brought before the meeting and is stated in the notice.

(c) Notice. Notices to Member Insurers of meetings of the Corporation shall be delivered either by hand or by prepaid mail to the mailing address of each Member Insurer or to another mailing address designated in writing by the Member Insurer to the Board of Directors. All such notices shall be delivered to all Member Insurers not less than ten (10) nor more than fifty (50) days in advance of the date of the meeting to which the notice relates and shall state the date, time and place of the meeting and the items on the agenda. The Secretary shall cause all such

notices to be delivered as aforesaid. Notice sent by mail shall be deemed to have been delivered on the second day after the date of mailing, in the case of mailed notices or the date of deposit in the Member Insurer's mailbox in the case of hand delivery. No subject may be dealt with at any Annual Meeting or Special Meeting of the Corporation unless the notice for such meeting stated that such subject would be discussed at such meeting.

(d) Quorum. Except as set forth below, the presence in person or by proxy of 2 or more of the Member Insurers at the commencement of a meeting shall constitute a quorum at all meetings of the Corporation. If a quorum is not present, Member Insurers entitled to cast a majority of the votes represented at such meeting may adjourn the meeting to a time not less than forty-eight (48) hours after the time for which the original meeting was called. If a meeting is adjourned, a quorum at the reconvened meeting, and throughout such reconvened meeting, shall be deemed present if 2 or more of the Member Insurers are present in person or by proxy at the beginning of the meeting.

(e) Voting. Voting by Members at all meetings of Members of the Corporation shall be only as provided in Articles Ninth and Tenth of the Articles of Incorporation of the Corporation.

(f) Proxies. A vote may be cast in person or by proxy. Such proxy may be granted by any Member Insurer only in favor of another Member Insurer or an officer or director of the Corporation. Proxies shall be duly executed in writing, shall be valid only for the particular meeting designated therein and must be filed with the Secretary of the Corporation at least twenty (20) days before the appointed time of the meeting. Such proxy shall be deemed revoked only by actual receipt by the person presiding over the meeting of written notice of revocation from the grantor of the proxy. No proxy shall be valid for a period in excess of one year after the execution thereof.

A Proxy Committee of the Board may be designated by the Board of Directors. The Proxy Committee may utilize the facilities of the Corporation for the purpose of soliciting proxies. The expense of the Committee incurred in the solicitation of proxies shall be defrayed from the funds of the Corporation. No person, other than the Proxy Committee, shall be authorized to employ Corporation facilities or funds for the purposes of soliciting proxies from Members.

(g) Actions of Corporation without a Meeting. Any action required or permitted to be taken by a vote of the Corporation may be taken without a meeting if all Member Insurers shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the proceedings of the Corporation.

(h) Conduct of Meetings. The Chair of the Board shall preside over all meetings of Members of the Corporation, and the Secretary shall keep the minutes of all such meeting, and record in a Minute Book all resolutions adopted at any such meeting as well as keep a record of all transactions occurring at any such meeting.

(i) Proper Business at Meetings. At any annual or special meeting of Members of the Corporation, only such business shall be conducted as shall have been properly brought

before such meeting. To be properly brought before a special meeting, business must be specified in the notice of meeting given by or at the direction of the Board of Directors. To be properly brought before an annual meeting, business must be specified in the notice of meeting given by or at the direction of the Board of Directors, or otherwise properly brought before the meeting by or at the direction of the Board of Directors or otherwise properly brought before the meeting by a Member.

