

These are the official Unity HealthShare<sup>SM</sup>  
Sharing Guidelines for  
AlierCare 5000, 7500, 10000 for 2016.

Contact Information

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Because Unity HealthShare<sup>SM</sup> is not insurance, it is not subject to state or federal insurance regulations. However, certain states request that a notice about the Program be included in these materials as follows:

**ATTENTION: This program is not an insurance company nor is it offered through an insurance company. This program does not guarantee or promise that your medical bills will be paid or assigned to others for payment. Whether anyone chooses to pay your medical bills will be totally voluntary. As such, this program should never be considered as a substitute for an insurance policy. Whether you receive any payments for medical expenses and whether or not this program continues to operate, you are always liable for any unpaid bills.**

**I. PROGRAM OVERVIEW.** Unity HealthShare<sup>SM</sup> is the program name of Anabaptist Healthshare, Inc., which is the non-profit organization that coordinates voluntary contributions for the sharing of qualifying health care costs between members. The program is based on shared ethical and religious beliefs, a religious tradition of mutual aid, neighborly assistance, and financial sharing. The program does not share expenses resulting from behaviors and lifestyles destructive to personal health, but is specially tailored for individuals who maintain a godly lifestyle, make responsible choices in regards to health, and believe in helping others.

Members share one another's medical expenses, and Unity HealthShare<sup>SM</sup> serves only to facilitate this mutual sharing, directing member contributions to those who have eligible expenses.

**A. Purpose of Guidelines.** These Guidelines are for use by Unity HealthShare<sup>SM</sup> in directing monthly contributions in accordance with the program's Guidelines. The Guidelines describe the types of medical expenses the members have agreed to share among themselves.

**B. Participation is Voluntary.** Monthly contributions are voluntary gifts and are not refundable. Each member is a self-pay patient and they send monthly contributions to assist another member who has medical expenses. Whether anyone chooses to share in another member's medical expenses is totally voluntary. Giving a monetary gift to assist another member in the program does not create a legally enforceable right to receive funds for healthcare expenses. Whether or not any member receives assistance from other members for medical expenses, members are always liable for their own medical expenses and remain ultimately responsible to pay their bill.

As a voluntary sharing ministry, we are always constrained by finite resources no matter how many members we may have. We are acutely aware that we cannot always be all things to all people, and may therefore decline participation to those who present active, pre-existing medical needs since such immediate expenses may strain our giving beyond our current capacity.

## **II. TYPES OF MEMBERS.**

Types of Membership are available for participants:

**A. Sharing Member.** Sharing Members are those who wish to regularly participate each month by contributing at least the suggested Monthly Share Amount to share in another member's medical expenses. Sharing Members, when they experience medical expenses, may submit those needs for sharing among other members per the Sharing Guidelines.

**B. Unity Partner.** Unity Partners are those who wish only to contribute amounts of their own choosing to assist with those who have medical expenses, but do not contemplate submitting their own medical expense needs to be shared. Unity Partners elect the frequency and amount of their contributions. Unity HealthShare<sup>SM</sup> selects and determines what medical expenses are submitted to Unity Partners for their giving and assistance and designates such needs as 'Compassion Projects'.

Compassion Projects are medical expense needs that are not eligible for sharing as defined by our Sharing Guidelines. We may select one or more of those needs for inclusion as a 'Compassion Project' whereby we ask our Unity Partners to contribute, or ask our Sharing Members to give above their Suggested Monthly Share Amount to assist with those needs.

### III. SHARING MEMBER QUALIFICATIONS AND REQUIREMENTS.

To become and remain a Sharing Member, a person must meet and satisfy the following criteria and requirements:

**A. Observe Faith Standards.** The modern medical cost sharing movement was begun by a small band of Christians to practically demonstrate how to fulfill the command by Christ to ‘bear one another’s burdens’. In accordance with that practice, every member of Unity HealthShare<sup>SM</sup> is expected to:

Strive to live in accordance with the Statement of Beliefs.

Participate regularly in worship or prayer.

**B. Accept Our Shared Beliefs.** Unity HealthShare<sup>SM</sup> members come together to share medical bills because we hold to beliefs of conscience based on moral, ethical and religious values that affect the way we live and compel us to support, care and help each other during times of crises. We share each other’s medical expenses not as matter of convenience or cost savings, but because we are compelled by God and conscience to do so. Sharing such burdens is part of our religious, ethical and moral code. It is our moral obligation to help our fellow man when in need. It is our spiritual duty and our ethical responsibility to ourselves and the other members of our cost- sharing ministry to care for our bodies and maintain our health. Finally, it is our fundamental right to make decisions about our healthcare and not to relinquish that right to others.

At the core of what we do, and how we relate to and engage with one another as a community of people, is a set of common beliefs. Our **Statement of Shared Beliefs** is as follows:

1. We believe that our personal rights and liberties originate from God and are bestowed on us by God.
2. We believe every individual has a fundamental religious right to worship God in his or her own way.
3. We believe it is our moral and ethical obligation to assist our fellow man when they are in need according to our available resources and opportunity.
4. We believe it is our spiritual duty to God and our ethical duty to others to maintain a healthy lifestyle and avoid foods, behaviors or habits that produce sickness or disease to ourselves or others.
5. We believe it is our fundamental right of conscience to direct our own healthcare, in consultation with physicians, family or other valued advisors.

These beliefs form the basis for our interaction and relationship as a community. Each member is required to subscribe to this Statement of Beliefs as evidenced by their acknowledgment on the Application.

**Maintain a Healthy and Spiritual Lifestyle.** Members highly value the spiritual principle that our bodies are gifts and we must respect and care for our physical bodies. Further, we have an ethical obligation to our fellow members to live healthy so as not to place any unnecessary burdens on those who are sharing with us. As a community of people we try our best to live by our shared beliefs.

To qualify as a Sharing Member, an applicant must comply with any lifestyle requirements contained in these guidelines. In general, a healthy and spiritual lifestyle requirement includes, but is not limited to, the following

1. Refrain from tobacco use in any form.
2. Follow spiritual teachings on the use or abuse of alcohol.
3. Avoid abuse of prescription drugs, which means consuming prescription medications in a manner not intended by the prescriber that would likely result in bodily harm or dependency.
4. Abstain from the use of illegal drugs including, without limitation, any hallucinogenic substance, barbiturates, amphetamines, cocaine, heroin or other opiates, marijuana, illegal intravenous drugs, or narcotics.
5. Exercise regularly and eat healthy foods that do not harm the body.

As a sharing ministry, we are always constrained by finite resources no matter how many members we may have. Existing medical conditions disclosed on an application can help us make suggestions as to spiritual or lifestyle changes that can improve the health of the individual and benefit the group as a whole. If, at any time, it is discovered that a Sharing Member did not submit a complete and accurate medical history on the Membership Enrollment Application or on the Medical History Questionnaire, either a sharing limitation or membership declination may be issued retroactively to his/her effective date. In such an event, annual dues paid at the time of application will not be refunded. Sharing Members may apply to have a sharing limitation removed by providing medical evidence that they qualify for such removal. Sharing limitations and Sharing Membership declinations can be applied retroactively but cannot be removed retroactively.

**C. Apply to be a Member.** Each person(s) applying for membership must submit an Application, pay their annual dues, and be accepted into the Program by Unity HealthShare<sup>SM</sup>. Members must be between the age of 0-64yrs and primary members are above the age of 18. Membership begins on the date specified by Unity HealthShare<sup>SM</sup> to the Sharing Member. If a person(s) does not qualify for membership, the annual dues submitted at time of application will be returned to the applicant.

**D. Select Household Size.** Sharing Members enroll at a selected household size as either a single, couple or family. Depending upon household composition, couples and families may be subject to the provisions in Paragraph H below defining dependent children. Couples send more than singles, and families send more than couples.

1. A single is one Sharing Member;
2. A couple is two Sharing Members of the same household related by birth, marriage or adoption. This would include:
  - a. A married couple,
  - b. A parent/guardian and the second Sharing Member as a dependent child; or
  - c. Two dependent children, participating without either parent; (see guidelines regarding dependents below, Paragraph H), and
3. A family is comprised of three or more Sharing Members of the same household related by birth, marriage or adoption. This would include:
  - a. A married couple and one or more dependent children;
  - b. One parent/guardian and two or more dependent children

**E. Submit Dues and Suggested Monthly Shares.** To remain an active member, Sharing Members must submit membership dues and contribute a monthly share of at least the amount suggested by Unity HealthShare<sup>SM</sup> each month.

