

These are the official United Refuah HealthShareSM
Sharing Guidelines for 2018.

Please keep for your records.

Contact Information

For general information, help with your application, inquiries about the Suggested Monthly Share Amount, or how to submit medical expenses, contact:

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IMPORTANT: This program is not an insurance company nor is it offered through an insurance company. The program does not guarantee or promise that your medical bills will be paid or assigned to others for payment. Whether or not others choose to share your medical bills is entirely up to them. They have no obligation to do so. As such, this program should never be considered as a substitute for an insurance policy. Whether or not you receive any payments for medical expenses and whether or not this program continues to operate, you always remain primarily liable for any unpaid bills.

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I. Program Overview

United Refuah HealthShareSM (herein referred to as United RefuahSM or URHS) is the program name of Maysville Fellowship Medical Aid Plan, Inc. which is the non-profit organization that coordinates voluntary contributions for the sharing of qualifying health care costs among members. The program is based on shared ethical and religious beliefs and on a religious tradition of mutual aid and neighborly assistance. It is also based upon the verse found in the Jewish Bible, “Soneh Matanos Yichyeh” – One who eschews gifts – is one who lives. Theologians understand this verse to represent a philosophy that promotes being a “giver” to one’s community rather than a “taker.”

This philosophy means that we do not look at life as a win/lose situation. Instead, we look at all of our actions as win/win. Thus, the idea of mutual aid and mutual assistance does not mean that we look to “game a system” and see what we alone can gain from it. We look at the impact of all that we do in light of the impact on the entire community. As such, this program does not share expenses that result from behaviors and lifestyles that are destructive to one’s personal health. It is specially tailored to individuals who maintain a religious lifestyle, who make responsible choices about their health, and who believe in helping others.

It is the other individual members who share in their fellow members’ medical expenses. United Refuah HealthShareSM merely serves to facilitate this mutual sharing by directing members’ gifts to those who have eligible expenses.

A. Purpose of Guidelines

These Guidelines will be used by United Refuah HealthShareSM to facilitate monthly contributions. The Guidelines describe the types of medical expenses that members have agreed to share with one another. Decisions made by United Refuah HealthShareSM in regard to interpretation of these Guidelines in individual cases do not set precedent for future decisions.

B. Participation is Voluntary

Monthly Shared Amounts are voluntary gifts and are not refundable. Although they are gifts, they are not considered deductible charitable contributions for tax purposes. Each member remains a self-pay patient and will send his or her Monthly Shared Amounts to assist another member who has medical expenses. Giving a monetary gift to assist another member in the program does not create a legally enforceable right for the donor to receive funds for the donor’s health care expenses. Whether or not any member receives assistance from other members for medical expenses, each member will always ultimately remain personally liable to pay his or her own medical expenses.

We are acutely aware that we cannot always be all things to all people and we may therefore have to refuse to accept as Sharing Members those who have active, pre-existing medical needs or conditions, since such immediate expenses may strain our ability to share beyond our current capacity.

United Refuah HealthShareSM reserves the right to sever the voluntary relationship with members who are not aligned with the sharing mentality or who are unwilling to cooperate with our stewardship efforts to avoid exorbitant medical prices.

II. Types of Members

United Refuah HealthShareSM currently offers three types of Membership:

A. Sharing Member

Sharing Members are those who wish to regularly participate in the program each month by submitting, at a minimum, the Suggested Monthly Share Amount for sharing with other members. When Sharing Members incur medical expenses of their own, they may submit those expenses for sharing among other members in accordance with these Sharing Guidelines.

B. Provisional Member: WellCheckSM Assist or WellCheckSM Support

If a prospective Sharing Member provides information in his application that reflects a health condition that could possibly be improved by a change in habits, lifestyle, or behavior, United Refuah HealthShareSM has the discretion to modify, change, or revise the acceptance of such an applicant on provisional terms. The terms and conditions of any such provisional membership will be communicated to the prospective member who will then have the option to accept or decline the revised terms of acceptance at the time of application. A Provisional Sharing member is a Sharing member during their provisional period on condition that they participate in WellCheckSM Assist or WellCheckSM Support. (See Appendix B for more information regarding the WellCheckSM program.)

C. United Refuah PartnerSM

United Refuah PartnersSM are those who wish only to contribute amounts of their own choosing to assist those who have medical expenses, but do not anticipate submitting their own medical expenses for sharing. United Refuah PartnersSM may elect the frequency and amount of their contributions on their own. United Refuah HealthShareSM selects and determines which medical expenses will be presented to United Refuah PartnersSM for their assistance and designates such needs as 'Compassion Projects'. Compassion Projects are for medical needs that are not ordinarily eligible for sharing under these Sharing Guidelines. We may nonetheless identify one or more of these needs as a 'Compassion Project'. We would then ask our United Refuah PartnersSM to voluntarily contribute to the project, or ask our Sharing Members to voluntarily offer amounts above their Suggested Monthly Share Amount to assist with this specific Compassion Project. These contributions may qualify for deduction on your Federal Income Tax Return – please contact your tax advisor.

III. Sharing Member Qualifications and Requirements

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

A. Observe Jewish Standards

The modern medical cost-sharing movement was begun by a small group of religiously-motivated individuals who wanted to demonstrate in a practical way, how to fulfill the ideal of "loving your neighbor as yourself." In accordance with that practice, every member of United Refuah HealthShareSM is expected to strive to live in accordance with the beliefs that:

1. A loving, kind and ethical G-d wishes to reward His creations for doing the right thing.
2. G-d communicated these desires to mankind, and these Divine communications state that there are certain values and behavioral norms that He demands of all mankind. These demands constitute a universal moral code and include, but are not limited to:
 - a. We believe that personal rights and liberties that we possess are Divinely ordained and not merely concessions granted to us by mankind and/or their governments. The same is true for our obligations and restrictions.
 - b. We believe that every individual must worship the G-d of the Torah and only the G-d of the Torah.
 - c. We believe that every individual of Jewish Faith must abide by the ethical and practical laws and lifestyles of Judaism which is based upon the dictates of the Torah.
 - d. We believe that it is our ethical obligation according to the Torah to assist our fellow man in need.
 - e. We believe that we are required to maintain a healthy lifestyle and to avoid behaviors or habits that put our well-being at risk.
 - f. We believe that we have a fundamental right to make our own healthcare decisions in consultation with medical advisors, family and other advisors of our choosing and that these decisions must not be dictated by the government, the insurance industry and/or other unwelcome outsiders.
 - g. We understand that we are in charge of decisions with our health care selections. We will apply our choices acknowledging that the money spent on our medical expenses are both our money and other member's money. Therefore, we will steward those funds not only by adapting healthy lifestyles, but also by seeking and accepting cost efficient services and providers without compromising on care.
3. A belief that by observing these laws, man can ever-improve, obtain meaning for his life in this world and achieve his ultimate reward in the next world. It must be emphasized that this reward is merit-based. It is earned only after living in accordance with the proper moral code not merely by believing in something or someone.
4. A belief that the ideas of this universal moral code actually represent categories that include sub-categories. For example, the belief in the One G-d includes seeking to understand the nature of G-d and emulating Him. The prohibition against adultery encompasses prohibitions against incest as well. The prohibition against stealing includes all forms of robbery or theft, including the theft of intellectual property.
5. A belief that the universal moral code provides society and civilization with a strong foundation and structure for moral growth, as well as a fair, merit-based, straightforward manner in which to earn an eternal reward.

B. Accept Our Shared Beliefs

United Refuah HealthShareSM members come together to share medical bills because we hold common beliefs in conscience-based, moral, ethical and religious values that affect the way we live and that encourage us to support and care for each other during times of crises. We share each other's medical expenses not as a matter of convenience or cost savings, but because our religious, ethical and moral code encourages us to do so. It is our spiritual desire as well as our spiritual obligation and ethical responsibility to care for both others and ourselves. Finally, we believe that it is our fundamental right to make our own decisions about 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, are the common beliefs that are enumerated above in section A.

These beliefs form the religious and ethical basis for our interaction and relationship with others in our community. Each member is required to subscribe to this Statement of Shared Beliefs as evidenced by his/her signature on the Application Form. We make a somber and significant commitment to one another that we will, to the best of our ability, attempt to aid, support and offer our resources to one another in this very personal area of our lives - our healthcare.

C. Maintain a Religious Lifestyle

Members highly value the spiritual principle that our bodies are gifts from G-d and that we must respect and care for our physical well-being. Furthermore, we have an ethical obligation to live a healthy lifestyle so as not to place an unnecessary burden on those who are sharing with us. As a community of people, we try our best to live in accordance with the mandates of a universal moral code.

To qualify as a Sharing Member, an applicant must submit a detailed account of his/her medical history and comply with the lifestyle requirements contained in these guidelines. In general, this lifestyle includes, but is not limited to, the following:

1. Refraining from using all forms of nicotine (including, but not limited to: e-cigarettes, vaping and dip/chew) and marijuana products regardless of legality in your local area.
2. Following scriptural teachings on the use or abuse of alcohol.
3. Avoiding abuse of prescription drugs. Abuse means consuming prescription medications in a manner not intended by the prescriber that would likely result in bodily harm or dependency.
4. Abstaining entirely from the use of illegal drugs including but not limited to, any hallucinogenic substance, barbiturates, amphetamines, cocaine, heroin or other opiates, marijuana, illegal intravenous drugs or narcotics.
5. Engaging in regular exercise and eating healthy foods, avoiding those that harm the body.

As a sharing organization, 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 recommend lifestyle changes that may help to improve the health of the individual and that will 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, Health Questionnaire or on the Health Profile Assessment, either a *Sharing***

Limitation or Membership Rejection 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 the removal. However, although *Sharing Limitations* and *Membership Rejections* may be applied retroactively, they are not removed retroactively.

IV. How to Become a Member

A. Applying to be a Member

Each person applying for membership must submit a Member Enrollment Application (“Application”) and pay the Initial Enrollment Fees and must then be formally accepted into the Program by United Refuah HealthShareSM. Membership begins on the date that is specified by United Refuah HealthShareSM in writing to the Sharing Members. If not all members of the household listed on the Application qualify for Sharing or Provisional Membership and, as a result the Applicant decides to withdraw the application, the Initial Enrollment Fee will be refunded.

