

These are the official Liberty HealthShare<sup>SM</sup>  
Sharing Guidelines for 2019.  
Effective February 1, 2019

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:

Liberty HealthShare<sup>SM</sup>  
4845 Fulton Dr. NW  
Canton, OH 44718  
855-58-LIBERTY (855-585-4237)

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

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

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

Members share one another's medical expenses, and Liberty HealthShare<sup>SM</sup> serves only to facilitate this mutual sharing, directing member's gifts to those who have eligible expenses. Each member is obligated to be price conscious in regard to his/her medical decision making. It is the obligation of each adult member to read and understand these Sharing Guidelines. Our sharing is voluntary and requires the active participation by our members in all respects.

**A. Purpose of Guidelines.** These Guidelines are for use by Liberty HealthShare<sup>SM</sup> in directing monthly contributions in accordance with the program's Guidelines. The Guidelines describe the types of medical expenses the members have agreed to share among themselves. Decisions made by Liberty HealthShare<sup>SM</sup> in regard to interpretation of these Guidelines in individual cases may not set precedent for future decisions.

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

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

LHS 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 stewardship efforts to avoid exorbitant medical prices.

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

Three types of Membership are available for participants:

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

**B. Provisional Sharing Member (HealthTrac).** In the event a prospective Sharing Member presents information of a health condition that may be improved by a change in habits, lifestyle, or

behavior, it will be at the discretion of Liberty HealthShare<sup>SM</sup> to modify, change, or revise the acceptance of such an applicant on provisional terms. The terms and conditions of any such provisional membership (HealthTrac) will be communicated to the prospective member to accept or decline during the time of application. A Provisional Sharing member is a Sharing member during their provisional period but must participate in and complete HealthTrac to continue as a Sharing Member. This is not voluntary, either you accept HealthTrac or decline to become a Member.

**C. Liberty Partner.** Liberty Partners are those who wish only to contribute amounts of their own choosing to assist with those who have medical expenses, but do not contemplate submitting their own medical expense needs to be shared. Liberty Partners elect the frequency and amount of their contributions. Liberty HealthShare<sup>SM</sup> selects and determines what medical expenses are submitted to Liberty Partners for their giving and assistance and designates such needs as 'Compassion Projects'. Compassion Projects are medical expense needs that are not eligible for sharing as defined by our Sharing Guidelines. We may select one or more of those needs for inclusion as a 'Compassion Project' whereby we ask our Liberty Partners to contribute or ask our Sharing Members to give above their Suggested Monthly Share Amount to assist with those needs.

**D. Donors.** Members and non-members who wish to contribute amounts of their own choosing to be applied and/or used for sharing wherever Liberty HealthShare<sup>SM</sup> feels funds ought to be directed.

### III. SHARING MEMBER QUALIFICATIONS AND REQUIREMENTS.

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

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

Strive to live in accordance with biblical principles.

Honor the biblical teaching to 'share one another's burdens' (Gal. 6:2).

Participate regularly in worship or prayer.

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

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

1. We believe that our personal rights and liberties originate from God and are bestowed on us by God, and are not concessions granted to us by governments or men.
2. We believe every individual has a fundamental religious right to worship the God of the Bible in his or her own way.

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3. We believe it is our biblical and ethical obligation to assist our fellow man when they are in need according to our available resources and opportunity.
4. We believe it is our spiritual duty to God and our ethical duty to others to maintain a healthy lifestyle and avoid foods, behaviors or habits that produce sickness or disease to ourselves or others.
5. We believe it is our fundamental right of conscience to direct our own healthcare, in consultation with physicians, family or other valued advisors, free from government dictates, restraints and oversight.

These beliefs form the religious and ethical basis for our interaction and relationship as a community. Each member is required to subscribe to this Statement of Shared Beliefs as evidenced by their signature on the Application Form. We make a somber and significant pledge to one another that we will aid, support and devote our resources to one another in this most personal area of our life: our healthcare!

**C. Maintain a Christian Lifestyle.** Members highly value the spiritual principle that our bodies are gifts from God and we must respect and care for our physical bodies. Further, we have an ethical obligation to our fellow members to live healthy lives and make wise choices so as not to place any unnecessary burdens on those who are sharing with us. As a community of people, we try our best to live out Jesus Christ's mandates.

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

1. Refrain from tobacco use in any form.
2. Follow scriptural teachings on the use or abuse of alcohol.
3. Avoid abuse of prescription drugs, which means consuming prescription medications in a manner not intended by the prescriber that would likely result in bodily harm or dependency.
4. Abstain from the abuse of legal drugs or use of illegal drugs including, any hallucinogenic substance, barbiturates, amphetamines, cocaine, heroin or other opiates, marijuana, illegal intravenous drugs, or narcotics.
5. Exercise regularly and eat healthy foods that do not harm the body.

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

**D. Apply to be a Member.** Each person(s) applying for membership must submit a Member Enrollment Application, pay their annual dues, and be accepted into the Program by Liberty HealthShare<sup>SM</sup>. Membership begins on the Enrollment Date specified by Liberty HealthShare<sup>SM</sup> in writing to the Sharing Member. If a person(s) does not qualify for membership, the annual dues submitted at time of application will be returned to the applicant.

**E. Select Household Size.** Sharing Members enroll at a selected household size as either a single,

couple, or family. Depending upon household composition, couples and families may be subject to the provisions in Paragraph H below defining dependent children. Couples send more than singles, and families send more than couples.

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

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

1. Membership Dues. Membership dues are requested at the time of initial enrollment, and annually upon renewal, by the 1st day of the member's annual renewal month. If the membership dues are not received by the end of the annual renewal month, it is assumed that the member no longer desires to voluntarily participate and the membership will be terminated. A member's renewal will never be prevented or disallowed due to the amount of bills submitted for sharing in any prior year(s) of membership.

2. Monthly Share Amount and How It Changes. The Monthly Share Amount is the monetary contribution, not including the annual membership dues, voluntarily given to share in another member's medical expenses as suggested by Liberty HealthShare<sup>SM</sup>. The Monthly Share Amount is determined by majority vote of the Board of Directors and is based upon the amount of bills submitted by members for sharing, the amount needed to administer the Program, and the number of participating Members. An annual or more frequent advisory vote of the Members will be taken to assess program features and changes and the will of the Members regarding the same. The Monthly Share Amount may be revised upward or downward as determined by majority vote of the Board of Directors. Notice of such change will be made to the Members in a timely manner, but with no less than sixty (60) days' notice.

3. Assigned Need. Each month a Sharing Member is assigned a specific need in which to share. By submission of the suggested Monthly Share Amount, the member instructs Liberty HealthShare<sup>SM</sup> to assign his/her contribution as prescribed in these Guidelines, which set forth the conditions upon which Sharing Member medical expenses will be shared. By participation in the Program, the Sharing Member both accepts those conditions as enforceable and binding within the program for the assigning of his/her contribution and designates Liberty HealthShare<sup>SM</sup> as the final authority for the interpretation of these Guidelines.

