

These are the official United Refuah HealthShare
Sharing Guidelines for 2021.

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:

United Refuah HealthShare
P.O. Box 18523
Cleveland Heights, OH 44118

Tel: (440) 772-0700
Fax: (440) 510-0444

Web: www.unitedrefuahhs.org
e-mail: service@unitedrefuahhs.org

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 HealthShare (herein referred to as United Refuah or URHS) is the program name of Maysville Fellowship Medical Aid Plan, Inc. which is a 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 HealthShare 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 HealthShare 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 HealthShare 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 certain pre-existing medical needs or conditions, since related expenses may strain our ability to share beyond our current capacity, and may make it impossible to share in eligible medical needs of our existing membership.

United Refuah HealthShare 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 excessive medical utilization and prices.

II. Types of Members

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 Program

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 HealthShare 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 the WellCheckSM Program. An additional monthly charge of \$55 for each member participating in the WellCheckSM Program will be charged. Each member's health and lifestyle status may be reviewed annually to determine if membership in WellCheckSM should be initiated, continued or discontinued. This also applies to members that were not initially required to participate in the WellCheckSM program upon their enrollment. Participation in the WellCheck Program is not voluntary for such members, and membership is contingent on participation in the program. (See Appendix B for more information regarding the WellCheckSM program.)

New Provisional Members will no longer be accepted as of January 1, 2020.

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. Accept our Shared Jewish Beliefs

United Refuah HealthShare members come together to share medical expenses 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 merely as a matter of convenience or cost savings, but because our religious, ethical and moral code encourages us to do so. 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 below.

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.

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 HealthShare is expected to strive to live in accordance with the following beliefs:

1. A loving, kind, and ethical G-d wishes to reward His creations for doing what is right.
2. G-d communicated these desires to mankind, and these Divine commandments 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 of Jewish religion must worship the G-d of the Torah and only the G-d of the Torah.
 - c. We believe that every individual of Jewish religion 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 in the value of every moment of human life, and as such we have a fundamental right to make our own healthcare decisions in consultation with medical advisors, family, religious 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 believe that we are accountable to G-d and to our fellow members for our use of communal resources, and as such we will demonstrate responsibility for the sharing funds provided by other members.
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. Maintain a Jewish 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.

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 tobacco products or e-cigarettes (including, but not limited to: cigarettes, cigars, pipes, vaping, hookah, and dip/chew) regardless of nicotine content, and marijuana products regardless of legality in your local area.
2. Following scriptural teachings on the use or abuse of alcohol.
3. Following scriptural teachings on relationships, including but not limited to refraining from any form of promiscuous or out-of-wedlock relationships.
3. Avoiding abuse of prescription drugs. Abuse means consuming prescription medications in a manner not intended by the prescriber that may 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 limiting food choices that are harmful.

C. Provide truthful and complete Medical Information at all times

As a sharing organization, we are constrained by finite resources, regardless of the size of our membership population. **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, either a *Sharing Waiver* or *Membership Rejection* may be issued retroactively to his/her Effective Date.** In such an event, the Initial Enrollment Fee paid at the time of application, or any previously paid Renewal Membership Dues will not be refunded. Sharing Members may apply to have a *Sharing Waiver* removed by providing medical evidence supporting qualification for such removal. However, although *Sharing Waivers* and *Membership Rejections* may be applied retroactively, they are not removed retroactively. Failure to provide truthful information in any interaction with United Refuah HealthShare, whether written, verbal, or otherwise, may also result in retroactive Membership Rejection.

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 HealthShare. Membership begins on the date that is specified by United Refuah HealthShare in writing to the Sharing Members. If not all members of the household listed on the Application qualify for Sharing Membership and, as a result the Applicant decides to withdraw the application, the Initial Enrollment Fee will be refunded upon request.

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.

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 is a family with 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. 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 25 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 Yeshiva, 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 26th birthday, a dependent is no longer eligible for Full-Time Student status.

- ii. Full-time student status ends when a dependent reaches his/her 26th 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 26th birthday to permit that ongoing medical need to be considered as eligible for sharing.
- iii. 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 waiver. If the dependent applies within 30 days and is accepted within 90 days of the loss of qualification, the Initial Enrollment Fee for the first year is 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.