Within one month of the Member’s Effective Date of membership, each member will respond to a set of questions and/or be interviewed by a qualified professional to determine the member’s Health Profile Assessment (HPA). The aim of the HPA is to make the member aware of his/her medical profile and allow URHS to assist with the member’s health status. Based on the HPA result, members may be assigned to WellCheckSM Assist or WellCheckSM Support, as a condition of continued membership. An additional monthly charge for each member participating in WellCheckSM Assist or WellCheckSM Support will be charged each month. Each member’s HPA will be reviewed annually to determine if membership in WellCheckSM Assist or WellCheckSM Support should be continued or discontinued. For a full description of the WellCheckSM program, see Appendix B. If an Applicant is required to enroll one or more members in WellCheckSM Assist or WellCheckSM Support, and as a result decides to withdraw membership after the acceptance, but before the end of the second month of membership, one half (1/2) of the Initial Enrollment Fee is refundable.

B. Select Household Size and Dependents

Sharing Members enroll at a selected household size as either a Single, Couple or Family, subject to the provisions (in section 2) below that define dependent children. Couples are charged more than Singles, and Families are charged more than Couples.

1. Household Types/Size

- a. Single. A Single is one Sharing Member;
- b. Couple. A Couple is two Sharing Members of the same household related by birth, marriage; or adoption. This would include:
 - i. A married couple,
 - ii. A parent/guardian, with the second Sharing Member being a dependent child; or

- iii. Two dependent children, participating without either parent; (see guidelines for dependents below in section 2), and
- c. Family. A Family is comprised of three or more Sharing Members of the same household, related by birth, marriage or adoption. This would include:
 - i. A married couple and one or more dependent children;
 - ii. One parent/guardian and two or more dependent children, or
 - iii. Three or more dependent children, participating without either parent.
- d. Large Family. A large family has more than six Sharing Members. An additional Suggested Monthly Contribution is requested for each member in excess of six Sharing Members in a family.

2. Dependents.

- a. Unmarried Dependent Child. 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 but see below for exceptions.
- b. 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 to 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.
- c. Full-Time Students. An unmarried dependent child age 20 through 26 may participate in his or her parent/guardian's Sharing Membership only if he/she is a full-time student, or assigned to a multi-month internship.
 - i. 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, a religious seminary 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 to continue through the last day of August if the dependent was a full-time student in April or May of that same calendar year. Upon reaching his/her 27th birthday, a dependent is no longer eligible for Full-Time Student status.
 - ii. 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. A dependent who wishes to continue membership but who no longer qualifies due to age or marital status 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. If

the dependent has a medical condition when he or she applies as a separate Sharing Member, that existing medical condition will be eligible for sharing with no interruption of his or her Sharing Member status.

- iii. Full-time student status ends when a dependent reaches his/her 27th birthday. However, if the dependent has a medical condition that requires ongoing treatment and 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 27th birthday to permit that ongoing medical need to be considered as eligible for sharing.
- d. Newborns. A newborn may be added as a dependent to a membership. Notification of birth should be submitted in writing within thirty days of the birth. Such notice is the responsibility of the existing Sharing Member.
- e. Newly-Adopted. A newly-adopted child may be added as a dependent to a membership provided all medical criteria are met within the program for acceptance. Notification of adoption, including any and all medical history or existing conditions of the child, must be submitted in writing within thirty days after the 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.
- f. Change in Status of Dependents. It is the member's responsibility to notify United RefuahSM of a relevant change in the student status or marital status of a dependent child that might affect continued participation as a dependent of the member. If student status or marital status is not as presented at the time an episode of care is submitted for sharing, such medical expenses will not be eligible for sharing.
- g. Addition of Dependents. 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.

C. Submit Membership Dues

To apply to be a Sharing Member, Sharing Members must submit their Initial Enrollment Fees with their application. Annual Membership Dues are also required upon renewal.

1. Initial Enrollment Fees. Initial Enrollment Fees of \$125 are due at the time of initial application.

2. Renewal Membership Dues. Annual Renewal Membership Dues of \$75 are due annually upon renewal. The Annual Amount is due 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, we will assume that the member no longer desires to voluntarily participate in the program and the membership will be terminated. A member's renewal will never be rejected or disallowed because of the number of submissions made or the amount of the medical charges submitted for sharing during any prior year(s) of membership.

D. Submit Suggested Monthly Share

To become and remain an active Sharing Member, Sharing Members contribute a Monthly Share Amount of at least the amount suggested by United Refuah HealthShareSM, plus any monthly contribution for each participant in WellCheckSM Assist or WellCheckSM Support.

1. Monthly Share Amount. The Monthly Share Amount is the monetary contribution suggested by United Refuah HealthShareSM, and voluntarily given by a Sharing Member to share in another member's medical expenses. It does not include the Initial Enrollment Fee or the Annual Renewal Membership Dues. The Monthly Share Amount is determined by the size of the membership household (Single, Couple, Family or Large Family) plus amounts due for participation in the WellCheckSM program.
2. Submit Monthly. Remittance of the Monthly Share Amounts is requested by the 5th day of each month but must be submitted no later than the last day of the month. If the Suggested Monthly Share Amount is not submitted by the end of the month, the membership is deactivated retroactively as of the last day of the preceding month.
3. Monthly Share Amount: How it is Determined and Changed. The Monthly Share Amount is determined by a majority vote of the Board of Directors and is based upon 1) the total amount of expenses submitted by members for sharing, 2) the amount needed to administer the Program, and 3) the number of participating Members.

E. Withdrawing Membership

A member who desires to withdraw from the program must send written notice of this withdrawal by the 20th day of the month prior to the month in which contributions will cease. If such withdrawal occurs 30 days or more after their Initial Membership Effective Date, there will be no refund of the Annual Dues.

F. Reactivating Membership

A membership that has been deactivated 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 deactivation date and before the reactivation date are not eligible for sharing, even after membership is reactivated.

If a Sharing Member who has been inactive for 60 days or more, wishes to become active once again, he/she must reapply as a new applicant, with no preferential treatment for acceptance. If membership was deactivated 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 Contribution with the application in addition to the Annual Renewal Membership Dues, if applicable. Reactivating a membership gives Sharing Members a new Effective Date.

<h4>V. Use of Funds Received by United RefuahSM</h4>
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United RefuahSM facilitates the sharing of medical expenses between its Sharing Members. Certain amounts of Dues and Suggested Monthly Contributions are allocated to pay for the

administrative costs incurred; these amounts are referred to as Administrative Expenses. All amounts not used for Administrative Expenses are used for medical sharing between the Sharing Members. No medical sharing funds are used for Administrative Expenses.

The proportion of funds allocated towards administrative costs from member contributions may be revised at any time by a majority vote of the Board of Directors of United Refuah HealthShareSM. Notice of any such changes will be reported to members in a timely manner.

A. Administrative Expenses

1. Initial Enrollment Fees and Annual Renewal Dues. The initial and renewal Annual Membership Dues are utilized by United Refuah HealthShareSM to help defray administrative costs. *If an initial membership is rejected or withdrawn per Section IV, Paragraph E, in its entirety, i.e. all members of the family, prior to participation in the HealthShare, then a refund for this amount will be given.*

2. First Two Monthly Contributions. During the first two months of membership, the Monthly Share Amount will be sent to United Refuah HealthShareSM to be used for the administrative and capital expenses of the organization, including but not limited to the setup and operation of the Member's account.

3. Third and Subsequent Monthly Contributions. Beginning with the third month of membership, fourteen percent (14%) of each Monthly Shared Amount is designated as an administrative fee, regardless of family size and regardless of the type of membership (Single, Couple or Family). This is in addition to the first two months of membership sharing amounts that are designated for administrative purposes.

B. Sharing of Medical Expenses

1. Refuah ShareFundSM.

After the Suggested Monthly Contributions for the first two months, members will be assigned an individual "Refuah ShareFundSM", i.e., a secure means of contributing their Suggested Monthly Share Amount directly to another member in need.

2. Assigned Needs.

a. Others' Needs Shared. Each month, a Sharing Member is assigned a specific need in which to share. By submission of his/her Suggested Monthly Share Amount, the member effectively instructs United Refuah HealthShareSM to assign the Share Amount in accordance with the provisions of these Guidelines. By participating in the Program, the Sharing Member accepts: 1) those provisions as enforceable and binding within the program for the assigning of his/her contribution, and 2) designates United Refuah HealthShareSM as the final authority for the interpretation of the Guidelines.

b. Having Needs Shared. 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 other active Sharing Members.

c. Inactive Members. An inactive member may re-activate his/her membership if all Suggested Monthly Share Amounts for all months are paid. However, the inactive

member's needs will not be submitted for sharing for any month the member was deemed to be inactive. Voluntary contributions made by an inactive Sharing Member are deemed to be equivalent to and the same as a contribution by a United Refuah PartnerSM.

VI. When Eligible Needs Exceed Available Shares

If, during any given month, available shared amounts are less than eligible 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 for that month and postpone sharing of the balance of those needs to the following month.
- B. If it is apparent that the Suggested Share Amounts will not be 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.

VII. Amounts of Eligible Medical Needs Shared

The members of United Refuah HealthShareSM 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.

A. First Sixty Days of Participation

For sixty (60) days after Effective Date as a Sharing Member, medical expenses for any reason are not eligible for sharing among members. *Exceptions to this rule are those conditions which result from accidents, acute illness or injury up to a limit of \$10,000 and subject to fulfillment of the Annual Pre-Share Amount.* Ineligible expenses incurred in the first sixty days are not included in the Maximum Pre-Shared Amount per year.

B. Lifetime Limit

None.

C. Limit per Incident

A Medical Expense Incident is any medically-diagnosed condition receiving medical treatment and incurring medical expenses related to the same diagnosis. All related medical bills of the same diagnosis comprise the same incident. The limit of \$1,000,000 per incident will be applied regardless of the Sharing Year in which the expenses occur.