During the first two months of membership, the share amount will be sent to Liberty HealthShare<sup>SM</sup> to be used at the discretion of the ministry. After that, members will be assigned an individual "Share Box," a secure online means of contributing their suggested monthly share amount directly to another member in need. Suggested Monthly Share Amounts for eligible medical expenses are requested by the 5th day of each month. If the suggested Monthly Share Amount is not contributed by the end of the month, the membership is inactivated retroactively as of the first day of the month, for which a

suggested monthly share amount is not paid.

Members practice the biblical teaching, "Give and it shall be given to you." Sharing Members who participate regularly by sending their suggested monthly share amount to an assigned member in need will have their needs (if and/or when they occur) assigned to active Sharing Members.

4. Administrative Costs. In addition to the first two months of membership (see III.F.3.), an administrative fee of \$24 is assigned to administrative costs from each Monthly Share Amount regardless of family size beginning the third month of membership and following. A single, couple or family membership all contribute \$24 from their Monthly Share Amount for administration. In addition, the annual membership dues are also utilized by Liberty HealthShare<sup>SM</sup> to defray administrative costs. These amounts calculate together to formulate an administrative overhead. Administrative costs and their assessments to the members may be revised at any time by majority vote of the Board of Directors of Liberty HealthShare<sup>SM</sup>. Notice of any such change will be given to the members in a timely manner.

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

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

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

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

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

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

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

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

A full-time student is a person enrolled for a total of 12 or more resident credit hours in a high school, an accredited college or university, or a certified vocational/technical training school. Resident credit hours are those derived from courses offered on a semester or term schedule that applies campus-wide. Full-time student status begins 30 days before the first day of classes in which a dependent is already enrolled, and the status is presumed through the last day of August if the dependent was a full-time student in April or May of that same calendar year. Upon reaching his/her 27<sup>th</sup> birthday, a dependent is no longer eligible for Full-Time Student status.

It is the member's responsibility to notify Liberty Healthshare of a relevant change in the student status or marital status of their 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.

Dependents may continue as Sharing Members with their parent/guardian if they are medically unable to continue as full-time students because of illness or injury, physical or mental disability. A physician or qualified health professional may be required to verify this disability. A dependent who wishes to continue membership but who no longer qualifies due to age or marital status must apply and qualify on his/her own merit as a new Sharing Member, and if he/she qualifies, may be subject to a sharing limitation. If the dependent applies within 30 days and is accepted within 90 days of the loss of qualification, the annual membership dues for the first year are waived. If the dependent has a medical condition when he or she applies as a separate Sharing Member, any existing medical conditions will be eligible for sharing with no interruption of his or her Sharing Member status.

3. **Newborns.** A newborn may be added as a dependent to membership. Such notification of birth must be given in writing within thirty days after birth. Such notice is the responsibility of the existing Sharing Member otherwise bills will not be shared.

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

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

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

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



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

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

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

- 1) **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.
- 2) **Emergency Room.** Emergency room services for stabilization or initiation of treatment of a medical emergency condition provided on an outpatient basis at a Hospital, Clinic or Urgent Care Facility, including when Hospital Admission occurs within 23 hours of emergency room treatment.
- 3) **Acute Hospital Charges.** Inpatient or Outpatient hospital treatment or surgery for a medically diagnosed condition.
- 4) **Subacute Health Care.** Facility Inpatient rehabilitation up to 30 days.
- 5) **Home Health Care.** Skilled care services at home for up to 30 days by a Home Health Care Agency for each related Medical Expense Incident, provided such home care reduces the expected medical expense and replaces hospital or nursing home services. All visits after the initial assessment visit require prenotification to be considered for sharing.
- 6) **Ancillary Therapies (Physical Therapy, Speech Therapy, Occupational Therapy, Respiratory Therapy).** Up to 12 visits of each therapy type per membership year provided by a licensed therapist, with an additional 8 visits potentially available after reassessment, for a total of 20 visits. (See IV.C.13 for more details). All visits after the initial assessment visit require prenotification to be considered for sharing. Up to 36 visits for cardiac rehabilitation.
- 7) **Physician's Services.** Physician services for the diagnosis, treatment, management or prevention of an illness or injury
- 8) **Chiropractic Treatment.** Up to 12 visits per membership year (subject to annual unshared amount (AUA) 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.
- 9) **Complementary and/or Alternative Medicine (CAM).** (see limitations in IV.C.9.)
- 10) **Limb Prosthetics,** and their replacement, if medically necessary.
- 11) **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 are subject to all other provisions of the Guidelines. Medical billing is requested to be submitted in English and converted to U.S. currency. Medical Tourism for actual medical services provided for shareable expenses, when the total cost is less than the fair and reasonable charges of physicians or facilities who bill honorably in the United States may also be eligible for sharing.
- 12) **Vaccinations.** Vaccinations for infectious diseases are shared in, subject to the AUA and subject to the paragraph on Partial Sharing when there are less expensive alternatives. Influenza vaccine is not subject to AUA.

**B. Medical Expenses NOT eligible for sharing.** Medical bills not submitted within 120 days of the date of service are not eligible for sharing. Medical expenses arising from any one of the following are not eligible for sharing among members. Members should not submit requests for or have their physician or facility submit bills to Liberty HealthShare for these expenses:

- 1) **Abortion, Contraceptives, Sex Changes.** Services, supplies, care or treatment in connection with an abortion unless the physical life of the mother is endangered by the continued Pregnancy and that treatment via a cesarean section has been determined by a neonatologist to be inadvisable. Oral, injectable, implantable and patch contraceptive hormonal therapies, IUD's, condoms, diaphragms, cervical caps, contraceptive sponges, spermicide and other therapies provided for purposes of contraception. Care, services or treatment for non-congenital transsexualism, gender dysphoria or sexual reassignment or change. This includes medications, implants, hormone therapy, surgery, or medical or psychiatric treatment.
- 2) **Alcohol/Drugs.** Services, supplies, care or treatment to a Sharing Member for an Injury and/or disease and/or bodily malfunction which occurred as a result of that Sharing Member's abuse and/or use of alcohol or drugs/pharmaceuticals, including, but not limited to, Drug and/or Alcohol Rehabilitation Treatment.
- 3) **Breast Implants.** The placement, replacement or removal of breast enhancement devices and complications related to breast implants unless related to reconstructive mammoplasty.
- 4) **Charges before or after Membership.** Medical care, treatment or supplies for which a charge was incurred before a person was a Sharing Member or after membership ceased or became inactive.
- 5) **Complications of non-eligible treatments.** Care, services or treatment required as a result of complications from a treatment not eligible for sharing, or that result from a therapy determined by Liberty HealthShare<sup>SM</sup> to be not medically necessary.
- 6) **Custodial care.** Services or supplies provided mainly as a rest cure, maintenance, custodial care or other care that does not treat an illness or injury.
- 7) **Dental Care.** Dental prostheses and care or treatment of the person's teeth above or below the gums, except: the repair of sound natural teeth due to injuries that occur while the person is a Sharing Member.
- 8) **Durable Medical Equipment.** The purchase, rental or replacement of durable or reusable equipment or devices. The term "durable medical equipment" - DME - includes, but is not limited to, internal or external hearing aids, orthotics (foot, back, hand, and others), wheelchairs (manual and electric), hospital beds, traction equipment, canes, crutches, walkers, kidney machines, ventilators, oxygen, tubing, masks, monitors, pressure mattresses, lifts, nebulizers, bili blankets and bili lights, external or implanted neurostimulators.
- 9) **Emergency Room Charges When Not an Emergency.** When treatment at an emergency room is not judged to be an emergency by normal standards of medical care and when less costly treatment was available by taking reasonable measures to seek such care.
- 10) **Excessively billed services.** (See IV.C.5 Excess Charges, below)
- 11) **Exercise programs.** Exercise programs for treatment of any condition, except for Physician-supervised cardiac rehabilitation and or physical therapy.
- 12) **Expenses where conflicts-of-interest exist.** Expenses that result in unnecessary or inappropriate diagnostic or wellness testing being ordered, or which lead to excessive charges, may not be shared. Examples include orders by practices that generate revenues for the practice from laboratories or radiology procedures or other tests that they order. Conflicts of interest do not necessarily preclude sharing. But the prices charged, and the appropriateness of the services provided, will be subject to scrutiny by Liberty HealthShare, and may or may not be shared in, partially or completely, based on the results of such scrutiny.
- 13) **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.
- 14) **Eye care.** Eye exercise therapy, radial keratotomy or other eye surgery to correct near-sightedness or farsightedness or any other vision problems that could be corrected with corrective