- d. Newborns. A newborn child born as a result of an eligible pregnancy may be added as a dependent to a membership. The request to add the newborn child must be submitted in writing within 30 days of the birth. Such notice is the responsibility of the existing Sharing Member. Failure of the Sharing Member to notify United Refuah of the birth, and request that the newborn be added as a Sharing Member, will disallow sharing for any medical expenses for the newborn child, including but not limited to, hospital nursery and physician fees for the birth. A newborn child of an eligible pregnancy for which notification is provided more than 30 days after birth, or a newborn child born as a result of an ineligible pregnancy may be added as a dependent to a membership but will be subject to the same sharing limitations during the first 60 days of membership, as well as the same limitations on any preexisting conditions, as a new 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. Sharing limitations during the first 60 days of membership will apply to the adopted child as those of a new member.

- f. Change in Status of Dependents. It is the member's responsibility to notify United Refuah 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. The increase in the Suggested Minimum Share Amount, and any increase in Annual Pre-Share or Co-Share Maximum amounts will be effective as of the first day of the month in which the change is requested, and will not be prorated.

C. Submit Membership Dues

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

1. Initial Enrollment Fee. An Initial Enrollment Fee of \$125 is due at the time of initial application. This amount also includes Membership Dues for the first year of membership.
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, and shall be collected in the same manner and concurrently with the member's thirteenth (13th) month member contribution. A member's renewal will not 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.
3. Refund of Membership Dues. The Initial Enrollment Fee is eligible for a refund, upon request, if one or more members of the family are rejected as ineligible and no other members of the family choose to enroll.
4. Refund of Renewal Membership Dues. Renewal membership Dues are not refundable, unless the member has withdrawn membership, effective for the thirteenth (13th) month, as specified below.

D. Submit Suggested Monthly Share Amounts

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

1. Monthly Share Amount. The Monthly Share Amount is the monetary contribution suggested by United Refuah HealthShare, 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 if applicable.

2. Submit Monthly. Remittance of the Monthly Share Amounts is required by the 5th day of each month. If the Suggested Monthly Share Amount is not received 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.

4. Returned Payment Handling Fee. If a recurring credit card or checking account payment is not honored and returned by a member's financial institution, a \$25 handling fee will automatically be added to the next payment to offset the costs of repeat payment processing.

E. Withdrawing Membership

A member who desires to withdraw from the program must send written notice of this withdrawal by the last day of the month prior to the month in which contributions will cease.

F. Reactivating Membership

1. 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 Renewal Membership Dues. Needs occurring after a Sharing Member's deactivation date and before the reactivation date are ineligible for sharing, even after membership is reactivated. The Sharing Member is required to inform United Refuah of any medical conditions or symptoms that have presented themselves prior to, or during, their lapse in membership. United Refuah reserves the right to refuse reactivation or issue sharing waivers based on such information.

2. 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 Amounts, 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 in respect to Sharing Limitations or Sharing Waivers on preexisting conditions, pregnancy eligibility, and limitations on medical incidents occurring during the initial 60 days of the new membership.

G. Termination of Membership for Non-disclosure

Members that fail to provide a complete and truthful medical history on the application for membership may have their membership terminated retroactively for all family members upon discovery of such non-disclosure. Such members will not be entitled to any refund for past contributions, and may be required to reimburse United Refuah for any sharing requests that have already been paid.

V. Use of Funds Received by United Refuah

All amounts received from Sharing Members are allocated to Administrative Expenses and sharing of eligible medical expenses.

A. Administrative Expenses

United Refuah facilitates the sharing of medical expenses between its Sharing Members. In order to facilitate such sharing, certain operating expenses are incurred. These amounts are referred to as Administrative Expenses. Administrative Expenses are funded by certain amounts of Dues and Suggested Monthly Contributions. 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 HealthShare. Notice of any such changes will be reported to members in a timely manner. The following are allocated for Administrative Expenses:

1. Initial Enrollment Fees and Annual Renewal Dues. The initial and renewal Annual Membership Dues are designated as administrative fees
2. First Two Monthly Contributions. During the first two months of membership, the Monthly Share Amount will be designated as an administrative fee.
3. Third and Subsequent Monthly Contributions. Beginning with the third month of membership, twenty percent (20%) of each Suggested Monthly Contribution is designated as an administrative fee, regardless of family size and regardless of the type of membership (Single, Couple or Family).

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. Sharing Members are assigned specific medical needs incurred by other members in which to share. By submission of his/her Suggested Monthly Share Amount, the member effectively instructs United Refuah HealthShare 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) appoints United Refuah HealthShare as the designated authority for the interpretation of the Guidelines.
 - b. Having Needs Shared. Sharing Members who participate regularly by sending their Suggested Monthly Share Amount will have their eligible needs (if and/or when they occur) assigned to other active Sharing Members.

