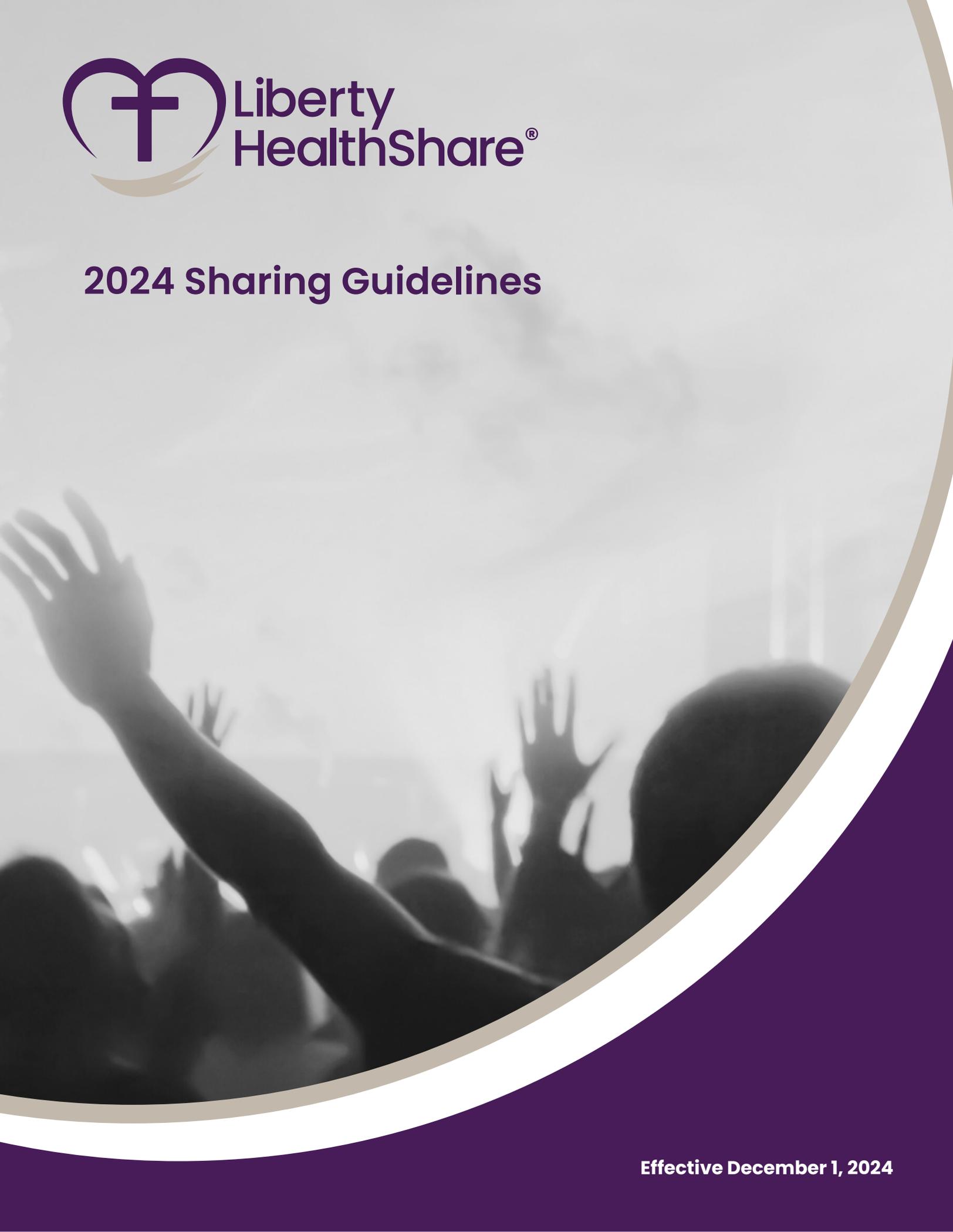




2024 Sharing Guidelines



Effective December 1, 2024

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I. Program Overview

Liberty HealthShare® 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 healthcare 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 and make responsible choices regarding health and believe in helping others.

Members share one another's medical expenses, and Liberty HealthShare 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 concerning 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.



Liberty HealthShare® is a servicemark registered in the U.S. Patent and Trademark Office.

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.

A. Purpose of Guidelines

These *Guidelines* are for use by Liberty HealthShare 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 concerning the 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 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.

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

II. Types of Members

Two 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. 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 determines funds ought to be directed.

III. Sharing Member Qualifications and Financial Participation

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 is expected to:

- Acknowledge that Jesus Christ is our Salvation (John 14:6)
- Demonstrate the Fruits of the Spirit (Gal. 5:22 – 23; Matt. 12:33)
- Honor the biblical teaching to ‘share one another’s burdens’ (Gal. 6:2)
- Participate regularly in worship and prayer (John 4:24)

B. Accept Our Shared Christian Beliefs

Liberty HealthShare members come together to share medical bills because we desire to demonstrate the truths held in the Bible that we support, care for and help each other. We share each other’s medical expenses because we believe that doing so glorifies God, shows the world that His children are unified and that it is part of fulfilling the command in Galatians 6:2 that we “share each other’s burden.” It is also our ethical responsibility to be good stewards of the resources of our community. We are convicted that it is our fundamental right and responsibility, both within the Holy Bible and under the U.S. Constitution, to make decisions about our healthcare and not to relinquish that right to the government or others.

Statement of Shared Christian Beliefs

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.

- † We believe that Jesus Christ is the only way by whom we are forgiven of sins and are gifted salvation. (John 14:6).
- † 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.
- † We believe every individual has a fundamental religious right to worship the God of the Bible according to scripture.
- † 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. (Gal 6:2; Acts 2:44 – 45).
- † 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 others or ourselves.
- † 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.

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. (Including smokeless tobacco and vaping devices)
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, a membership declination may be issued retroactively to his/her *Enrollment Date*. In such an event, the membership enrollment 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. *Applicants* must also pay their membership enrollment dues and be accepted into the *Program* by Liberty HealthShare. Membership begins on the Enrollment Date specified by Liberty HealthShare in writing to the Sharing Member. If a person(s) does not qualify for membership due to medical reasons, the membership enrollment dues submitted at time of application will be returned to the applicant. All enrollment applications are subject to medical history review. If eligible for enrollment, the approved membership will begin the 1st of the following month the records are received.

E. Select Household Size

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

A **Single** is one Sharing Member

A **Couple** is two Sharing Members of the same household related by birth, **Marriage** or adoption. This would include:

- A married couple
- A parent/guardian and the second Sharing Member as a Dependent child
- Two Dependent children, participating without either parent (see **Guidelines** regarding Dependents below, Paragraph F)

A **Family** is comprised of three or more Sharing Members of the same household related by birth, Marriage or adoption. This would include:

- A married couple and one or more **Dependent** children
- One parent/guardian and two or more Dependent children
- Three or more Dependent children, participating without either parent

F. 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 27th birthday, a Dependent is no longer eligible for full-time student status.



It is the member's responsibility to notify Liberty HealthShare of any change in the student or marital status of their *Dependent* child that may 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.

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*. If the Dependent applies and is accepted within 30 days of the loss of qualification, the membership enrollment dues 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 a membership. It is the responsibility of the Sharing Member to notify Liberty HealthShare **within 60 days of the birth**. An electronically signed membership change form must be completed via the Member's ShareBox or phoned in to the enrollment department. If the membership change is not completed within 60 days of the birth, the newborn's *Eligible Medical Expenses* will not be eligible for sharing and the Dependent's effective date will begin the 1st of the month following the submitted membership change and will be subject to medical history review prior to approval.

4. Newly Adopted

A newly adopted child may be added as a Dependent to a membership provided all medical criteria be met within the Program for acceptance. The Sharing Member must provide notification of adoption, including all medical history or existing conditions, in writing **within 60 days after finalized adoption**. Existing medical conditions disclosed for a Dependent may result in a declination, or a limitation on the types of needs eligible for sharing.

5. Change in Household Size Due to Addition of Newborn or Adopted Member

The addition of a newborn or an adopted member may result in a change in household size and a change in the suggested minimum share amount as well as the *Annual Unshared Amount*. These changes will occur immediately and not at the start of the next period. For example, a Single would become a Couple and a Couple would become a Family.

G. Membership and Program Changes

1. Membership Changes

Any primary or guardian member who requests to add or exclude a *Dependent* or spouse on an active membership, or change their membership sharing level, **must complete a membership change form by the 25th of the month prior to the requested date of change.** To complete a membership change, the primary member must submit an electronic document request to change members, which is available through their ShareBox. If a member does not have access to their ShareBox, they must contact the enrollment department with the requested membership change information. All membership additions (except babies added within 60 days from date of birth), are subject to medical history review prior to approval of addition.

2. Program Level Changes

Program level changes can only be **made 60 days prior to the annual membership renewal date. A Program level change must be requested by the primary member by the 25th of the month prior to the annual renewal date and will become effective the 1st of the annual renewal month.** To complete a Program level change, the primary member must submit an electronic document request to change Programs, which is available through their ShareBox. If a member does not have access to their ShareBox, they must contact the enrollment department with the requested Program level change information.

H. Divorce/Separation of Couples

In the event of divorce or separation where the primary member and spouse desire to continue as *Sharing Members* with Liberty HealthShare, both parties must complete and sign the Liberty HealthShare membership separation agreement. The original combined membership will be cancelled, and a new membership created for each party the 1st of the following month agreement is signed and received. Both members will keep their original effective date and the first-time membership enrollment dues will be waived. Each new membership is subject to the new *Monthly Share Amount* and any new AUA changes.

I. 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 each month.

1. Membership Dues

Membership Enrollment dues are required at the time of application for enrollment and are non-refundable unless the enrollment is denied for medical reasons. Annual renewal dues are applied annually by the 1st day of the member's annual renewal month. A member's renewal will not 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 renewal dues, voluntarily given to share in another member's *Eligible Medical Expenses* as suggested by Liberty HealthShare. 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 may be taken to assess Program features, 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 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 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 as the final authority for the interpretation of these Guidelines.

All Sharing Members will be assigned an individual "ShareBox," a secure online portal to contribute their suggested Monthly Share Amount directly to another member in need. Suggested Monthly Share Amounts 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 suspended retroactively as of the 1st day of the month, for which a suggested Monthly Share amount is not paid. During the first two months of membership, the share amount will be sent to Liberty HealthShare to be used at the discretion of the ministry.