eyewear; also, routine eye examinations, including refractions, lenses for the eyes and exams for their fitting. This exclusion does not apply to the initial permanent lenses following cataract removal. Ineligible: Optometry. Routine vision exams or any treatment related to vision correction. Eligible: Ophthalmology. Treatment of disorders and diseases of the eye not routinely vision correction related.

- 15) **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.
- 16) **Gastric Bypass.** Gastric Bypass/Sleeve or other types of bariatric/weight loss surgery are not eligible for sharing
- 17) **Genetic Testing.** Not eligible, with the exception to aid in treatment of a previously diagnosed condition which was eligible for sharing.
- 18) **Gross Negligent Acts, Hazardous Hobbies, Illegal acts, Professional Racing or Competitive Events, Self-Inflicted Injury.** Expenses resulting from an illness or injury as to which the Sharing Member has acted with gross negligence or with reckless disregard to safety, as evidenced by medical records and as determined by Liberty HealthShare<sup>SM</sup>. Care and treatment of an injury or illness that results from engaging in a hazardous activity is not eligible for sharing.
  - a. 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 not eligible for sharing.
  - c. Charges for treatment of injuries or illness while racing or competing as a professional are not eligible for sharing. Professional racing means that such activity is one's primary vocation and means of financial support. Professional racing and competitive events include, but are not limited to, automobile, motorcycle, watercraft, ski or rodeo races or competitions.
  - d. Any medical expense due to an intentionally self-inflicted Injury, while sane or insane is not eligible for sharing.
- 19) **Hair loss.** Care and treatment for hair loss, hair transplants or any drug that promises hair growth, whether or not prescribed by a Physician.
- 20) **Hearing aids and exams.** Charges for services or supplies in connection with routine hearing exams, internal or external hearing aids, or exams for their fitting.
- 21) **Hormone Replacement Therapy.** Except in children, where prescribed by a physician for short-term (not maintenance) use.
- 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 for the treatment of impotence. Testosterone supplementation. **Infertility.** Diagnostic, surgical repair, non-surgical repair, 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) **Massage services.**
- 25) **Medical marijuana.** Expenses related to medical marijuana use, regardless of whether use is legal in a particular state.
- 26) **Mental Health Services.** Charges for psychiatric or psychological counseling, mental disability, learning disability, bereavement counseling, biofeedback therapy, psychological testing, treatment, medication and hospitalization.
- 27) **Miscarriage.** Expenses related to **miscarriage** when conception was prior to Enrollment Date are not eligible 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 not eligible for sharing. Also, the additional expense for transportation to a facility that is not the nearest facility capable of providing medically necessary care is not eligible for sharing. (See IV.A.1) Charges for travel or accommodations, whether or not recommended by a Physician are not eligible for sharing. This does not include travel arrangements made through our Member Stewardship Advisory Program.

**29) Non-Compliance with Medical Advice.** Failure or refusal to comply with physician treatment plan shall be subject to clinical review and may result in a determination of ineligibility for sharing.

**30) No obligation to pay.** Charges incurred for which the Sharing Member has no legal obligation to pay.

**31) 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. Liberty HealthShare<sup>SM</sup> reserves the right to, and will frequently undertake a process to, review billing submitted by providers or members for payment, and upon review by a qualified medical professional, decline to share expenses deemed to be Not a Medically Necessary Service.

**32) Nutritional supplements.** Prescribed and/or over the counter supplements.

**33) Outpatient Pharmaceuticals**—maintenance pharmaceuticals and over-the-counter medications (whether prescribed or not) are not shared in beyond any pharmaceutical discount programs that Liberty HealthShare<sup>SM</sup> may offer. Exceptions are made for cancer therapeutics, which may be shared in, but are subject to potentially substantial limitations as delineated under the paragraph on Partial Sharing. Some pharmaceuticals may be allowed subject to Member Stewardship Advisory Program.

**34) Outpatient prescribed or non-prescribed medical supplies.** Outpatient prescribed or non-prescribed medical supplies including, but not limited to, over-the-counter drugs and treatments, nutritional formulas (regardless of age), elastic stockings, tubing, masks, ostomy supplies, insulin infusion pumps, ace bandages, gauze, syringes, diabetic test strips and similar supplies. Some supplies may be allowed subject to Member Stewardship Advisory Program.

**35) Personal comfort items.** Personal comfort items or other equipment, such as, but not limited to, air conditioners, air-purification units, humidifiers, electric heating units, orthopedic mattresses, blood pressure instruments, scales, elastic bandages or stockings, non-prescription drugs and medicines, and first-aid supplies and non-hospital adjustable beds. Some personal comfort items may be allowed subject to Member Stewardship Advisory Program.

**36) 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.

**37) Replacement braces.** Replacement of braces of the leg, arm, back, neck, unless there is sufficient change in the Sharing Member's physical condition to make the original device no longer functional.

**38) Sports-related safety/performance devices and programs.** Devices used specifically as safety items or to affect performance primarily in sports-related activities. All membership, registration or participation costs related to physical conditioning programs, such as athletic training, bodybuilding, exercise, fitness flexibility and diversion or general motivation are not eligible.

**39) War.** For active-duty or reservist military personnel or veterans only, any cost incurred that is due to any declared or undeclared act of war or military activity.