VI. When Eligible Needs Exceed Available Shares

If at any time available shared amounts are less than eligible needs, then the Suggested Minimum Share Amount may be increased to satisfy the eligible needs. Alternatively, sharing of eligible medical expenses may be processed on a pro-rata basis based on the funds available for sharing. These actions may be undertaken temporarily or on an ongoing basis. Members who wish to cancel their membership due to such an increase or pro-rata processing may do so by providing written cancellation instructions within 30 days of such notice.

VII. Amounts of Eligible Medical Needs Shared

The members of United Refuah HealthShare do not have unlimited resources. Therefore, each member must be a good steward of the Shared Amounts contributed by other members. In addition, in order to both provide for the needs of Sharing Members and avoid burdensome Suggested Monthly Share Amounts, total eligible needs for sharing among the members are limited as defined in this section and as may be indicated in writing to the individual Sharing Member.

A. First Sixty Days of Membership

Sharing for medical expenses during the first 60 days of membership is limited to expenses arising from an acute illness, accident or injury only. The maximum cumulative amount for all such medical expenses combined is \$25,000 per member subject to applicable Pre-Share and Co-Share Responsibilities. If such illnesses, accidents, or injuries require additional care following the first 60 days of membership, they will retain the same \$25,000 maximum sharing amount for the lifetime of the membership. Any expenses related to other medical conditions or symptoms that have been diagnosed or have presented themselves during the first 60 days of membership will not be eligible for any sharing during the first 60 days of membership, and will retain the same \$25,000 lifetime maximum for expenses incurred after the first 60 days of membership.

B. Lifetime Limit

None.

C. Limit per Incident

A Medical Expense Incident is any medically diagnosed condition or event requiring medical treatment and incurring medical expenses related to the same diagnosis or event. All related medical bills of the same diagnosis or related to the same event 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. Member Responsibility

United Refuah HealthShare requires members to participate in their own medical expenses before other members will share in their needs. Each membership must satisfy their Annual Pre-Share Amount before other members will share in their eligible medical expenses. In addition, each membership is responsible for Co-Share and Pregnancy Fee (if applicable) amounts as defined below.

1. **Annual Pre-Share Amount:** Eligible needs are shared in excess of the first \$500 of any eligible need for a Single member, the first \$1,000 for a Couple, or the first \$1,500 for a Family membership. Such Annual Pre-Share Amount shall be calculated upon each member's Enrollment Date until their Annual Renewal Date twelve months later. Only medical needs eligible for sharing will be applied to the member's Annual Pre-Share Amount.
2. **Annual Co-Share Responsibility:** Once the Annual Pre-Share Amount has been met, 80% of Eligible Medical Expenses will be assigned for sharing. Member is responsible for the remaining 20% of the eligible expenses until the Annual Member Co-Share Responsibility is met. The Maximum Annual Co-Share Responsibility for a Single is \$2,000, for a Couple is \$4,000 and for Family is \$8,000. (Pregnancy related expenses are also subject to the Pregnancy Fee before they are eligible for sharing, as listed below).
3. **Pregnancy Fee:** In addition to the Annual Pre-Share Amount, there is an additional 'Pregnancy Fee' per pregnancy for Single and Couple memberships. The Pregnancy Fee per pregnancy for Single memberships (who were married at time of conception) is \$2500, and \$900 for Couple memberships. The Pregnancy Fee is in addition to the Annual Pre-Share and Co-Share member responsibilities. The estimated date of delivery (EDD) must be at least ten months from the date of enrollment for any pregnancy related expenses to be eligible for sharing.

VIII. Member Expenses Eligible for Sharing

Medical costs are shared on a per-person, per-incident basis for illnesses or injuries that are incurred at least 60 days 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, medical imaging, and ambulance transportation, unless otherwise limited or excluded by these Guidelines.*

Requests for sharing of Medical costs must be received by United Refuah no later than 90 days from the date of service. If additional information is requested by United Refuah from the Sharing Member to facilitate sharing of a request for sharing, such information must be furnished by the Sharing Member within 15 days of such request. Requests for Sharing received later than 90 days from the date of service are ineligible for sharing.

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). All hospital admissions must be pre-notified to United Refuah HealthShare in advance with the exception of a true medical emergency (i.e. acute heart attack, stroke, major trauma and the like).
2. Physician's Services. Physician services for the diagnosis, treatment, or management of an Illness or Injury.