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 (2) months of membership (see Sec. III.I.3.), an administrative fee, not to exceed 18%, is assigned to each Monthly Share Amount regardless of family size beginning the third month of membership and each month thereafter. All memberships (single, couple, or family) contribute up to 18% of their Monthly Share Amount for administrative costs. In addition, Liberty HealthShare utilizes the membership enrollment dues and annual renewal dues to defray administrative costs. These amounts are calculated together to formulate an administrative overhead. Administrative costs and their assessments to the members may be revised at any time by a majority vote of the Board of Directors of Liberty HealthShare. Notice of any such change will be provided 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.

J. Compassion Consideration

Within 90 days of the death of a primary Contributing Member, or their legally married spouse who is also a member, the surviving spouse may request a waiver of their recommended **Monthly Share Amount** contribution for up to two (2) months. Qualification: Both the decedent and surviving spouse must have been members in **good standing** for at least the preceding twelve (12) months and subject to availability of funds. A certified copy of their **Marriage** certificate and a certified copy of the death certificate must be submitted with the written request. Upon receipt, review and approval by the Vice President of Medical Services and the Vice President of Finance, the surviving member will be notified if sharing has been waived and when sharing will resume.

K. Notify When Withdrawing Membership

Any member who desires to withdraw their participation must provide notice (verbally by phone, electronically, or in writing) of their discontinuation, including the reason for such discontinuation, **by the 25th 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 membership enrollment dues. **Expenses incurred or submitted within 60 days of a member's change in active status will not be eligible for sharing. (See Sec. IV.A.3.)** If the member chooses at any time to re-enroll, they must complete a new application and membership will start over as a new Sharing Member.

A membership that is suspended due to non-payment for less than two (2) months, will be reactivated once the Sharing Member contributes a Monthly Share Amount for each month that the membership was suspended and, if applicable, submits the annual renewal dues. **Sharing needs incurred during a Sharing Member's suspension may be eligible for sharing when the membership is reactivated from a suspended status.**

If a Sharing Member has been suspended or expired for more than two (2) months and wishes to become active again in the **Program**, he/she must reapply as a new **Applicant**, with no preferential treatment for acceptance. If membership was suspended or expired for not regularly submitting the Monthly Share Amount as requested, the suspended or expired 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 membership enrollment dues, if applicable. Reactivating a membership assigns the Sharing Member(s) a new membership period.

IV. Member Medical Expenses

A. Sharing Limits

The members of Liberty HealthShare 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 (AUA)

The amount of medical expense eligible for sharing must exceed an annual accumulative amount assigned for each single, couple or family membership. The annual amount shall be calculated upon each member's Enrollment Activation Date until his or her next annual renewal date or Program level change. All **Eligible Medical Expenses** that exceed the applicable AUA shall then be subject to the Program limits per **Incident** selected by the member.

2. First Two Months of Participation

For the first two (2) months after the Enrollment Activation 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. Eligibility for Sharing Limited to Active Sharing Members in Good Standing

Regardless of any other provision in these *Sharing Guidelines*, *Eligible Medical Expenses* will only be shared for *Active Sharing Members in good standing*. Any sharing requests submitted after a member has withdrawn, cancelled, become inactive, or is not in good standing for any reason according to the current Sharing Guidelines will not be eligible for sharing.

Any eligible expenses incurred and submitted at least 60 days prior to a member's change in active status may be shared. **Expenses incurred or submitted within 60 days of a member's change in active status will not be eligible for sharing.** Exceptions to this provision include:

- a. Death of the member.
- b. A member and spouse whose membership is terminated due to divorce or separation and continue with separate memberships.
 - i. Eligible expenses submitted under the member's original *Program* are subject to the new Program and current Sharing Guidelines and remain with the member who incurred them.
- c. A member who is no longer eligible as a *Dependent* on a membership and continues as a separate Sharing Member.



4. Excess Charges (Balance Bills)

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. Members remain ultimately responsible to pay their bill. As a voluntary sharing ministry, we are aware that we cannot be all things to all people. We are always constrained by finite resources no matter how many members we may have and have a duty to our fellow members to be good stewards of the community resources.

Members are provided access to healthcare cost reference tools to research and select healthcare Providers who charge *Fair and Reasonable* industry rates. All submitted charges will undergo an assessment to determine if charges are Fair and Reasonable and Liberty HealthShare reserves the right, on behalf of its members, to determine what amount of an expense is unreasonable. These are expenses that result when healthcare *Providers* seek payment in excess of the Fair and Reasonable amount already shared by members. Qualifying medical expenses with Fair and Reasonable charges are eligible for sharing. **Excess charges deemed unreasonable are not shareable.**

It is Liberty HealthShare's position that the Provider should not Balance Bill the Sharing Members for amounts in excess of Fair and Reasonable Consideration. It is Liberty HealthShare's position that these Excess Charges are clearly excessive and exorbitant. However, Balance Billing for such amounts can occur for certain charges and Liberty HealthShare has no control over the actions of the Providers or their desire to pursue the *Sharing Members* for such amounts.

In the event a Sharing Member receives a Balance Bill for an amount in excess of Fair and Reasonable Consideration, please contact Liberty HealthShare for information on a Patient Advocacy Center. The Patient Advocacy Center provides assistance to Sharing Members with the understanding that (i) the Patient Advocacy Center is not acting in a fiduciary capacity for Liberty HealthShare, (ii) that the Sharing Member must make his or her own independent decision with respect to any course of action in connection with any Balance Bill, including whether such course of action is appropriate based on the Sharing Member's specific circumstances and objectives and (iii) the Patient Advocacy Center does not provide legal or tax advice.

5. Occupational or Work-Related Injuries

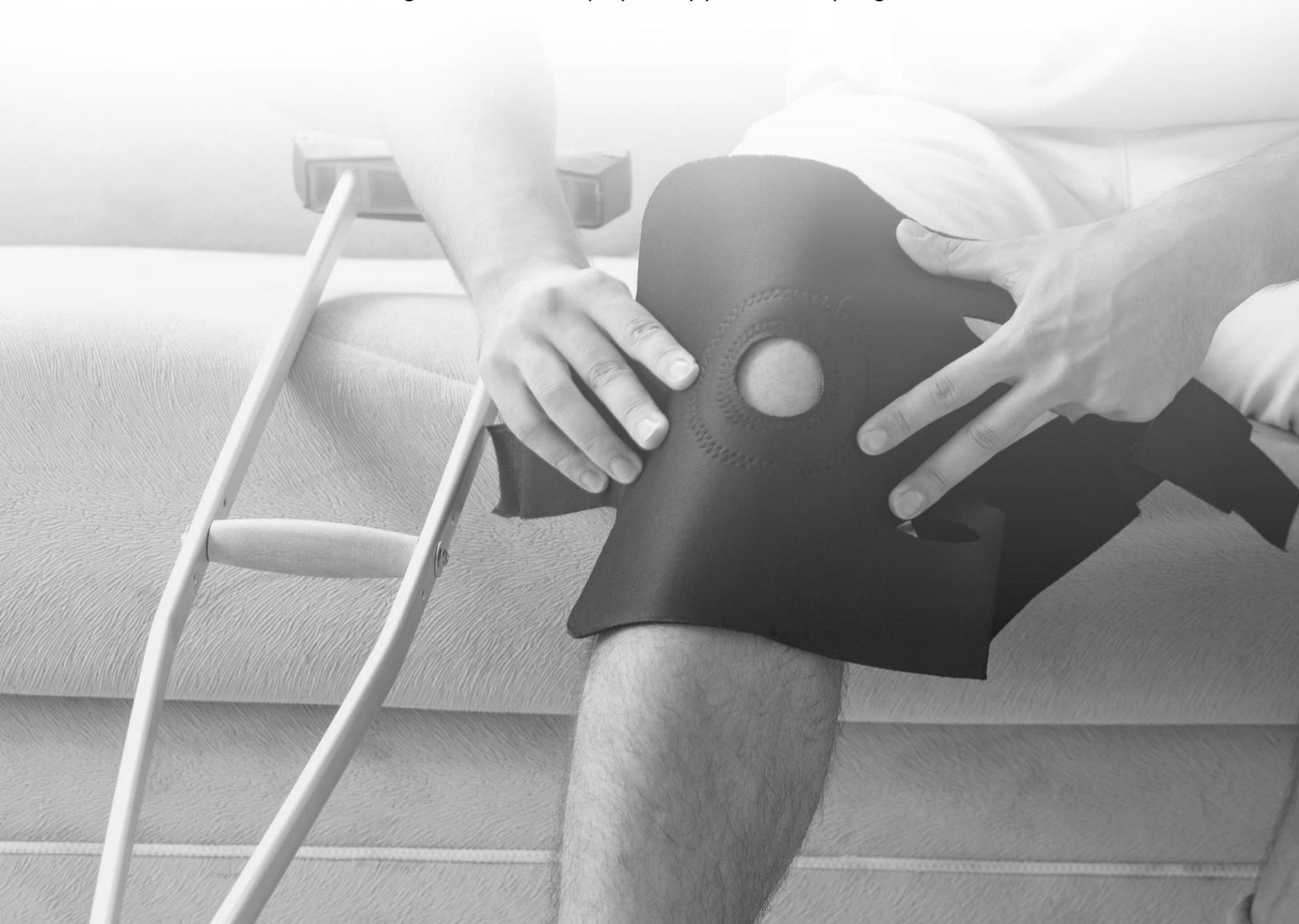
Expenses arising from the care and treatment of an injury or illness that is occupational, or that arises from work for wage or profit, including self-employment, are not eligible for sharing. However, such expenses will be considered for sharing if:

- 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.

6. Other Sources of Medical Expense Payment

In order to conserve the Share Power 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 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 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/her deeply held religious or ethical convictions, including being a recipient of Medicare, Medicaid, and Social Security payments and submits an approved and signed IRS Form 4029 (application for exemption from Social Security and Medicare taxes and benefits) or other equivalent tax form.
- b. **Members' Cooperation** If the Sharing Member does not cooperate fully and assist Liberty HealthShare in determining if his/her need is discountable or payable by another source, the need will become not eligible for sharing. Please note that it is the official policy of Liberty HealthShare to never require 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, Medpay, PIP, Uninsured and Underinsured Motorist coverages, No-Fault coverage, 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. **Medical Expenses Paid by Other Source Ineligible; Duty to Assist with Reimbursement** To the extent that such expenses are paid by any 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 any other source, the member receiving sharing is obliged to cooperate with any documentation or information needed to facilitate reimbursement to the members.
- e. **Receipt of Payment from Other Sources** To the extent that such expenses are then subsequently paid by any other source, as allowed by law, 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. The right to reimbursement to Liberty HealthShare's members shall take priority over that of the Sharing Member and applies even if the payment received from the other source does not provide full compensation for the actual loss suffered by the Sharing Member, without regard to any asserted "Made Whole" doctrine.
- f. **Reimbursement Policy** After a 6-month post-accident period, sharing may be permitted, if necessary, where payment of medical expenses by any other source is not presently available.