D. Annual Pre-Share 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 twelve months later. Eligible needs are shared in excess of the first \$500 of any eligible need for a Single member, or the first \$1,000 for a Couple, or the first \$1,500 for a Family membership. All eligible medical expenses that exceed the applicable Annual Pre-Share Amount shall then be subject to the program limits per incident.

E. Pregnancy Fee

In addition to the Annual Pre-Share Amount, there is an additional \$1,500 'Pregnancy Fee' per pregnancy for couple and family members. The additional Pregnancy Fee for single members (women who are married) is \$2500.00. The Pregnancy Fee shall not be included in determining the Sharing Year Maximum Pre-Share Amount. Be advised that the mother is required to have been a Sharing Member prior to conception in order for pregnancy expenses to be eligible.

F. 80% of Eligible Medical Expenses

Eligible Medical Expenses in excess of the applicable Annual Pre-Share Amount and the Pregnancy Fee are co-shared at the rate of 80% until a maximum amount defined below. Member is responsible for paying the remaining 20% of the eligible expenses until the Annual Member Responsibility is met.

G. Maximum Amount of Annual Member Responsibility

1. Limit Per Sharing Year. Each member household is limited to a Maximum Co-Share Amount per Sharing Year, for all medical incidents combined, based on household size. The Co-Share limit for a Single \$2,000, for a Couple \$4,000 and for Family \$8,000. The total maximum amount is a combined amount of the annual pre-share amount and the annual co-share amount and the pregnancy fee, if applicable.

2. Limit Per Incident. Once a member has had an Annual Pre-Share and Co-Share amount of \$8,000 for a Family, \$4,000 for a Couple or \$2,000 for a Single for a specific medical incident, and the pregnancy fee, if applicable, in any Sharing Year, the medical expenses for that medical incident will be shared at 100%, until the per incident limit is reached, even if treatment or care of that medical incident spans over more than one year. However, medical expenses during a Sharing Year subsequent to the initial sharing year for that medical incident and not related to the specific Incident for which the applicable Pre-Share Amount per incident has been met will continue to be subject to the 80% sharing, until the Maximum Pre-Share Amount for that Sharing Year is met.

VIII. Member Expenses Eligible for Sharing

Medical costs are shared on a per-person, per-incident basis for illnesses or injuries that are incurred 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 or outpatient), or other approved providers of conventional care. *Medical expenses eligible for sharing include, but are not limited to, home health care, physician and hospital services, emergency medical care, medical testing, x-rays and ambulance transportation, unless otherwise limited or excluded by these Guidelines.*

Members share these types of costs which may be limited in extent by other paragraphs in these Sharing Guidelines:

1. Hospital Charges. Inpatient or Outpatient hospital treatment or surgery for a medically diagnosed condition deemed necessary (see above)
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. Observation Care. Hospitals have added a new section in between emergency room and in-patient units often called '*observation care/units*'. The charges for observation care are shareable subject to guideline limitations.
5. Chiropractic Treatment. Up to 12 visits per Sharing Year (subject to the Annual Pre-Share Amount (APA) for treatment of skeletal or musculoskeletal disease or injury by a person holding a Doctor of Chiropractic (D.C.) degree and such applicable and current licensure, certification or registration ("License" or "Licensed" or "Licensure") in the state or jurisdiction where the services are rendered.
6. Home Health Care. Skilled care services at home for up to 30 days by a Home Health Care Agency for each related Medical Expense Incident, provided such home care reduces the expected medical expense and replaces hospital or nursing home services. All visits after the initial assessment visit require contact with RAP to be considered for sharing.
7. 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.
8. Limb 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 may be eligible for sharing. Eligibility of such charges is subject to all other provisions of the Guidelines. Medical billing is requested to be submitted in English and converted to U.S. currency. Medical Tourism for actual medical services provided for shareable expenses, when the total cost is less than the fair and reasonable charges of physicians or facilities who bill honorably in the United States may also be eligible for sharing.
10. Vaccinations. Vaccinations for infectious diseases, including but not limited to the Influenza Vaccine are shared in, subject to the APA and subject to the paragraph on Partial Sharing when there are less expensive alternatives.

IX. Medical Expenses NOT Eligible for Sharing

Medical expenses arising from any one of the following are not eligible for sharing among members. Members should not submit requests for or have their physician or facility submit bills to United RefuahSM for these expenses:

1. Abortion, Contraceptives, Sex Changes. 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. Oral, injectable, implantable and patch contraceptive hormonal therapies, IUD's, condoms, diaphragms, cervical caps, contraceptive sponges, spermicide and other therapies provided for purposes of contraception. 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.
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, but not limited to, 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. Medical Expenses Incurred 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.
5. Complications of Non-Eligible Treatments. Care, services or treatment required as a result of complications from a treatment not eligible for sharing, or that result from a therapy determined by United Refuah HealthShareSM not to be medically necessary.
6. 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
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. Exception: If determined by a medical doctor that extraction of impacted wisdom teeth is a medical necessity, then extraction of such teeth are covered under normal sharing guidelines.
9. Durable Medical Equipment. The purchase, rental or replacement of durable or reusable equipment or devices, *with the exception of orthotic brace replacements due to normal wear and tear.* The term "durable medical equipment" - DME - includes, but is not limited to, internal or external hearing aids, orthotics (foot, back, hand, and others), wheelchairs (manual and electric),

hospital beds, traction equipment, canes, crutches, walkers, kidney machines, ventilators, oxygen, tubing, masks, monitors, pressure mattresses, lifts, nebulizers, bili blankets and bili lights, external or implanted neurostimulators.

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.

11. Excessively Billed Services. (See Appendix C, for more information)

12. Exercise Programs. Exercise programs for treatment of any condition, except for Physician-supervised cardiac rehabilitation and or physical therapy.

13. Expenses Where Conflicts-of-Interest Exist. Expenses that result in unnecessary or inappropriate diagnostic or wellness testing being ordered, or which lead to excessive charges, may not be shared. Examples include orders by practices that generate revenues for the practice from laboratories or radiology procedures or other tests that they order. Conflicts of interest do not necessarily preclude sharing, but the prices charged and the appropriateness of the services provided will be subject to scrutiny by United Refuah HealthshareSM, and may or may not be shared, partially or completely, based on the results of such scrutiny.

14. 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.

15. Eye Care. In general, the refractive eye conditions are not shared, whereas eye diseases may be shared. The examples of refractive conditions include: Eye exercise therapy, radial keratotomy or other eye surgery to correct near-sightedness or farsightedness. 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.

16. Food or Nutritional Formula. Food, including adult and child and baby formulas of any kind. This applies whether or not a prescription is written for the over-the-counter food or formula, and regardless of whether there is a specific medical disease the therapy for which is dietary restriction (such as gluten sensitivity). Individual determinations will be made for cases in which an infant or child requires formula specifically formulated for the individual child in question because of an underlying metabolic disorder.

17. Gastric Bypass. Gastric Bypass/Sleeve or other types of bariatric/weight loss surgery are not eligible for sharing

18. Gross Negligent Acts, Hazardous Hobbies, Illegal Acts, Professional Racing or Competitive Events, Self-Inflicted Injury. 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 United Refuah HealthShareSM. Care and treatment of an injury or illness that results from engaging in a hazardous activity is not eligible for sharing. An activity 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. Charges for services

received as a result of Injury or illness caused by engaging in an illegal act or occupation; by committing or attempting to commit any crime, criminal act, assault or other illegal behavior; including but not limited to illegal drug activity, crimes against persons, crimes against property and weapons offenses is not eligible for sharing. Charges for treatment of injuries or illness while racing or competing as a professional are not eligible for sharing. 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. Any medical expense due to an intentionally self-inflicted Injury, while sane or insane is not eligible for sharing.

19. Hair Loss. Care and treatment for hair loss, hair transplants or any drug that promises hair growth, whether or not prescribed by a Physician.

20. Hearing Aids and Exams. Charges for services or supplies in connection with routine hearing exams, hearing aids, or exams for their fitting.

21. 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.

22. Impotence, Infertility, Surgical Sterilization or Reversal. The following medical expenses are not eligible for sharing: surgical and non-surgical services or products for the treatment of impotence; testosterone supplementation; infertility, diagnostic, surgical repair, non-surgical repair, or surgical impregnation; Prescription Drugs for the treatment of infertility; Expenses and complications that result from surrogacy; charges for care and treatment for, or reversal of, surgical sterilization, including vasectomy and tubal ligation.

23. Massage Services.

24. Miscarriage. Expenses related to miscarriage when conception was prior to Enrollment Date are not eligible for sharing.

25. Non-Emergency Transportation; Emergency or Non-Emergency Travel or Accommodations. 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 VIII 7) Charges for travel or accommodations, whether or not recommended by a Physician are not eligible for sharing.

26. No Obligation to Pay. Charges incurred for which the Sharing Member has no legal obligation to pay.

27. 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. United Refuah HealthShareSM reserves the right to, and will frequently undertake a process to, review billing submitted by providers or members for payment, and upon review by a qualified medical professional, decline to share expenses deemed to be Not a Medically Necessary Service.

28. Nutritional Supplements.

29. Out Patient Prescription Drugs.
- a. Available Over the Counter. Medications available over-the-counter are not eligible for sharing, regardless of whether a prescription is written. Inpatient medications are eligible for sharing.
 - b. Available Only by Prescription. United Refuah HealthShareSM, does not share in the cost of prescription medicines. United Refuah HealthShareSM provides its members access to one or more pharmacy discount programs which will assist the member in obtaining discounts on prescription drugs.
30. 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, nutritional formulas (regardless of age), elastic stockings, tubing, masks, ostomy supplies, insulin infusion pumps, ace bandages, gauze, syringes, diabetic test strips and similar supplies.
31. 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.
32. 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.
33. Replacement Braces. Replacement of braces that are due to a pre-existing condition 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, *or the need for replacement is the result of normal wear and tear.*"
34. Sports-Related Safety/Performance Devices and Programs. Devices used specifically as safety items or to affect performance primarily in sports-related activities. Any 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.
35. Testosterone Injections. Testosterone injections or supplementation, except in children where prescribed by a physician for short-term (not maintenance) use.
36. Vaccine Preventable Childhood Diseases. Childhood diseases which may be preventable by government mandated vaccines (including but not limited to Rubella, Mumps, ...) will not be eligible for sharing if the child did not receive the government mandated vaccine.
37. War. Any costs incurred that is due to knowing participation in a declared or undeclared act of war or military activity.