3. Preventative Care.
 - a) Physician services and related laboratory services that are for wellness or preventative care only, are shareable up to a maximum of \$600 per year per member.
 - b) Certain preventative care such as mammograms, colonoscopies, and pap smears have additional sharing eligibility as listed below, however they are subject to the Annual Pre-Share Amount and Annual Co-Share Responsibility.
 - c) Well baby visits and well child visits are not subject to the Annual Pre-Share Amount.
 - d) Standard vaccinations and immunizations are subject to the Annual Pre-Share Amount and Annual Co-Share Responsibility. Note: when making an appointment for childhood Vaccinations, members should always request from their provider VFC (Vaccines For Children) vaccines which are provided by every state at no charge (except minimal admin fee) for all uninsured children. These may be available directly from your provider or through a local public health clinic.
4. 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. **Emergency Room services for non-emergency care are ineligible for sharing.**
5. Observation Care. The charges for hospital observation care are shareable subject to guideline limitations.
6. Chiropractic Treatment. Up to 12 visits per Sharing Year (subject to the Annual Pre-Share Amount (Annual Pre-Share Amount) 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. Chiropractic wellness care is ineligible for sharing. The maximum amount eligible for sharing for chiropractic care for a single date of service is \$75.
7. Home Health Care. Skilled care services at home for up to 30 days by a Home Health Care Agency for each related Medical 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 United Refuah HealthShare to be considered for sharing.
8. 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. Air ambulance transportation is only eligible for sharing if land ambulance transportation is medically contraindicated. The maximum amount eligible for sharing for air ambulance transportation is \$25,000 per incident.
9. Limb Prosthetics, and their replacement, if medically necessary.
10. 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 must be submitted in English and converted to U.S. currency. Complete medical records must be submitted together with any request for out of country medical expense sharing. Medical Tourism for eligible medical services may be eligible for sharing when the total cost is less than the Usual, Reasonable, and Customary charges for similar services rendered in the United States.

11. Vaccinations. Vaccinations for infectious diseases, including but not limited to the Influenza Vaccine are shared in, subject to the Annual Pre-Share Amount, Annual Co-Share Responsibility, and subject to the Sharing Guideline limitations on Partial Sharing when there are less expensive alternatives.

IX. Medical Expenses Ineligible for Sharing

Medical expenses arising from any one of the following are ineligible for sharing among members, nor are they eligible towards the Annual Pre-Share or Co-Share responsibilities. Members should not submit sharing requests to United Refuah for these expenses:

1. Abortion, Contraceptives, Sex Changes, Sexually Transmitted Diseases (STD's). 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. Prevention, screening, treatment, and management of any Sexually Transmitted Disease (STD) that are a result of religiously prohibited behavior are ineligible for sharing.
2. Alcohol/Drugs. Services, supplies, care or treatment to a Sharing Member for an Injury and/or disease which occurred as a result of that Sharing Member's abuse and/or use of alcohol or drugs/pharmaceuticals, including, but not limited to, any hospitalization and /or 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 medical incident or medical care that were ineligible for sharing, or that result from a therapy determined by United Refuah HealthShare not to be medically necessary.
6. Cosmetic Procedures. Care and treatment provided for disfiguration caused by amputation, disease (including Acne), accident are eligible for sharing. Initial 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 ineligible for sharing
7. Custodial Care. Services or supplies provided mainly as a rest care, 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 are ineligible for sharing with the exception of the repair of sound natural teeth due to injuries that occur while the person is a Sharing Member. The extraction of wisdom teeth is ineligible for sharing.
9. Durable Medical Equipment. The purchase, rental or replacement of durable or reusable equipment or devices is ineligible for sharing. The term "durable medical equipment" - DME - includes, but is not limited to, internal or external hearing aids, braces, 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 considered 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 subject to additional limitations herein.
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 receive revenue from laboratories or radiology procedures or other tests that they order.
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.
15. Eye Care. The care of refractive eye conditions are ineligible for sharing. The care of eye diseases may be eligible for sharing. Ineligible services include: Eye exercise therapy, radial keratotomy or other eye surgery to correct near-sightedness or farsightedness, 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 ineligible for sharing.
18. Genetic Testing. Genetic Testing is ineligible for sharing, regardless of the reason it is being requested.

19. 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 HealthShare.

Examples include, but are not limited to, the following:

- a) Care and treatment of an injury or illness that results from engaging in a hazardous activity is ineligible 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.
- b) 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 gun offenses is ineligible for sharing.
- c) Charges for treatment of injuries or illness while racing or competing as a professional are ineligible 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.
- d) Any medical expense due to an intentionally self-inflicted Injury, while sane or insane is ineligible for sharing.

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

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

22. 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.