7. 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, **needs to be declared upon application for Liberty HealthShare 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 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.

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.

8. Pre-existing Condition Review

Eligible medical expenses submitted for sharing 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 for a given condition shall not serve as evidence that the condition is other than pre-existing.

9. Prenotification of Medical Expense

Prenotification is a process by which Liberty HealthShare assists members to determine eligibility for cost-sharing of upcoming medical *services and procedures*, in accordance with their program level and sharing guidelines. Providing sufficient advance notice, whenever possible and as required, is a responsibility of a Sharing Member.

Liberty HealthShare can offer a range of recommendations to assist members with avoiding unreasonable billing practices by some physicians and facilities. While our processes don't dictate a member's medical treatment choice, they are designed to assist members in navigating the complexities of the healthcare system.

10. Partial Sharing for Newer, Optional, and/or Less Accepted or Less Proven Therapies

Procedures, testing, diagnostics, interventions, therapeutics for which the medical evidence supporting efficacy is anecdotal, poor, insufficient, and/or not broadly accepted, or that have marginal clinical utility even when proven, or that are experimental for a specific relevant condition, are generally not eligible for sharing. Likewise, procedures, therapies, diagnostics and surgeries that have questionable, minimal or subjective potential benefits compared to far less expensive options are generally not sharable. There are individual cases that benefit from individualization of sharing decisions by Liberty HealthShare, and more importantly, from extensive effort by the member to appropriately evaluate the utility and cost-effectiveness of a given diagnostic or intervention in his/her special case. In order to encourage members to engage fully in the cost/quality evaluation of many newer, optional, and/or less accepted or less proven medical interventions, and to avoid centralization of those decisions, Liberty HealthShare 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 a *reasonable* maximum shareable 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 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;

Notice of medical necessity provided by the medical Provider to the prenotification 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 confirmation of medical necessity is provided.

- d. or, in the case of a certain highly experimental therapies of interest to a member, Liberty HealthShare membership may choose to partially share in them with the acceptance by the member that any money spent on the experimental procedure would not be available for any subsequent therapeutic choices for that condition being treated. The effect would be 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. Due process and fair consideration will be applied in all cases.
- f. Liberty HealthShare is able to research *fair and reasonable* pricing 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.

B. Medical Expenses Not Eligible for Sharing

Eligible medical expenses not submitted within 180 days of the date of *service* are not eligible for sharing. **Medical expenses of \$200 or less in billed charges are not considered burdens that should be carried by other members, are not eligible, and should not be submitted for sharing (unless otherwise noted in these Guidelines).** 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, IUDs, 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 including medications, implants, hormone therapy, surgery, medical or psychiatric treatment.

2. Alcohol/Drugs Services, Supplies, care or treatment for a Sharing Member for an injury and/or disease and/or bodily malfunction that occurred as a result of 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 Status Change Medical care, treatment or Supplies for which an expense was incurred before a person was a *Sharing Member* or after membership became suspended or expired, or the expense is not eligible for sharing because the Member is no longer an *Active Member in Good Standing*. (See Sec. IV.A.3.).

5. Complications of Ineligible 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 a *Provider* to be not *Medically Necessary*.

6. Cosmetic Procedures Elective cosmetic treatment, including but not limited to, pharmacological regimens; nutritional procedures or treatments; plastic surgery; salabrasion, chemosurgery and other such skin abrasion procedures associated with the removal or revision of scars, tattoos or actinic changes, is not eligible for sharing.

7. Custodial Care Services or Supplies provided mainly as a rest cure, maintenance, custodial care or other care that does not treat an illness or injury.

8. Dental Care Dental prostheses and care or treatment of the person's teeth above or below the gums, except the repair of sound natural teeth due to injuries that occur while the person is a Sharing Member.

9. Dialysis Dialysis Services, Supplies, equipment, care and treatment for, and/or related to, chronic irreversible renal insufficiency/failure, whether services are provided on an Inpatient or *Outpatient* basis, are *Ineligible* for sharing among members. This also includes but not limited to: injectables and intravenous medications (such as, Heparin, Epogen, Procrit) and other medications administered directly before, during or after a dialysis procedure.

10. Doula Services Trained companion who is not a healthcare *Professional* who supports another individual during childbirth.

11. Durable Medical Equipment (DME) Equipment designed for repeated use (durability to last for three years or more), assists with completion of daily activities and serves as a support for chronic medical conditions. 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, power scooters, kidney machines, ventilators, portable oxygen equipment, tubing, masks, monitors, pressure mattresses, lifts, nebulizers, rigid/semi rigid leg, arm, back and neck braces, external or implanted neurostimulators. The purchase, rental or replacement of durable or reusable equipment or devices is not eligible for sharing. Devices required for providing support, treatment or prevention of further injury from an acute accident, injury, illness or surgery are eligible for sharing.

12. Emergency Room Charges When Not an Emergency When treatment at an emergency room is not determined an emergency by normal standards of medical care and when less costly treatment was available by taking *Reasonable* measures to seek such care.

13. Exercise Programs Exercise programs for treatment of any condition, except for *physician*-supervised cardiac rehabilitation and or physical therapy.

14. 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, however 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.

15. 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, **CMS**, or other industry recognized authoritative bodies, or that is illegal by U.S. law.

16. Eye Care Eye exercise therapy, radial keratotomy or other eye surgery to correct nearsightedness 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.



17. Food or Nutritional Formula Food, including adult, 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.

18. Gastric Bypass Gastric bypass/sleeve or other types of bariatric/weight loss surgery are not eligible for sharing.

19. Genetic Testing Not eligible for sharing, with the exception to aid in treatment of a previously diagnosed condition, which was eligible for sharing.

20. Gross Negligent Acts, Hazardous Activities, Illegal Acts and Self-Inflicted Injury

Expenses resulting from an illness or injury where 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. 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.
- 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. Any medical expense due to an intentionally self-inflicted Injury, while sane or insane is not eligible for sharing.

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

22. 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.

23. Hormone Replacement Therapy Except in children, where prescribed by a Physician for short-term (not maintenance) use.

24. 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.

25. Impotence, Infertility, Surgical Sterilization or Reversal Surgical and non-surgical services for the treatment of impotence and 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.

26. Massage Services

27. Medical Marijuana Expenses related to medical marijuana use, regardless of whether use is legal in a particular State.

28. Mental Health Services Charges for psychiatric or psychological counseling, mental disability, learning disability, bereavement counseling, biofeedback therapy, attention deficit disorder (ADD), attention deficit hyperactivity disorder (ADHD), psychological testing, treatment, medication and hospitalization.

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

30. 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. Any additional expense for transportation to a *Facility* that is not the nearest facility capable of providing *Medically Necessary* care is not eligible for sharing. Charges for travel or accommodations whether or not recommended by a *Physician* are not eligible for sharing.

31. Non-Compliance with Medical Advice Failure or refusal to comply with Physician treatment plan and/or leaving a Facility against medical advice (AMA) shall be subject to clinical review and may result in a determination of ineligibility for sharing.

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

33. Not a Medically Necessary Service Care and treatment that does not meet the criteria of 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 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 not to be a Medically Necessary service.

34. Nutritional Supplements Prescribed and/or over-the-counter supplements.

35. Outpatient Pharmaceuticals Maintenance pharmaceuticals (regardless of the route of administration) and over-the-counter medications (whether prescribed or not) are not shareable, but may be eligible for discounts under pharmaceutical discount programs that Liberty HealthShare may offer.

36. 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.

37. 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, nonprescription drugs and medicines, and first-aid Supplies and non-*Hospital* adjustable beds.

38. Relative Providing 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.

39. 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.

40. 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 for sharing.

41. War, Military Activity or Intentional Involvement in Terroristic Action or Civil Unrest Any cost incurred that is due to illness, accident, treatment or medical condition arising out of any declared or undeclared act of war, military activity, or intentional involvement in terroristic action or civil unrest (including riots, violent protests or civil disobedience).

V. Dispute Resolution and Appeal

Liberty HealthShare 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, you agree that any dispute you have with or against Liberty HealthShare will be settled using the following steps of action, and only as a course of last resort.

A. First Level Appeal

Determinations are made based on the Liberty HealthShare *Sharing Guidelines*. Most differences of opinion can be resolved simply by calling Liberty HealthShare and speaking with a Member Services representative. If this option of an informal call does not resolve the dispute, or if a determination is made and the Sharing Member disagrees with Liberty HealthShare's application or interpretation of the Sharing Guidelines and the Sharing Member believes there is a logically defensible reason why Liberty HealthShare's initial determination is wrong, then the Sharing Member may file a written appeal within 180 days of the date of processing of the medical bill. The appeal letter ("Appeal Letter") must be sent via email to appeals@libertyhealthshare.org, or by mail to:

Liberty HealthShare
Appeals Department
4455 Hills and Dales Rd. NW
Canton, Ohio 44708



The Appeal Letter must contain the following information:

- Membership number and bill number;
- What information that Liberty HealthShare has that is either incomplete or incorrect;
- Why the Sharing Member believes Liberty HealthShare has misinterpreted the information already in-hand;
- What provision in the Liberty HealthShare *Sharing Guidelines* the Sharing Member believes Liberty HealthShare has applied or interpreted incorrectly.

Appeals will be accepted from a Sharing Member only.

A member of the clinical team will review the Appeal Letter and all supporting documentation and contact the Sharing Member within 30 days via phone or email with a determination.

B. Second Level Appeal

Should the Sharing Member disagree with the decision rendered in the First Level Appeal, the Sharing Member shall have 30 days from date of notice of decision to submit a written request (via email or USPS) to Liberty HealthShare at the address listed above requesting 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:

1. What information does Liberty HealthShare have that is either incomplete or incorrect?
2. How does the Sharing Member believe Liberty HealthShare has misinterpreted the information already on hand?
3. What provision in the Liberty HealthShare Sharing Guidelines does the Sharing Member believe Liberty HealthShare applied or interpreted incorrectly?