X. Medical Expenses Subject to Specific Sharing Limits

1. Maternity.
 - a. Pregnancy Fee. For a mother who has been a Sharing Member prior to conception, medical expenses for Maternity are eligible for sharing up to the per incident limit per pregnancy (whether for a single or multiple birth pregnancy), subject to the applicable Annual Pre-Share Amount, and subject to an additional Pregnancy Fee. The Pregnancy Fee is an additional \$1500 Pre-Shared Amount for a Couple and Family members and an additional \$2500.00 Pre-Shared Amount for Single members. This amount is per-pregnancy, including, but not limited to, charges and expenses arising from physician care, hospital or birthing center admissions, attendance by midwives, or home deliveries accompanied by a midwife or physician. Expenses related to the use of a doula are eligible for sharing up to a limit of \$300, so long as it is not performed by someone who is family or related in any way. The Pregnancy Fee per Pregnancy does not apply to miscarriages and stillborn.
 - b. Cesarean Section. Medical expenses for Maternity ending in a delivery by cesarean section that is medically necessary because of complications are eligible for sharing up to the per incident limit per pregnancy (whether for a single or multiple birth pregnancy), subject to the applicable Annual Pre-Shared Amount and Pregnancy Fee. Needs for Maternity ending in a natural delivery but with complications that threaten the life of the mother or infant and requiring care or services not normally rendered at the time of delivery are eligible for sharing up to the per incident limit per pregnancy (whether for a single or multiple birth pregnancy) subject to the applicable Annual Pre-Share Amount and Pregnancy Fee.
 - c. Separate Medical Incident. Medical expenses for a newborn including but not limited to complications at the time of delivery, or premature birth, are treated as a separate Incident, for purposes of applying the Maximum Limit Per Incident.
 - d. Unmarried, Single Woman. Medical expenses related to Pregnancy for a woman who is married at the time of conception and is subsequently widowed or divorced prior to delivery are eligible for sharing. Medical expenses related to Pregnancy of a woman who is unmarried at the time of conception are not eligible for sharing.
2. Home Health Care. Skilled care services at home for up to 30 days by a Home Health Care Agency for each related Medical Expense Incident provided such home care reduces the expected medical expense and replaces hospital or nursing home services.
3. Hospice Care. Sharing in Hospice Care, regardless of type, is subject to Pre-Notification. Additional charges for Medical Social Services are limited to \$200 of eligible expenses in total.”
4. Hysterectomy. Expenses related to a Hysterectomy are eligible for sharing only when medically necessary. Hysterectomies intended for the purpose of preventing normal or perimenopausal variations in menstruation are not eligible for sharing.
5. Organ Transplant. Expenses incurred in connection with any organ or tissue transplant may be shared among the members up to a maximum incident limit per organ per lifetime. This includes, but is not limited to, expenses incurred in evaluation, screening, candidacy determination process, organ transplantation, organ procurement, transportation of organ, donor

expenses, follow-up care, immunosuppressant therapy, and re-transplantation. This organ transplant includes, but is not limited to, transplantation of the heart, lungs, kidneys, liver, pancreas and bone marrow. Expenses incurred in connection with any organ or tissue transplant that exceed the Maximum Incident Limit will not be shared.

6. Physical Therapy, Occupational Therapy, Speech Therapy, Respiratory Therapy. Up to 10 visits per membership year for each of PT/OT/ST/RT by a licensed therapist in accord with a Physician's order to improve body function, imparted by a shareable Medical Incident. After initial evaluation, Pre-Notification and approval by United Refuah HealthShareSM is required before any needs for therapy will be considered for sharing.

7. Mental Health Services. Charges for psychiatric or psychological counseling, psychological testing and treatment are shared up to 10 visits per membership year. United Refuah HealthShareSM members do not share in expenses for learning disability, bereavement counseling, biofeedback therapy, medication and hospitalization.

8. Pre-Existing Conditions. A chronic or recurrent medical condition or symptom that exists at or prior to Enrollment Date, or can be reasonably expected to require medical intervention in the future, needs to be declared upon application for United Refuah HealthShareSM membership, and updated with any new symptoms/signs or diagnoses that become apparent after the application submission. Failure to declare a medical condition upon application, or failure to update United Refuah HealthShareSM after application, may preclude sharing in that condition any time in the future. Failure to fully disclose known or suspected pre-existing condition information at the time of application and before Enrollment Date is a violation of our shared trust between members and may subject the member to termination of membership. Chronic or recurrent conditions that have evidenced signs/symptoms and/or received treatment and/or medication within the past 36 months are not eligible for sharing during the first year of membership. In the absence of a Permanent Waiver, after the first full year of continuous membership, up to \$25,000 of total medical expenses incurred for a pre-existing condition may be shared in total during the second year of membership and up to \$25,000 of total medical expenses incurred for a pre-existing condition may be shared in total during the third year of membership. Upon the inception of the 37th month of continuous membership and thereafter, the condition may no longer be subject to the pre-existing condition sharing limitations. Appeals may be considered for earlier sharing in surgical interventions when it is in the mutual best interest of both the members and the membership to do so.

9. Screening and Wellness Visits. Charges for one wellness exam or physical including physician fee per membership year, for which there are no medical symptoms or diagnosis in advance, including routine laboratory tests, radiology, and other ancillary services or procedures that occur during or as a result of the wellness visit are eligible for sharing, after the first 60 days of membership, up to a maximum of \$600 of the fair and reasonable charges as determined by United Refuah HealthShareSM and not subject to the Annual Pre-Shared Amount (APA). Treatment or further testing for any symptoms or diagnosis discovered during a wellness exam or physical is not considered part of the annual exam. Pap smears are eligible for sharing once every year not subject to the APA. Screening colonoscopies, PSA tests, and mammograms are eligible for sharing once every two years up to and including age forty-nine (49), and not subject to the APA. Screening colonoscopies, PSA tests and mammograms for members fifty (50) years of age and older are eligible for sharing every year and not subject to the APA. *Well baby visits*

and well child visits including standard vaccinations and immunizations are not subject to the APA.

10. Partial Sharing for Newer, Optional and/or Less Accepted or Less Proven Therapies. Procedures, testing, diagnostics, interventions, therapeutics for which the medical evidence supporting efficacy is anecdotal, poor, insufficient, and/or not broadly accepted, or that have marginal clinical utility even when proven, or that are experimental for a specific relevant condition, are generally not eligible for sharing. Likewise, procedures, therapies, diagnostics and surgeries that have questionable, minimal or subjective potential benefits compared to far less expensive options are generally not sharable. *Alternative medicine and homeopathy are subject to Pre-Notification and will be evaluated on a case by case basis.* There are individual cases that benefit from individualization of sharing decisions by United Refuah HealthShareSM, and more importantly, from extensive effort by the member to appropriately evaluate the utility and cost-effectiveness of a given diagnostic or intervention in his/her special case. In order to encourage members to engage fully in the cost/quality evaluation of many newer, optional, and/or less accepted or less proven medical interventions, and to avoid centralization of those decisions, United Refuah HealthShareSM on behalf of the membership may choose between not sharing at all in certain therapies that are experimental or optional or unproven value,

- a. or to share partially (e.g., from 10%-80%) in such medical services, and apply reasonable caps to the amount the membership will share;
- b. or to share in such medical services only up to the cost of the more standard accepted and cost-effective diagnostic or therapy;
- c. or in the case of competing diagnostic methods or therapies with marginal differences in efficacy but substantial differences in cost, United Refuah HealthShareSM membership may choose to only partially share (10-80%) in the more expensive option, while the therapeutic choice and some of its financial impact remains in the hands of the member;
- d. Or, in the case of a certain highly experimental therapies of interest to a member, United Refuah HealthShareSM membership may choose to partially share in them with the acceptance by the member that any money spent on the experimental procedure would not be available for any subsequent therapeutic choices for that condition being treated. The effect would be like raising the APA for that specific condition by whatever was shared for the experimental therapy.
- e. Every individual and individual case is different. We may not consider precedent or prior cases as a determiner in any individual decision made by United Refuah HealthShareSM. Due process and fair consideration will be applied in all cases.
- f. United Refuah HealthShareSM is able to assist in price negotiation alongside the member. The purpose of this partial sharing is to keep the decision making primarily at the patient/member level for these more subjective decisions, while assuring that appropriate stewardship of membership resources is maintained.

XI. Stewardship of Member Resources

United RefuahSM utilizes various measures to ensure the proper stewardship of member resources. The purpose of these measures is to assist Sharing Members with their interaction with the health care system, so as to encourage effectiveness and efficiency.

A. Proactive Management of Medical Expenses for Effectiveness and Efficiency

1. Case Management. In cases where the Sharing Member's condition is expected to be, or is, of a serious nature, United Refuah HealthShareSM may arrange for case management services to be performed. United Refuah HealthShareSM 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.

2. Excess Charges. In furtherance of the shared beliefs of all members, it is the mission of United Refuah HealthShareSM to assist members to manage, control and direct their individual healthcare and the costs of that care. This includes the duty of each individual member of United Refuah HealthShareSM to protect all members from unfair, unreasonable, or hyper inflated charges submitted by providers of healthcare services. Provider charges must first undergo assessment of reasonableness, and if unreasonable, negotiations with health care providers will be required to be undertaken by United Refuah HealthShareSM before being eligible for sharing. Members are expected to cooperate with United Refuah HealthShare'sSM negotiation efforts. United Refuah HealthShareSM 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 United Refuah HealthShareSM. It is the intention of United Refuah HealthShareSM to limit the sharing of charges determined to be unfair or unreasonable and United Refuah HealthShareSM may choose to advocate on behalf of Sharing Members against any healthcare service provider demanding payment of such unfair charges. In this event, United Refuah HealthShareSM will make a concerted effort to encourage those physicians, providers, or facilities to agree to more reasonable prices, but if this is unsuccessful, the member will be notified by United Refuah HealthShareSM that these practices/facilities are not willing to charge reasonable fees, and should the member continue to utilize these practices/facilities, they will be doing so with the understanding that the excess charges are their (the member's) responsibility and future excess charges will not be eligible for sharing.