1. Membership Dues. Membership dues of \$125 are requested at the time of initial enrollment, and \$75 annually upon renewal, by the 5th day of the member's annual renewal month. If the membership dues are not received by the end of the annual renewal month, it is assumed that the member no longer desires to voluntarily participate and the membership will be terminated. A member's renewal will never be prevented or disallowed due to the amount of bills submitted for sharing in any prior year(s) of membership.
2. Monthly Share Amount and How It Changes. The Monthly Share Amount is the monetary contribution, not including the annual membership dues, voluntarily given to share in another member's medical expenses as suggested by Unity HealthShare<sup>SM</sup>. The Monthly Share Amount is determined by majority vote of the Board of Directors and is based upon the amount of bills submitted by members for sharing, the amount needed to administer the Program, and the number of participating Members. The Board of Directors maintains the authority to make exceptions to these Guidelines on a case-by-case basis. Notice of such change, or no change, will be made to the Members in a timely manner, but no later than once per year.
3. Assigned Need. Each month a Sharing Member is assigned a specific need in which to share. By submission of the suggested Monthly Share Amount, the member instructs Unity HealthShare<sup>SM</sup> to assign his/her contribution as prescribed in these Guidelines, which set forth the conditions upon

which Sharing Member medical expenses will be shared. By participation in the Program, the Sharing Member both accepts those conditions as enforceable and binding within the program for the assigning of his/her contribution, and designates Unity HealthShare<sup>SM</sup> as the final authority for the interpretation of these Guidelines.

During the first two months of membership, the share amount will be sent to Unity HealthShare<sup>SM</sup> to be used at the discretion of the ministry. After that, member contributions are shared with members who have eligible needs.

**Voluntary “Share Box”** A secure online means of contributing their suggested monthly share amount directly to another member in need. Suggested Monthly Share Amounts for eligible medical expenses are requested by the 5th day of each month until the last day of the same month. If the suggested Monthly Share Amount is not contributed by the end of the month, the membership is inactivated retroactively as of the last day of the preceding month.

Sharing Members who participate regularly by sending their suggested monthly share amount to an assigned member in need will have their needs (if and/or when they occur) assigned to active Sharing Members. If a Sharing Member becomes inactive, they shall remain inactive Sharing Members until their next annual renewal date. An inactive Sharing Member is deemed to be equivalent to and the same as a Unity Partner member. An inactive Sharing Member will remain on the list of members until their next renewal date. Any eligible medical expenses they submit for sharing may be shared among the Unity Partners.

4. Administrative Costs. In addition to the first two months of membership ( see III.F.3 .), an administrative fee of \$25 is assigned to administrative costs from each Monthly Share Amount regardless of family size beginning the third month of membership and following. A single, couple or family membership all contribute \$25 from their Monthly Share Amount for administration. In addition, the annual membership dues are also utilized by Unity HealthShare<sup>SM</sup> to defray administrative costs. These amounts calculate together to formulate an administrative overhead. Administrative costs and their assessments to the members may be revised at any time by majority vote of the Board of Directors of Unity HealthShare<sup>SM</sup>. Notice of any such change will be given to the members in a timely manner.

5. When Available Shares are less than Eligible Needs. In any given month, the available suggested share amounts may or may not meet the eligible needs submitted for sharing. If member’s eligible bills exceed the available shares to meet those needs, the following actions may be taken:

- a) A pro-rata sharing of eligible needs may be initiated whereby the members share a percentage of eligible medical bills within that month and hold back the balance of those needs to be shared the following month.
- b) If the suggested share amount is not adequate to meet the eligible needs submitted for sharing over a 60 day period, then the suggested share amount may be increased in sufficient proportion to satisfy the eligible needs. This action may be undertaken temporarily or on an ongoing basis.

**F. Notify When Withdrawing Membership.** As a help to other Sharing Members, any member who desires to withdraw their participation should send written notice of their discontinuation, including the reason for such discontinuation, by the 20th day of the month prior to the month in which contributions will cease. If such withdrawal occurs 30 days after their membership effective date, there shall be no refund of their annual dues.

A membership that is inactivated for less than 60 days is automatically reactivated on the first day of the month after the Sharing Member contributes a Monthly Share Amount for each month that the membership was inactive and if applicable, submits the annual membership dues. Needs occurring after a Sharing Member’s inactivation date and before the reactivation date are not eligible for sharing, even after membership is reactivated.

If a Sharing Member has been inactive for more than 60 days and an inactive Sharing Member wishes to become active within the Program, he/she must reapply as a new applicant, with no preferential treatment for acceptance. If membership was inactivated for not regularly submitting the Monthly Share Amount as requested, the inactive member(s) (other than dependent children who are reapplying on their own) must submit the first suggested monthly contributions with the application in addition to the annual membership dues, if applicable. Reactivating membership gives Sharing Members a new effective date and does not retroactively move the previous effective date forward.

**G. List Dependents Accurately.** An unmarried dependent child may participate with his or her parent(s) or legal guardian(s) under a Sharing Membership up to and including age 19.

1. **Disabled Dependents.** Unmarried Dependents may continue as Sharing Members with their parent/guardian if they are medically unable to maintain a full time occupation or be a full-time student because of illness or injury, physical or mental disability. A physician or qualified health professional may be required to verify this disability.

2. **Full-Time Students.** An unmarried dependent child who is 20 through 26 years of age may participate in his or her parent/guardian's Sharing Membership only if he/she is a full-time student.

A full-time student is a person enrolled for a total of 12 or more resident credit hours in a high school, an accredited college or university, or a certified vocational/technical training school. Resident credit hours are those derived from courses offered on a semester or term schedule that applies campus-wide. Full-time student status begins 30 days before the first day of classes in which a dependent is already enrolled, and the status is presumed through the last day of August if the dependent was a full-time student in April or May of that same calendar year.

Dependents may continue as Sharing Members with their parent/guardian if they are medically unable to continue as full-time students because of illness or injury, physical or mental disability. A physician or qualified health professional may be required to verify this disability.

Full-time student status ends when a dependent reaches his/her 27<sup>th</sup> birthday. However, if the dependent has a medical condition that requires on-going treatment which has been accepted under the Guidelines as an eligible need, he or she must apply as a separate Sharing Member 30 days before their 27<sup>th</sup> birthday to permit that ongoing medical need to be regarded as eligible for sharing. A dependent who wishes to continue membership but who no longer qualifies due to age must apply and qualify on his/her own merit as a new Sharing Member, and if he/she qualifies, may be subject to a sharing limitation. If the dependent applies within 30 days and is accepted within 90 days of the loss of qualification, the annual membership dues for the first year are waived.

3. **Newborns.** A newborn may be added as a dependent to membership. Such notification of birth, should be given in writing within thirty days after birth. Such notice is the responsibility of the existing Sharing Member.

4. **Newly Adopted.** A newly adopted child may be added as a dependent to a membership provided all medical criteria is met within the program for acceptance. Such notification of adoption, including any and all medical history or existing conditions, should be given in writing within thirty days after finalized adoption. Such notice is the responsibility of the existing Sharing Member. Existing medical conditions disclosed for a dependent may result in a declination, or a limitation on the types of needs eligible for sharing.

The addition of a newborn or adopted member may result in a change in household size and a change in the suggested minimum share amount. For example, a Single would become a Couple, and a Couple, would become a Family.

#### **IV. MEMBER MEDICAL EXPENSES.**

**A. Medical Expenses Eligible for Sharing.** Medical costs are shared on a per person per incident basis for illnesses or injuries incurring medical expenses after the membership effective date when medically

necessary and provided by or under the direction of licensed physicians, osteopaths, urgent care facilities, clinics, emergency rooms, or hospitals (inpatient and outpatient), or other approved providers of conventional or naturopathic care. Medical expenses eligible for sharing include, but are not limited to physician and hospital services, emergency medical care, surgical procedures, medical testing, x-rays, ambulance transportation and prescriptions, unless otherwise limited or excluded by these Guidelines.

Total bills incurred must exceed an Annual Unshared Amount to be eligible for sharing (See Article IV. Section C.

1.) **A Medical Expense Incident is any medically diagnosed condition receiving medical treatment and incurring medical expenses of the same diagnosis.** All related medical bills of the same diagnosis comprise the same incident. Such expenses must be submitted for sharing in the manner and form specified by Unity HealthShare<sup>SM</sup>. This may include, but not be limited to, standard industry billing forms (HCFA 1500 and/or UB 92) and medical records.

Members share these kinds of costs:

- 1) **Hospital Charges.** Inpatient or Outpatient hospital treatment or surgery for a medically diagnosed condition.
- 2) **Physician's Services.** Physician services for the diagnosis, treatment, management or prevention of an illness or injury.
- 3) **Emergency Room.** Emergency room services for stabilization or initiation of treatment of a medical emergency condition provided on an outpatient basis at a Hospital, Clinic or Urgent Care Facility, including when Hospital Admission occurs within 23 hours of emergency room treatment.
- 4) **Prescription Drugs.** Prescriptions 45 days before and after each related Medical Expense Incident.
- 5) **Physical Therapy.** Up to 6 visits per membership year for physical therapy by a licensed physical therapist. \*In the Premium offerings only\* (See Article IV. Section C. 13 for more details)
- 6) **Ambulance.** Emergency land or air ambulance transportation to the nearest medical facility capable of providing the medically necessary care to avoid seriously jeopardizing the Sharing Member's life or health.
- 7) **Naturopathic and/or Alternative treatments.** (see IV.C.9.)
- 8) **Prosthetics,** and their replacement, if medically necessary.
- 9) **Medical costs incurred outside the United States.** Charges for the care and treatment of a medically diagnosed condition when treatment outside the United States is financially beneficial or when traveling or residing outside the United States. Eligibility of such charges are subject to all other provisions of the Guidelines. Medical billing is requested to be submitted in English and converted to U.S. currency.