Within 30 days, the Director of Medical Services will review the appeal, and the aggrieved party will be contacted via phone or email with the determination.

C. Third Level and Final Appeal

Should the Sharing Member disagree with the decision rendered on the Second Level Appeal, the Sharing Member shall have 30 days from date of notice of decision to submit a written request (via email or USPS) to Liberty HealthShare at the address listed above requesting a Third and Final Appeal (“Final Appeal”). Liberty HealthShare’s Vice President of Medical Services will review the Sharing Member’s Final Appeal and make a determination within 30 days. If the decision remains unchanged, the Final Appeal will be automatically submitted to the Liberty HealthShare Board of Directors for review and determination. Within 30 days, the Liberty HealthShare Board of Directors shall render its determination and the appealing Member will be notified via email or USPS of the Board’s decision.

D. Arbitration

If the aggrieved Sharing Member disagrees with the conclusion of the Final Appeal, then the Sharing Member shall have 30 days from the date of notice of decision to submit a written request (via email or USPS) to Liberty HealthShare at the address listed above requesting arbitration. Any dispute not settled pursuant to the procedures set forth above shall be settled by arbitration in Canton, Ohio in accordance with the Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation, a division of Peacemaker Ministries then existing, provided, the arbitration shall be subject to laws of the State of Florida and the discovery as provided for under the Florida Rules of Civil Procedure shall be available to all parties to the arbitration. This agreement to arbitrate shall be specifically enforceable and the arbitration award shall be final and judgment may be entered upon it in any court having jurisdiction over the subject matter of the dispute.

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.

Liberty HealthShare shall pay the fees of the arbitrator in full and all other expenses of the arbitration; provided 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 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 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 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, 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 60 days.

VII. Sharing Member Rights and Responsibilities

As a *Sharing Member* of Liberty HealthShare, you have certain rights and responsibilities.

A. Sharing Member Rights

You have the right to:

1. Receive considerate, courteous service from all employees and representatives of Liberty HealthShare.
2. Receive accurate information regarding Program Guidelines and eligibility of needs in both member literature and when in contact with Liberty HealthShare.
3. Have *Medical Expense Needs* processed accurately once all necessary documentation has been received.
4. Have all medical records and personal information handled in a confidential manner and in compliance with Privacy Standards.

5. Be informed 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.
7. Make recommendations regarding Program *Guidelines*.

B. Sharing Member Responsibilities

You have the responsibility to:

1. Submit medical bills within 180 days of the date of service in order to be shared.
2. Treat Liberty HealthShare employees and representatives in a considerate and courteous manner.
3. Read all Liberty HealthShare 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 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 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 when needed.

VIII. Liberty Rise Sharing Program Guidelines (ages 18–29)

The provisions of the preceding Sharing Guidelines are generally applicable to members of the Liberty Rise Sharing Program with the following exceptions:

A. Age Restriction and Household Size

Liberty Rise Sharing Program availability is limited to young adult individuals (ages 18–29) who are single or with spouse (married couples without one or more *Dependent* children). Minor children are not eligible to be enrolled under this Program. Enrollment is limited to individuals who have not been a primary member on any Liberty HealthShare Program within 12 months

of enrollment in the Liberty Rise Sharing Program. Married individuals must each apply for separate Liberty Rise Sharing Program memberships. Liberty Rise Sharing Members are no longer eligible for the Program upon the occurrence of the following:

1. Upon reaching his/her 30th birthday, or
2. The Liberty Rise Sharing Member or his/her spouse has one or more *Dependent* children (natural born or legally adopted of either spouse).



B. Program Changes After Loss of Qualification

Individuals who no longer qualify under the Liberty Rise Sharing Program due to age or the addition of a **Dependent** child who wish to continue their Liberty HealthShare membership must apply and qualify on his/her own merit as a new **Sharing Member** under one of the other Liberty HealthShare Program options. If the individual applies and is accepted within 30 days of the loss of qualification, the membership enrollment dues are waived.

C. Continuing Membership After Married Member No Longer Qualifies Due to Age

In the event two spouses are members of the Liberty Rise Sharing Program and one spouse reaches the age limit, but the other spouse does not, both spouses may apply for a couple's membership in another Liberty HealthShare Program, or the younger spouse has the option to remain as a member of the Liberty Rise Sharing Program.

D. Wellness Visits

Liberty HealthShare encourages our members to see their Primary Care Physician or Provider yearly to maintain their health and well-being. After the first two months of membership, an annual preventative wellness visit and related lab work for which there are no medical symptoms or diagnosis in advance are eligible for sharing, up to a maximum of \$400 of the **Fair and Reasonable** charges as determined by Liberty HealthShare.

E. Sharing Limits / Medical Expenses Eligible for Sharing

Medical expenses eligible for sharing are limited to **\$50,000 per membership year** for all **Services** combined with associated maximum yearly sharing limits for each Service outlined below:

Service	Unshared Amount Per Visit	Maximum Sharing Limit
Primary Care Physician	\$25	\$750 / year
Specialist Physician	\$40	\$750 / year
Urgent Care	\$50	\$500 / year
Hospital Stay*		\$1,250 / day
In/Out-Patient Surgeon Fee*		\$1,250 / day
Emergency Room	\$500	\$1,000 / year
CT Scan	\$200	\$1,250 / year
MRI Scan	\$200	\$1,250 / year

*prenotification required

F. Medical Expenses Not Eligible for Sharing

Medical expenses outlined under Sec. IV.B. of the Liberty HealthShare **Sharing Guidelines** are not eligible for sharing under the Liberty Rise Sharing Program. **Maternity expenses are not eligible for sharing under the Liberty Rise Sharing Program.** Members anticipating the need for maternity services must be a member of another eligible Liberty HealthShare Program and remain a member of that Program for at least six (6) consecutive months immediately preceding conception to have those Services eligible for sharing.

G. Preexisting Conditions

New Liberty HealthShare Members are required to provide medical condition history for review but are not subject to preexisting sharing limits.

IX. Liberty Freedom Sharing Program Guidelines (ages 35 or younger)

[Effective on and after December 1, 2023]

A. Provisions

The provisions of the Liberty HealthShare *Sharing Guidelines* for acute accidents, injuries or illness are applicable to members of the Liberty Freedom Sharing Program **but only in cases where the onset of signs, symptoms, or diagnosis of, or the receipt of treatment or medication for, the condition was NOT evident or existing at or prior to the Enrollment Date.** All medical expenses incurred for a Pre-existing Condition are **ineligible** for sharing under the Liberty Freedom Sharing Program. Enrollees must submit a complete and accurate medical history on the Membership Enrollment Application or on the Medical History Questionnaire. A condition for which signs, symptoms or treatment were ever present any time prior to application or can be reasonably expected to require medical intervention in the future, needs to be declared upon application for Liberty HealthShare membership, and updated with any new symptoms, signs or diagnoses that become apparent after the application submission. Failure to fully disclose known or suspected *Pre-existing Condition* information at the time of application and before Enrollment Date, or failure to provide updated information regarding any new symptoms, signs or diagnoses that become apparent after the application submission, is a violation of our shared trust between members and will subject the member to termination of membership. Any prior sharing for a given condition shall not serve as evidence that the condition is other than pre-existing.

B. Age Restriction and Household Size

The Liberty Freedom Sharing Program availability is limited to individuals 35 years of age or younger. Spouses and *dependent* children are eligible for this program as long as the oldest individual on the membership is 35 years of age or younger.



C. Program Changes after Loss of Qualification

Individuals who no longer qualify under the Liberty Freedom Sharing Program due to age and wish to continue their Liberty HealthShare membership must apply and qualify on his or her own merit as a new Sharing Member under another Liberty HealthShare Sharing Program. If the individual applies and is accepted within 30 days of the loss of qualification, the membership enrollment dues will be waived.

D. Continuing membership for younger spouse after married member no longer qualifies due to age

In the event two spouses are members of the Liberty Freedom Sharing Program and one spouse reaches the age limit, but the other spouse does not, both spouses may apply for a couple's membership in another Liberty HealthShare Sharing Program, or the younger spouse has the option to remain as a member of the Liberty Freedom Sharing Program.

E. Continuing membership for *dependents* after individual no longer qualifies due to age

Unmarried dependent children (as defined in Sec. III.F. of the Liberty HealthShare *Sharing Guidelines*) may continue as members of the Liberty Freedom Sharing Program as long as they are enrolled by a parent or guardian who certifies that he or she takes financial responsibility for the dependent child's Sharing Membership and the parent or guardian signs the enrollment application on behalf of the dependent child.

F. Program Level/Membership changes

Any primary or guardian member may request membership or Program-level changes as detailed in Sections III.G.1 and III.G.2 of the Liberty HealthShare Sharing Guidelines.

G. Sharing Limits/Medical Expenses Eligible for Sharing

The amount of medical expense eligible for sharing must exceed an *Annual Unshared Amount* (AUA) assigned for each single, couple or family membership. The annual accumulative amount shall be calculated upon each member's Enrollment Activation Date until his or her next annual renewal date or Program level change. All *Eligible Medical Expenses* that exceed the applicable AUA shall then be subject to the Liberty Freedom Sharing Program limits of \$300,000 per membership year or \$300,000 per *incident*, whichever occurs first, per member. Liberty Freedom Sharing Program members may share in the types of medical expenses listed below, which may be limited in extent by other paragraphs in these Sharing Guidelines:

- 1. Acute Hospital Charges** - Inpatient or *Outpatient* Hospital Treatment or Surgery for a medically diagnosed condition.
- 2. Ambulance** - Emergency land or air ambulance transportation to the nearest medical *Facility* capable of providing the *medically necessary* level of care to avoid seriously jeopardizing the Sharing Member's life or health.
- 3. Ancillary Therapies** - (Physical Therapy, Speech Therapy, Occupational Therapy, Respiratory Therapy)- Eligible for sharing up to \$50 per visit by a *Licensed Provider* with \$1,000 maximum sharing limit per Sharing Member, per membership year (inclusive of ALL ancillary services).