3. WellCheckSM. All members participate in the WellCheckSM program either to improve or sustain healthy behaviors and thereby safeguard resources. Information from each member's Health Profile Assessment, will be shared with the member and the member will be assigned to one of the following programs: (For more information on WellCheckSM, see Appendix B.)

a. Chronic Disease Management, Care Coordination and Lifestyle Coaching. (WellCheckSM Support): Members with multiple or severe chronic medical conditions will be supported by the entire care team including physicians, physician assistants, nurse practitioners, nurses, medical assistants and case managers. The purpose of this program is to support members in the improvement of their health and to lower the overall health risk imposed by these chronic conditions. This includes access to monthly health coaching

and regular assessments to promote improved health. A member will be asked, as a condition of membership, to pay an additional monthly fee (\$65) for this program.

b. Health Coaching. Proactive Lifestyle Health Coaching. (WellCheckSM Assist): Members with 1-2 chronic mild medical conditions will be assigned to a health coach to assist them with the reduction or elimination of those conditions that pose an increased risk to their health including lack of exercise, excess weight, tobacco consumption, etc. This includes access to a health coach every six weeks and regular assessments to promote improved health. A member will be asked, as a condition of membership, to pay an additional monthly fee (\$45) for this program.

c. Healthy Lifestyle Sustainment Coaching. (WellCheckSM Prime): Members who are generally healthy are encouraged to take advantage of performance based coaching that will help them continue to sustain a healthy lifestyle and take their overall physical performance to the next level for optimal living. Members have the opportunity to talk with a health coach twice a year in order to maintain proper nutrition, develop exercise routines, and achieve other lifestyle related health goals.

d. Access to Primary Care. Members with no chronic conditions will be asked to establish a relationship with a Primary Care Physician or ask URHS for assistance securing one. As a part of URHS commitment to health of its member, identification and referral to a Primary Care Physician is provided. Members with no prior relationship with a PCP will be entitled to sharing of the cost of the visit not subject to the APA and limited to \$600.00 including the costs of routine laboratory testing.

4. Pre-Existing Condition Review. Medical expenses incurred for which sharing is requested may be subject to pre-existing condition review, including, but not limited to, request for medical notes/records, hospital charts, surgical records, history of insurance payments, or other relevant medical history information. Any prior sharing that was approved for a given condition shall not serve as evidence that the condition is other than pre-existing.

5. Permanent Waivers. United Refuah HealthShareSM may request Permanent Waivers, during the membership application process, in which the potential member agrees to never request sharing for any medical diagnostic, treatment, service, or therapy that results from or is needed for a specified pre-existing condition. This process allows for individuals and families to be accepted as members sharing in expenses unrelated to the pre-existing condition. Granting of Permanent Waiver requests by United Refuah HealthShareSM, and acceptance by the applicant of the limitations of having a Permanent Waiver, are both voluntary decisions made at the discretion of United Refuah HealthShareSM and the applicant/member, respectively. Permanent waivers may be considered in individual cases for any pre-existing conditions.

6. Pre-Notification of Medical Expense. Refuah Advisory Program, (RAP) aims to advise members how to avoid unnecessary services, hospitalizations, procedures, diagnostic tests and shorten inpatient confinements, while improving quality of care and reducing expenses shared by the members. RAP is built based on a partnership between URHS and its members as it relies on bilateral and timely exchange of information. Providing sufficient advance notice, whenever possible, is a responsibility of a sharing member in order to allow United Refuah HealthShareSM the opportunity to provide a variety of suggestions designed to avoid unreasonable billing practices by some physicians and facilities. Neither RAP nor URHS dictate what medical treatment a member chooses, but rather our processes are designed to help members assess

impending interactions with a complex and confusing medical system. Because United Refuah HealthShareSM membership does not share in medically unnecessary interventions, we provide a process to help guide the member to assess medical necessity in a setting that is separate from their physician's office. Assessment of medical necessity by RAP does not establish eligibility for sharing nor guarantees that all provider/physician/facility expenses and bills will be shared. All applicable sections of the Sharing Guidelines apply even if a medical expense is determined to be medical necessary. To be considered for cost sharing, the member MUST notify United Refuah HealthShareSM IN ADVANCE (at least 7 days) by calling the RAP hotline at (440) 772-0700 for any services and procedures, labs and diagnostics listed below, except in the case of true emergencies. The Sharing Member, their Physician, or their representative should call the RAP hotline as soon as the need for admission or services is recognized, and at least seven (7) days prior to admission whenever possible. It is the responsibility of the Sharing Member to make sure that the RAP staff is contacted and not to count on the physician or facility to do so. United Refuah HealthShare'sSM relationship is with the member, not the medical provider.

To be eligible for cost sharing, Pre-Notification done by RAP is required for the following:

- a. Inpatient Hospital Confinements (including Hospital, Skilled Nursing, Inpatient Rehabilitation Facility and Hospice) The term "Inpatient" includes any facility admission, observation or other confinement that lasts more than 23 hours.
- b. Organ/Tissue Transplant Services
- c. Emergency Admission as soon as it becomes evidently needed
- d. Extended emergency department observation periods and observation care
- e. For all Home Health Care Services and Hospice Services
- f. All Outpatient Surgery (including surgical centers, clinics, hospitals)
- g. Obstetric and Prenatal Needs—member must notify United Refuah HealthShareSM directly upon learning of pregnancy—as early as possible. All admits must be pre-notified.
- h. Maternity. Upon admission or anticipated admission for Labor and Delivery, C-Section or inpatient management during pregnancy.
- i. Non-emergency Magnetic Resonance Imaging (MRI) scans
- j. Non-emergency CT scans
- k. Positron Emission Tomography Scanning (PET)
- l. All joint injections – pain management, etc.
- m. Dental – only fully impacted wisdom teeth whose extrusion are deemed medically necessary by a physician, and any accidents are eligible.
- n. Dermatology biopsies are not necessary
- o. Sleep studies are eligible if determined by a physician.
- p. Cardiac Catheterization

- q. Cardiac Rehabilitation
- r. Diagnostic Colonoscopy
- s. Endoscopy
- t. Before initiation of chemotherapy or radiation therapy
- u. Upon diagnosis of cancer while therapeutic decisions are being considered
- v. Any expected regular or repeated utilization of the following services with a max of 10 visits.
 - i Occupational Therapy
 - ii Physical Therapy
 - iii Speech Therapy
 - iv Acupuncture with a max of 10 visits
- w. Laboratory testing that is used for wellness only screening and is expensive, unusual, not proven to be beneficial in peer-reviewed publications as determined by RAP staff, *or is not in line with generally accepted practice guidelines.*
- x. For any Complementary or Alternative Medical management, after an initial evaluation, regardless of whether a CAM licensed provider or an MD or DO.
- y. Treatment outside the United States may be eligible for sharing, but a pre-notification review is required and specific and certain conditions may apply.

The following specifically do not require contact with RAP: outpatient visits, EKG, emergency department visits, routine laboratory testing, mammograms, ultrasound, vaccinations, plain x-rays, initial evaluations by therapists, skin biopsies. Lab tests are subject to review and if deemed not routine, will not be accepted for sharing.

After admission to the Hospital, the RAP 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 RAP 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 RAP staff will not be eligible for sharing.

All Emergency Hospital Admissions AND Maternity admissions MUST be reported to the RAP 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 contact RAP due to the severity of the Illness or Injury, then a Physician, or a responsible party representing the member should contact RAP 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.

To increase the likelihood that Sharing will meet member's expectations, we encourage members to contact United Refuah HealthShareSM through RAP, when in any doubt. Failure to contact RAP may be reviewed by United Refuah HealthShareSM staff and its requirement waived if there is reasonable justification for that failure.

B. Medical Needs Payable from other Sources

1. 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:

a. the State in which the injuries occurred has no Worker's Compensation laws or requirement.

b. 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.

2. Other Sources of Medical Expense Payment. In order to conserve the amounts given by the Sharing Members, it is the obligation of the member to pursue payment from any other responsible payer for such medical expenses submitted to United Refuah HealthShareSM 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. If the Sharing Member does not cooperate fully and assist United Refuah HealthShareSM in determining if his/her need is discountable or payable by another liable party, the need will become not eligible for sharing.

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. If the Sharing Member is 65 years of age or older, this limitation also includes needs that are payable by Medicare Parts A, B, C and/or D, whether the Sharing Member is enrolled in Medicare or not.

c. Liable Third Party. To the extent that such expenses are paid by insurance, Medicare, Worker's Compensation, Medicaid 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, Medicare, Workers Compensation, Medicaid, or any other liable third party or source, the Sharing Member is responsible for reimbursing

United Refuah HealthshareSM members for any payment subsequently received from another source which was previously shared among the members and paid.

C. Hospital Expenses Pursuant to Federal Law

Members are expected to avail themselves of the rights to reduced payments from hospitals and or third parties.

1. Hospital Financial Assistance Plans. Pursuant to federal law hospitals must maintain a financial assistance plan. Based on the size of a household and household income, hospital fees may be reduced or eliminated. This is not charity, but a legal right for self-pay patients without insurance.
2. Hospital Limits on Charges to Self-Pay, Uninsured Patients. Pursuant to federal law hospitals are not permitted to charge self-pay, uninsured patients more than an amount determined by the amount the hospital pays insurance companies.

XII. Submission of Medical Needs for Sharing

A. From Providers

Medical Expenses may be submitted directly from the Providers, pursuant to the instructions on the member's United Refuah HealthShareSM identification card. Such expenses must be submitted for sharing in the manner and form specified by United Refuah HealthShareSM. This may include, but not be limited to, standard industry billing forms (HCFA 1500 and/or UB 92) and medical records.