23. Impotence, Infertility, Surgical Sterilization or Reversal. 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.

24. Hormone Replacement Therapy. Including, but not limited to, treatment for children of short stature.

25. Lice Removal and Treatments. Expenses incurred with the removal or treatment of Lice infestation is ineligible for sharing, even if performed by a medial provider.

26. Massage Services.

27. Miscarriage. Expenses related to miscarriage when conception was prior to Enrollment Date are ineligible for sharing.

28. 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 ineligible for sharing. Also, the additional expense for transportation to a facility that is not the nearest facility capable of providing medically necessary care is ineligible for sharing. (See VIII 7) Charges for travel or accommodations, whether or not recommended by a Physician are ineligible for sharing.
- 28 No Obligation to Pay. Charges incurred for which the Sharing Member has no legal obligation to pay.
- 29 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.
30. Nutritional Supplements.
31. Outpatient Prescription Drugs.
- a. Available Over the Counter. Medications available over-the-counter are ineligible for sharing, regardless of whether a prescription is written. Inpatient medications are eligible for sharing.
- b. Available Only by Prescription. United Refuah HealthShare, does not share in the cost of prescription medicines. United Refuah HealthShare provides its members access to one or more pharmacy discount programs which will assist the member in obtaining discountst on prescription drugs.
32. 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), blood pressure instruments, elastic stockings, tubing, masks, ostomy supplies, insulin infusion pumps, ace bandages, gauze, syringes, diabetic test supplies and similar devices and supplies.
33. 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, scales, elastic bandages or stockings, non-prescription drugs and medicines, and first-aid supplies and adjustable beds.
34. 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.
36. 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 ineligible.
37. Testosterone Injections. Testosterone injections or supplementation, except in children where prescribed by a physician for short-term (not maintenance) use.

38. 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. Prior to Conception. The medical cost of pregnancies will only be shared if the EDD (Estimated Due Date) is at least 10 months after the members enrollment date.

b. Pregnancy Fee. Medical expenses for an eligible pregnancy are eligible for sharing, subject to the applicable Annual Pre-Share Responsibility, Annual Co-Share Responsibility. An additional Pregnancy Fee responsibility for Single and Couple members will be applied to all pregnancy related expenses. The Pregnancy Fee for Single members is \$2500 per pregnancy, and \$900 for Couple members per pregnancy. There is no additional Pregnancy Fee for Family memberships. Pregnancy related expenses include, but are 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. Multiple birth pregnancies are considered a single medical incident in respect to the Per Incident Limit. Expenses related to the use of a certified doula or labor coach are eligible for sharing up to a limit of \$300. The Pregnancy Fee per Pregnancy does not apply to miscarriages and stillborn births.

c. 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, Annual Co-Share Amount and Pregnancy Fee.

d. 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.

e. 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 ineligible 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 ineligible for sharing.

5. Organ Transplant. Expenses incurred in connection with any organ or tissue transplant may be eligible for sharing 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 12 visits for all therapy types combined per membership year for PT/OT/ST/RT services by a licensed therapist in accord with a Physician's order to improve body function. The maximum amount eligible for sharing for any single date of service for Physical Therapy, Occupational Therapy, Speech Therapy or Respiratory Therapy is \$125. **After initial evaluation, Pre-Notification and approval by United Refuah HealthShare 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 provided in connection with a diagnosis of a recognized Mental Illness are eligible for sharing up to a maximum of ten (10) visits per membership year. The maximum amount eligible for sharing for any single date of service for Mental Health Services is \$125. United Refuah HealthShare members do NOT share in expenses for treatment of other mental health needs that are not classified as a diagnosed mental illness, including but not limited to, counseling for a behavioral and/or social issue, learning disability, bereavement counseling, biofeedback therapy, family and/or marriage counseling, 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 HealthShare membership, and updated with any new symptoms/signs or diagnoses that become apparent after the application submission prior to membership acceptance.

A symptom includes any physical condition which a reasonable person would consider the result of a medical condition, whether or not previously treated or reported to a medical provider. Failure to declare a medical condition upon application, or failure to update United Refuah HealthShare after application prior to acceptance, may preclude sharing in that condition.