- 4. Cancer Care** – Medical Expenses for cancer care are eligible for sharing under these circumstances:
 - a. Onset of signs or symptoms must be exhibited after initiation to sharing membership and an **active Sharing Member in Good Standing** of the Liberty Freedom Sharing Program for at least the preceding 12 consecutive months.
 - b. Cancer care expenses (inclusive of surgery, chemotherapy, radiation, and reconstruction if necessary) eligible for sharing are limited to \$300,000 **per incident** for all **Services**. All related medical bills for the same diagnosis comprise the same incident.
 - c. Care is not transferable to be shared under another Liberty HealthShare Sharing Program.
 - d. Prenotification is required for cancer care plan review. (See Sec. IX.J.2.)
 - e. Medications and treatment are limited to acute therapy/treatment.
 - f. Naturopathic/Integrative therapy for Cancer Care is not eligible for sharing under the Liberty Freedom Sharing Program.
- 5. Cardiac Rehabilitation** – Up to 36 Therapy visits provided by a **licensed therapist** per membership year.
- 6. Cosmetic Procedures** – Cosmetic Care and treatment provided for disfiguration caused by amputation, disease, accident, or INITIAL breast reconstruction following a mastectomy.
- 7. Emergency Room** – Qualifying emergency room services provided on an **outpatient** basis at a **Hospital** are eligible for sharing. **However, the first \$500 is not eligible for sharing unless Hospital admission occurs within 23 hours** of emergency room treatment.
- 8. Interpreter Services** – If necessary to provide medical care.
- 9. Limb Prosthetics** – Initial cost of limb prosthetics following acute accident, injury, or illness if necessary to enhance quality of life or rehabilitation.
- 10. Organ or Tissue Transplant** – Expenses incurred in connection with any organ or tissue transplant up to maximum Liberty Freedom Sharing Program sharing limits of \$300,000 per incident or \$300,000 per membership year whichever comes first, per member. Sharing is not transferable to another Liberty HealthShare Sharing Program. Treatment includes, but is not limited to, expenses incurred in evaluation, screening, candidacy determination process, organ transplantation, organ procurement, transportation of organ, donor expenses, follow-up care, immunosuppressant therapy, and re-transplantation. 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 sharable expense for the Liberty Freedom Sharing Program per organ, per lifetime are not eligible for sharing.
- 11. Physician/Professional Services** – Provided by a **Licensed Physician** for the diagnosis, treatment, management, or prevention of an illness or injury.
- 12. 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 180 days 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.
- 13. Subacute Health Care Facility** – Inpatient rehabilitation up to 30 days per incident.

H. Medical and Burial Expenses Not Eligible for Sharing

Medical expenses outlined under Sec. IV.B. and X.D.2. of the Liberty HealthShare *Sharing Guidelines* are not eligible for sharing under the Liberty Freedom Sharing Program. The following expenses are not sharable expenses under the Liberty Freedom Sharing Program:

1. Burial Expenses
2. Chiropractic Care, Acupuncture, Osteopathic Manipulative Treatment
3. Direct Primary Care (DPC) Membership Fees
4. Home Health Care/Skilled Care Home Services
5. Hospice Care
6. Maternity Care/Delivery/Doula Services - For *maternity* care and delivery services to be eligible for sharing, a member must be a Sharing Member of the Liberty Unite, Liberty Connect, or Liberty Essential Sharing Program for at least six (6) consecutive months immediately preceding conception.
7. Medical Costs Incurred Outside the United States
8. Naturopathic/Alternative Treatments or Medication/Complimentary Alternative Medicine/Integrative Health.
9. Nutrition Therapy Evaluation/Education
10. Prescription Drugs
11. Wellness Visits (inclusive of wellness labs) and Preventative Screenings
12. Vaccinations



I. Eligibility for Sharing Limited to Medical Expenses Exceeding \$200

Medical Expenses \$200 or less in billed charges (per visit/per member) are not to be submitted and are *ineligible* for sharing unless otherwise noted in the Liberty HealthShare *Sharing Guidelines*. Ineligible expenses cannot be applied to a Member's *Annual Unshared Amount* (AUA). All *Eligible Medical Expenses* must be submitted for sharing within 180 days of the date of service, in the manner and form specified by Liberty HealthShare. This may include, but not limited to, standard industry billing forms (HCFA 1500 and/or UB 92) and medical records.

J. Prenotification

Prenotification of services is required to identify Sharing Members who would benefit from the Liberty HealthShare clinical support team helping to navigate the complicated health care systems. **Prenotification of services is required for:**

1. **Hospital Admissions** – All Inpatient Hospital confinements, including emergency admissions must be reported to the prenotification/Care Navigation staff within 48 hours following admission (or the next business day, whichever comes first) to be eligible for sharing. If the Sharing Member is unable to prenotify due to the severity of the illness or injury, then a *Physician* or a responsible party representing the member should contact the prenotification/Care Navigation department at the earliest time reasonably possible. Failure to prenotify may be reviewed by Liberty HealthShare staff and its requirement waived if there is *reasonable* justification for that failure. This includes treatment at a skilled nursing *Facility* or inpatient rehabilitation.
2. **Cancer Care** – Treatment/plan of care review at initiation of treatment and with course of treatment change.
3. **Invasive Diagnostic Testing** – Testing involving puncturing the skin and entering the body in an *Outpatient* or surgical setting.

X. Liberty Unite, Liberty Connect and Liberty Essential Sharing Program Guidelines

The provisions of the preceding Liberty HealthShare *Sharing Guidelines* are applicable to members of the Liberty Unite, Liberty Connect and Liberty Essential Sharing Programs with the following additions:

A. Prenotification of Medical Expense

To be considered for medical cost sharing, the member **MUST** notify Liberty HealthShare **IN ADVANCE** by contacting the prenotification department for any Services, procedures and diagnostics listed below, except in the case of true emergencies. The Sharing Member, their physician, or their representative should contact the prenotification department **as soon as the need for admission or Services is recognized, and at least seven (7) days prior to admission whenever possible**. An electronic prenotification form can be found on the Liberty HealthShare website and in ShareBox. **It is the responsibility of the Sharing Member to ensure that the prenotification staff is contacted and not depend 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 medical cost sharing, prenotification is required:

1. Inpatient Hospital confinements including emergency admissions (as soon as it becomes evidently needed), skilled nursing, inpatient rehabilitation Facility and hospice. The term "Inpatient" includes any Facility admission, observation or other confinement that lasts more than 23 hours.
2. Organ/tissue transplant Services.

3. Extended emergency department observation periods and observation care.
4. All home health care *Services*.
5. All *Outpatient* surgery (including surgical centers, clinics and *Hospitals*).
6. *Maternity*, obstetric and prenatal needs—member must notify Liberty HealthShare prenotification department of current date of conception to establish eligibility, as early as possible upon learning of pregnancy.
7. Magnetic Resonance Imaging (MRI) scans unless completed during emergency room visit or hospital admission.
8. Positron Emission Tomography Scanning (PET).
9. Cancer Care Chemotherapy, radiation therapy and adjunctive medications for cancer treatment prior to initiation of treatment and with any changes in treatment plans.
10. Cardiac rehabilitation.
11. Pain injections/pain management—limitations may apply—dependent on treatment plan review.
12. Outpatient infusion therapy.
13. Invasive diagnostic testing involving puncturing the skin or entering the body in an Outpatient or surgical setting.



The following specifically DO NOT require prenotification:

CT scans, outpatient/physician office visits, EKG, emergency department visits, urgent care, routine laboratory testing, screening mammograms, ultrasound, wellness and flu vaccinations, plain X-rays, skin biopsies, ancillary therapies, chiropractic care, acupuncture, complementary or alternative medical (CAM) management diagnostic mammograms, diagnostic colonoscopies. Tests where prenotification is not required are not necessarily eligible for sharing, based on the *Sharing Guidelines*.

All Hospital admissions MUST be reported to the prenotification staff within 48 hours following admission, or on the next business day after admission, to be eligible for sharing.

If the Sharing Member is unable to prenotify due to the severity of the illness or injury, then a Physician or a responsible party representing the member should contact the prenotification department at the earliest time reasonably possible. After admission to the Hospital, the clinical review staff will continue to evaluate the Sharing Member's progress to monitor the length of hospital stay. All Hospital admissions may be reviewed retrospectively to determine if the treatment received is eligible for sharing. To increase the likelihood of sharing meeting a member's expectations, we encourage members to prenotify with Liberty HealthShare when in any doubt. Failure to prenotify may be reviewed by Liberty HealthShare staff and its requirement waived if there is *reasonable* justification for that failure.

B. Eligibility for Sharing Limited to Medical Expenses Exceeding \$200

Medical Expenses **\$200 or less in billed charges (per visit/per member) are not to be submitted and are Ineligible for sharing**, unless otherwise noted in the *Guidelines*. *Ineligible* expenses cannot be applied to a Member's *Annual Unshared Amount* (AUA).

C. Medical Expenses Eligible for Sharing

Eligible medical expenses are shared on a per person per *Incident* basis for illnesses or injuries incurring medical expenses after the membership Enrollment Activation 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 Eligible Medical Expenses incurred must exceed the Annual Unshared Amount to be eligible for sharing (See Sec. IV.A.1.). **Unless otherwise noted in these Guidelines, total Eligible Medical Expenses incurred must also exceed \$200 per visit/billed charges per member.** 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. **All Eligible Medical Expenses must be submitted for sharing within 180 days of the date of Service, in the manner and form specified by Liberty HealthShare.** This may include, but not be limited to, standard industry billing forms (HCFA 1500 and/or UB 92) and medical records.