## **B. Medical Expenses NOT eligible for sharing.**

Medical expenses arising from any one of the following are not eligible for sharing among members:

- 1) **Abortion.** Services, supplies, care or treatment in connection with an abortion unless the physical life of the mother is endangered by the continued Pregnancy and that treatment via a cesarean section has been determined by a neonatologist to be inadvisable.
- 2) **Alcohol/Drugs.** Services, supplies, care or treatment to a Sharing Member for an Injury and/or disease and/or bodily malfunction which occurred as a result of that Sharing Member's abuse and/or use of alcohol or drugs/pharmaceuticals, including Drug and/or Alcohol Rehabilitation Treatment.
- 3) **Breast Implants.** The placement, replacement or removal of breast enhancement devices and complications related to breast implants unless related to reconstructive mammoplasty.
- 4) **Diagnostic testing or cancer diagnoses.** Diagnoses within one year of effective date will render that cancer diagnosis ineligible for sharing until the member's first year anniversary.
- 5) **Charges before or after Membership.** Medical care, treatment or supplies for which a charge was incurred before a person was a Sharing Member or after membership ceased or became inactive.
- 6) **Complications of non-eligible treatments.** Care, services or treatment required as a result of complications from a treatment not eligible for sharing.
- 7) **Custodial care.** Services or supplies provided mainly as a rest cure, maintenance, custodial care or other care that does not treat an illness or injury.
- 8) **Dental Care.** Dental prostheses and care or treatment of the person's teeth above or below the gums, except: the repair of sound natural teeth due to injuries that occur while the person is a Sharing



Member.

- 9) **Durable Medical Equipment.** The purchase, rental or replacement of durable or reusable equipment or devices, including, but not limited to, orthotics, hearing aids, tubing, masks and their associated expenses.
- 10) **Emergency Room Charges When Not an Emergency.** When treatment at an emergency room is not judged to be an emergency by normal standards of medical care and when less costly treatment was available by taking reasonable measures to seek such care. Emergency Room visits are subject to a per incident MSRA, defined in each plan.
- 11) **Exercise programs.** Exercise programs for treatment of any condition, except for Physician- supervised cardiac rehabilitation and or physical therapy.
- 12) **Experimental, Investigational, Unproven or Unapproved Services.** Care and treatment that is either Experimental, Investigational or Unproven, or that has not been approved by the American Medical Association, FDA, or other industry recognized authoritative bodies, or that is illegal by U.S. law. Eligibility for sharing of such expenses may be reviewed on a case by case basis.
- 13) **Eye care.** Eye exercise therapy, radial keratotomy or other eye surgery to correct near- sightedness. Also, routine eye examinations, including refractions, lenses for the eyes and exams for their fitting. This exclusion does not apply to the initial permanent lenses following cataract removal.
- 14) **Gross Negligent Acts.** Expenses resulting from an illness or injury as to which the Sharing Member has acted with gross negligence or with reckless disregard to safety, as evidenced by medical records and as determined by Unity HealthShare<sup>SM</sup>.
- 15) **Hair loss.** Care and treatment for hair loss, hair transplants or any drug that promises hair growth, whether or not prescribed by a Physician.
- 16) **Hearing aids and exams.** Charges for services or supplies in connection with routine hearing exams, hearing aids, or exams for their fitting.
- 17) **Hazardous Hobbies.** Care and treatment of an injury or illness that results from engaging in a hazardous hobby. A hobby is hazardous if it is an activity which is characterized by a constant or recurring threat of danger or risk of bodily harm. Examples of hazardous hobbies include, but are not limited to, rock/cliff climbing, spelunking, skydiving, or bungee jumping.
- 18) **Hospital employees.** Professional services billed by a Physician or nurse who is an employee of a Hospital or Skilled Nursing Facility and paid by the Hospital or facility for the service.
- 19) **Illegal acts.** Charges for services received as a result of Injury or illnesses caused by engaging in an illegal act or occupation; by committing or attempting to commit any crime, criminal act, assault or other felonious behavior; including but not limited to illegal drug activity, crimes against persons, crimes against property and gun offenses.
- 20) **Impotence.** Surgical and non-surgical services for the treatment of impotence.
- 21) **Infertility.** Diagnostic, surgical repair, non-surgical repair, surgical impregnation and Prescription Drugs for the treatment of infertility.
- 22) **Mental Health Services.** Charges for psychiatric or psychological counseling, mental disability, learning disability, bereavement counseling, biofeedback therapy, psychological testing, treatment, medication and hospitalization.
- 23) **Non-Emergency Transportation.** Expenses resulting from transportation by ambulance for conditions that will not seriously jeopardize the Sharing Member's health or life are not eligible for sharing. Also, the additional expense for transportation to a facility that is not the nearest facility capable of providing medically necessary care is not eligible for sharing. (See Article IV. Section A.8)
- 24) **No obligation to pay.** Charges incurred for which the Sharing Member has no legal obligation to pay.
- 25) **Not a Medically Necessary Service.** Care and treatment that does not meet the criteria of a Medically Necessary Service or is not specified as a Medically Necessary Service, or care, treatment, services or supplies not recommended and approved by a Physician; or treatment, services or supplies when the Sharing Member is not under the regular care of a Physician. Unity HealthShare<sup>SM</sup> reserves the right to review billing submitted by providers for payment, and upon review by a qualified medical professional, decline to share expenses deemed to be Not a Medically Necessary Service.
- 26) **Outpatient prescribed or non-prescribed medical supplies.** Outpatient prescribed or non- prescribed medical supplies including, but not limited to, over-the-counter drugs and treatments, elastic stockings, tubings, masks, ostomy supplies, insulin infusion pumps, ace bandages, gauze, syringes, diabetic test strips and similar supplies.
- 27) **Personal comfort items.** Personal comfort items or other equipment, such as, but not limited to, air

conditioners, air-purification units, humidifiers, electric heating units, orthopedic mattresses, blood pressure instruments, scales, elastic bandages or stockings, non-prescription drugs and medicines, and first-aid supplies and non-hospital adjustable beds. This includes, but is not be limited to, outpatient prescribed or non- prescribed medical supplies, over-the-counter drugs and treatments, tubings, masks, ostomy supplies, ace bandages, gauze, syringes, diabetic test strips and similar supplies.

- 28) Professional Racing or Competitive Events.** Charges for treatment of injuries or illness while racing or competing as a professional. Professional racing means that such activity is one's primary vocation and means of financial support. Professional racing and competitive events include, but are not limited to, automobile, motorcycle, watercraft, ski or rodeo races or competitions.
- 29) Relative giving services.** Professional services performed by a person who ordinarily resides in the Sharing Member's home or is related to the Sharing Member as a Spouse, parent, child, brother or sister, whether the relationship is by blood or exists in law.
- 30) Replacement braces.** Replacement of braces of the leg, arm, back, neck, unless there is sufficient change in the Sharing Member's physical condition to make the original device no longer functional.
- 31) Self-Inflicted.** Any medical expense due to an intentionally self-inflicted Injury, while sane or insane.
- 32) Sex changes.** Care, services or treatment for non-congenital transsexualism, gender dysphoria or sexual reassignment or change. This includes medications, implants, hormone therapy, surgery, or medical or psychiatric treatment.
- 33) Sports-related safety/performance devices and programs.** Devices used specifically as safety items or to affect performance primarily in sports-related activities. All membership, registration or participation costs related to physical conditioning programs, such as athletic training, bodybuilding, exercise, fitness flexibility and diversion or general motivation are not eligible.
- 34) Professional Sports.** An individual who participates in a professional sport, as a means of income, is not eligible for sharing.
- 35) Extreme Sports.** Sports that voluntarily put an individual in a life-threatening situation. Sports such as but not limited to rock-climbing, parachuting, fighting, martial arts, racing, cliff diving, offshore powerboat racing, Wakeboarding, Water skiing, Air racing, Gliding, Motorcycle racing, Rallying, Motocross, Surfing, Windsurfing, Kiteboarding, Skiing, Snowboarding, Wingsuit, Sailing, Skateboarding, Mountain biking, Mountain boarding, BMX racing etc...
- 36) Competitive Sports.** Plan holders who participate in organized and/or sanctioned competitive sports are eligible for \$5,000(max) of sharing per incident at the Emergency Room, subject to the member shared responsibility amount.
- 37) Surgical sterilization or reversal.** Charges for care and treatment for, or reversal of, surgical sterilization, including vasectomy and tubal ligation.
- 38) Travel or accommodations.** Charges for travel or accommodations, whether or not recommended by a Physician.
- 39) War.** Any cost incurred that is due to any declared or undeclared act of war, act of terrorism or military activity.