B. From Members

Sharing Members may need to submit their medical expenses directly to United Refuah HealthShareSM. The invoice received from the provider will generally not provide the information necessary to process the medical expense for sharing by other Sharing Members. It will generally be necessary to request an itemized invoice from the provider to be provided.

C. Payment 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:

1. 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.
2. 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.

XIII. Dispute Resolution and Appeals

United Refuah HealthShareSM 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 United Refuah HealthShareSM, you agree that any dispute you have with or against United Refuah HealthShareSM, 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. 1st Level Appeal.

Most differences of opinion can be resolved simply by calling United Refuah HealthShareSM. A Member Services Representative will try to resolve the matter within 10 working days in writing.

B. 2nd Level Appeal.

If the Sharing Member is dissatisfied 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 United Refuah HealthShareSM officials. The appeal must be in writing, stating the elements of the dispute and the relevant facts. It is important that the appeal should address all of the following questions:

- 1. What information does United Refuah HealthShareSM have that is either incomplete or incorrect?
- 2. How do you believe United Refuah HealthShareSM has misinterpreted the information already on hand?
- 3. What provision in the United Refuah HealthShareSM Guidelines do you believe United Refuah HealthSharesSM applied incorrectly?

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

C. Mediation and Arbitration.

If the aggrieved Sharing Member disagrees with the conclusion of the Internal Resolution Committee, then the matter shall be settled by mediation and, if necessary, legally binding arbitration in accordance with the *Beth Din of Cleveland*. 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 Cleveland, Ohio subject to the laws of the Torah. United Refuah HealthShareSM 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 United Refuah HealthShareSM and not the aggrieved Sharing Member. The aggrieved Sharing Member agrees

to be legally bound by the Arbitrator's decision. The *Beth Din of Cleveland*, will be the sole and exclusive procedure for resolving any dispute between individual members and United Refuah HealthShareSM when disputes cannot be otherwise settled.

XIV. 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 United Refuah HealthShareSM 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 United Refuah HealthShareSM, 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. Notice of material changes to the Guidelines will be given within sixty (60) days or as soon thereafter as reasonably practical.

XV. Sharing Member Rights and Responsibilities

As a Sharing Member of United Refuah HealthShareSM, 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 United Refuah HealthShareSM;
2. Receive accurate information regarding program Guidelines and eligibility of needs in both member literature and when in contact with United Refuah HealthShareSM;
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 as part of the annual advisory process.

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

1. Read all United Refuah HealthShareSM 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 United Refuah HealthShareSM 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; (See Appendix A for more information.)
4. Work with your assigned Case Manager and coordinator or Health Coach to accomplish self-determined health goals. This is your responsibility to yourself to your family and your community of health sharing;
5. Take advantage of resources provided to you by URHS such as Refuah Advisory Program (RAP), Health Assessment and Assistance Programs (WellCheckSM), to become aware of your health status, and an informed customer in the health market;
6. Learn how to promote and protect your own health and wellness, eat properly, exercise, and eliminate harmful habits, sources of stress and risk factors within your control;
7. 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;
8. 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;
9. Steward your own resources and the resources of the membership of United Refuah HealthshareSM by inquiring about costs prior to obtaining care in all non-emergency situations, make cost comparisons between providers, and make cost efficient choices about the care you obtain;
10. Be informed about the policies and practices of United Refuah HealthShareSM and follow them for the benefit of all Sharing Members;
11. Be honest about your health conditions, and provide all pertinent information to your doctor, family members, and United Refuah HealthShareSM when needed.

XVI. Definition of Terms

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

- 1) Ambulatory Surgical Center refers to any public or private State licensed and approved (whenever required by law) establishment with an organized medical staff of Physicians, with permanent facilities that are equipped and operated primarily for the purpose of performing surgical procedures, with continuous Physician services and registered professional nursing

service whenever a patient is in the facility, and which does not provide service or other accommodations for patients to stay overnight.

2) Annual Pre-Share Amount is the amount of an eligible expense that does not qualify for sharing and is calculated upon each members' enrollment date until their next annual enrollment date twelve months later.

3) Applicant means the primary 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).

4) Application Date means the date United Refuah HealthShareSM receives a complete signed and dated Membership Enrollment Application including applicable initial enrollment fees.

5) Assignment of Member Shares or Assignment of Sharing refers to 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 the 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 Member Share Amounts received by the Member from other Program Participants, and are limited by the terms of the Sharing Guidelines. A Provider that accepts this arrangement in lieu of billing the Program Participant directly indicates acceptance of the Assignment of Sharing as consideration in full for services, supplies, and/or treatment rendered, acknowledges the adequacy of such consideration, and waives its right to balance-bill the Program Participant for any amount greater than the Eligible Shared Amount. If any Provider accepting an Assignment of Member Shares thereafter does not treat the Assignment of Sharing as consideration in full for services, supplies, and/or treatment rendered, United Refuah HealthShareSM may disregard the Assignment of Sharing at its discretion and continue to treat the Program Participant as the proper recipient of any voluntary Member Shares for Eligible Expenses. Any Provider who has accepted Assignment of Sharing and payment of Member Shares and then pursues recovery from the Sharing Member, on any legal or equitable theory, of any amount of in excess of the Eligible Shared Amount shall be acting in violation of the Sharing Guidelines and shall be required to immediately repay to URHS, for the benefit of the Sharing Member, all Member Share amounts paid to such Provider in connection with the medical expenses in question.

6) Bill Review means independent auditing and review of a Provider's billed medical expenses and/or medical records to identify any Invalid Charges, calculate Fair and Reasonable Consideration for the services and supplies provided, establish whether or not such expenses are Usual, Customary and Reasonable, and determine if the billed medical expenses or some portion thereof otherwise meet, satisfy and conform to the applicable criteria, standards and requirements of the Guidelines.

7) CMS means the Centers for Medicare and Medicaid Services.

8) CMS Cost Ratio means the ratio of facility costs to charged amounts as utilized by CMS in determining facility (IPPS/OPPS) reimbursement or as reflected in a Hospital's most recent available departmental cost ratio report to CMS and published as the "Medicare Cost Report" in the American Hospital Directory.

9) 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.

10) Cost(s) means: (a) as to Hospital and Facility Services, the costs determined from review and analysis of a facility's applicable Center for Medicare Services (CMS) Cost Ratios, or otherwise in accordance with any relevant CMS Cost Ratios, or based on any other cost information, sources, lists or comparative data published or publicly available (free, for purchase or by subscription), or any combination thereof that are deemed sufficient, in the opinion of United Refuah HealthShareSM or its Medical Expense Auditor; (b) as to medical and surgical supplies, implants and devices, the costs to the Provider of such items, which may be established by a Provider invoice or a certified statement from a representative of the Provider or, in the absence of such an invoice or statement, through other sources of cost information or comparative data, such as comparable invoices, receipts, cost lists or other documentation or resources published or publicly available (free, for purchase or by subscription), or any combination thereof, that are deemed sufficient, in the opinion of United Refuah HealthShareSM or its Medical Expense Auditor; (c) as to pharmaceuticals provided by a Hospital or Facility, acquisition cost determined by reference to the National Average Drug Acquisition Cost calculated by CMS, the Average Acquisition Cost (AAC) for the state in which the facility resides, the Predictive Acquisition Cost calculated by Glass Box Analytics, or other comparable and recognized data source; and (e) as to medical and surgical supplies, implants and devices provided by a Hospital or Facility, acquisition cost determined by reference to an invoice submitted by a Hospital or Facility or, in the absence of such an invoice, a written statement from the Hospital or Facility specifying its actual acquisition cost or, in the absence of such an invoice or written statement, through other documentation or sources of cost data such as, but not limited to, comparable invoices, receipts, cost lists or other commonly recognized data source, or other documentation or sources of cost information deemed appropriate by United Refuah HealthShareSM or its Medical Expense Auditor.

11) 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.

12) Dependent refers to the applicant's spouse; children (natural born or legally adopted of either spouse) or an unmarried person under the age of 27 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.

13) Discount Provider is any Hospital, Physician and other health care provider who has agreed to accept reduced fees for services rendered to United Refuah HealthShareSM members.

14) 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.

15) Errors means any billing mistakes or improprieties including, but not limited to, up-coding, duplicate charges, charges for care, supplies, treatment, and/or services not actually rendered or performed, or charges otherwise determined to be invalid, impermissible or improper based on any applicable law, regulation, rule or professional standard.

16) Excess means charges in excess of Fair and Reasonable Consideration or Usual, Customary and 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 United Refuah HealthShareSM or its delegate in accordance with the terms of the Sharing Guidelines.

17) Facility refers to any facility that provides medical services on an Outpatient basis, whether a Hospital-Affiliated Facility or Independent Facility.