Liberty Unite, Liberty Connect, and Liberty Essential Sharing Program Members may share in these types of medical costs below, which may be limited in extent by other paragraphs in these Sharing Guidelines:

- 1. Acute Hospital Charges** Inpatient or *Outpatient* Hospital treatment or surgery for a medically diagnosed condition.
- 2. 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.
- 3. Cancer Care** Medical expenses for cancer are eligible as follows:
 - a. Onset of signs/symptoms related to the cancer diagnosis that are exhibited after initiation of sharing membership;
 - b. Limitations are set by subscribed Sharing Program at the time of diagnosis and are subject to AUA;
 - c. Prenotification is required for cancer treatment plan review to determine eligibility including naturopathic and alternative treatments;
 - d. Adjunct treatment medications will be evaluated for eligibility relative to the treatment plan; and,
 - e. Maintenance or long-term therapy medications (including but not limited to Lupron, Prolia, Eligard, Zometa and Tassigna) are only eligible for sharing for the first 45 days following initiation of the maintenance therapy, regardless of route of administration.
- 4. Cardiac Rehabilitation** Up to 12 therapy visits provided by a *Licensed therapist* per membership year. After initial evaluation, prenotification and approval is required before any therapy needs will be considered for sharing. After a Sharing Member has completed 12 visits, a reassessment is required to approve additional visits (up to 24) for a total of 36 visits.
- 5. Chiropractic Care, Acupuncture, Osteopathic Manipulative Treatment and Ancillary Therapies (Physical Therapy, Speech Therapy, Occupational Therapy, Respiratory Therapy).** Chiropractic care, acupuncture, osteopathic manipulative treatment and ancillary therapies are eligible for sharing **up to \$50 per visit by a Licensed Provider with \$1,000 maximum share limit per member per membership year** (inclusive of ALL chiropractic, acupuncture, osteopathic, manipulative treatment and ancillary *Services*) and subject to AUA.
- 6. Cosmetic Procedures** Cosmetic care and treatment provided for disfiguration caused by amputation, disease (including acne), accident or initial breast reconstruction following a mastectomy, are eligible for sharing.
- 7. Direct Primary Care (DPC) Membership** 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 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. **DPC membership is not subject to the AUA nor subject to Guideline limitations for medical expenses \$200 or less.**

- 8. Emergency Room** Qualifying emergency room Services provided on an *Outpatient* basis at a Hospital are eligible for sharing, subject to AUA; however, **the first \$500 is not eligible for sharing** unless Hospital admission occurs within 23 hours of emergency room treatment. Emergency room charges are not eligible for sharing when treatment at an emergency room is not determined an emergency by normal standards of medical care and when less costly treatment was available by taking *Reasonable* measures to seek such care.
- 9. 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.
- 10. Hospice Care** For the life of the membership, sharing in hospice care is limited to 30 days of hospice care, and five (5) days of respite care. Charges for medical social Services are limited to \$200 of eligible expense.
- 11. Hysterectomy** Expenses related to a hysterectomy are eligible for sharing only when *Medically Necessary*. Hysterectomies intended for preventing normal or perimenopausal variations in menstruation are not eligible for sharing.
- 12. Interpreter Services** Eligible for sharing if Medically Necessary to provide medical care.
- 13. Limb Prosthetics** and their replacement, if Medically Necessary.
- 14. Maternity** Mothers who have been a *Sharing Member* for at least six (6) consecutive months immediately preceding conception are eligible for sharing *maternity* expenses. Sharing is limited to \$125,000 per pregnancy (whether for a single or multiple birth pregnancy) and subject to the *Annual Unshared Amount (AUA)*.
 - a. Eligible Maternity Expenses Include:**
 - i.** Physician care, Hospital or birthing center admission, or home delivery accompanied by a certified midwife or Physician.
 - ii.** Delivery by caesarean section that is Medically Necessary as determined by a Physician.
 - iii.** Maternity expenses with 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.
 - iv.** Lactation consultation limited to two (2) post-partum visits in Hospital.
 - b. Newborn Expenses:**
 - i.** Medical expenses for a newborn, circumcisions, congenital birth defects and/or complications at the time of delivery, including but not limited to, premature birth, are treated as a separate Incident, may be eligible for sharing and are subject to the AUA.
 - ii.** Neonatal Intensive Care Unit stays for newborns must be reported to the Prenotification department within 48 hours following admission.
 - iii.** The newborn must be added as a member within 60 days of the birth for Eligible Medical Expenses to be shared.
- 15. Doula Services** are **not** eligible for sharing.

- 16. 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 must 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 upon proper submission of detailed billing that has been authenticated and notarized by a Civil-Law Notary or Notary Public for the country where such medical Services were rendered.
- 17. Naturopathic/Alternative Treatments or Medication/Complementary Alternative Medicine/ Integrative Health** Nontraditional treatment used in place of standard medical care prescribed and delivered by any provider (an MD, NP, DO, PA, Naturopathic Physician or Doctor of Naturopathy ND or NMD), including any labs that are ordered to determine treatment, is eligible for sharing up to a \$1,000 maximum share limit per member per membership year (inclusive of ALL naturopathic, alternative treatments or medication, complementary alternative medicine and integrative health) and subject to AUA.
- 18. Nutrition Therapy Evaluation/Education** An initial evaluation completed by a Registered Clinician is eligible for sharing for those members with new onset/diagnosis of diabetes, heart disease, kidney disease or gout.
- 19. 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, immunosuppressant therapy and re-transplantation. 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.
- 20. Physician's Services** for the diagnosis, treatment, management or prevention of an illness or injury.
- 21. Prescription Drugs**
- a. Outpatient** prescription medications are supported by a pharmacy program of Liberty HealthShare. Members are expected to review the pharmacy program formulary for categories and therapeutically equivalent drug names and to select lower-tiered drugs in consultation with their doctor.
 - b.** Medications not supported by the pharmacy program of Liberty HealthShare will be eligible for sharing only for the first 45 days of treatment if prescribed for acute illness or new onset/diagnosis of disease. Sharing is subject to all other provisions of the *Guidelines*, including *Annual Unshared Amount* and \$200 sharing limits.
 - c.** Medications available over the counter are not eligible for sharing, regardless of whether a prescription is written.

22. Therapeutic Medications Infusions, injections, or oral medications used at initiation of treatment for an acute illness or new onset/diagnosis of disease are eligible for sharing as follows:

- a. Medication(s) are not otherwise available through prescription discount program offered through Liberty HealthShare;
- b. Eligibility and duration of sharing is provided upon clinical review of the member's treatment plan provided by the treating provider. Additional eligibility determinations would require additional clinical review;
- c. Onset of signs/symptoms related to the illness/diagnosis are exhibited after initiation of sharing membership; and
- d. Long term/ongoing therapy for chronic health conditions, regardless of the route of administration, are not eligible for sharing.

23. Wellness Visits Liberty HealthShare encourages our members to see their Primary Care Physician or Provider yearly to maintain their health and well-being. After the first two (2) months of membership, one annual preventative wellness visit from a single provider and related lab work for which there are no medical symptoms or diagnosis in advance are eligible for sharing, up to a maximum of \$400 of the *Fair and Reasonable* charges as determined by Liberty HealthShare and not subject to the AUA nor subject to guideline limitations for medical expenses \$200 or less.

- a. Well baby visits including immunizations are eligible for sharing within the first 13 months after birth and **not** subject to the AUA or the two-month waiting period.
- b. Any **new** condition based on symptoms discussed during your preventative wellness visit and any additional diagnostics or labs that are ordered to determine treatment are shareable according to Liberty HealthShare *Sharing Guidelines* and are subject to the AUA.

24. Screenings Not subject to guideline limitations for medical expenses \$200 or less.

- a. The following preventative screenings are not subject to the AUA:
 - i. Screening pap smears are eligible for sharing once every year.
 - ii. PSA tests, and Cologuard® are eligible for sharing once every two years up to and including age 49.
 - iii. PSA tests, and Cologuard® are eligible for sharing once every year for members 50 years of age and older.
 - iv. Screening mammograms are eligible for sharing once every year for women 40 years of age or older.
- b. The following screenings are eligible for sharing and are subject to the AUA:
 - i. Screening colonoscopies and bone density screenings
 - ii. Ultrasound/MRI/Thermogram screening conducted in lieu of a screening mammogram
 - iii. All diagnostic screenings

25. Subacute Health Care Facility Inpatient rehabilitation up to 30 days per *Incident*.

26. Urgent Care Facilities/ Outpatient Clinics Eligible for sharing for treatment of acute accident, injury or illness.

27. Vaccinations Not subject to guideline limitations for medical expenses \$200 or less.

Vaccinations for infectious diseases are subject to the AUA and subject to the paragraph on Partial Sharing when there are less expensive alternatives. The Influenza vaccine is **not** subject to the AUA.

D. Additional Programs

1. Supportive Services Sharing Members may choose to participate in a voluntary program that utilizes prevention and intervention strategies, working with members, families and Providers ensuring continuity of care and promoting overall health and wellness. If conditions are expected to be of a serious nature, a Liberty HealthShare clinician 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. This does not affect membership and may provide supportive resources to assist with those Services not eligible for sharing.
2. Burial Expenses Sharing Members and/or his or her *Dependents*, who die(s) after two years (24 months) of uninterrupted participation as a Sharing Member, may be eligible for the expenses listed below, up to \$5,000 and subject to the member's *co-share*, to ease the burden on the family upon death.
 - a. Embalming
 - b. Cremation
 - c. Casket
 - d. Headstone
 - e. Burial plot
 - f. Burial Vault
 - g. Funeral director's costs
 - h. Travel expenses for the Member's body

The original bill(s) and a certified copy of the death certificate(s) are to be submitted to Liberty HealthShare within 180 days of the death of the Member.

3. **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.

E. Medical Expenses Not Eligible for Sharing

Medical expenses outlined under Sec. IV.B. of the Liberty HealthShare *Sharing Guidelines* are not eligible for sharing under the Liberty Unite, Liberty Connect and Liberty Essential Sharing Programs.

XI. Liberty Assist Sharing Program Guidelines (ages 65+)

The provisions of the preceding Sharing Guidelines are generally applicable to members of the Liberty Assist Sharing Program who are also enrolled in Medicare Parts A and B, with the following exceptions:

A. Age Restriction and Household Size

The Program is only available to individuals who are 65 years of age or older and **MUST be enrolled in Medicare Parts A and B** to participate. Enrollment must occur within 3 months prior, 3 months after or the month of turning 65 years of age. Married individuals must apply and participate as separate *Sharing Members* of the Liberty Assist Sharing Program.

1. Exceptions to the above age requirements for individuals 65–70 years of age:

- a. Individual retires and current employers' insurance is terminated (enrollment must occur within 30 days of termination)
- b. Member is currently enrolled in a Liberty HealthShare Sharing Program
- c. A former Liberty HealthShare Member who is currently enrolled in a Medicare Advantage program

B. Preexisting Conditions

New Liberty HealthShare Members are required to provide medical condition history for review but are not subject to preexisting sharing limits.

C. Medical Expenses Eligible for Sharing

This Program is secondary to Medicare Parts A and B. Once the AUA has been met, the difference between the Medicare allowable amount and the amount paid by Medicare may be eligible for sharing, subject to the provisions of the Liberty HealthShare *Sharing Guidelines*.

Medical expenses eligible for sharing are limited to \$100,000 per membership year for all Services.

Medical expenses may be eligible for sharing in those instances where Medicare Parts A and B have approved treatment, but do not pay all or part of the treatment, except for those conditions or *Services* listed below. This includes copayments, coinsurance and deductibles (as defined by Medicare). It is the Member's responsibility to know what conditions and Services are covered by Medicare. See www.medicare.gov or call 1.800.MEDICARE (1.800.633.4227) for more information.