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

- 1) **Annual Unshared Amount.** The amount of medical expense eligible for sharing must exceed an annual accumulative amount for each single, couple or family membership. Such annual amount shall be calculated upon each member's Enrollment Date until their next annual renewal date. All eligible medical expenses that exceed the applicable Annual Unshared Amount shall then be subject to the program limits per incident selected by the member.
- 2) **First Two (2) Months of Participation.** For two (2) months after Enrollment Date as a Sharing Member, medical expenses for any reason, other than accidents, acute illness or injury, are not eligible for sharing among members and do not apply towards the AUA.
- 3) **Case Management.** In cases where the Sharing Member's condition is expected to be, or is, of a serious nature, Liberty HealthShare<sup>SM</sup> may arrange for case management/alternative care services to be performed. Liberty HealthShare<sup>SM</sup> may alter or waive the normal provisions of the Guidelines when it is reasonable to expect a cost-effective result without a sacrifice to the quality of care. The use of case management or alternate treatment is always voluntary to the Sharing Member; however, the failure to participate may affect eligibility for sharing.
- 4) **Cosmetic procedures.** Cosmetic care and treatment provided for disfiguration caused by amputation, disease (including acne), accident or 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 not eligible for sharing.
- 5) **Excess Charges.** It is the duty of each member to protect all members from unreasonable charges submitted by providers. All charges submitted by providers will undergo an assessment to determine if charges are reasonable. If an expense is determined to be unreasonable, then negotiations will be required between Liberty HealthShare and the provider before the expense is eligible for sharing. Liberty HealthShare reserves the right, on behalf of its members, to determine what part of an expense is unreasonable and may choose to advocate on behalf of members against any provider demanding payment of an unreasonable expense. If negotiation is unsuccessful, Liberty HealthShare will notify the member in writing that the provider is not willing to charge reasonable fees. Should the member continue to treat with the provider, then the excess charges will be the member's responsibility.
- 6) **Home Health Care.** Skilled care services at home for up to 30 days by a Home Health Care Agency for each related Medical Expense Incident provided such home care reduces the expected medical expense and replaces hospital or nursing home services. See item IV.C.3. (pg. 13).
- 7) **Hospice Care.** Sharing in Hospice Care is limited to 30 days of Hospice Care, and 5 days of respite and /or palliative care in any 30-day period. Charges for Medical Social Services are limited to \$200 of eligible expense.
- 8) **Hysterectomy.** Expenses related to a Hysterectomy are eligible for sharing only when medically necessary. Hysterectomies intended for the purpose of preventing normal or perimenopausal variations in menstruation are not eligible for sharing.
- 9) **Naturopathic and/or Alternative Treatments.** Treatment provided by a Naturopathic Physician or Doctor of Naturopathy (ND or NMD), a traditional Naturopath or other practitioner of alternative treatments is eligible for sharing or at least Partial Sharing if such treatment meets the following criteria:
  - a. It treats a medical condition diagnosed by an MD or DO.
  - b. It is less invasive than conventional medical treatment for the diagnosed condition.
  - c. It is less costly than conventional medical treatment and is expected to prevent more costly future conventional treatment.
  - d. It is presented for prior approval to Liberty HealthShare<sup>SM</sup> and the member agrees to any alteration of the treatment plan made by Liberty HealthShare<sup>SM</sup>.
- 10) **Occupational or Work Related Injuries.** Expenses arising from the care and treatment of an injury or illness that is occupational, or that arises from work for wage or profit, including self-employment, are not eligible for sharing. However, such expenses will be considered for sharing if:

- a. the State in which the injuries occurred has no Worker's Compensation laws or requirement.
- b. the State laws proscribing participation in the Worker's Compensation system of that State do not require the business owner and/or enterprise to participate in Workers Compensation. Documentation may be required.
- c. the business owner personally has an objection to his or her own participation in insurance based on religious conscience. Such a statement must be submitted in writing by the business owner and verified by Liberty HealthShare<sup>SM</sup>.

**11) Other Sources of Medical Expense Payment.** In order to conserve the giving of the Sharing Members, it is the obligation of the member to pursue payment from any other responsible payer for such medical expenses submitted to Liberty HealthShare<sup>SM</sup> 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. Religious Objections. This limitation applies to the Sharing Member in question unless the member declares, in writing, that accepting such assistance would violate his deeply held religious or ethical convictions, including being a recipient of Medicare, Medicaid and Social Security payments.
- b. Members' Cooperation. If the Sharing Member does not cooperate fully and assist Liberty HealthShare<sup>SM</sup> in determining if his/her need is discountable or payable by another liable party, the need will become not eligible for sharing. Please note that it is the official policy of Liberty HealthShare<sup>SM</sup> to never require or ask a Sharing Member to seek assistance from government taxpayer supported aid programs.
- c. 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.
- d. Liable third party. To the extent that such expenses are paid by insurance, Medicare, Worker's Compensation, Medicaid and other liable third party or other source, such expenses will be regarded as not eligible for sharing. To the extent that members then share in expenses that may be the responsibility of a liable third party, the member is obliged to cooperate with any documentation or information needed to facilitate reimbursement to the members.
- e. Receipt of Payment from a liable third party. To the extent that such expenses are then subsequently paid by insurance, Medicare, Workers Compensation, Medicaid, or any other liable third party or source, the Sharing Member is responsible for reimbursing Liberty HealthShare members for any payment subsequently received from another source which was previously shared among the members and paid.
- f. Reimbursement Policy. After a 6-month post-accident period, sharing may be permitted if necessary where payment of medical expenses by a liable third party or other responsible payer is not presently available.

**12) Organ Transplant.** Expenses incurred in connection with any organ or tissue transplant may be shared among the members up to a maximum of the member's chosen program limits 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, immuno-suppressant 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 shareable expense for the chosen program per organ per lifetime are not eligible for sharing.

- 13) Physical Therapy, Occupational Therapy, Speech Therapy, Respiratory Therapy.** Up to 12 visits per membership year for each of PT/OT/ST/RT by a licensed therapist in accord with a Physician's order to improve body function. After initial evaluation, pre-notification and approval by Liberty HealthShare is required before any needs for therapy will be considered for sharing. An additional 8 visits are potentially available after reassessment, for a total of 20 visits.
- 14) Pre-Existing Conditions.** A condition for which signs, symptoms or treatment were present prior to application, or can be reasonably expected to require medical intervention in the future, need to be declared upon application for Liberty HealthShare<sup>SM</sup> membership, and updated with any new symptoms/signs or diagnoses that become apparent after the application submission. Failure to declare a medical condition upon application, or failure to update Liberty HealthShare<sup>SM</sup> after application, may preclude sharing in that condition any time in the future. Failure to fully disclose known or suspected pre-existing condition information at the time of application and before Enrollment Date is a violation of our shared trust between members and may subject the member to termination of membership. Chronic or recurrent conditions that have evidenced signs/symptoms and/or received treatment and/or medication within the past 36 months are not eligible for sharing during the first year of membership. In the absence of a Permanent Waiver, after the first full year of continuous membership, up to \$50,000 of total medical expenses incurred for a pre-existing condition may be shared in total during the second and third years 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.
- 15) 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 or other relevant medical history information. Any prior sharing that happens to have occurred with a member for a given condition shall not serve as evidence that the condition is other than pre-existing.
- 16) Permanent Waivers.** Permanent Waivers may be requested during the membership application process, in which the potential member agrees to never request sharing for any medical diagnostic, service, or therapy that results from or is needed for a specified pre-existing condition. This process allows for individuals and families to be accepted as members sharing in expenses unrelated to the pre-existing condition. Granting of Permanent Waiver requests by Liberty HealthShare<sup>SM</sup>, and acceptance by the applicant of the limitations of having a Permanent Waiver, are both voluntary decisions made at the discretion of Liberty HealthShare<sup>SM</sup> and the applicant/member, respectively. Permanent waivers may be considered in individual cases for a large variety of pre-existing conditions, including, but not limited to, Herpes, blood dyscrasias or clotting disorders, histories of currently silent illnesses that may or may not be in permanent remission, hernias or potential hernias, repaired heart valves, certain presentations of Lyme Disease and others.
- 17) Prescription Drugs.** Medications available over-the-counter are not eligible for sharing, regardless of whether a prescription is written. Inpatient medications are eligible for sharing. Outpatient prescription medications are supported by a program of Liberty HealthShare<sup>SM</sup>, but sharing in individual prescription expenses is quite limited, and may change depending on the program alterations that may occur during the year. Currently, Liberty HealthShare<sup>SM</sup> provides its members access to a pharmacy discount arrangement for routine prescriptions. (Please refer to Member Prescribing Guide) Members may submit for sharing their eligible expenses for prescriptions over \$50, which are eligible for sharing in the first 45 days after acute illness, but not for maintenance or preventative therapy, at 50 percent of the at-the-counter cost up to a maximum of