18) 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. United Refuah HealthShareSM will take 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 field or specialty 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. Fair and Reasonable Consideration may be lower than the following levels but, absent specific findings by United Refuah HealthShareSM to the contrary, no fee amounts shall be considered Fair and Reasonable Consideration if they exceed the following levels:

a. *Inpatient Services from Hospitals:* 160% of the Medicare Allowable (IPPS) Amount for the Covered Services.

b. *Outpatient Services from Hospitals and Ambulatory Surgery Centers:* 170% of the Medicare Allowable (OPPS) Amount for the Covered Services.

c. *Services from Independent Facilities with no Medicare Allowable Amount:* 170% of the Medicare Allowable Amount for comparable services and supplies in other similar facilities in the same geographic region, and/or 150% of the OPSS Reimbursement for comparable services and supplies in the same geographic region, and/or 135% of the RBRVS reimbursement for the comparable services and supplies in the same geographic region.

d. *Other Medical & Surgical Services:* General medical and/or surgical Covered Services not addressed above under the two immediately preceding subsections may be established or calculated taking into consideration and/or based upon: (i) allowable reimbursement amounts for such Services according to the OPSS Reimbursement or other Medicare fee payment methodology plus an additional 40%; (ii) the Costs for such Services plus an additional 25%; or (iii) the Usual, Customary and Reasonable Fees as reflected in, or determined by reference to or through the use of any other industry-standard resources or widely recognized data sources, including any resources listed above or any other fee and/or cost information, sources, lists or comparative data published or publicly available (free, for purchase or by subscription), or any combination of such resources that are sufficient, in the opinion of United Refuah HealthShareSM, to determine a Reasonable amount for such Eligible Medical Expense under the Program.

e. *Facilities Lacking Requisite Benchmarks & Specified Services:* In the event that for technical reasons payment parameters for Covered Services cannot be determined in

accordance with the guidelines set forth above in the four immediately preceding subsections, and for other Services or Supplies specified below, the payment parameters may be determined as follows:

- i. *Pharmaceutical Charges from any Hospital or Facility.* 120% of Cost for High Dollar Drugs and 150% of Cost for pharmaceuticals other than High Dollar Drugs, but not to exceed Usual and Customary Rates for such pharmaceuticals.
 - ii. *Supplies, Implants & Devices.* 120% of the Cost for such items
 - iii. *Clinical Care.* 200% of the Resource Based Relative Value Scale rates for the relevant geographic area.
- f. *Physician Medical and Surgical Care, Laboratory, Therapy, X-ray and Diagnostic or Therapeutic Radiology Services* - 140% of the Medicare Allowable Amount (per the geo-specific RBRVS fee schedule) for comparable services in the same geographic region, or based upon the fees for comparable Services and Supplies in the same geographic region paid at the ninetieth (90th) percentile of the payments reflected in the current Physicians' Fee Reference book or database.
- g. *Dialysis Services and Infusion Therapy* - Determined by review of the Medicare Allowable Amount for the billing provider in light of clinical considerations pertinent to the patient being treated.

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.

19) 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.

20) Guidelines or Sharing Guidelines means the documentation that describes the types of medical expenses shared by members and how United Refuah HealthShareSM functions to facilitate that sharing.

21) High Dollar Drugs means pharmaceuticals generally categorized as "orphan drugs" or "specialty drugs" or other high cost drugs, including, without limitations, biologicals, oncology drugs, bone morphogenetic proteins, nucleotide analog combinations, antiretroviral therapies, intravenous immunoglobulin, and any drug that costs more than \$10,000 for a course of treatment or during the course of any single episode of care.

22) Hobby means an activity done regularly in one's leisure time for enjoyment, pleasure or recreation.

23) 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;

- i. 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
- e. 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.”

24) Invalid Charges means: (a) charges that are found to be based on “Errors,” “Unbundling,” “Misidentification” or “Unclear Description” (as such terms are defined in the “Claim Review and Validation Program” section of the Guidelines); (b) charges for fees or services determined not to have been Medically Necessary, Usual and Customary, and Reasonable; or (c) charges that are otherwise determined by the Medical Expense Auditor or United Refuah HealthShareSM to be invalid or impermissible based on any applicable law, regulation, rule or professional standard..

25) IPPS Reimbursement means the amount that would be paid for the referenced Services and Supplies in accordance with the Hospital Inpatient Prospective Payment System used by CMS.

26) 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.

27) Marriage means the union of one man and one woman under the covenant of matrimony.

28) 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.

29) 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) Usual, Customary and Reasonable Fees;
- b) Fair and Reasonable Consideration;
- c) the allowable charge otherwise specified under the terms of the Sharing Guidelines;
- d) a negotiated rate established in a direct or indirect contractual arrangement with a Provider, or
- e) 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 Usual and Customary amount. The Program has the discretionary authority to decide if

a charge is Usual and Customary and 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.

30) Medical Expense Auditor is the party designated by United Refuah HealthShareSM to provide for, evaluate and make determinations based on Bill Review with regard to a submitted Medical Expense Need.

31) 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 United Refuah HealthShareSM to reduce such charges or expenses.

32) 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:

- (a) It is supported by national medical standards of practice;
- (b) It is consistent with conclusions of prevailing medical research that:
 - (i) Demonstrates that the health service has a beneficial effect on health outcomes; and
 - (ii) Is based on trials that meet the following designs:
 - (a) 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.) that shows clinically meaningful improvement in the 'Absolute Risk' of the treated condition.
 - (b) 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.) that shows clinically meaningful improvement in the 'Absolute Risk' of the treated condition.
- (c) It is the most cost-effective method and yields a similar outcome to other available alternatives.
- (d) All new technologies, procedures and treatments are decided based upon the language in (ii) (b) above.

To help determine medical necessity, United Refuah HealthShareSM may refer to the Sharing Member's medical records and other resources, and may require a 2nd opinion from a healthcare professional chosen by United Refuah HealthShareSM.

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 searches that are done by RAP staff or findings published in peer-reviewed journals and medical advisors to United Refuah HealthShareSM. United Refuah HealthShareSM has the discretionary authority to decide whether care or treatment is or was Medically Necessary. United Refuah HealthShareSM reserves the right to incorporate CMS (Medicare) guidelines in effect on the date of treatment as additional criteria for determination of Medical Necessity.

33) Medicare Allowable Amount means the amount that would be paid by Medicare as reimbursement for the referenced Services.

34) Misidentification means that it is determined by United Refuah HealthShareSM or its delegate that any Service or type or quantity of a drug or other Supply shown on a bill is not supported in the billing and medical records, and that some different Service or type or quantity of a drug or other Supply was actually provided.

35) Monthly Share Amount is the monetary contribution including administrative costs, voluntarily given to share in another member's medical expense need as assigned by United Refuah HealthShareSM according to the Sharing Guidelines.

36) 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.

37) OPPS Reimbursement means the amount that would be shared by the members for the referenced Services in accordance with the Hospital Outpatient Prospective Payment System used by CMS

38) 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.

39) 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.).

40) Physicians' Fee Reference means the current Physicians' Fee Reference book or database published by Wasserman Medical Publishers, LTD or its successor.

41) 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 (APN) or Advanced Practice Registered Nurse (APRN)
- 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

42) Pre-Existing Condition is a condition for which symptoms, medical advice, diagnosis, care or treatment was recommended or received within 36 months prior to the Member's Enrollment Date. Treatment includes receiving services and supplies, consultations, diagnostic tests or prescribed medicines. In order to be taken into account, the medical advice, diagnosis, care or treatment must have been recommended by, or received from, a Physician.

43) Professionals refers to Physicians and Practitioners.

44) Program refers to the medical cost-sharing program administered by United Refuah HealthShareSM.

45) Providers refers to Hospitals, Facilities, Physicians and Practitioners.

46) Reasonable means, in the discretion of United Refuah HealthShareSM, 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 United Refuah HealthShareSM 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). United Refuah HealthShareSM retains discretionary authority to determine whether service(s) and/or fee(s) are Reasonable based upon information presented to United Refuah HealthShareSM. To be Reasonable, service(s) and/or fee(s) must be in compliance with generally accepted billing practices for unbundling or multiple procedures.

United Refuah HealthShareSM reserves for itself and parties acting on its behalf the right to review charges submitted to, processed and/or shared by United Refuah HealthShareSM members, to identify charge(s) and/or service(s) that are not Reasonable and, therefore, not eligible for member sharing by United Refuah HealthShareSM. With regard to Contracted Services, charges at negotiated rates or fees specifically established under any contract for Directly Contracted Provider Services or any Physician Network Contract shall be presumed to be Reasonable, but only to the extent that such charges do not include otherwise Invalid Charges.

47) RBRVS means the Resource-Based Relative Value Scale schema used by CMS to determine the payments to be made for procedures by Medicare to physicians and other providers.

48) 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.

49) Sharing Limitation refers to medical expenses arising from or associated with a condition not eligible for sharing.

50) Sharing Member is a person who qualifies to participate by contributing monthly 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.

51) Unbundling means charges for any items billed separately that are customarily included in a global billing procedure code in accordance with the American Medical Association's CPT® (Current Procedural Terminology) and/or the Healthcare Common Procedure Coding System (HCPCS) codes used by CMS.

52) Unclear Description means, as to any amounts included in any Hospital or Facility Claim, a description from which the Medical Expense Auditor cannot clearly identify or understand the Service or Supply being billed.

53) Usual and Customary means eligible expenses identified by the Medical Expense Auditor or United Refuah HealthShareSM to be usual and customary for the service or supply in question, taking into consideration the fee(s) which the Provider most frequently charges and/or accepts as

payment for the service or supply from the majority of its patients, the cost to the Provider for providing the services, the prevailing range of fees charged and/or accepted for the service or supply by Providers of similar training and experience in the same geographic locale or area, and the Medicare reimbursement rates for the service or supply. The term(s) “same geographic locale” and/or “area” mean a metropolitan area, county, or such greater area as is necessary to obtain a representative cross-section of Providers, persons or organizations rendering such treatment, services, or supplies for which a specific charge is made or for which a reimbursement is accepted. To be Usual and Customary, fee(s) must be in compliance with generally accepted billing practices for unbundling or multiple procedures.

The term “Usual” refers to the amount of a charge made or accepted for medical services, care, or supplies, to the extent that the charge or reimbursement does not exceed the common level of charges made or reimbursements accepted by other medical professionals with similar credentials, or health care Facilities, pharmacies, or equipment suppliers of similar standing, which are located in the same geographic locale in which the charge was incurred.

The term “Customary” refers to the form and substance of a service, supply, or treatment provided in accordance with generally accepted standards of medical practice to one individual, which is appropriate for the care or treatment of an individual of the same sex, comparable age and who has received such services or supplies within the same geographic locale.

Usual and Customary charges and/or reimbursements may, at the Medical Expense Auditor’s or United Refuah HealthShare’sSM discretion, alternatively be determined and established using normative data such as, but not limited to, CMS Cost Ratios, average wholesale price (AWP) for prescriptions and/or manufacturer’s retail pricing (MRP) for supplies and devices.

For determinations of eligible shared expense made pursuant to Bill Review by a Medical Expense Auditor, the Usual and Customary fee will be the amount determined by the Medical Expense Auditor to constitute Fair and Reasonable Consideration.