For business to be properly brought before an annual meeting by a Member, the Member must have given timely notice thereof in writing to the Secretary of the Corporation. To be timely, a Member's notice must be delivered to, or mailed and received at, the principal executive offices of the Corporation not less than 120 days nor more than 180 days prior to the annual meeting; provided, however, that in the event that written notice is given, and such written notice is less than 135 days' prior to the date of such meeting, notice by the member to be timely must be so received not later than the close of business on the 15th day following the day on which such notice of the date of the meeting was mailed. In no event shall an adjournment of an annual or special meeting commence a new time period for the giving of a Member's notice as described above. A Member's notice to the Secretary shall set forth as to each matter the Member proposes to bring before the meeting (i) a brief description of the business desired to be brought before the meeting and the basis on which it is a proper action to be taken by Members at such meeting, (ii) the name and record address of the Member proposing such business, and (iii) any material interest of such Member in such business. The Chair of the meeting shall, if the facts warrant, determine and declare to the meeting that such business is not properly brought before the meeting in accordance with these provisions, and if he or she should so determine, he or she shall so declare to the meeting and any such business not properly brought before the meeting shall not be transacted.

(j) Nominations to Board by the Governance and Nominating Committee. The Governance and Nominating Committee of the Board shall nominate persons who are or will become Member Directors (as defined in the Corporation's Articles of Incorporation) for election as directors to serve for terms commencing at the next succeeding Annual Meeting. Nominations shall be made by the Committee at least sixty days before the date of the Annual Meeting at which the persons nominated are to be voted upon, except that a vacancy in the list of nominees caused by the death, resignation or removal of a nominee may be filled at any time.

(k) Nominations to Board by Members. Other nominations for election to the Board for terms commencing at an Annual Meeting of the Corporation may be made by petition of any Member containing the signatures of not less than three Member Insurers entitled to vote at such election. Each such nominee shall be an individual qualified to serve as a Member Director under the Corporation's Articles of Incorporation. Such petition shall be filed with the Secretary of the Corporation at its principal office not later than one hundred twenty days before the date of the Annual Meeting at which the persons therein nominated are to be voted upon. Each petition shall be accompanied by a statement giving all information relating to each such proposed nominee that would be required to be disclosed in solicitations of proxies for election of directors in an election contest, or that otherwise would be required, if the Corporation were subject to the proxy rules promulgated under the Exchange Act, in each case pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended (the "Exchange Act"),

and Rule 14a-11 thereunder (including such proposed nominee's written consent to serve as a Member Director if elected).

(l) Record Date. For the purpose of determining the Members entitled to notice of or to vote at any meeting of the Members or any adjournment thereof, or to make a determination of Members for any other proper purpose, the Board of Directors shall fix in advance a record date for any such determination. Such record date shall not in any case be more than sixty (60) days nor less than thirty (30) days prior to the date designated for the particular action. If a meeting of the Members is adjourned for less than thirty (30) days, a determination of the Members entitled to vote at the original meeting, made as provided in this section, shall apply to the adjourned meeting unless the Board of Directors shall fix a new record date for such adjourned meeting in accordance with this section and cause new notice of the adjourned meeting to be given as for an original meeting. If a meeting of the Corporation is adjourned for thirty (30) days or more, a new record date shall be fixed for the adjourned meeting in accordance with this section.

ARTICLE III

BOARD OF DIRECTORS

Section 1. Management of the Corporation; Composition. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all of the powers granted the Corporation in its Articles of Incorporation and by the Enabling Act, and do all lawful acts and things as are not by statute, the Articles of Incorporation or the Bylaws required to be exercised or done by the Members.

The Board of Directors shall consist of individuals elected or appointed by the Superintendent of Insurance of the State of Maine and by the Member Insurers, as provided in the Corporation's Articles of Incorporation.

Section 2. Election and Term of Office.

The Public Interest Directors shall be appointed by the Superintendent as provided in Section 3953(2)(A) of the Act.

The election of Member Directors shall be held at the Annual Meeting of Members of the Corporation, in accordance with the Articles of Incorporation and these Bylaws. The term of office of any member of the Board of Directors shall be three years. The members of the Board of Directors shall hold office until the earlier to occur of the election of their respective successors or their death, adjudication of incompetency, removal or resignation. A member of the Board of Directors may serve up to three (3) consecutive terms, and may succeed himself.