\$75 per prescription. Members are expected to review the Member Prescribing Guide for categories and therapeutically equivalent drug names and to select lower-tiered drugs in consultation with their doctor. In-patient and out-patient acute therapy drugs and prescription medications prescribed for treatment within the first 45 days after acute illness, but not for maintenance therapy or preventive therapy, are eligible for sharing subject to all other provisions of the Guidelines, including the Annual Unshared Amount.

- 18) Pre-Notification of Medical Expense.** Pre-Notification is a process by which Liberty HealthShare<sup>SM</sup> can assist members to avoid unnecessary services, hospitalizations, and shorten inpatient medical stays. Our goal is to improve quality of care and reduce expenses deemed necessary by providers and shared by the members. Providing sufficient advance notice, whenever possible and as required, is a responsibility of a sharing member in order to allow Liberty HealthShare<sup>SM</sup> the opportunity to provide a variety of suggestions designed to avoid unreasonable billing practices by some physicians and many facilities. Our processes do not dictate what medical treatment a member chooses, but rather are designed to help members assess impending interactions with a complex and confusing medical system. Because Liberty HealthShare<sup>SM</sup> 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 office. Certification of medical necessity by the Pre-Notification Staff does not establish eligibility for sharing nor guarantee that all provider/physician/facility expenses and bills will be shared. All applicable sections of the Sharing Guidelines apply whether or not certification of medical necessity is provided. To be considered for cost sharing, the member **MUST** notify Liberty HealthShare<sup>SM</sup> **IN ADVANCE** (Pre-notification) by calling the Pre-Notification hotline for any services and procedures, and diagnostics listed below, except in the case of true emergencies. The Sharing Member, their Physician, or their representative should call the Pre-Notification hotline as soon as the need for admission or services is recognized, and at least seven (7) days prior to admission whenever possible. To contact Pre-Notification, the hotline number can be found on the Liberty HealthShare<sup>SM</sup> website or on your membership ID card. **It is the responsibility of the Sharing Member to make sure that the Pre-Notification staff is contacted and to not count on the physician or facility to do so. Liberty Healthshare's relationship is with the member, not the medical provider.**

To be eligible for consideration for cost 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 Admissions as soon as it becomes evidently needed
- d. Extended emergency department observation periods and observation care.
- e. For all Home Health Care Services
- f. All Outpatient Surgery (including surgical centers, clinics, hospitals)
- g. Obstetric and prenatal needs—member must notify Liberty HealthShare<sup>SM</sup> directly upon learning of pregnancy—as early as possible.
- h. Maternity. Upon admission or anticipated admission for Labor and Delivery, C Section or inpatient management during pregnancy.
- i. Non-emergent Magnetic Resonance Imaging (MRI) scans
- j. Positron Emission Tomography Scanning (PET).
- k. Cardiac catheterization
- l. Cardiac rehabilitation
- m. Diagnostic Colonoscopy
- n. Endoscopy
- o. Before initiation of chemotherapy or radiation therapy
- p. Upon diagnosis of cancer while therapeutic decisions are being considered.
- q. Any expected regular or repeated utilization of the following services
  - i. Acupuncture



- ii. Occupational therapy
- iii. Physical therapy
- iv. Speech Therapy
- v. Outpatient respiratory therapy
- r. For any Complementary or Alternative Medical management, subsequent to an initial evaluation, regardless of whether a CAM licensed provider or an MD or DO.
- s. Pain injections with limitation of medical necessity.
- t. Diagnostic Mammogram

The following specifically do not require pre-notification: CT scans, outpatient visits, EKG, emergency department visits, routine laboratory testing, wellness mammograms, ultrasound, wellness and flu vaccinations, plain x-rays, initial evaluations by therapists, and skin biopsies. Tests where pre-notification is not required are not necessarily eligible for sharing, based on the Sharing Guidelines.

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

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

To determine eligibility for sharing, all Hospital Admissions may be reviewed retrospectively to determine if the treatment received was Medically Necessary, and appropriate.

To increase the likelihood of sharing meeting a member's expectations, we encourage members to pre-notify Liberty HealthShare<sup>SM</sup> when in any doubt. Failure to prenotify may be reviewed by Liberty HealthShare<sup>SM</sup> staff and its requirement waived if there is reasonable justification for that failure.

**19) Provisional Member Expenses (HealthTrac).** Members with certain preexisting conditions that are responsive to lifestyle changes are accepted into the membership based on a mutually agreed upon treatment plan between the provisional member and Liberty HealthShare<sup>SM</sup>. Provisional members are assigned a health coach to monitor and encourage personal progress toward health goals. Health coaching sessions and related costs, including administrative fees charged by Liberty HealthShare<sup>SM</sup> in its reasonable discretion, shall be paid for by the provisional member by remitting a monthly amount set, and revised from time to time, by Liberty HealthShare<sup>SM</sup>. Certain expenses associated with that customized treatment plan may be eligible for sharing based upon review and case by case determination by Liberty HealthShare<sup>SM</sup>, to include, but not be limited to, smoking cessation, weight loss or dietary control, diabetic testing supplies, or other program costs that may be eligible for sharing as an incentive to lifestyle change. The normal preexisting guidelines (see IV. C. 16) may be altered at the discretion of Liberty HealthShare<sup>SM</sup> to encourage participation in the provisional membership program (HealthTrac) as conducted, revised and implemented by Liberty HealthShare<sup>SM</sup>. The HealthTrac program requires that the membership applicant accepts HealthTrac or is denied membership, and requires a provisional member to follow the health coach and attain personal health goals within 12 months, otherwise that portion of the provisional member's medical need becomes ineligible for sharing. After graduation from HealthTrac, graduates will be monitored quarterly for 36 months to ensure goals have been maintained. Annual physicals will be required. If unable to maintain goals, participation in HealthTrac will be reinstated.