Failure to fully disclose known or suspected pre-existing condition information at the time of application and / or 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, and/or had follow up monitoring / testing within the past 36 months are ineligible for sharing during the first and second year of membership. In the absence of a Permanent Waiver, after the second 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 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.

a. Annual Wellness Visit Charges for one wellness exam or physical per membership year, including routine laboratory tests, 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 HealthShare and not subject to the Annual Pre-Shared Amount (Annual Pre-Share Amount). Women may apply an additional annual GYN wellness exam and associated lab testing towards the above annual \$600 Wellness maximum. Charges for additional wellness visits, or for amounts exceeding the \$600 annual maximum will not be eligible for sharing, nor will they be applied to the annual Pre-Share or Co-Share responsibilities.

b. Well baby visits and well child visits are not subject to the Annual Pre-Share Amount. However, standard vaccinations and immunizations are subject to the Annual Pre-Share Amount and Annual Co-Share Responsibilities. Note: when making an appointment for childhood Vaccinations, members should always request from their provider VFC (Vaccines For Children) vaccines which are provided by every state at no charge (except minimal admin fee) for all uninsured children. These may be available directly from your provider or through a local public health clinic.

c. Treatment or further testing for any symptom or diagnosis discovered during a wellness exam or physical is not considered part of the annual exam, and is shared subject to the Annual Pre-Share Amount and Annual Co-Share Responsibilities.

d. Other Screenings The following screening tests are not included in the \$600 Wellness allowance listed above, and are shared subject to the Annual PreShare Amount and Annual Co-Share Responsibilities with the following frequency limitations:

- i. Pap smears are eligible for sharing once every three years for members age 21 to 65.
- ii. Mammograms are eligible for sharing once between the ages of 40-49, and every other year for women members age 50 and above.
- iii. Screening colonoscopies, and PSA tests are eligible for sharing once every ten years for members ages 50 and above.

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 ineligible 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 HealthShare, 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 HealthShare on behalf of the membership may choose between not sharing at all in certain therapies that are experimental or optional or unproven value. Alternatively, United Refuah HealthShare may decide;

- a. 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 HealthShare 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 HealthShare 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 the equivalent to raising the Annual Pre-Share Amount for that specific condition by the amount that 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 HealthShare. Due process and fair consideration will be applied in all cases.
- f. United Refuah HealthShare may be able to assist the member in price negotiation. The purpose of the above partial sharing options 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 Refuah 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, 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 HealthShare may arrange for case management services to be performed. United Refuah HealthShare 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 HealthShare 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 HealthShare to protect all members from unfair, unreasonable, or excessive 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 HealthShare before being eligible for sharing. Members are expected to cooperate and assist with United Refuah HealthShare'sSM negotiation efforts. United Refuah HealthShare 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 HealthShare.

When required to obtain Pre-notification, the member may be notified by United Refuah HealthShare that the medical providers are not agreeable to a fair and reasonable compensation, at which point the member may decide to locate alternate providers that bill within fair and reasonable limits. Alternatively, if the member chooses to use a provider that refuses to agree to fair and reasonable compensation prior to the procedure, the member shall be liable for the excess charges.

It is the intention of United Refuah HealthShare to limit the sharing of charges determined to be unfair or unreasonable, and United Refuah HealthShare 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 HealthShare will make a concerted effort to encourage those physicians, providers, or facilities to agree to more reasonable prices. If such efforts are unsuccessful, the member will be notified by United Refuah HealthShare that these practices/facilities are not willing to charge reasonable fees, and by utilization of these practices/facilities, the member is expressing their understanding and agreement that the excess charges are their (the member's) responsibility and not eligible for sharing.

3. WellCheckSM. Certain members are required to participate in the WellCheckSM program either to improve or sustain healthy behaviors and thereby safeguard resources. The purpose of this program is to support members in the improvement of their health and to lower the overall health burden imposed by these chronic conditions. This may include 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 (\$55) for this program.

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 HealthShare may request Permanent Waivers during the membership application process or upon discovery of an undisclosed preexisting condition 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 such preexisting 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 HealthShare, and acceptance by the Applicant of the limitations of having a Permanent Waiver,

are both voluntary decisions made at the discretion of United Refuah HealthShare and the Applicant/member, respectively. Permanent waivers may be considered in individual cases for any pre-existing conditions.

6. Pre-Notification of Medical Expense. The requirement for prenotification for specific medical needs 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. This requirement 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 HealthShare the opportunity to provide a variety of suggestions designed to avoid unreasonable billing practices by some physicians and facilities. United Refuah HealthShare does not 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 HealthShare 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 United Refuah HealthShare 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 eligible for sharing, the member MUST notify United Refuah HealthShare IN ADVANCE (at least 7 days) by calling (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 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 United Refuah HealthShare is contacted and they cannot assume that the physician or facility will do so. United Refuah HealthShare'sSM relationship is with the member, not the medical provider.