Vacancies on the Board may be filled as provided in the Articles of Incorporation.

Section 3. Meetings of the Board of Directors. Meetings of the Board of Directors shall be conducted in accordance with the following:

(a) Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place, either within or without the State of Maine, as shall from time to time be fixed by the Board. Unless otherwise specified by the Board, once the schedule of regular meetings is established no additional notice of regular meetings shall be necessary.

(b) Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors (if any), the President, the Secretary, or a majority of the Directors. The person or persons calling the special meeting shall fix the time and place thereof.

(c) Notice; Generally. Notice of each special meeting of the Board of Directors shall be given to each Director who has not signed a waiver of notice before or after the meeting. Notices of meetings of the Board of Directors shall be given by the Registered Agent or the Secretary, or the person or persons calling the meeting. Neither the business to be transacted at nor the purpose of the meeting need be specified in the notice unless the Act shall otherwise require. The giving of notice of a special meeting of the Board of Directors by or at the direction of the person or persons authorized to call the same shall constitute the call thereof.

(d) Notice; When and How Given. Notice of meetings of the Board of Directors may be given by any of the following methods within the time period specified for that method:

(i) by depositing a copy of the notice in the United States mail, first class postage prepaid, addressed to the Director at his usual or last known business or residence address, at least 3 business days before the meeting;

(ii) by delivering a copy of the notice to a recognized overnight delivery or express service addressed to the Director at his usual or last known business or residence address, including street or the like in the address, at least 2 business days before the meeting;

(iii) by delivering a copy of the notice in hand to the Director at least 24 hours before the meeting;

(iv) by reading or causing to be read the notice over the telephone to the Director at least 24 hours before the meeting;

(v) by sending a telegram containing the contents of the notice addressed to the Director at his usual or last known business or residence address at least 2 business days before the meeting;

(vi) by electronic transmission, including email or fax, as provided in, and subject to, the provisions of this Section relating to electronic transmissions and set forth below; or

(vii) by sending a copy of the notice by any usual means of communication addressed to the Director at his usual or last known business or residence address, including street or the like in the address, at least 3 business days before the meeting.

Notice to any Director actually received by him at least 24 hours before the meeting shall be deemed sufficient, notwithstanding the method or means of communication selected or the time when sent. For the purposes of this Section, a "business day" is any day other than a Saturday, Sunday or legal holiday in Maine.

Written notice of an meeting of directors includes any notice delivered by electronic transmission, as defined below, provided that the Corporation shall have sent an electronic transmission to such Director at a specific e-mail address selected and confirmed by the Director, and that such electronic transmission shall contain the full text of the notice of the meeting. For purposes of these Bylaws, an "electronic transmission" means any form or process of communication, not directly involving the physical transfer of paper or another tangible medium, which (a) is suitable for the retention, retrieval, and reproduction of information by the recipient, and (b) is retrievable in paper form by the recipient through an automated process used in conventional commercial practice. Electronic transmission includes, without limitation, communications by e-mail and by fax. An electronic transmission is received by the recipient when (1) it enters an information processing system that the recipient has designated or uses for the purpose of receiving electronic transmissions or information of the type sent, and from which the recipient is able to retrieve the electronic transmission, and (2) it is in a form capable of being processed by that system. An electronic transmission is received even if no individual is aware of its receipt.

(e) Telephone Meetings. Members of the Board of Directors or of any committee designated thereby may hold a regular or special meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. The provisions of this Article relating to notice shall apply to such meetings.