The *Annual Unshared Amount* will be calculated based on Medicare's calendar year and not the Liberty Assist Sharing Program membership *Enrollment Date*.

1. Hospitalization Expenses

- a. Copayments for hospitalization expenses from the 61st through the 90th day of any Medicare "benefit period"
- b. Copayments for any Hospital confinement beyond the 90th day in a "benefit period," up to 60 days during the Member's lifetime
- c. Medicare-eligible Hospital charges for a period of up to 365 additional days during the Member's lifetime after the Member has exhausted all Medicare Hospital benefits
- d. Replacement of up to three (3) pints of blood while hospitalized

2. Skilled Nursing Copays for days 21–100 (days beyond 100 are not eligible for sharing).

3. Out of Country Urgent Care Sharing for Members who travel or serve as missionaries outside of the United States will be limited to *Medically Necessary* urgent care, as Medicare does not pay for medical care received outside of the United States. Eighty percent of the billed charges for out of country urgent care incurred during the first 60 days of each trip that Medicare would have paid if it were provided in the United States, may be eligible for sharing up to a \$50,000 lifetime maximum.

4. Hospice Member must meet Medicare's requirements, including a doctor's certification of terminal illness.

5. Other Copay and Deductibles The following may be eligible for sharing after the AUA has been met:

- a. Part A Deductible
- b. Part A Copay
- c. Part B Deductible
- d. Part B Coinsurance

D. Medical Expenses Not Eligible for Sharing

1. Any expense not approved by Medicare
2. Any amount in excess of the Medicare approved amount
3. Eligible expenses up to the annual cost sharing amount
4. All *Outpatient* prescription drugs
5. Any expense over the annual sharing limit of \$100,000
6. Medical expenses outlined under Sec. IV.B. of the Liberty HealthShare *Sharing Guidelines* are not eligible for sharing under the Liberty Assist Sharing Program.



XII. Liberty Dental Sharing Program Guidelines

The Primary Member of any Liberty HealthShare® Program may choose to enroll their membership in the Liberty HealthShare Dental Sharing Program. The Dental Sharing Program is not a stand-alone program. Every member on the membership must be enrolled. The Liberty HealthShare Dental Sharing Program can only be discontinued from a membership 60 days prior to the annual membership renewal date.

Eligible dental expenses through the Liberty HealthShare Dental Sharing Program will be submitted for sharing between and among members based on the eligibility requirements outlined below. In this program:

- (1) expenses are considered for sharing the first of the month following enrollment,
- (2) are not subject to a two (2) month waiting period, and
- (3) must be administered or performed by a licensed dentist and subject to the sharing limitations of the program.

The Annual Unshared Amount (AUA) is based on your Liberty HealthShare membership year.

The Maximum Dental Expenses Eligible for Sharing is \$2,000 per Sharing Member per membership year.



A. Class Services

Class A (Preventative) Services

These services are eligible for sharing at 100% with a limit of two visits per member per membership year unless otherwise noted. AUA is waived.

- Exams
- Bitewing X-rays
- Cleanings and Fluoride Treatments
- Sealants
- Panoramic Radiographic Image (Eligible for sharing once every 3 membership years)

Class B (Basic) Services

These services are eligible for sharing at 80% and are subject to AUA prior to sharing.

- All Other X-rays
- Space Maintainers
- Palliative Treatment (Emergency)
- Basic Restorative (Fillings, etc.)
- Endodontics
- Non-surgical Periodontics
- Simple Extractions
- Surgical Periodontics
- Complex Oral Surgery
- General Anesthesia

Class C (Major) Services

These services are eligible for Sharing at 50% after 12 consecutive months of active dental membership and are subject to AUA prior to sharing. Lab fees associated with these services are not eligible for sharing.

- Inlays, Onlays, Crowns, and Single Implant Crowns
- Repair of Inlays, Onlays, and Crowns
- Prosthetics (Bridges, Dentures)
- Repairs of Bridges, Dentures
- Replacement of Missing Teeth

Dentures, bridges and crowns can be replaced if installed at least 5 years prior and are not repairable.



B. Dental Services Not Eligible for Sharing

- Class D Orthodontic Services.
- House or hospital calls for dental services and for hospitalization costs (e.g. facility-use fees).
- Injury that is the responsibility of Workers' Compensation or employer's liability insurance, or for treatment of any automobile-related injury in which the Member is entitled to payment under an automobile insurance policy.
- The HealthSharing contributions would be in excess to the third-party benefits and therefore, Liberty HealthShare would have right of recovery for any sharing in excess.
- Prescription and non-prescription drugs, vitamins, or dietary supplements.
- Procedures that are cosmetic in nature as determined Liberty HealthShare. (e.g. bleaching, veneer facings, personalization, or characterization of crowns, bridges, and/or dentures).
- Elective procedures (e.g. the prophylactic extraction of third molars).
- Congenital mouth malformations or skeletal imbalances (e.g. treatment related to cleft lip or cleft palate, disharmony of facial bone or required as the result of orthognathic surgery including orthodontic treatment).
- Dental implants and any related surgery, placement, restoration, or prosthetics (except single implant crowns).
- Maintenance and removal of implants.
- Diagnostic services and treatment of jaw joint problems. Examples of these jaw joint problems are temporomandibular joint disorders (TMD) and craniomandibular disorders or other conditions of the joint linking the jawbone and the complex of muscles, nerves, and other tissues related to the joint.
- Treatment of fractures and dislocations of the jaw.
- Treatment of malignancies or neoplasms.
- Services and/or appliances that alter the vertical dimension (e.g. full-mouth rehabilitation, splinting, fillings) to restore tooth structure lost from attrition, erosion, or abrasion, appliances, or any other method.

- Replacement or repair of lost, stolen, or damaged prosthetic or orthodontic appliances.
- Preventive restorations.
- Periodontal splinting of teeth by any method.
- Duplicate dentures, prosthetic devices, or any other duplicative device.
- Plaque control programs, tobacco counseling, oral hygiene, and dietary instructions.
- Any condition caused by or resulting from declared or undeclared war or act thereof or resulting from service in the National Guard or in the Armed Forces of any country or international authority, or intentional involvement in terroristic action or civil unrest (including riots, violent protests, or civil disobedience).
- Treatment and appliances for bruxism (e.g. night grinding of teeth).
- Any claims submitted by the Member or on behalf of the Member in excess of 180 days after the date of service.
- Incomplete treatment (e.g. patient does not return to complete treatment) and temporary services (e.g. temporary restorations).
- Procedures that are:
 - part of a service but are reported as separate services.
 - reported in a treatment sequence that is not appropriate.
 - misreported or that represent a procedure other than the one reported.
 - specialized procedures and techniques (e.g. precision attachments, copings, and intentional root canal treatment).



- Fees for broken appointments.
- Those not Dentally Necessary or not deemed to be generally accepted standards of dental treatment. If no clear or generally accepted standards exist, or there are varying positions within the professional community, the opinion of Liberty HealthShare applies.
- Final restoration of Endodontics.
- Lab fees associated with Prosthodontics-Dentures.
- Services discountable or payable by any other source, such as through a member's medical or health insurance, a government program, liable third-party, or any other third-party payors.

- **Dental care** services provided prior to the membership Enrollment Date or after membership is suspended, expired, or the Member is no longer an Active Member in Good Standing.
- Experimental Procedures.
- Replacement of dentures, bridges, and crowns if installed or placed within current 5 years.
- Implants - not eligible for sharing if prior extraction.

C. How to submit an expense for evaluation of sharing:

- Members select a Licensed Dentist of their choice.
- Members present their Liberty HealthShare Dental Program ID at the time of service.
- Members request that their Licensed Dentist submit the expense electronically.
- If the Member's Licensed Dentist does not submit the expense electronically, the member must mail their dental expense information to the vendor's address detailed on the Liberty HealthShare Dental card.

D. Receipt of Payment from Other Sources

To the extent that dental expenses are subsequently paid by any other source, as allowed by law, 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.

The right to reimbursement to Liberty HealthShare's members shall take priority over that of the Sharing Member and applies even if the payment received from the other source does not provide full compensation for the actual loss suffered by the Sharing Member, without regard to any asserted "Made Whole" doctrine.

XIII. Definition of Terms

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

Acute Conditions – Accidents, injuries, or illnesses which occur suddenly, have immediate or rapidly developing symptoms, and are limited in their duration (typically resolves in less than 6 months).

Annual Unshared Amount – The amount of an eligible need that does not qualify for sharing.

Applicant – 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).

Application Date – The date Liberty HealthShare receives the Membership Enrollment Application with the appropriate dates included.

Assignment of Member Shares Received for Eligible Expenses – An arrangement whereby the Sharing Member assigns his or her receipt of voluntary Member Shares for *Eligible Medical Expenses*, if any, in strict accordance with the terms of these Sharing Guidelines, to a Provider. The Conditions and Limitations of an Assignment of Member Shares are as follows:

- a. The validity of an Assignment of Member Shares to a Provider is limited by the terms of these Sharing Guidelines. An Assignment of Member Shares is considered valid on the condition that the Provider accepts the sharing payment received from the other Sharing Members as consideration in full for the Eligible Medical Expenses for Services, Supplies or treatment rendered. This amount does not include any Annual Unshared Amount, Co-Share, or charges for Ineligible Services; the Provider may bill the Sharing Member directly for these amounts.
- b. An Assignment of Member Shares cannot be inferred, implied or transferred. An Assignment of Member Shares must be made by the Sharing Member to the Provider directly through a valid written instrument that is signed and dated by the Sharing Member.
- c. The assignment of any right to initiate a Dispute Resolution and Appeals process against Liberty HealthShare to a Provider is strictly prohibited.
- d. An Assignment of Member Shares does not grant the Provider any rights other than those specifically set forth therein, although a Provider may request reconsideration of the amount shared to the Provider by Sharing Members.
- e. Liberty HealthShare may disregard an Assignment of Member Shares in its sole discretion.
- f. An Assignment of Member Shares by a Sharing Member to a Provider does not constitute the appointment of an Authorized Representative.