54) Usual, Customary and Reasonable (UCR) or Usual, Customary and Reasonable Fees means actual fees for Reasonable services or supplies, but only the amount of those fees that constitute a Reasonable charge for such services or supplies and that does not exceed the Usual and Customary amount charged for such services or supplies. United Refuah HealthShareSM has the discretion to decide whether a charge is Usual, Customary and Reasonable.

XVII. Legal Notices

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

A. 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 entirely 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.

B. 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 entirely 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 organization'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 organization 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 organization 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 entirely 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

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. Membership is not offered through an insurance company, and the organization is not subject to the regulatory requirements or consumer protections of the Florida Insurance Code. Whether anyone choose to assist you with your medical bills will be totally voluntary because not other participant is 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.

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 entirely 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 entirely 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 entirely 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 entirely 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 entirely voluntary. Neither the organization or 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 organization facilitating the sharing of medical expenses is not an insurance company. Neither the guidelines nor the plan of operation of the organization constitutes an insurance policy. Financial assistance for the payment of medical expenses is strictly voluntary. Participation in the organization or a subscription to any publication issued by the organization 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 entirely 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 entirely 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 entirely 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 entirely 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 entirely 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 entirely 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 entirely 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 organization 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 entirely 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. Complaints concerning this health care sharing organization 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 entirely 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.

Appendix A Be a Wise Consumer of Health Care Services
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United Refuah HealthShareSM members should be knowledgeable about the issues in the U.S. Health Care System so the Member could preserve the resources of membership. The members of URHS can take action individually to make certain the monthly contributions from other members are used efficiently and effectively. The member's attention to these concerns conserve Sharing Amounts for all members and help to keep the monthly sharing contribution as low as possible.

1. Be aware of Price Variability. In addition, the prices (cost) of medical services vary tremendously in each city or market. For example, an MRI could cost \$250 or \$3500 for the same person, site and disease. There are no differences in quality or types of MRI machines that would justify that difference. It is ONLY the customer's unawareness and the contractual agreements between the insurance companies and the facilities (hospitals mostly) that conceals that information.

URHS's RAP program assists members in locating medical providers who charge fair and reasonable prices.

2. Be Aware of "Waste". The U.S. Spends more than any other industrialized country on health care (\$3.2 Trillion in 2015), therefore making it increasingly harder for an average family to afford it. However, the scientific estimates indicate that up to 50% of that spent is 'waste' as it does not add any desired health outcomes. The waste is embedded in unnecessary procedures, diagnostic, x-rays, labs, etc.

URHS's RAP program assists members in understanding and discerning the procedures which are medically necessary and those which will not add value to the member's medical treatment.

3. Conscientious Consumerism. United RefuahSM members need to become informed customers of the health care by **asking the price of each service** (non-emergency) they are planning to receive. URHS and its RAP are available to help the member satisfy those needs. For more information on the above issues and guidance on being a conscientious health care service consumer, United RefuahSM is available to assist members with their questions.
4. Primary Care Physician. United Refuah HealthShareSM strongly recommends its members to establish a relationship with a Primary Care Physician (PCP). URHS could assist the member with finding a high-quality PCP in member's zip code areas.
5. Communicate with Your Physician. Each member needs to inform their physician or other medical provider that they are a self-pay patient, and ask for any appropriate discounts. Members should ask for the price or cost of each service (diagnostic or treatment) that they are planning to receive (not emergency cases).

Appendix B The WellCheckSM Program

The **WellCheckSM** program is offered to help members in improving their personal health.

After a household (Single, Couple or Family) has been accepted as a URHS member, a Health Profile Assessment (“HPA”), review of claim history and review of medical records must be completed for each member of the household. URHS will share the results of the HPA with the member. If the member requests, URHS will also provide the results to the member’s physician.

Based on the HPA results, there are three levels of **WellCheckSM** that members are placed into. All members participate in the **WellCheckSM** program, regardless of health condition, either to improve or sustain healthy lifestyles. The three programs are:

WellCheckSM Prime, WellCheckSM Assist, and WellCheckSM Support.

WellCheckSM Support

Members assigned to **WellCheckSM Support** are those who have multiple medical conditions who would benefit from Chronic Disease Management, Care Coordination and active health coaching. These Members will be assisted by a team of practitioners, including physicians, physician assistants, nurses, medical assistants and/or case managers to support them in improving their health and lowering the overall health risk imposed by these chronic conditions. The member will receive medical advice and health coaching at least once a month with the ability to contact their health coach more frequently. For members participating in the **WellCheckSM Support**, there is an additional monthly fee of \$65.00 per participating individual.

WellCheckSM Assist

Members assigned to **WellCheckSM Assist** are those with 1-2 mild medical conditions who would benefit from proactive Health Coaching. Those Members will be assigned to a health coach to assist them with reduction or elimination of those conditions, including lack of exercise, excess weight, tobacco consumption, etc. The member will be scheduled to receive medical advice and health coaching every four to six weeks with the ability to contact their health coach more frequently. For members participating in the **WellCheckSM Assist**, there is an additional monthly fee of \$45.00 per participating individual.

WellCheckSM Prime

Members assigned to **WellCheckSM Prime** are those who are generally healthy and maintain a healthy lifestyle, but who from time to time might be interested in taking advantage of performance based coaching that will help them continue to sustain a healthy lifestyle and take their overall physical performance to the next level. At this level is all about priming for optimal living. These members are assigned a health coach at their request for nutrition and exercise advice. Members will receive medical advice and health coaching at least twice a year with the ability to contact their health coach more frequently. For members participating in **WellCheckSM Prime**, there is no additional monthly fee per participating individual.

Joining **WellCheckSM** is a condition of membership. However, if **WellCheckSM Assist** and/or **WellCheckSM Support** is required for one or more members of the household, the specific

member may withdraw by the end of the 2nd month, with a refund of monthly contributions for that member; or the entire household may withdraw with a return of the monthly contributions for that household and one-half of the Initial Membership Dues.

If in **WellCheckSM Assist** and/or **WellCheckSM Support** the members remains enrolled in that program for at least one year. **WellCheckSM Prime is indefinite.** At renewal, all URHS members will update their HPA. At this time, members may be moved to different **WellCheckSM** Programs depending on their health profiles and what is in the best interest of their health. Members are reminded that these programs exist for the purposes of improving and sustaining ones health in an effort to build a healthier and more satisfying lifestyle community.

URHS reserves the right to not renew members who fail to actively participate in the **WellCheckSM Assist** and **WellCheckSM Support** programs. However, the determination not to continue is never based on the amount of medical needs submitted for sharing.

Appendix C

Determination of Excess Costs

United Refuah HealthShareSM defines excess as meaning charges in excess of those which are considered to be Fair and Reasonable, as evidenced by common forms of reference in the market.

For the purposes of considering whether a cost is reasonable, this determination will consider, but will not be limited to, the findings and assessments of the following entities:

- (a) The National Medical Associations, Societies and Organizations
- (b) The Food and Drug Administration (FDA)
- (c) The Centers for Medicare and Medicaid Services (CMS)
- (d) The U.S. Department of Health and Human Services (HHS)

United Refuah HealthShareSM primarily utilizes a Medicare Level Reference based pricing methodology in determining which costs of a medical bill are reasonable for payment versus in excess given the marketplace. In cases where an equivalent Medicare priced service/product is unable to be referenced, a cost plus or Usual, Customary and Reasonable (UCR) pricing method may be used.

In this regard, the program considers costs above these generally acceptable levels, as explained further in the sections below, to be in excess of standard rates and thereby caps reimbursement as such.

The program will also assign for sharing the actual charges billed by the provider to the self-pay member, if it is less than any of these referenced amounts.

United Refuah HealthShareSM retains the discretionary authority to decide if a charge is Medically Necessary or Reasonable given the situation or circumstances.

Regardless of the typical practices for any provider or other providers of comparable services, Fair and Reasonable Consideration shall not include amounts for 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.

Nor shall it include amounts charged resulting directly or indirectly from errors in medical care that are identifiable, preventable and negative in their consequences as outlined in evidence-based guidelines.

Medicare Level Reference

Medicare Level references are well established and market adjusted levels of payment exist for a majority of all medical conditions. (Pediatric services, however, are limited.) Most, if not all, providers, doctors and hospitals know their level of cost, i.e. charged prices, in comparison to the Medicare Levels. In most markets, a payment level of 110-130% of Medicare is considered excellent reimbursement for medical services.

In general, United Refuah HealthShareSM considers a medical bill to be in excess, when it exceeds the following rates, given the type of provider/service:

- *Services from Physician Practices:* 150% of the Medicare (OPPS) referenced allowable amount for covered comparable services.
- *Inpatient Services from Hospitals:* 160% of the Medicare (IPPS) referenced allowable amount for covered services.
- *Outpatient Services from Hospitals and Ambulatory Surgery Centers:* 170% of the Medicare (OPPS) referenced allowable amount for covered services.

Cost Plus

When level references are unavailable, a cost plus pricing strategy may be used to determine excess cost for capping reimbursement as follows:

- *High Dollar Pharmaceutical Charges from any Hospital or Facility:* 120% of Cost
- *Non-High Dollar Pharmaceutical Charges from any Hospital or Facility:* 150% of Cost
- *Supplies, Implants & Devices:* 120% of the Cost
- *Clinical Care:* 200% of the Resource Based Relative Value Scale (RBRVS) for area

Usual, Customary and Reasonable (UCR)

UCR, in general, refers to the amount paid for a medical service/product in a certain geographic area based on what providers in that area usually charge for the same or similar medical service/product.

The term “Usual” refers to the amount of a charge made or accepted for medical services, care, or supplies, to the extent that the charge or reimbursement does not exceed the common level of charges made or reimbursements accepted by other medical professionals with similar credentials, or health care Facilities, pharmacies, or equipment suppliers of similar standing, which are located in the same geographic locale in which the charge was incurred.

The term “Customary” refers to the form and substance of a service, supply, or treatment provided in accordance with generally accepted standards of medical practice to one individual, which is appropriate for the care or treatment of an individual of the same sex, comparable age and who has received such services or supplies within the same geographic locale.

The term “Reasonable” refers to the characterization of the amount charged in comparison to the value of services rendered as it relates to the generally accepted billing and medical practices of the same geographic locale.