(f) Attendance as Waiver of Notice. Attendance of a Director at any meeting, including participation in any telephone meeting, shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose, stated at the commencement of the meeting, of objecting to the transaction of any business because the meeting is not lawfully called, noticed or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

(g) Quorum and Vote Required. At any meeting of the Directors, a majority of the Directors then in office shall constitute a quorum for the transaction of business. The Directors present at a duly called or held meeting at which a quorum was once present may continue to do business notwithstanding the withdrawal of enough Directors to leave less than a quorum; provided, however, that a quorum must be present in order for the Board to take action, and any action of the Board shall be subject to the voting requirements set forth below. Any meeting may be adjourned from time to time by a majority of the votes cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice if the time and place to which it is adjourned is fixed and announced at such meeting. The vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the vote of a greater number is required by these Bylaws, the Articles of

Incorporation, or statute; provided, however, that all matters submitted for a vote of the Directors must receive at least six (6) affirmative votes in order to be approved.

(h) Action by Unanimous Consent. Any action required or permitted to be taken at a meeting of the Directors, or of a committee of the Directors, may be taken without a meeting if written consents setting forth the action so taken are signed by all the Directors or members of such committee and are filed with the minutes of Directors' meetings or committee meetings, as the case may be. Any such action shall have the same effect as if taken at a meeting duly called and held.

ARTICLE IV

COMMITTEES OF THE BOARD OF DIRECTORS

Section 1. Executive Committee. The Board of Directors by resolution adopted by a majority of the full Board of Directors then in office may create and appoint an Executive Committee consisting of three or more Directors and may delegate to it some or all of the Board's authority in the management of the corporation's business and affairs except as limited by Section 709 of the Maine Nonprofit Corporations Act, the resolution establishing such executive authority or any other resolutions thereafter adopted by the Board of Directors. The Executive Committee shall keep regular minutes of its proceedings and report the same to the Board of Directors. Members of the Executive Committee may be removed, with or without cause, and vacancies may be filled by resolution adopted by a majority of the full Board of Directors then in office.

Section 2. Other Committees. Other committees may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Members of each such committee shall be Directors of the Corporation, and shall include the following:

(a) Executive Committee.

(b) Governance and Nominating Committee.

(c) Actuarial Committee.

(d) Audit Committee.

(e) Investment Committee.

(f) Legal Committee.

(g) Finance Committee.

Any member of a committee may be removed by a majority of the Directors whenever in their judgment the best interest of the Corporation shall be served by such removal.

Section 3. Term of Office. Each member of a committee shall continue as such until the next annual meeting of the Members of the Corporation and until his or her successor is appointed, unless the committee shall be sooner terminated, or unless such member shall be removed from

such committee, or unless such member shall cease to qualify as a member of the Board of Directors as provided in Article Tenth of the Articles of Incorporation.

Section 4. Chairperson. One (1) member of each committee shall be appointed chairperson by the person or persons authorized to appoint the members thereof.

Section 5. Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section 6. Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum, and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

ARTICLE V

OFFICERS

Section 1. Election. At the first meeting of the Board of Directors, and at every annual meeting of the Board of Directors thereafter, the members of the Board of Directors, if a quorum is present, shall elect officers of the Corporation for the following year, such officers to serve for a one year term and until their respective successors are elected. The officers to be elected are: Chair of the Board, President, Secretary, and Treasurer. Each officer may serve an unlimited number of terms so long as such member or officer continues to be re-elected to the Board of Directors. Any member may hold two offices simultaneously, except that the President shall not hold any other office.

Section 2. Duties. The duties of the officers shall be as follows:

(a) Chair. The Chair shall be the chairperson of the Board and shall preside over all meetings of the Board of Directors. If the Chair is absent from any meetings of Board of Directors, the President of the Corporation shall preside, and in his or her absence the senior officer of the Corporation present at such meeting shall preside, and in the absence of any officer, the Board shall elect a person to preside.