**20) Screening and Wellness Visits.** Charges for one wellness exam or physical including physician fee per membership year, for which there are no medical symptoms or diagnosis in advance, including routine laboratory tests, radiology, and other ancillary services or procedures that occur during or as a result of the wellness visit are eligible for sharing, after the first two (2) months of membership, up to a maximum of \$400 of the fair and reasonable charges as determined by Liberty HealthShare<sup>SM</sup> and not subject to the Annual Unshared Amount (AUA). Pap smears are eligible for sharing once every year not subject to the AUA. Screening colonoscopies, PSA tests, and mammograms are eligible for sharing once every two years up to and including age forty-nine (49), and not subject to the AUA. Screening colonoscopies, PSA tests and mammograms for members fifty (50) years of age and older are eligible for sharing every year and not subject to the AUA. Well baby visits including immunizations are eligible for sharing within the first year after birth and not subject to the AUA.

**21) Partial Sharing for newer, optional and/or less accepted or less proven therapies.**

Procedures, testing, diagnostics, interventions, therapeutics for which the medical evidence supporting efficacy is anecdotal, poor, insufficient, and/or not broadly accepted, or that have marginal clinical utility even when proven, or that are experimental for a specific relevant condition, are generally not eligible for sharing. Likewise, procedures, therapies, diagnostics and surgeries that have questionable, minimal or subjective potential benefits compared to far less expensive options are generally not sharable. There are individual cases that benefit from individualization of sharing decisions by Liberty HealthShare<sup>SM</sup>, 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, Liberty HealthShare<sup>SM</sup> on behalf of the membership may choose between not sharing at all in certain therapies that are experimental or optional or unproven value,

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

**22) Support for Direct Primary Care (DPC) Membership.** Liberty HealthShare<sup>SM</sup> administers an evolving program (subject to change) to encourage members to enroll in effective Direct Primary Care practices. Members may request to have a variable portion of their monthly DPC

membership fees shared, the amounts of which may be adjusted from time to time by the Liberty HealthShare<sup>SM</sup> administration. If a practice bills separately for an office visit, those bills are eligible for sharing if the member has not also requested a reimbursement for DPC monthly fees. If a practice is identified as billing excessively, ordering unnecessary tests, or profiting egregiously from ancillary services that should be included within their DPC membership, then fees for that practice may not be shared in or the sharing stopped once identified. The sharing in DPC fees is not an entitlement of membership, but a gift of other members. DPC sharing may not be available for all Liberty HealthShare<sup>SM</sup> programs.

**D. Maternity.** For a mother who has been a Sharing Member prior to conception, medical expenses for Maternity are eligible for sharing up to the per incident limit per pregnancy (whether for a single or multiple birth pregnancy), subject to the applicable Annual Unshared Amount, including, but not limited to, charges and expenses arising from physician care, hospital or birthing center admissions, attendance by midwives, or home deliveries accompanied by a midwife or physician. Medical expenses for Maternity ending in a delivery by cesarean section that is medically necessary because of complications that arise 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 Unshared Amount. 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 Unshared Amount.

- a. Medical expenses for a newborn, including congenital birth defects, and/or complications at the time of delivery, including, but not limited to, premature birth, are treated as a separate incident, subject to the applicable Annual Unshared Amount.

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

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

All Applicants must place on file with Liberty HealthShare<sup>SM</sup>, at the time of enrollment, a directive as to who is to be designated, by the Applicant, as the recipient of such end of life financial assistance.

A child applicant enrolled by a parent or guardian and whose enrollment application is signed on behalf of such child by a parent or guardian, and who at the time of death is younger than 18 years of age, will be assisted at the same amount as a dependent child. Members age 65 years of age or older may choose to participate in the end of life financial assistance at an additional share amount.

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

- a. 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.
- b. 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.

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

## V. DISPUTE RESOLUTION AND APPEAL

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

If a determination is made with which the Sharing Member disagrees and believes there is a logically defensible reason why the initial determination is wrong, then the Sharing Member may file an appeal. The appeal letter must be sent via email to [appeals@libertyhealthshare.org](mailto:appeals@libertyhealthshare.org), or by mail to Liberty HealthShare- Appeals Department, 4845 Fulton Dr. NW, Canton, Ohio 44718. The letter must contain the case or bill number along with the reason for the appeal. **Appeals will be accepted from Sharing Members only; appeals will not be accepted from providers. Sharing Members cannot appeal the guidelines nor matters relating to enrollment.**

- A. First Level Appeal.** Most differences of opinion can be resolved simply by calling Liberty HealthShare<sup>SM</sup>. If this option of an informal call does not resolve the dispute, an Appeals Utilization Review Nurse will review the appeal letter and all supporting documentation, and contact the member within 10 working days via phone or email with the determination. The appeal letter must contain the case or bill number along with the reason for the appeal (what and why the Sharing Member is appealing).
- B. Second Level Appeal.** If the Sharing Member is unsatisfied with the determination of the Appeals Utilization Review Nurse, then the Sharing Member may request a second level appeal. The appeal must be in writing, must contain the case or bill number, and state the elements of the dispute and the relevant facts. Importantly, the appeal should address all of the following:
- What information does Liberty HealthShare<sup>SM</sup> have that is either incomplete or incorrect?
  - How do you believe Liberty HealthShare<sup>SM</sup> has misinterpreted the information already on hand?
  - What provision in the Liberty HealthShare<sup>SM</sup> Guidelines do you believe Liberty HealthShare<sup>SM</sup> applied incorrectly?

Within thirty (30) days, the Appeals Nurse Manager and the Vice President of Medical Services will review the appeal, and the aggrieved party will be contacted via phone or email with the determination.

- C. Third Level & Final Appeal.** Should the matter still stay unresolved, then the aggrieved party may request a third and final appeal. This will be submitted to three or more randomly chosen Sharing Members, in good standing and chosen by Liberty HealthShare<sup>SM</sup>, who shall agree to review the matter and shall constitute an External Resolution Committee. Within thirty (30) days the External Resolution Committee shall render their determination and appealing member will be notified.

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

of the Institute for Christian Conciliation, a division of Peacemaker Ministries, will be the sole and exclusive procedure for resolving any dispute between individual members and Liberty HealthShare<sup>SM</sup> when disputes cannot be otherwise settled.

## **VI. AMENDING THE GUIDELINES.**

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

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

**C. Notification of Changes.** Sharing Members will be notified of changes to the Guidelines in the normal course of communication with members. Notice of material changes to the Guidelines will be given within sixty (60) days.

## **VII. SHARING MEMBER RIGHTS AND RESPONSIBILITIES.**

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

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

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

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

- 1) Submit medical bills within 120 days of the date of service in order to be shared.
- 2) Treat Liberty HealthShare<sup>SM</sup> employees and representatives in a considerate and courteous manner.
- 3) Read all Liberty HealthShare<sup>SM</sup> materials carefully as soon as you receive them and ask questions when necessary;
- 4) Regularly check for and review all amendments of and information relating to the Guidelines that may be posted on the Liberty HealthShare<sup>SM</sup> website from time to time and ask questions when necessary.
- 5) Take personal charge of your medical care, and make informed and knowledgeable health care choices;
- 6) Learn how to promote and protect your own health and wellness, eat properly, exercise, and eliminate harmful habits, stressors and risk factors within your control.

- 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 Liberty 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 Liberty HealthShare<sup>SM</sup> 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 Liberty HealthShare<sup>SM</sup> when needed.
- 12) Access the Member Stewardship Advisory Program, as needed, when accessing medical care.