**C. Sharing Limits.** The members of Unity HealthShare<sup>SM</sup> do not have unlimited resources and must be good stewards of the shared amounts contributed by other members. It is not possible to share all needs of all members. In order to both provide for the needs of Sharing Members and avoid burdensome suggested monthly share amounts beyond the ability of the member, total eligible needs for sharing among the members are limited as defined in this section and as indicated in writing to the individual Sharing Member.

- 1) Member Shared Responsibility Amount.** The amount of medical expense eligible for sharing must exceed an annual accumulative amount for each single, couple or family membership. Such annual amount shall be calculated upon each member's enrollment date until their next annual renewal date. Eligible needs are shared in excess of the \$5,000 \$7,500 or \$10,000 defined by chosen plan. All eligible medical expenses that exceed the applicable Annual Unshared Amount shall then be subject to the program limits per incident selected by the member.
- 2) Case Management.** In cases where the Sharing Member's condition is expected to be, or is, of a serious nature, Unity HealthShare<sup>SM</sup> may arrange for case management/alternative care services to be performed. Unity HealthShare<sup>SM</sup> may alter or waive the normal provisions of the Guidelines when it is reasonable to expect a cost-effective result without a sacrifice to the quality of care. The use of case management or alternate treatment is always voluntary to the Sharing Member; however, the failure to participate may affect eligibility for sharing.

- 3) Cancer.** Cancer sharing is not available for the first 12 months of continuous membership. Cancer sharing is available the 1<sup>st</sup> day of the 13 month of continuous membership. Any pre-existing/recurring cancer condition is not eligible for sharing. Cancer sharing will not be available, for individuals who have cancer at the time of or within 5 years prior to application. If cancer existed outside of the 5-year time frame, the following must be met to be eligible for future, non-recurring cancer incidents. 1. The condition had not been treated nor was future treatment prescribed/planned; 2. The condition had not produced harmful symptoms (only benign symptoms); and 3. The condition had not deteriorated
- 4) Cosmetic procedures.** Cosmetic care and treatment provided for disfiguration caused by amputation, disease (including Acne), accident or breast reconstruction following a mastectomy, is eligible for sharing. All other elective cosmetic treatment, including but not limited to, pharmacological regimens; nutritional procedures or treatments; plastic surgery; salabrasion, chemosurgery and other such skin abrasion procedures associated with the removal or revision of scars, tattoos or actinic changes, is not eligible for sharing.
- 5) Excess Charges.** In furtherance of the shared beliefs of all members, it is the mission of Unity HealthShare<sup>SM</sup> to assist members to manage, control and direct their individual healthcare and the costs of that care. This includes the goal of Unity HealthShare<sup>SM</sup> to protect its members from unfair and unreasonable charges submitted by providers of healthcare service. Unity HealthShare<sup>SM</sup> reserves the right, on behalf of its members, to determine what part of an expense for the care and treatment of an injury or illness is unfair or unreasonable, based on techniques, criteria and standards established or adopted by Unity HealthShare<sup>SM</sup>. It is the intention of Unity HealthShare<sup>SM</sup> to limit the sharing of charges determined to be unfair or unreasonable and will advocate on behalf of Sharing Members against any healthcare service provider demanding payment of such unfair charges.
- 6) Hysterectomy.** Expenses related to a Hysterectomy are eligible for sharing only when a second opinion is received from a physician approved by Unity HealthShare<sup>SM</sup>. The physician rendering a second opinion must examine the patient prior to surgery and must find that a hysterectomy is medically necessary. The Sharing Member must pre-notify Unity HealthShare<sup>SM</sup> prior to surgery for referral to the second physician.
- 7) Lifetime Limits.** \$1,000,000
- 8) Naturopathic and/or Alternative Treatments.** Treatment provided by a Naturopathic Physician or Doctor of Naturopathy (ND or NMD), a traditional Naturopath or other practitioner of alternative treatments is eligible for sharing if such treatment meets the following criteria:
- It treats a medically diagnosed condition.
  - It is less invasive than conventional medical treatment for the diagnosed condition.
  - It is less costly than conventional medical treatment and is expected to prevent more costly future conventional treatment.
  - It is presented for prior approval to Unity HealthShare<sup>SM</sup> and the member agrees to any alteration of the treatment plan made by Unity HealthShare<sup>SM</sup>.
- 9) Occupational or Work Related Injuries.** Expenses arising from the care and treatment of an injury or illness that is occupational, or that arises from work for wage or profit, including self-employment, are not eligible for sharing. However, such expenses will be considered for sharing if:
- the State in which the injuries occurred has no Worker's Compensation laws or requirement.
  - the State laws proscribing participation in the Worker's Compensation system of that State do not require the business owner and/or enterprise to participate in Workers Compensation. Documentation may be required.
  - the business owner personally has an objection to his or her own participation in insurance based on religious conscience. Such a statement must be submitted in writing by the business owner and verified by Unity HealthShare<sup>SM</sup>.
- 10) Organ Transplant Limits.** Expenses incurred in connection with any organ or tissue transplant may be shared among the members up to a maximum of \$125,000 per organ per lifetime. This includes, but is not limited to, expenses incurred in evaluation, screening, transportation, candidacy determination process, organ transplantation, organ procurement, donor expenses, follow-up care, immuno-suppressant therapy, and re-transplantation. This organ transplant limit includes, but is not limited to, transplantation of the heart, lungs, kidneys, liver, pancreas and bone marrow.
- 11) Other Sources of Medical Expense Payment.** In order to conserve the giving of the Sharing

Members, it is the obligation of the member to pursue payment from any other responsible payer for such medical expenses to Unity HealthShare for assistance. Needs do not qualify for sharing to the extent that they are discountable by the health care provider or payable by any other source, whether private, governmental or institutional. If a governmental, insurance, religious, liable third party, fraternal organization or any other financial assistance source will pay any portion of the qualifying medical bill, that amount will offset any unshared and/or shared amounts applied to the member's needs up to the total amount of the need. If the Sharing Member refuses to accept such assistance, then that portion of the medical need also becomes ineligible for sharing.

- a. **Members' Cooperation.** The Sharing Member is required to cooperate fully and assist Unity HealthShare<sup>SM</sup> in determining if his/her need is discountable or payable by another liable party.
  - b. **Other sources.** Other sources include, but are not limited to all private insurance and governmental and institutional insurance including, but not limited to, Medicare, Medicaid, Veterans Administration, Champus, and Worker's Compensation.
  - c. **Liable third party.** To the extent that such expenses are paid by insurance, Worker's Compensation, and other liable third party or other source, such expenses will be regarded as not eligible for sharing. To the extent that members then share in expenses that may be the responsibility of a liable third party, the member is obliged to cooperate with any documentation or information needed to facilitate reimbursement to the members.
  - d. **Receipt of Payment from a liable third party.** To the extent that such expenses are then subsequently paid by insurance, Workers Compensation, or any other liable third party or source, the Sharing Member is responsible for reimbursing the members for any payment subsequently received from another source which was previously shared among the members and paid.
- 12) Physical Therapy.** Up to 6 visits per calendar year for physical therapy by a licensed physical therapist in accord with a Physician's order to improve body function. The limit of 6 visits per membership year is combined with speech, and/or respiratory, and/or physical therapy, and/or occupational therapy visits.
- 13) Pre-Existing Conditions.** Conditions that exist at the time of enrollment that have evidenced symptoms and/or received treatment and/or medication within the past 24 months are not eligible for sharing for the first twenty-four months of cost sharing membership. Once the member has been enrolled in the Healthsharing ministry for twenty for months without any reoccurrence of the pre-exiting condition then the member will become eligible for cost sharing beginning the twenty-fifth month of membership. The 24 month non eligibility look-back standard is as follows: 1. The condition had not been treated nor was future treatment prescribed/planned; 2. The condition had not produced harmful symptoms (only benign symptoms); and 3. The condition had not deteriorated
- 14) Pre-Existing Condition Review.** Medical expenses incurred within the first 90 days of membership may be subject to a pre-existing condition review, including, but not limited to, request for medical notes/records, hospital charts, surgical records or other relevant medical history information. Failure to fully disclose pre-existing condition information at the time of enrollment is a violation of our shared trust between members and may subject the member to termination of membership.
- 15) Pre-Notification of Medical Expense.** Pre-Notification is a means of monitoring services for Medical Necessity to help ensure cost-effective care. Pre-Notification can eliminate unnecessary services, hospitalizations, and shorten inpatient confinements, while improving quality of care and reducing expenses shared by the members. **Certification of Medical Necessity by the Pre- Notification Staff does NOT establish eligibility for sharing nor guarantee that your needs will be met.** To be considered for cost sharing, all inpatient hospital admissions **MUST** be notified **IN ADVANCE** (Pre- notification) by calling the Concierge Line, except for emergencies. The term "Inpatient" includes any hospital admission that lasts more than 23 hours. The Sharing Member, their Physician, or their representative should call the Concierge line at least seven (7) days prior to admission. To contact Pre-Notification, refer to the toll free number on the Sharing Member's Welcome Packet. **It is the responsibility of the Sharing Member to make sure that the Pre- Notification staff is contacted.** To be eligible for cost sharing, Pre-Notification is required for the following:
- a. Charges for all Inpatient Hospital Confinements (including Hospital, Skilled Nursing, Inpatient Rehabilitation Facility and Hospice)
  - b. Organ/Tissue Transplant Services
  - c. Emergency Admissions
  - d. Outpatient Surgery

After admission to the Hospital, the Pre-Notification Staff will continue to evaluate the Sharing Member's progress to monitor the length of hospital stay and make a recommendation as to the maximum days of stay. The Sharing Member and his/her Physician will be advised. If the Pre-Notification Staff determines that continued hospital confinement is no longer necessary, additional days will not be eligible for cost sharing among the members. **Additional days not recommended by the Pre-Notification staff will not be eligible for sharing.**

All Emergency Hospital admissions AND Maternity admissions **MUST** be reported to the Pre-Notification Staff within forty-eight (48) hours following admission, or on the next business day after admission, to be eligible for sharing. If the Sharing Member is unable to Pre-Notify due to the severity of the Illness or Injury, then a Physician, or a responsible party representing the member should Pre-Notify at the earliest time reasonably possible.