(b) President. The President shall be the chief executive officer of the Corporation. The President shall be responsible for implementing the decisions of the Board of Directors and in that capacity shall direct, supervise, coordinate and have general control over the affairs of the Corporation and the Board of Directors, subject to the limitations of the laws of the State of Maine, the Enabling Act, these Bylaws and the actions of the Board of Directors. The President shall have the power to sign checks and other documents on behalf of the Corporation with or without the signatures of any other officers, as may be determined by the Board of Directors. The President shall be a member of all committees. If the Board of Directors so provides, the President also shall have any or all of the powers and duties ordinarily attributable to the chief executive officer of a corporation domiciled in Maine.

(c) Secretary. Unless otherwise determined by the Board of Directors, the Secretary shall keep or cause to be kept all records (or copies thereof if the original documents are not available to the Corporation) of the Corporation and the Board of Directors and shall have the authority to affix the seal of the Corporation to any documents requiring such seal. The Secretary shall give or cause to be given all notices as required by law, the Enabling Act or these Bylaws, shall take and keep or cause to be taken and kept minutes of all meetings of the Corporation, the Board of Directors and all committees, and shall take and keep or cause to be taken and kept at the Corporation's office a record of the names and addresses of all Member Insurers as well as copies of the Enabling Act, the Articles of Incorporation and these Bylaws, all of which shall be available at the office of the Corporation for inspection by Member Insurers during normal business hours of the Corporation and for distribution to them at such reasonable charges (if any) as may be set from time to time by the Board of Directors. The Secretary shall also perform all duties and have such other powers as are ordinarily attributable to the secretary of a corporation domiciled in Maine.

(d) Treasurer. Unless otherwise determined by the Board of Directors, the Treasurer shall have the charge and custody of, and be responsible for, all funds and securities of the Corporation, shall deposit or cause to be deposited all such funds in such depositories as the Board of Directors may direct, shall keep or cause to be kept correct and complete accounts and records of all financial transactions of the Corporation and the Board of Directors and shall submit or cause to be submitted to the Board of Directors and the Corporation such reports thereof as the Declaration, the Board of Directors or these Bylaws may from time to time require. The foregoing financial records shall be kept at the Corporation's office and shall be available there for inspection by Member Insurers during normal business hours of the Corporation. The Treasurer shall also perform such duties and have such powers as are ordinarily attributable to the treasurer of a corporation domiciled in Maine.

Section 3. Compensation. The officers of the Corporation shall serve without compensation for their services in such capacity unless such compensation is expressly authorized or approved by a vote of more than fifty percent (50%) of the votes of all Member Insurers, at any Annual or Special Meeting of the Corporation; provided that no such compensation shall be permitted in violation of the restrictions set forth in Article I, Section 4 hereof.

Section 4. Resignation and Removal. Any officer may resign at any time by written notice to the Board of Directors, such resignation to become effective at the next meeting of the Board of Directors. Any officer may be removed from his office at any time by vote of Board of Directors, with or without cause.

Section 5. Vacancies. Vacancies caused by resignation or removal of officers or the creation of new offices may be filled by a majority vote of the Board of Directors.

ARTICLE VI

Indemnification

Section 1. Mandatory Indemnification and Advances for Directors and Officers.

(a) Indemnification. The Corporation shall in all cases indemnify, to the fullest extent permitted by law, any individual who is a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative, or investigative and whether formal or informal (a "proceeding") because that person (i) is or was a director or officer of the Corporation, or (ii) is or was serving at the request of the Corporation as a director, officer, trustee, partner, manager, member, fiduciary, employee or agent of another corporation, partnership, limited liability company, limited liability partnership, joint venture, trust, pension, or other employee benefit plan, or other enterprise, against liability incurred in the proceeding.