## VIII. DEFINITION OF TERMS.

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

- 1) **Annual Unshared Amount** is the amount of an eligible need that does not qualify for sharing.
- 2) **Applicant** means an adult Sharing Member participating by himself or herself; and/or their spouse, and/or a child(ren) enrolled by a parent or guardian, who certifies that he/she takes financial responsibility for the child(ren)'s sharing membership and who signs the enrollment application on behalf of the child(ren).
- 3) **Application Date** means the date Liberty HealthShare<sup>SM</sup> receives the Membership Enrollment Application with the appropriate dates included.
- 4) **Assignment of Member Shares Received for Eligible Expenses** shall mean an arrangement whereby the Program Participant assigns their receipt of voluntary Member Shares for eligible expenses, if any, in strict accordance with the terms of these Sharing Guidelines, to a Provider. If a provider accepts said arrangement, Providers' rights to receive payment from the self-pay member for services rendered are equal to those received by the member from other Program Participants, and are limited by the terms of the Sharing Guidelines. A Provider that accepts this arrangement indicates acceptance of an "Assignment of Sharing" as consideration in full for services, supplies, and/or treatment rendered.
- 5) **Complications of Pregnancy** are conditions in evidence before the Pregnancy ends: acute nephritis, ectopic Pregnancy; hemorrhage, miscarriage; nephrosis; cardiac decompensation; missed abortion; hyperemesis gravidarum; pre-eclampsia, and eclampsia of Pregnancy.
- 6) **Dental Care** is any care rendered by a Dentist who is properly trained and licensed to practice dentistry and who is practicing within the scope of such license.
- 7) **Dependent** refers to the applicant's spouse; children (natural born or legally adopted of either spouse) or an unmarried person under the age of 26 who is the applicant's child by birth or legal adoption or for which the applicant has a Qualified Medical Child Support Order (QMCSO). An applicant's stepchild is also a dependent so long as the applicant's spouse is also participating under the same sharing membership.
- 8) **Discount Provider** is any Hospital, Physician and other health care provider who has agreed to accept reduced fees for services rendered to Liberty HealthShare<sup>SM</sup> members.
- 9) **Eligible Medical Expenses** is the charge for a service or supply provided in accordance with the terms of the Sharing Guidelines and approved for sharing, whose applicable charge amount does not exceed the program limits.
- 10) **Enrollment Date.** The date that membership becomes effective. Conditions that exist prior to Enrollment Date will be considered pre-existing.
- 11) **Excess or Excessive** means charges in excess of fair and reasonable consideration or reasonable fees, or are for services not deemed to be reasonable or Medically Necessary or for billed amounts found to constitute invalid charges, based upon the determination of Liberty HealthShare<sup>SM</sup> or its delegate in accordance with the terms of the Sharing Guidelines.
- 12) **Facility** refers to any facility that provides medical services on an Outpatient basis, whether a Hospital-Affiliated Facility or Independent Facility.

- 13) Fair and Reasonable Consideration** refers to an amount that would constitute fair and reasonable payment to a Provider for Services provided in accordance with the terms of the Sharing Guidelines and approved for sharing, under the facts and circumstances surrounding the provision thereof, taking into consideration the Cost to the Provider for providing the Services, the fees that the Provider typically accepts as payment for the Services from or on behalf of the majority of patients receiving the Services, the fees that Providers of similar training and experience in the same “area” most frequently accept as payment for the Services from or on behalf of the majority of patients receiving the Services, and the Medicare reimbursement rates for such Services. Regardless of typical practices of any Provider or other providers of comparable services, Fair and Reasonable Consideration shall not include amounts for any invalid charges.
- 14) 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.
- 15) Guidelines or Sharing Guidelines** means the documentation that describes the types of medical expenses shared by members and how Liberty HealthShare<sup>SM</sup> functions to facilitate that sharing.
- 16) Hospital** refers to an institution that meets all of the following requirements:
- It provides medical and surgical facilities for the treatment and care of Injured or Sick persons on an Inpatient basis;
  - It is under the supervision of a staff of Physicians;
  - It provides 24 hour a day nursing service by Registered Nurses;
  - It is duly licensed as a Hospital;
  - 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
  - It is accredited by the Joint Commission on Accreditation of Hospitals sponsored by the AMA and the AHA.
- The requirement of surgical facilities shall not apply to a Hospital specializing in the care and treatment of mentally ill patients, provided such institution is accredited as such a facility by the Joint Commission on Accreditation of Hospitals sponsored by the AMA and the AHA. Hospital” shall also have the same meaning, where appropriate in context, set forth in the definition of “Ambulatory Surgical Center.”
- 17) Ineligible** means not eligible for sharing and not subject to the AUA.
- 18) Incident** means any medically diagnosed condition receiving medical treatment and incurring medical expenses for the same diagnosis.
- 19) 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.
- 20) Marriage** means the spiritual and legal union of one man and one woman under the covenant of matrimony and the laws and regulations of the state in which such union was formed.
- 21) 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.
- 22) 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:
- Fair and Reasonable Consideration;
  - the allowable charge otherwise specified under the terms of the Sharing Guidelines;
  - a negotiated rate established in a direct or indirect contractual arrangement with a Provider, or
  - the actual charge billed for the item or expense.

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

duplicate charges, misidentified or unclearly described items and charges for services not performed.

**23) 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 Liberty HealthShare<sup>SM</sup> to reduce such charges or expenses.

**24) Medically Necessary Service** means those health services ordered by a Physician or Practitioner exercising prudent clinical judgment, provided to a Program Participant for the purpose of preventing, diagnosing or treating an illness, injury, disease or symptoms. Such services, to be considered Medically Necessary, must be clinically appropriate in terms of type, frequency, extent, site and duration for the diagnosis or treatment of the Participant's sickness or Injury, and must meet each of the following criteria:

- (1) It is supported by national medical standards of practice;
- (2) It is consistent with conclusions of prevailing medical research that:
  - (a) Demonstrates that the health service has a beneficial effect on health outcomes; and
  - (b) Is based on trials that meet the following designs:
    - (i) Well-conducted randomized controlled trials. (Two or more treatments are compared to each other, and the patient is not allowed to choose which treatment is received.)
    - (ii) Well-conducted cohort studies. (Patients who receive study treatment are compared to a group of patients who receive standard therapy. The comparison group must be nearly identical to the study treatment group.)
- (3) It is the most cost-effective method and yields a similar outcome to other available alternatives.
- (4) All new technologies, procedures and treatments are decided based upon the language in (2) (b) above.

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

**25) Monthly Share Amount** is the monetary contribution, not including the membership dues or administrative costs, voluntarily given to share in another member's medical expense need as assigned by Liberty HealthShare<sup>SM</sup> according to the Sharing Guidelines. **Not Eligible for Sharing** are provider charges not eligible for sharing, including charges in excess of the Maximum Eligible Amount, or other ineligible charges as established by the Sharing Guidelines.

**26) 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.

**27) Permanent Waiver** refers to a written agreement between Liberty Healthshare and a member, in which the member agrees to never request sharing for medical expenses related to a specified pre-existing condition as mutual consideration for acceptance as a Liberty HealthShare Sharing Member.