To be eligible for sharing, Pre-Notification 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 HealthShare directly upon learning of pregnancy. 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 infusions or injections – pain management, etc.
- m. Dental – Care for injured sound teeth. All other dental needs are ineligible for sharing.
- n. Acupuncture - with a maximum of 10 visits allowable upon prenotification approval.
- o. Sleep studies
- p. Cardiac Catheterization
- q. Cardiac Rehabilitation
- r. Diagnostic or Screening Colonoscopies
- s. Endoscopy
- t. Prior to initiation of chemotherapy or radiation therapy
- u. Upon diagnosis of cancer while therapeutic decisions are being considered
- v. Prior to commencement of any of the following services with a maximum of 12 visits per membership year for all therapy types combined.
 - i Occupational Therapy
 - ii Physical Therapy
 - iii Speech Therapy
 - iv Respiratory Therapy
- w. Diagnostic laboratory testing that is not medically indicated based on symptoms or age-appropriate accepted screening standards and/or is expensive (over \$500), unusual, not proven to be beneficial in peer-reviewed publications as determined by United Refuah HealthShare, *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 prenotification: outpatient visits, EKG, emergency department visits, routine laboratory testing not exceeding \$500, screening 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, United Refuah HealthShare 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 United

Refuah HealthShare 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 United Refuah HealthShare will not be eligible for sharing.

All Emergency Hospital Admissions AND Maternity admissions MUST be reported to United Refuah HealthShare 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 United Refuah HealthShare due to the severity of the Illness or Injury, then a Physician, or a responsible party representing the member should contact United Refuah HealthShare 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 of a successful sharing experience, we encourage members to contact United Refuah HealthShare, when in any doubt. Failure to prenotify may be reviewed by United Refuah HealthShare 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 ineligible 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 HealthShare for assistance. Needs do not qualify for sharing to the extent that they are discountable by the health care provider or payable by any other source, whether private, governmental or institutional. If a governmental, insurance, religious, liable third party, fraternal organization or any other financial assistance source will pay any portion of the qualifying medical bill, that amount will offset any unshared and/or shared amounts applied to the member's needs up to the total amount of the need. If the Sharing Member refuses to accept such assistance, then that portion of the medical need also becomes ineligible for sharing.

- a. Members' Cooperation. If the Sharing Member does not cooperate fully and assist United Refuah HealthShare in determining if his/her need is discountable or payable by another liable party, the need will become ineligible 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. Liabe 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 ineligible 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 Liabe 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 HealthShare 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.
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 HealthShare identification card. Such expenses must be submitted for sharing in the manner and form specified by United Refuah HealthShare. 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 HealthShare. 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 HealthShare is a voluntary association of like-minded people who come together to assist each other by sharing medical expenses. This type of sharing and caring association does not lend itself well to the concept of legally enforceable rights and the structure of litigation. 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 HealthShare, you agree that any dispute you have with or against United Refuah HealthShare, its associates or employees, will be settled using only the following steps of action. Once a decision is rendered by the Beth Din listed in the Mediation and Arbitration clause below, such decision will be final and binding for both the HealthShare and the member, and shall be enforceable by any court of the United States of America.

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 HealthShare. 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 HealthShare 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 HealthShare have that is either incomplete or incorrect?
- 2. How do you believe United Refuah HealthShare has misinterpreted the information already on hand?
- 3. What provision in the United Refuah HealthShare 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*. If both United Refuah HealthShare and the aggrieved Sharing Member agree to mediate through the Bais Ha'vaad of Lakewood, such venue will have equal binding jurisdiction over the mediation. 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 or Lakewood, New Jersey, subject to the laws of the Torah. United Refuah HealthShare 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 HealthShare 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* or the *Bais Havaad of Lakewood*, will be the sole and exclusive procedure for resolving any dispute between individual members and United Refuah HealthShare 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 HealthShare 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 HealthShare, 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 HealthShare, 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 HealthShare;
2. Receive accurate information regarding program Guidelines and eligibility of needs in both member literature and when in contact with United Refuah HealthShare;
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 upon request 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 suggestions regarding Sharing Guidelines for consideration by the Board of Directors.