(b) Advances. The Corporation shall in all cases, before final disposition of a proceeding, advance funds to pay for or reimburse the reasonable expenses incurred by a director or officer who is a party or threatened to be made a party to a proceeding because that individual (i) is or was a director or officer of the Corporation, or (ii) is or was serving at the request of the Corporation as a director, officer, trustee, partner, manager, member, fiduciary, employee or agent of another corporation, partnership, limited liability company, limited liability partnership, joint venture, trust, pension, or other employee benefit plan, or other enterprise, against liability incurred in the proceeding, if the director or officer delivers to the Corporation:

(1) a written affirmation of the director's or officer's good faith belief that the director or officer acted in good faith in the reasonable belief that his action was in the best interests of the Corporation or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was lawful, or that the proceeding involves conduct for which liability has been eliminated under the Enabling Act; and

(2) the director's or officer's written undertaking to repay any funds advanced if the director or officer is not entitled to mandatory indemnification under Section 714 of the Act and it is ultimately determined that the director or officer has not met the relevant standard of conduct described in Section 714(1) of the Act.

The undertaking required by paragraph (2) shall be an unlimited general obligation of the director or officer seeking the advance, but need not be secured and may be accepted without reference to the financial ability of the director or officer to make repayment.

(c) Indemnification and Advances Regardless of Capacity. Indemnification and advances for directors and officers of the Corporation under this Section 1 shall be required in all cases, regardless of the capacity in which such director and officer is or was made a party or threatened to be made a party to the proceeding.

Section 2. Permissive Indemnification of Employees and Agents. The Corporation may, in its discretion, indemnify any individual who is not a director or officer of the Corporation, but

who is a party or threatened to be made a party to a proceeding because that person is an employee or agent of the Corporation, against liability incurred in the proceeding, only as authorized for a specific proceeding upon a determination, based solely on the facts then known to those making the determination and authorization but without further investigation, that (a) the individual's conduct was in good faith, and (b) the individual reasonably believed:

(a) in the case of conduct in the individual's capacity as an employee or agent of the corporation, that the individual's conduct was in the best interests of the Corporation;

(b) in the case of any criminal proceeding, that the individual had no reasonable cause to believe that the individual's conduct was unlawful; and

(c) in the case of an employee benefit plan, that the individual's conduct was in the interests of the participants in, and the beneficiaries of, the plan.

The termination of a proceeding by judgment, order, settlement or conviction or upon a plea of *nolo contendere* or its equivalent is not of itself determinative of the employee or agent did not meet the relevant standard of conduct described in this Section.

A specific determination as provided above shall be made by the board of directors, based solely on the facts then known to those making the determination and authorization but without further investigation, by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or if such a quorum is not obtainable, or even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion.

Once such a determination has been made, a specific authorization of indemnification must also be made for any such indemnification of employees or agents, in the same manner as the foregoing determination except that if there are fewer than two disinterested directors or if the determination is made by special legal counsel, then authorization of indemnification must be made by those persons entitled above to select special legal counsel.

Such a determination and authorization, once made, may not be revoked and, upon the making of that determination and authorization, the employee or agent may enforce the indemnification against the Corporation by a separate action notwithstanding any attempted or actual subsequent action by the Corporation.

Section 3. Permissive Advances for Employees and Agents. The Corporation may, in its discretion, advance funds before final disposition of a proceeding to pay for or reimburse the reasonable expenses incurred by an employee or agent of the Corporation who is a party or threatened to be made a party to a proceeding because that individual is an employee or agent of the Corporation, upon (1) a determination and authorization made in accordance with the procedures established in Section 3 hereof, based solely on the facts then known to those making the determination and authorization but without further investigation, and (2) the delivery by the employee or agent to the Corporation of:

(a) a written affirmation of the employee or agent (i) that such individual's conduct was in good faith, and (ii) that such individual reasonably believed:

(1) in the case of conduct in the individual's capacity as an employee or agent of the corporation, that the individual's conduct was in the best interests of the corporation;

(2) in the case of any criminal proceeding, that the individual had no reasonable cause to believe that the individual's conduct was unlawful; and

(3) in the case of an employee benefit plan, that the individual's conduct was in the interests of the participants in, and the beneficiaries of, the plan; and

(b) a written undertaking of the employee or agent to repay any funds advanced unless it shall ultimately be determined that the individual is entitled to be indemnified by the Corporation as authorized in this Article.