To determine eligibility for sharing, all Emergency Admissions are reviewed retrospectively to determine if the treatment received was Medically Necessary, appropriate, and was for Emergency Services.

**16) Specialty Care.** (Specialty care is available in the Premium offering only). Specialist visits are by referral from a Primary Care Provider. Specialty needs are eligible for sharing after members' per incident MSRA of \$75 is paid.

**D. Maternity.** Maternity medical expenses are only eligible for sharing in the Premium offerings. Premium plan holders are eligible for \$5,000, subject to the member shared responsibility amount. Maternity Sharing is not available for the first 10 months. Medical expenses for Maternity ending in a delivery by emergency cesarean section that is medically necessary because of complications that arise at the time of delivery are eligible for sharing up to \$8,000 (whether for a single or multiple birth pregnancy) subject to the applicable member shared responsibility amount.

Medical expenses for a newborn arising from complications at the time of delivery, including, but not limited to, premature birth, are treated as a separate incident and limited to \$50,000 of eligible expense, subject to the member shared responsibility amount.

**E. End of Life Assistance.** For a Sharing Member, and/or his or her dependents, who die(s) after two years of uninterrupted participation as a Sharing Member, financial assistance to the surviving family will be provided by the Members according to the following schedule, and as listed on the Sharing Member's Enrollment Application:

Primary Applicant:	\$10,000.00
Dependent Spouse:	\$5,000.00
Dependent Child:	\$3,000.00

Such financial assistance is to be used by the surviving family for end of life expenses, including, but not limited to, medical, pharmacy, ambulance/emergency transportation, funeral/burial expenses. All Applicants must place on file with Unity HealthShare<sup>SM</sup>, at the time of enrollment, a directive in the form so provided by Unity HealthShare<sup>SM</sup> as to who is to be designated by the Applicant as the recipient of such end of life assistance.

A child applicant enrolled by a parent or guardian and whose enrollment application is signed on behalf of such child by a parent or guardian, and who at the time of death is younger than 18 years of age, will be assisted at the same amount as a dependent child.

**F. Provision for Eligible Medical Expenses after Death.** If a Sharing Member, at the time of his or her death, has outstanding Eligible Medical Expenses that have not been shared at the time of death, the following provisions apply:

- Eligible Medical Expenses submitted by the provider in the normal course of business, shall be shared in the same manner, as if the member had not died.
- Eligible Medical Expenses not submitted by the provider, but paid or payable directly by or on behalf of the member and submitted for sharing within a reasonable time of the billing or payment, shall be shared, and payment shall be directed to the deceased Sharing Member's

estate, or pursuant to an order of the applicable Court with probate jurisdiction.

Unity HealthShare<sup>SM</sup> at its option and in its sole discretion, may direct any Member Share Amounts to be paid to the designated recipient for the End of Life Assistance.

## V. DISPUTE RESOLUTION AND APPEAL

Unity HealthShare<sup>SM</sup> is a voluntary association of like-minded people who come together to assist each other by sharing medical expenses. Such a sharing and caring association does not lend itself well to the mentality of legally enforceable rights. However, it is recognized that differences of opinion will occur, and that a methodology for resolving disputes must be available. Therefore, by becoming a Sharing Member of Unity HealthShare<sup>SM</sup>, you agree that any dispute you have with or against Unity HealthShare<sup>SM</sup>, its associates or employees, will be settled using the following steps of action, and only as a course of last resort.

If a determination is made with which the Sharing Member disagrees and believes there is a logically defensible reason why the initial determination is wrong, then the Sharing Member may file an appeal.

**A. 1<sup>st</sup> Level Appeal.** Most differences of opinion can be resolved simply by calling Unity HealthShare<sup>SM</sup>. A Member Services Representative will try to resolve the matter within 10 working days in writing.

**B. 2<sup>nd</sup> Level Appeal.** If the Sharing Member is unsatisfied with the determination of the Member Services Representative, then the Sharing Member may request a review by the Internal Resolution Committee, made up of three Unity HealthShare<sup>SM</sup> officials: the Needs Processing Manager, the Assistant Director, and the Executive Director. The appeal must be in writing, stating the elements of the dispute and the relevant facts. Importantly, the appeal should address all of the following:

- What information does Unity HealthShare<sup>SM</sup> have that is either incomplete or incorrect?
- How do you believe Unity HealthShare<sup>SM</sup> has misinterpreted the information already on hand?
- With provision in the Unity HealthShare<sup>SM</sup> Guidelines do you believe Unity HealthShare<sup>SM</sup> applied incorrectly?

Within thirty (30) days, the Internal Resolution Committee will render a written decision.

**C. 3<sup>rd</sup> Level Appeal.** Should the matter still stay unresolved, then the aggrieved party may ask that the dispute be submitted to three randomly chosen Sharing Members, in good standing and chosen by Unity HealthShare<sup>SM</sup>, who shall agree to review the matter and shall constitute an External Resolution Committee. Within thirty (30) days the External Resolution Committee shall render their opinion in writing.

**D. Final Appeal.** If the aggrieved Sharing Member disagrees with the conclusion of his/her fellow Sharing Members, then the aggrieved party may ask that the dispute be submitted to a Medical Expense Auditor, who shall have the matter reviewed by a panel consisting of personnel who were not involved in the original determination and who shall render their opinion in writing within thirty (30) days.

**E. Mediation and Arbitration.** If the aggrieved Sharing Member disagrees with the conclusion of the Final Appeal Panel, then the matter shall be settled by mediation and, if necessary, legally binding arbitration in accordance with the Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation, a division of Peacemaker Ministries. Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. Sharing Members agree and understand that these methods shall be the sole remedy for any controversy or claim arising out of the Sharing Guidelines and expressly waive their right to file a lawsuit in any civil court against one another for such disputes, except to enforce an arbitration decision. Any such arbitration shall be held in Fredericksburg, Virginia subject to the laws of the Commonwealth of Virginia. Unity HealthShare<sup>SM</sup> shall pay the fees of the arbitrator in full and all other expenses of the arbitration; provided, however, that each party shall pay for and bear the cost of its own transportation, accommodations, experts, evidence and legal counsel, and provided further that the aggrieved Sharing Member shall reimburse the full cost of Arbitration should the Arbitrator determine in favor of Unity HealthShare<sup>SM</sup> and not the aggrieved Sharing Member. The aggrieved Sharing Member agrees to be legally bound by the Arbitrator's decision. The Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation, a division of Peacemaker Ministries, will be the sole and exclusive procedure for resolving any dispute between individual members and Unity HealthShare<sup>SM</sup> when disputes cannot be otherwise settled.

## VI. AMENDING THE GUIDELINES.

**A. Enacting Changes.** These Guidelines may be amended from time to time as circumstances require and as determined to be appropriate by a majority vote of the Unity HealthShare<sup>SM</sup> Board of Directors. The Board of Directors has the option, at its discretion, of first taking an advisory vote of the Sharing Members prior to making any such amendments.

**B. Effective Date.** Amendments to the Guidelines will take effect as soon as is administratively practical or as otherwise designated by the Board of Directors. Medical expenses submitted for sharing will be subject to the edition of the Guidelines in effect on the relevant Dates of Service, regardless of when the medical expenses are submitted or recorded as received by Unity HealthShare<sup>SM</sup>, and such edition of the Guidelines shall supersede all other editions of the Guidelines and any other communication, written or verbal.

**C. Notification of Changes.** Sharing Members will be notified of changes to the Guidelines in the normal course of communication with members, but in no case any later than the membership renewal date of each individual Sharing Member. Notice of material changes to the Guidelines will be given within ninety (90) days or as soon thereafter as reasonably practical.

## VII. SHARING MEMBER RIGHTS AND RESPONSIBILITIES.

As a Sharing Member of Unity HealthShare<sup>SM</sup>, you have certain rights and responsibilities.