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

1. Read all United Refuah HealthShare materials carefully as soon as you receive them and ask questions when necessary.
2. Regularly review all monthly member email newsletters, check for and review all amendments of and information relating to the Guidelines that may be posted on the United Refuah HealthShare website from time to time and ask for clarification as needed.
3. Take personal charge of your medical care, and make informed and knowledgeable health care choices. (See Appendix A for more information.)
4. If applicable, 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 to become an informed healthcare consumer.
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 HealthShare 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 HealthShare 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 HealthShare when needed.**

XVI. Definition of Terms

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

- 1) Ambulatory Surgery 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 initial amount of eligible medical expenses per membership year that will not qualify for sharing. This amount is based on membership size and is calculated upon each members' effective date until their next annual membership renewal 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 or Enrollment Date means the date United Refuah HealthShare 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 HealthShare 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 the 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 and include, but are not limited to, 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 HealthShare 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 HealthShare 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 HealthShare 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 19, or as otherwise defined in Section IV. B. 2 above. An Applicant's stepchild is also a dependent so long as they reside in the same household as the Applicant.

13) 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.

14) 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.

15) Excess means charges greater than 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 HealthShare or its delegate in accordance with the terms of the Sharing Guidelines.

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

17) 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 HealthShare 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 HealthShare 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 OPPS 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 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 OPPS 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 HealthShare, 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* - 150% 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.

18) 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.

- 19) Guidelines or Sharing Guidelines means the documentation that describes the types of medical expenses shared by members and how United Refuah HealthShare functions to facilitate that sharing.
- 20) 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.
- 21) Hobby means an activity done regularly in one’s leisure time for enjoyment, pleasure or recreation.
- 22) 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.
- 23) Invalid Charges means: (a) charges that are found to be based on errors, unbundling, misidentification, fraud, or unclear description (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 a Medical Expense Auditor or United Refuah HealthShare to be invalid or impermissible based on any applicable law, regulation, rule or professional standard.
- 24) 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.
- 25) 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.
- 26) Marriage means the union of one man and one woman under the covenant of matrimony.
- 27) 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.
- 28) 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.

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

30) 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 HealthShare to reduce such charges or expenses.

31) 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 HealthShare 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 HealthShare.

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

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

33) Mental Illness means an illness that affects the mood, thinking, or behavior of an individual for which there is a definitive clinical diagnosis.

34) Misidentification means that it is determined by United Refuah HealthShare 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 HealthShare according to the Sharing Guidelines.

36) Ineligible 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 consultation, diagnosis, care, follow up screening, 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.

43) Professionals refers to Physicians and Practitioners.

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

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

46) Reasonable means, in the discretion of United Refuah HealthShare, 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 HealthShare 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 HealthShare retains discretionary authority to determine whether service(s) and/or fee(s) are Reasonable based upon information presented to United Refuah HealthShare. 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 HealthShare reserves for itself and parties acting on its behalf the right to review charges submitted to, processed and/or shared by United Refuah HealthShare members, to identify charge(s) and/or service(s) that are not Reasonable and, therefore, ineligible for member sharing by United Refuah HealthShare. With regard to contracted services, charges at negotiated rates or fees specifically established under any contract for the benefit of our Members are presumed to be Reasonable, but only to the extent that such charges do not include otherwise Invalid Charges.

47) RRVS 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 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 ineligible 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 HealthShare 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 HealthShare 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 HealthShare or other healthcare sharing ministries with several state regulators and are part of an effort to ensure that Sharing Members understand that United Refuah HealthShare 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.

Wyoming Code, TITLE 26, Section 26-1-104. 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. Any assistance with your medical bills is completely voluntary. No other participant is compelled by law or otherwise to contribute toward your medical bills. Participation in the organization or a subscription to any of its documents shall not be considered to be health insurance and is not subject to the regulatory requirements or consumer protections of the Wyoming insurance code. You are personally responsible for payment of your medical bills regardless of any financial sharing you may receive from the organization for medical expenses. You are also responsible for payment of your medical bills if the organization ceases to exist or ceases to facilitate the sharing of medical expenses."

Appendix A Be a Wise Consumer of Health Care Services
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United Refuah HealthShare 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.

United Refuah HealthShare may assist 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.

United Refuah HealthShare 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 Refuah members need to become informed customers of the health care by **asking the price of each service** (non-emergency) they are planning to receive. United Refuah HealthShare is 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 Refuah is available to assist members with their questions.
4. Primary Care Physician. United Refuah HealthShare 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
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The **WellCheckSM** program is offered to help members with certain medical conditions or lifestyle issues in improving their personal health.

Those Members may 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. For members who are required to participate in the **WellCheckSM Program**, there is an additional monthly fee of \$55.00 per participating individual.

Joining **WellCheckSM** is a condition of membership for designated Members. URHS reserves the right to not renew members who fail to actively participate in the **WellCheckSM** program. 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 HealthShare 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 HealthShare 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 HealthShare 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 HealthShare 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.