**28) 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.), and Naturopathic Doctor (ND or NMD) who have graduated from a CNME accredited medical school.

**29) Practitioner** refers to a person legally entitled to perform certain medical services who holds one of the licenses, degrees and/or titles listed below, and who is acting within the scope of his or her Licensure when performing such services:

- a. Advanced Practice Nurse (A.P.N.) or Advanced Practice Registered Nurse (A.P.R.N.)



- b. Audiologist
  - c. Certified Diabetic Educator and Dietician
  - d. Certified Nurse Midwife (C.N.M.)
  - e. Certified Nurse Practitioner (C.N.P.)
  - f. Certified Operating Room Technician (C.O.R.T.)
  - g. Certified Psychiatric/Mental Health Clinical Nurse
  - h. Certified Registered Nurse Anesthetist (C.R.N.A.)
  - i. Certified Surgical Technician (C.S.T.)
  - j. Licensed Acupuncturist (L.AC.)
  - k. Licensed Clinical Social Worker (L.C.S.W.)
  - l. Licensed Mental Health Counselor (LMHC)
  - m. Licensed Occupational Therapist
  - n. Licensed or Registered Physical Therapist or Physiotherapist
  - o. Licensed Practical Nurse (L.P.N.)
  - p. Licensed Professional Counselor (L.P.C.)
  - q. Licensed Speech Language Pathologist
  - r. Licensed Speech Therapist
  - s. Licensed Surgical Assistant (L.S.A.)
  - t. Licensed Vocational Nurse (L.V.N.)
  - u. Master of Social Work or Social Welfare (M.S.W.)
  - v. Physician Assistant (P.A.)
  - w. Psychologist (Ph.D., Ed.D., Psy.D.)
  - x. Registered Nurse (R.N.)
  - y. Registered Nurse Practitioner (R.N.-N.P.)
  - z. Registered Respiratory Therapist (R.R.T.)
  - aa. Registered Speech Therapist (R.S.T.) or other Licensed Speech Therapist
  - bb. Speech Language Pathologist
- 30) Pre-Existing Condition** A chronic or recurrent medical condition that exists at or prior to Enrollment Date, or can be reasonably expected to require medical intervention in the future.
- 31) Professionals** refers to Physicians and Practitioners.
- 32) Program** refers to the medical cost-sharing program administered by Liberty HealthShare<sup>SM</sup>.
- 33) Providers** refers to Hospitals, Facilities, Physicians and Practitioners.
- 34) Reasonable** means, in the discretion of Liberty HealthShare<sup>SM</sup>, services or supplies, or fees for services or supplies which are necessary for the care and treatment of Illness or Injury not caused by the treating Provider. Determination that fee(s) or services are Reasonable will be made by Liberty HealthShare<sup>SM</sup> or its delegate, taking into consideration unusual circumstances or complications requiring additional time, skill and experience in connection with a particular service or supply; industry standards and practices as they relate to similar scenarios; and the cause of Injury or Illness necessitating the service(s) and/or charge(s). Liberty HealthShare<sup>SM</sup> retains discretionary authority to determine whether service(s) and/or fee(s) are Reasonable based upon information presented to Liberty HealthShare<sup>SM</sup>.
- 35) Service(s) or Services and Supplies** refers to services, procedures, treatment, care, goods and supplies the provision of use of which is meant to improve the condition or health of a Program Participant. A reference to Services with regard to a procedure, treatment or care, unless otherwise indicated, shall be deemed to refer also to the goods and supplies provided or used in such procedure, treatment or care.
- 35) Sharing Limitation** refers to medical expenses arising from or associated with a condition not eligible for sharing.
- 36) Sharing Member** is a person who qualifies to participate monthly by contributing the suggested Monthly Share Amount for the medical expense needs of others and who qualifies to receive gifts from fellow Sharing Members for medical expense needs they may submit for sharing.

## **LEGAL NOTICES**

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

### **GENERAL LEGAL NOTICE**

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

### **STATE SPECIFIC NOTICES**

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

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

#### **Alaska Statute 21.03.021(k)**

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

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

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

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

Notice: The organization facilitating the sharing of medical expenses is not an insurance company and neither its guidelines nor plan of operation is an insurance policy. If anyone chooses to assist you with your medical bills, it will be totally voluntary because participants are not compelled by law to contribute toward your medical bills. Participation in the organization or a subscription to any of its documents

should never be considered to be insurance. Regardless of whether you receive a payment for medical expenses or if this organization continues to operate, you are always personally responsible for the payment of your own medical bills.

**Florida Statute 624.1265**

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

**Georgia Statute 33-1-20**

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

**Idaho Statute 41-121**

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

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

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

**Indiana Code 27-1-2.1**

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

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

**Notice:** Under Kentucky law, the religious organization facilitating the sharing of medical expenses is not an insurance company, and its guidelines, plan of operation, or any other document of the religious organization do not constitute or create an insurance policy. Participation in the religious organization or a subscription to any of its documents shall not be considered insurance. Any assistance you receive with your medical bills will be totally voluntary. Neither the organization 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 ministry facilitating the sharing of medical expenses is not an insurance company. Neither the guidelines nor the plan of operation of the ministry constitutes an insurance policy. Financial assistance for the payment of medical expenses is strictly voluntary. Participation in the ministry or a subscription to any publication issued by the ministry shall not be considered as enrollment in any health insurance plan or as a waiver of your responsibility to pay your medical expenses.

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

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

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

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

**Massachusetts**

Due to the public policy implications of Massachusetts' mandatory insurance requirement (which operates independent of the Affordable Care Act), all Massachusetts members of Liberty HealthShare must be participants in the *Liberty Complete*™ program for sharing medical expenses above \$125,000.

**Michigan Section 550.1867**

Notice: The Gospel Light Mennonite Church Medical Aid Plan, Inc. DBA Liberty HealthShare that operates this health care sharing ministry is not an insurance company and the financial assistance provided through the ministry is not insurance and is not provided through an insurance company. Whether any participant in the ministry chooses to assist another participant who has financial or medical needs is totally voluntary. A participant will not be compelled by law to contribute toward the financial or medical needs of another participant. This document is not a contract of insurance or a promise to pay for the financial or medical needs of a participant by the ministry. A participant who receives assistance from the ministry for his or her financial or medical needs remains personally responsible for the payment of all of his or her medical bills and other obligations incurred in meeting his or her financial or medical needs.

**Mississippi Title 83-77-1**

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

**Missouri Section 376.1750**

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

#### **Nebraska Revised Statute Chapter 44-311**

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

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

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

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

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

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

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

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

Notice: The organization facilitating the sharing of medical expenses is not an insurance company, and neither its guidelines nor plan of operation is an insurance policy. Whether anyone chooses to assist you with your medical bills will be totally voluntary because no other participant will be compelled by law to

contribute toward your medical bills. As such, participation in the organization or a subscription to any of its documents should never be considered to be insurance. Regardless of whether you receive any payments for medical expenses or whether this organization continues to operate, you are always personally responsible for the payment of your own medical bills.

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

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

**Virginia Code 38.2-6300-6301**

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

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**Wyoming 26.1.104 (a)(v)(C)**

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