**A. Sharing Member Rights.** You have the right to:

- 1) Receive considerate, courteous service from all employees and representatives of Unity HealthShare<sup>SM</sup>
- 2) Receive accurate information regarding program Guidelines and eligibility of needs in both member literature and when in contact with Unity HealthShare<sup>SM</sup>;
- 3) Have medical expense needs processed accurately once all necessary documentation has been received;
- 4) Have all medical records and personal information handled in a confidential manner and in compliance with Privacy Standards;
- 5) Be informed about health care practitioners and providers giving discounted services to Sharing Members;
- 6) File a dispute when you have one without fear of prejudice or reprisal; and
- 7) Make recommendations regarding program Guidelines.

**B. Sharing Member Responsibilities.** You have the responsibility to:

- 1) Read all Unity HealthShare<sup>SM</sup> materials carefully as soon as you receive them and ask questions when necessary;
- 2) Regularly check for and review all amendments of and information relating to the Guidelines that may be posted on the Unity HealthShare<sup>SM</sup> website from time to time and ask questions when necessary.
- 3) Take personal charge of your medical care, and make informed and knowledgeable health care choices;
- 4) Learn how to promote and protect your own health and wellness, eat properly, exercise, and eliminate harmful habits, stressors and risk factors within your control.
- 5) Seek medical advice when appropriate, take the necessary steps to understand the medical advice you receive and any diagnosis you are given, and obtain needed care in a timely manner.
- 6) Take the necessary steps to learn about the effects on your body of any medical condition with which you are diagnosed or afflicted and how you can help manage and control the condition.
- 7) Inquire about costs prior to obtaining care when possible, make cost comparisons between providers, and make cost efficient choices about the care you obtain.
- 8) Be informed about the policies and practices of Unity HealthShare<sup>SM</sup> and follow them for the benefit of all Sharing Members.
- 9) Be honest about your health conditions, and provide all pertinent information to your doctor, family members, and Unity HealthShare<sup>SM</sup> when needed.

## VIII. DEFINITION OF TERMS.

Commonly used terms used throughout the Guidelines and Enrollment Application are defined as follows:

- 1) **Member Shared Responsibility Amount** is the amount of an eligible need that does not qualify for sharing.
- 2) **Applicant** means an adult Sharing Member participating by himself or herself; and/or their spouse, and/or a child(ren) enrolled by a parent or guardian, who certifies that he/she takes financial responsibility for the child(ren)'s sharing membership and who signs the enrollment application on behalf of the child(ren).
- 3) **Application Date** means the date Unity HealthShare<sup>SM</sup> receives the Membership Enrollment Application with the appropriate dates included.
- 4) **Assignment of Member Shares Received for Eligible Expenses** shall mean an arrangement whereby the Program Participant assigns their receipt of voluntary Member Shares for eligible expenses, if any, in strict accordance with the terms of these Sharing Guidelines, to a Provider. If a provider accepts said arrangement, Providers' rights to receive payment from the self-pay member for services rendered are equal to those received by the member from other Program Participants, and are limited by the terms of the Sharing Guidelines. A Provider that accepts this arrangement indicates acceptance of an "Assignment of Sharing" as consideration in full for services, supplies, and/or treatment rendered.
- 5) **Complications of Pregnancy** are conditions in evidence before the Pregnancy ends: acute nephritis, ectopic Pregnancy; miscarriage; nephrosis; cardiac decompensation; missed abortion; hyperemesis gravidarum; and eclampsia of Pregnancy.
- 6) **Dental Care** is any care rendered by a Dentist who is properly trained and licensed to practice dentistry and who is practicing within the scope of such license.
- 7) **Dependent** refers to the applicant's spouse; children (natural born or legally adopted of either spouse) or an unmarried person under the age of 20. who is the applicant's child by birth or legal adoption or for which the applicant has a Qualified Medical Child Support Order (QMCSO). An applicant's stepchild is also a dependent so long as the applicant's spouse is also participating under the same sharing membership.
- 8) **Discount Provider** is any Hospital, Physician and other health care provider who has agreed to accept reduced fees for services rendered to Unity HealthShare<sup>SM</sup> members.
- 9) **Eligible Medical Expenses** is the charge for a service or supply provided in accordance with the terms of the Sharing Guidelines and approved for sharing, whose applicable charge amount does not exceed the program limits.
- 10) **Excess** means charges in excess of fair and reasonable consideration or reasonable fees, or are for services not deemed to be reasonable or Medically Necessary or for billed amounts found to constitute invalid charges, based upon the determination of Unity HealthShare<sup>SM</sup> or its delegate in accordance with the terms of the Sharing Guidelines.
- 11) **Facility** refers to any facility that provides medical services on an Outpatient basis, whether a Hospital-Affiliated Facility or Independent Facility.
- 12) **Fair and Reasonable Consideration** refers to an amount that would constitute fair and reasonable payment to a Provider for Services provided in accordance with the terms of the Sharing Guidelines and approved for sharing, under the facts and circumstances surrounding the provision thereof, taking into consideration the Cost to the Provider for providing the Services, the fees that the Provider typically accepts as payment for the Services from or on behalf of the majority of patients receiving the Services, the fees that Providers of similar training and experience in the same "area" most frequently accept as payment for the Services from or on behalf of the majority of patients receiving the Services, and the Medicare reimbursement rates for such Services. Regardless of typical practices of any Provider or other providers of comparable services, Fair and Reasonable Consideration shall not include amounts for any Invalid Charges.
- 13) **Gross Negligence** is a conscious and voluntary indifference to, and a blatant violation of, a legal duty. It is also a reckless disregard to safety.
- 14) **Guidelines or Sharing Guidelines** means the documentation that describes the types of medical expenses shared by members and how Unity HealthShare<sup>SM</sup> functions to facilitate that sharing.
- 15) **Hobby** means an activity done regularly in one's leisure time for enjoyment, pleasure or recreation.
- 16) **Hospital** refers to an institution that meets all of the following requirements:
  - a. It provides medical and surgical facilities for the treatment and care of Injured or Sick persons on an Inpatient basis;
  - b. It is under the supervision of a staff of Physicians;
  - c. It provides 24 hour a day nursing service by Registered Nurses;



- d. It is duly licensed as a Hospital;
- e. It is not, other than incidentally, a place for rest, a place for the aged, a nursing home or a custodial or training type Institution, or an Institution which is supported in whole or in part by a Federal government fund; and
- f. It is accredited by the Joint Commission on Accreditation of Hospitals sponsored by the AMA and the AHA.

The requirement of surgical facilities shall not apply to a Hospital specializing in the care and treatment of mentally ill patients, provided such institution is accredited as such a facility by the Joint Commission on Accreditation of Hospitals sponsored by the AMA and the AHA. Hospital" shall also have the same meaning, where appropriate in context, set forth in the definition of "Ambulatory Surgical Center."

- 17) License or Licensed or Licensure** means, as to a person performing medical services, the applicable and current licensure, certification or registration required to legally entitle that person to perform such services in the state or jurisdiction where the services are rendered.
- 18) Maternity** means medical expenses for the mother's care pertaining to prenatal or infant delivery, and initial, routine hospital expenses for the infant. Maternity does not include Complications of Pregnancy or medical expenses for the infant beyond routine hospital expenses, neither of which is subject to Maternity provisions of the Sharing Guidelines.
- 19) Maximum Eligible Amount or Maximum Amount or Maximum Eligible Charge** shall mean the eligible amount to be shared for a specific item or charged expense under the terms of the Sharing Guidelines. Maximum Eligible Charge(s) may be the lesser of:
- a) Fair and Reasonable Consideration;
  - b) the allowable charge otherwise specified under the terms of the Sharing Guidelines;
  - c) a negotiated rate established in a direct or indirect contractual arrangement with a Provider, or
  - d) the actual charge billed for the item or expense.

The Program will assign for sharing the actual charge billed to the self-pay member if it is less than the fair and reasonable amount. The Program has the discretionary authority to decide if a charge is for a Medically Necessary and Reasonable service. The Maximum Eligible Charge will not include any Invalid Charges including, but not limited to, identifiable billing errors, up-coding, duplicate charges, misidentified or unclearly described items and charges for services not performed.

- 20) Medical Expense Need** is the charge(s) or expense(s) for medical services from a licensed medical practitioner or facility, or an approved practitioner of alternative treatments, arising from an illness or accident for a Sharing Member, and the fees incurred by Unity HealthShare<sup>SM</sup> to reduce such charges or expenses.
- 21) Medically Necessary Service** means those health services ordered by a Physician or Practitioner exercising prudent clinical judgment, provided to a Program Participant for the purpose of preventing, diagnosing or treating an illness, injury, disease or symptoms. Such services, to be considered Medically Necessary, must be clinically appropriate in terms of type, frequency, extent, site and duration for the diagnosis or treatment of the Participant's sickness or Injury, and must meet each of the following criteria:
- (1) It is supported by national medical standards of practice;
  - (2) It is consistent with conclusions of prevailing medical research that:
    - (a) Demonstrates that the health service has a beneficial effect on health outcomes; and
    - (b) Is based on trials that meet the following designs:
      - (i) Well-conducted randomized controlled trials. (Two or more treatments are compared to each other, and the patient is not allowed to choose which treatment is received.)
      - (ii) Well-conducted cohort studies. (Patients who receive study treatment are compared to a group of patients who receive standard therapy. The comparison group must be nearly identical to the study treatment group.)
  - (3) It is the most cost-effective method and yields a similar outcome to other available alternatives.
  - (4) All new technologies, procedures and treatments are decided based upon the language in (2) (b) above.