Section 4. Mandatory Indemnification on Successful Defense. Any provisions of this Article VII hereof to the contrary notwithstanding, the Corporation shall indemnify a director, officer, employee or agent of the Corporation, to the extent that individual has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding to which the individual was a party or threatened to be made a party because the individual was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, trustee, partner, manager, member, fiduciary, employee or agent of another corporation, partnership, limited liability company, limited liability partnership, joint venture, trust, pension, or other employee benefit plan, or other enterprise, against reasonable expenses incurred by the individual in connection with the proceeding.

Section 6. Enforceable by Separate Action. A right to indemnification or to advances of expenses required by, or established pursuant the provisions of, this Article may be enforced by a separate action against the Corporation pursuant to Section 714 of the Maine Nonprofit Corporations Act.

Section 7. Miscellaneous. The Corporation shall be deemed to have requested a person to serve an employee benefit plan whenever the performance by him or her of his or her duties to the Corporation also imposes duties on, or otherwise involves services by, him or her to the plan or participants or beneficiaries of the plan.

Section 8. Indemnification Not Exclusive; Limits. The indemnification and entitlement to advances of expenses provided by this Article shall not be deemed exclusive of any other rights to which an individual may be entitled under any agreement, vote of Members or disinterested directors or otherwise, both as to action in the individual's official capacity and as to action in another capacity while a director, officer, employee or agent of this Corporation, and shall continue as to an individual who has ceased to be a director, officer, employee, agent, trustee, partner, or fiduciary, and shall inure to the benefit of the heirs, personal representatives, executors and administrators of such a person; provided, however, that no indemnification or

advances of expenses under this Article VI shall be permitted in violation of the restrictions set forth in Article I, Section 4 hereof.
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Section 9. Insurance. The Corporation may purchase and maintain insurance on behalf of an individual who is a director or officer of the Corporation or who, while a director or officer of the Corporation, serves at the Corporation's request as a director, officer, partner, trustee, employee or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan or other entity against liability asserted against or incurred by that individual in that capacity or arising from the individual's status as a director or officer, whether or not the Corporation would have power to indemnify or advance expenses to the individual against the same liability under Section 714 of the Maine Nonprofit Corporations Act.

Section 10. Amendment. No amendment, modification or repeal of this Article, in whole or in part, shall deny, diminish or otherwise limit the rights of any individual to indemnification or advances hereunder with respect to any action, suit or proceeding arising out of any conduct, act or omission occurring or allegedly occurring at any time prior to the date of such amendment, modification or repeal.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Severability. The provisions of these Bylaws shall be deemed independent and severable and the invalidity, partial invalidity or unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision or portion thereof.

Section 2. Conflicts. The Enabling Act shall control in the event of any conflict between the provisions thereof and the provisions of these Bylaws. The Articles of Incorporation shall control in the event of any conflict between the provisions thereof and the provisions of these Bylaws.

Section 3. Amendments. The Board of Directors shall have the exclusive power to alter, amend or repeal these Bylaws, and to adopt new Bylaws provided that the notice, unless notice shall be duly waived, of any regular or special meeting at which such action is to be taken shall either set out the text of the proposed new Bylaw, amendment or Bylaw to be repealed, or shall summarize the changes to be effected by such adoption, amendment or repeal.

EXHIBIT D

LIST OF HIGH-PRICED ITEMS OR SERVICES

(Effective 2024)

- APC – 5115: Level Musculoskeletal Procedures
- APC – 5375: Level 5 Urology and Related Services
- APC – 5571 – Level 1 Imaging with Contrast
- APC – 5623: Level 3 Radiation Therapy
- APC – 5671: Level 1 Pathology
- APC – 5771: Cardiac Rehabilitation
- APC – 8005: CT and CTA without Contrast Composite