To help determine medical necessity, Unity HealthShare<sup>SM</sup> may refer to the Sharing Member's medical records and other resources, and may require a 2nd opinion from a healthcare professional chosen by Unity HealthShare<sup>SM</sup>. To be Medically Necessary, all of these criteria must be met. The determination of whether a service, supply, or treatment is or is not Medically Necessary may include findings of the American Medical

Association and medical advisors to Unity HealthShare<sup>SM</sup>. Unity HealthShare<sup>SM</sup> has the discretionary authority to decide whether care or treatment is or was Medically Necessary.

- 21.) Monthly Share Amount** is the monetary contribution, not including the membership dues or monthly administrative costs, voluntarily given to share in another member's medical expense need as assigned by Unity HealthShare<sup>SM</sup> according to the Sharing Guidelines.
- 22) Not Eligible for Sharing** are provider charges not eligible for sharing, including charges in excess of the Maximum Eligible Amount, or other ineligible charges as established by the Sharing Guidelines.
- 23) Outpatient** means a patient who receives Services at a Hospital but is not admitted as a registered overnight bed patient; this must be for a period of less than twenty-four (24) hours. This term can also be applicable to services rendered in a Free-Standing Facility or Hospital-Affiliated Facility.
- 24) Physician** refers to a person who is Licensed to perform certain medical services and holds one of the following degrees and/or titles: Medical Doctor or Surgeon (M.D.); Doctor of Osteopathy (D.O.); Doctor of Optometry (O.D.); Doctor of Podiatric Medicine (D.P.M.); Doctor of Dental Surgery (D.D.S.); Doctor of Dental Medicine (D.M.D.); or Doctor of Chiropractic (D.C.).
- 25) Practitioner** refers to a person legally entitled to perform certain medical services who holds one of the licenses, degrees and/or titles listed below, and who is acting within the scope of his or her Licensure when performing such services:
- a. Advanced Practice Nurse (A.P.N.) or Advanced Practice Registered Nurse (A.P.R.N.)
  - b. Audiologist
  - c. Certified Diabetic Educator and Dietician
  - d. Certified Nurse Midwife (C.N.M.)
  - e. Certified Nurse Practitioner (C.N.P.)
  - f. Certified Operating Room Technician (C.O.R.T.)
  - g. Certified Psychiatric/Mental Health Clinical Nurse
  - h. Certified Registered Nurse Anesthetist (C.R.N.A.)
  - i. Certified Surgical Technician (C.S.T.)
  - j. Licensed Acupuncturist (L.AC.)
  - k. Licensed Clinical Social Worker (L.C.S.W.)
  - l. Licensed Mental Health Counselor (LMHC)
  - m. Licensed Occupational Therapist
  - n. Licensed or Registered Physical Therapist or Physiotherapist
  - o. Licensed Practical Nurse (L.P.N.)
  - p. Licensed Professional Counselor (L.P.C.)
  - q. Licensed Speech Language Pathologist
  - r. Licensed Speech Therapist
  - s. Licensed Surgical Assistant (L.S.A.)
  - t. Licensed Vocational Nurse (L.V.N.)
  - u. Master of Social Work or Social Welfare (M.S.W.)
  - v. Physician Assistant (P.A.)
  - w. Psychologist (Ph.D., Ed.D., Psy.D.)
  - x. Registered Nurse (R.N.)
  - y. Registered Nurse First Assistant (R.N.F.A.)
  - z. Registered Nurse Practitioner (R.N.-N.P.)
  - aa. Registered Respiratory Therapist (R.R.T.)
  - bb. Registered Speech Therapist (R.S.T.) or other Licensed Speech Therapist
  - cc. Speech Language Pathologist
- 26) Pre-Existing Condition** is a condition for which symptoms exist at the time of enrollment, and/or for which medical advice, diagnosis, care or treatment was recommended or received within 24 months prior to the Member's Enrollment Date. Treatment includes receiving services and supplies, consultations, diagnostic tests or prescribed medicines.
- 27) Professionals** refers to Physicians and Practitioners.
- 28) Program** refers to the medical cost-sharing program administered by Unity HealthShare<sup>SM</sup>.
- 29) Providers** refers to Hospitals, Facilities, Physicians and Practitioners.
- 30) Reasonable** means, in the discretion of Unity HealthShare<sup>SM</sup>, services or supplies, or fees for services or supplies which are necessary for the care and treatment of Illness or Injury not caused by the treating

Provider. Determination that fee(s) or services are Reasonable will be made by Unity HealthShare<sup>SM</sup> or its delegate, taking into consideration unusual circumstances or complications requiring additional time, skill and experience in connection with a particular service or supply; industry standards and practices as they relate to similar scenarios; and the cause of Injury or Illness necessitating the service(s) and/or charge(s). Unity HealthShare<sup>SM</sup> retains discretionary authority to determine whether service(s) and/or fee(s) are Reasonable based upon information presented to Unity HealthShare<sup>SM</sup>.

- 31) Service(s) or Services and Supplies** refers to services, procedures, treatment, care, goods and supplies the provision of use of which is meant to improve the condition or health of a Program Participant. A reference to Services with regard to a procedure, treatment or care, unless otherwise indicated, shall be deemed to refer also to the goods and supplies provided or used in such procedure, treatment or care.
- 32) Sharing Limitation** refers to medical expenses arising from or associated with a condition not eligible for sharing.
- 33) Sharing Member** is a person who qualifies to participate monthly by contributing the suggested Monthly Share Amount for the medical expense needs of others and who qualifies to receive gifts from fellow Sharing Members for medical expense needs they may submit for sharing.

## **LEGAL NOTICES**

The following legal notices are the result of discussions by Unity HealthShare<sup>SM</sup> or other healthcare sharing ministries with several state regulators and are part of an effort to ensure that Sharing Members understand that Unity HealthShare<sup>SM</sup> is not an insurance company and that it does not guarantee payment of medical costs. Our role is to enable self-pay patients to help fellow Americans through voluntary financial gifts.

### **GENERAL LEGAL NOTICE**

**This program is not an insurance company nor is it offered through an insurance company. This program does not guarantee or promise that your medical bills will be paid or assigned to others for payment. Whether anyone chooses to pay your medical bills will be totally voluntary. As such, this program should never be considered as a substitute for an insurance policy. Whether you receive any payments for medical expenses and whether or not this program continues to operate, you are always liable for any unpaid bills.**

### **STATE SPECIFIC NOTICES**

#### **Alabama Code Title 22-6A-2**

Notice: The organization facilitating the sharing of medical expenses is not an insurance company, and neither its guidelines nor plan of operation is an insurance policy. Whether anyone chooses to assist you with your medical bills will be totally voluntary because no other participant will be compelled by law to contribute toward your medical bills. As such, participation in the organization or a subscription to any of its documents should never be considered to be insurance. Regardless of whether you receive any payment for medical expenses or whether this organization continues to operate, you are always personally responsible for the payment of your own medical bills.

#### **Arizona Statute 20-122**

Notice: the organization facilitating the sharing of medical expenses is not an insurance company and the ministry's guidelines and plan of operation are not an insurance policy. Whether anyone chooses to assist you with your medical bills will be completely voluntary because participants are not compelled by law to contribute toward your medical bills. Therefore, participation in the ministry or a subscription to any of its documents should not be considered to be insurance. Regardless of whether you receive any payment for medical expenses or whether this ministry continues to operate, you are always personally responsible for the payment of your own medical bills.

#### **Arkansas Code 23-60-104.2**

Notice: The organization facilitating the sharing of medical expenses is not an insurance company and neither its guidelines nor plan of operation is an insurance policy. If anyone chooses to assist you with your medical bills, it will be totally voluntary because participants are not compelled by law to contribute toward your medical bills. Participation in the organization or a subscription to any of its documents should never be considered to be insurance. Regardless of whether you receive a payment for medical expenses or if this organization continues to operate, you are always personally responsible for the payment of your own medical bills.

#### **Florida Statute 624.1265**

Unity HealthShare is not an insurance company, and membership is not offered through an insurance company. Unity HealthShare is not subject to the regulatory requirements or consumer protections of the Florida Insurance Code.

**Georgia Statute 33-1-20**

Notice: The organization facilitating the sharing of medical expenses is not an insurance company, and neither its guidelines nor plan of operation is an insurance policy. Whether anyone chooses to assist you with your medical bills will be totally voluntary because no other participant will be compelled by law to contribute toward your medical bills. As such, participation in the organization or a subscription to any of its documents should never be considered to be insurance. Regardless of whether you receive any payment for medical expenses or whether this organization continues to operate, you are always personally responsible for the payment of your own medical bills.

**Idaho Statute 41-121**

Notice: The organization facilitating the sharing of medical expenses is not an insurance company, and neither its guidelines nor plan of operation is an insurance policy. Whether anyone chooses to assist you with your medical bills will be totally voluntary because no other participant will be compelled by law to contribute toward your medical bills. As such, participation in the organization or a subscription to any of its documents should never be considered to be insurance. Regardless of whether you receive any payment for medical expenses or whether this organization continues to operate, you are always personally responsible for the payment of your own medical bills.

**Illinois Statute 215-5/4-Class 1-b**

Notice: The organization facilitating the sharing of medical expenses is not an insurance company, and neither its guidelines nor plan of operation constitute or create an insurance policy. Any assistance you receive with your medical bills will be totally voluntary. As such, participation in the organization or a subscription to any of its documents should never be considered to be insurance. Whether or not you receive any payments for medical expenses and whether or not this organization continues to operate, you are always personally responsible for the payment of your own medical bills.

**Indiana Code 27-1-2.1**

Notice: The organization facilitating the sharing of medical expenses is not an insurance company, and neither its guidelines nor its plan of operation is an insurance policy. Any assistance you receive with your medical bills will be totally voluntary. Neither the organization nor any other participant can be compelled by law to contribute toward your medical bills. As such, participation in the organization or a subscription to any of its documents should never be considered to be insurance. Whether or not you receive any payments for medical expenses and whether or not this organization continues to operate, you are always personally responsible for the payment of your own medical bills.

**Kentucky Revised Statute 304.1-120 (7)**

Notice: Under Kentucky law, the religious organization facilitating the sharing of medical expenses is not an insurance company, and its guidelines, plan of operation, or any other document of the religious organization do not constitute or create an insurance policy. Participation in the religious organization or a subscription to any of its documents shall not be considered insurance. Any assistance you receive with your medical bills will be totally voluntary. Neither the organization nor any participant shall be compelled by law to contribute toward your medical bills. Whether or not you receive any payments for medical expenses, and whether or not this organization continues to operate, you shall be personally responsible for the payment of your medical bills.

**Louisiana Revised Statute Title 22-318,319**

Notice: The ministry facilitating the sharing of medical expenses is not an insurance company. Neither the guidelines nor the plan of operation of the ministry constitutes an insurance policy. Financial assistance for the payment of medical expenses is strictly voluntary. Participation in the ministry or a subscription to any

publication issued by the ministry shall not be considered as enrollment in any health insurance plan or as a waiver of your responsibility to pay your medical expenses.

**Maine Revised Statute Title 24-A, §704, sub-§3**

Notice: The organization facilitating the sharing of medical expenses is not an insurance company and neither its guidelines nor plan of operation is an insurance policy. Whether anyone chooses to assist you with your medical bills will be totally voluntary because no other participant will be compelled by law to contribute toward your medical bills. Participation in the organization or a subscription to any of its documents should never be considered to be insurance. Regardless of whether you receive payment for medical expenses or whether this organization continues to operate, you are always personally responsible for the payment of your own medical bills.

**Maryland Article 48, Section 1-202(4)**

Notice: This publication is not issued by an insurance company nor is it offered through an insurance company. It does not guarantee or promise that your medical bills will be published or assigned to others for payment. No other subscriber will be compelled to contribute toward the cost of your medical bills. Therefore, this publication should never be considered a substitute for an insurance policy. This activity is not regulated by the State Insurance Administration, and your liabilities are not covered by the Life and Health Guaranty Fund. Whether or not you receive any payments for medical expenses and whether or not this entity continues to operate, you are always liable for any unpaid bills.

**Mississippi Title 83-77-1**

Notice: The organization facilitating the sharing of medical expenses is not an insurance company, and neither its guidelines nor plan of operation is an insurance policy. Whether anyone chooses to assist you with your medical bills will be totally voluntary because no other participant will be compelled by law to contribute toward your medical bills. As such, participation in the organization or a subscription to any of its documents should never be considered to be insurance. Regardless of whether you receive any payment of medical expenses or whether this organization continues to operate, you are always personally responsible for the payment of your own medical bills.

**Missouri Section 376.1750**

Notice: This publication is not an insurance company nor is it offered through an insurance company. Whether anyone chooses to assist you with your medical bills will be totally voluntary, as no other subscriber or member will be compelled to contribute toward your medical bills. As such, this publication should never be considered to be insurance. Whether you receive any payments for medical expenses and whether or not this publication continues to operate, you are always personally responsible for the payment of your own medical bills.

**Nebraska Revised Statute Chapter 44-311**

IMPORTANT NOTICE. This organization is not an insurance company, and its product should never be considered insurance. If you join this organization instead of purchasing health insurance, you will be considered uninsured. By the terms of this agreement, whether anyone chooses to assist you with your medical bills as a participant of this organization will be totally voluntary, and neither the organization nor any participant can be compelled by law to contribute toward your medical bills. Regardless of whether you receive payment for medical expenses or whether this organization continues to operate, you are always personally responsible for the payment of your own medical bills. This organization is not regulated by the Nebraska Department of Insurance. You should review this organization's guidelines carefully to be sure you understand any limitations that may affect your personal medical and financial needs.

**New Hampshire Section 126-V:1**

IMPORTANT NOTICE This organization is not an insurance company, and its product should never be considered insurance. If you join this organization instead of purchasing health insurance, you will be considered uninsured. By the terms of this agreement, whether anyone chooses to assist you with your medical bills as a participant of this organization will be totally voluntary, and neither the organization nor any participant can be compelled by law to contribute toward your medical bills. Regardless of whether you receive payment for medical expenses or whether this organization continues to operate, you are always personally responsible for the payment of your own medical bills. This organization is not regulated by the New Hampshire Insurance Department. You should review this organization's guidelines carefully to be sure you understand any limitations that may affect your personal medical and financial needs.

**North Carolina Statute 58-49-12**

Notice: The organization facilitating the sharing of medical expenses is not an insurance company and neither its guidelines nor its plan of operation is an insurance policy. Whether anyone chooses to assist you with your medical bills will be voluntary. No other participant will be compelled by law to contribute toward your medical bills. As such, participation in the organization or a subscription to any of its documents should never be considered to be insurance. Regardless of whether you receive any payment for medical expenses or whether this organization continues to operate, you are always personally liable for the payment of your own medical bills.

**Pennsylvania 40 Penn. Statute Section 23(b)**

Notice: This publication is not an insurance company nor is it offered through an insurance company. This publication does not guarantee or promise that your medical bills will be published or assigned to others for payment. Whether anyone chooses to pay your medical bills will be totally voluntary. As such, this publication should never be considered a substitute for insurance. Whether you receive any payments for medical expenses and whether or not this publication continues to operate, you are always liable for any unpaid bills.

**South Dakota Statute Title 58-1-3.3**

Notice: The organization facilitating the sharing of medical expenses is not an insurance company, and neither its guidelines nor plan of operation is an insurance policy. Whether anyone chooses to assist you with your medical bills will be totally voluntary because no other participant will be compelled by law to contribute toward your medical bills. As such, participation in the organization or a subscription to any of its documents should never be considered to be insurance. Regardless of whether you receive any payments for medical expenses or whether this organization continues to operate, you are always personally responsible for the payment of your own medical bills.

**Texas Code Title 8, K, 1681.001**

Notice: This health care sharing ministry facilitates the sharing of medical expenses and is not an insurance company, and neither its guidelines nor its plan of operation is an insurance policy. Whether anyone chooses to assist you with your medical bills will be totally voluntary because no other participant will be compelled by law to contribute toward your medical bills. As such, participation in the ministry or a subscription to any of its documents should never be considered to be insurance. Regardless of whether you receive any payment for medical expenses or whether this ministry continues to operate, you are always personally responsible for the payment of your own medical bills. Complaints concerning this health care sharing ministry may be reported to the office of the Texas attorney general.

**Virginia Code 38.2-6300-6301**

Notice: This publication is not insurance, and is not offered through an insurance company. Whether anyone chooses to assist you with your medical bills will be totally voluntary, as no other member will be compelled by law to contribute toward your medical bills. As such, this publication should never be considered to be insurance. Whether you receive any payments for medical expenses and whether or not this publication continues to operate, you are always personally responsible for the payment of your own medical bills.

**Wisconsin Statute 600.01 (1) (b) (9)**

ATTENTION: This publication is not issued by an insurance company, nor is it offered through an insurance company. This publication does not guarantee or promise that your medical bills will be published or assigned to others for payment. Whether anyone chooses to pay your medical bills is entirely voluntary. This publication should never be considered a substitute for an insurance policy. Whether or not you receive any payments for medical expenses, and whether or not this publication continues to operate, you are responsible for the payment of your own medical bills.

**\*The AlierCare 5000, 75000, and 10000 cannot be sold in the following states: Hawaii, Alaska, Puerto Rico, Oregon, Washington, North Dakota, South Dakota, Wyoming, New York\***