By submitting a Share request and accepting member-to-member sharing as payment for the Eligible Medical Expense, the Provider is expressly agreeing to the foregoing conditions and limitations of an Assignment of Member Shares in addition to the terms of the Sharing Guidelines. The Provider further agrees that the sharing dollars received constitute an "accord and satisfaction" and payment in full for the Eligible Medical Expenses for Services, Supplies or treatment rendered. The Provider agrees that the conditions and limitations

of an Assignment of Member Shares as set forth herein shall supersede any previous terms or agreements. The Provider agrees to the specific condition that the Sharing Member not be Balance Billed for any amount; provided however that the Provider may bill the Sharing Member directly for Co-Shares, Annual Unshared Amounts or charges for Ineligible Services. If a Provider refuses to accept an Assignment of Member Shares under the conditions and limitations as set forth herein, any Eligible Medical Expenses shareable under the terms of the Sharing Guidelines will be shareable directly to the Sharing Member.

Balance Bill – A medical bill from a healthcare Provider billing a member for the difference between the Provider’s total billed charges less any portion of the medical need applied to the member’s Annual Unshared Amount and any amount shared by members.

Chronic Medical Conditions – Health conditions which are long-lasting and have symptoms that develop and potentially worsen over time (persists beyond 6 months).

CMS – A federal agency within the United States Department of Health and Human Services known as the Centers for Medicare and Medicaid Services.

Complications of Pregnancy – 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.

Co-Share – The portion of eligible medical bills a Sharing Member with a Co-Share option must pay after his or her Annual Unshared Amount has been met.

Dental Care – 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.

Dependent – The Applicant’s spouse; children (natural born or legally adopted of either spouse) or an unmarried person under the age of 27 who is the Applicant’s child by birth or legal adoption or for which the Applicant has a Qualified Medical Child Support Order (QMCSO). An Applicant’s stepchild is also a Dependent so long as the Applicant’s spouse is also participating under the same sharing membership.

Discount Provider – Any Hospital, Physician or other health care Provider who has agreed to accept reduced fees for Services rendered to Liberty HealthShare members.

Eligible Medical Expenses – 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.

Enrollment Date – The date that membership becomes effective. Conditions that exist prior to the Enrollment Date will be considered pre-existing.

Excess or Excessive Charges – Charges in excess of *Fair and Reasonable* Consideration or Reasonable fees; or 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 or its delegate in accordance with the terms of the Sharing Guidelines.

Facility – Any Facility that provides medical Services on an Outpatient basis, whether a Hospital-affiliated Facility or independent Facility.

Fair and Reasonable Consideration – 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 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.

Fair and Reasonable Consideration means the maximum amount shareable for a Service, Supply, or treatment and is the lesser of (1) the charge made by the Provider that furnished the care, Service or Supply, (2) the negotiated amount established by a discounting arrangement, or (3) the Reasonable and Customary Charge for the same treatment, Services or Supply furnished in the same geographic area by a Provider of like Service of similar training and experience as further described below, or (4) an amount equivalent to the following:

- a. For inpatient or Outpatient Facility Eligible Medical Expenses, an amount equivalent to 140% of the Medicare equivalent allowable amount; or
- b. For Physician and ancillary Eligible Medical Expenses, an amount equivalent to 120% of the Medicare equivalent allowable amount.

The term “Reasonable and Customary Charge” shall mean the lesser of an amount calculated using the equivalent of a commercially available database or such other cost or quality-based reimbursement methodologies as may be available and used by Liberty HealthShare from time-to-time.

If there is insufficient information submitted for a given procedure, Liberty HealthShare will determine the Fair and Reasonable Consideration based upon charges made for similar Services. Determination of the Reasonable and Customary Charge will take into consideration the nature and severity of the condition being treated, medical complications or unusual circumstances that require more time, skill or experience and any cost and quality data for that Provider.

The term “Geographic Area” shall be defined as a metropolitan area, county, ZIP Code, state or such greater area as is necessary to obtain a representative cross-section of Providers, persons, or organizations rendering such treatments, Service or Supply for which a specific charge is made. For Eligible Medical Expenses rendered by a Provider in a Geographic Area where applicable law may dictate the maximum amount that can be billed by the rendering Provider, the Fair and Reasonable Consideration shall mean the lesser of the amount established by applicable law for that Eligible Medical Expense or the amount determined as set forth above.

Liberty HealthShare or its designee has the final determination of what constitutes Fair and Reasonable Consideration, including establishing the negotiated terms of a Provider arrangement as the Fair and Reasonable Consideration even if such negotiated terms do not satisfy the “lesser of” test described above.

Gross Negligence – A conscious and voluntary indifference to, and a blatant violation of, a legal duty. It is also a reckless disregard to safety.

Guidelines or Sharing Guidelines – The documentation that describes the types of medical expenses shared by members and how Liberty HealthShare functions to facilitate that sharing.

Hospital – An institution that meets all of the following requirements:

- a. It provides medical and surgical facilities for the treatment and care of injured or sick persons on an inpatient basis;
- b. It is under the supervision of a staff of Physicians;
- c. It provides 24-hour-a-day nursing service by registered nurses;
- d. It is duly licensed as a Hospital;

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

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

Ineligible - Expense not eligible for sharing and not subject to the AUA.

Incident - Any medically diagnosed condition receiving medical treatment and incurring medical expenses for the same diagnosis.

License, Licensed or Licensure - 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.

Maintenance Medications - Prescribed medications that help treat Chronic Medical Conditions such as high blood pressure, heart disease, diabetes, and depression. They are frequently taken on a daily basis at the same dose, either for years or a lifetime.

Marriage - 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.

Maternity - 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.

Maximum Eligible Amount, Maximum Amount or Maximum Eligible Charge - The eligible amount to be shared for a specific item or charged expense under the terms of the Sharing Guidelines. Maximum Eligible Charge(s) may be the lesser of:

- a. Fair and Reasonable Consideration;
- b. the allowable charge otherwise specified under the terms of the Sharing Guidelines;
- c. a negotiated rate established in a direct or indirect contractual arrangement with a Provider, or
- d. the actual charge billed for the item or expense.

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

Medical Expense Need - 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 to reduce such charges or expenses.

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

- a. It is supported by national medical standards of practice.
- b. It is consistent with conclusions of prevailing medical research that:
 - i. Demonstrates that the health Service has a beneficial effect on health outcomes; and
 - ii. Is based on trials that meet the following designs:
 - 1. 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.)
 - 2. 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.)
- c. It is the most cost-effective method and yields a similar outcome to other available alternatives.
- d. All new technologies, procedures and treatments are decided based upon the language in (b)(ii) above.

To help determine medical necessity, Liberty HealthShare may refer to the Sharing Member’s medical records and other resources and may require a second opinion from a healthcare Professional chosen by Liberty HealthShare. To be Medically Necessary, all of these criteria must be met. The determination of whether a Service, Supply or treatment is or is not Medically Necessary may include findings of the American Medical Association (AMA) and medical advisors to Liberty HealthShare. Liberty HealthShare has the discretionary authority to decide whether care or treatment is or was Medically Necessary.

Monthly Share Amount – The monetary contribution, not including the membership enrollment dues/annual renewal dues or administrative costs, voluntarily given to share in another member’s Medical Expense Need as assigned by Liberty HealthShare according to the Sharing Guidelines. Expenses 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.

Outpatient – 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 24 hours. This term can also be applicable to Services rendered in a freestanding Facility or Hospital-affiliated Facility.

Physician – A person who is Licensed to perform certain medical Services and holds one of the following degrees and/or titles: Medical Doctor or Surgeon (MD); Doctor of Osteopathy (DO); Doctor of Optometry (OD); Doctor of Podiatric Medicine (DPM.); Doctor of Dental Surgery (DDS); Doctor of Dental Medicine (DMD.); or Naturopathic Doctor (ND or NMD) who have graduated from a CNME accredited medical school.

Practitioner - A person legally entitled to perform certain medical Services who holds one of the Licenses, degrees and/or titles listed below, and who is acting within the scope of his or her Licensure when performing such Services:

- a. Advanced Practice Nurse (APN) or Advanced Practice Registered Nurse (APRN)
- b. Audiologist
- c. Certified Diabetic Educator and Dietician
- d. Certified Nurse Midwife (CNM)
- e. Certified Nurse Practitioner (CNP)
- f. Certified Operating Room Technician (CORT)
- g. Certified Psychiatric/Mental Health Clinical Nurse
- h. Certified Registered Nurse Anesthetist (CRNA)
- i. Certified Surgical Technician (CST)
- j. Licensed Acupuncturist (LAC)
- k. Licensed Clinical Social Worker (LCSW)
- l. Licensed Mental Health Counselor (LMHC)
- m. Licensed Occupational Therapist
- n. Licensed or Registered Physical Therapist or Physiotherapist
- o. Licensed Practical Nurse (LPN)
- p. Licensed Professional Counselor (LPC)
- q. Licensed Speech Language Pathologist
- r. Licensed Speech Therapist
- s. Licensed Surgical Assistant (LSA)
- t. Licensed Vocational Nurse (LVN)
- u. Master of Social Work or Social Welfare (MSW)
- v. Physician Assistant (PA)
- w. Psychologist (PhD, EdD, PsyD)
- x. Registered Nurse (R.N.)
- y. Registered Nurse Practitioner (NP)
- z. Registered Respiratory Therapist (RRT)
- aa. Registered Speech Therapist (RST) or other Licensed Speech Therapist/Speech Language Pathologist

Pre-existing Condition - A chronic or recurrent medical condition that exists at or prior to the Enrollment Date or can be reasonably expected to require medical intervention in the future.

Professionals - Physicians and Practitioners.

Program - The medical cost-sharing Program administered by Liberty HealthShare.

Providers - Hospitals, facilities, Physicians and Practitioners.

Reasonable - In the discretion of Liberty HealthShare, Services or Supplies, or fees for Services or Supplies that 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 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 retains discretionary authority to determine whether Service(s) and/or fee(s) are Reasonable based upon information presented to Liberty HealthShare.

Service(s) or Services and Supplies – 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 regarding 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.

Sharing Limitation – Medical expenses arising from or associated with a condition not eligible for sharing.

Sharing Member – 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.

- a. An Active Member in Good Standing** is a Sharing Member who has completed all registration and membership requirements, including submission of any documents, and is current on all member responsibilities, including but not limited to payment of any dues and recommended Monthly Share Amount contributions.



LEGAL NOTICES

The following legal notices are the result of discussions by Liberty HealthShare® or other healthcare sharing ministries with several state regulators and are part of an effort to ensure that Sharing Members understand that Liberty HealthShare 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 1975 Section 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 Statutes Section 21.03.021

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 Revised Statutes Section 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 Section 23-60-104

Notice: The organization facilitating the sharing of medical expenses is not an insurance company and neither its guidelines nor plan of operation is an insurance policy. 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 Statutes Section 624.1265

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

Georgia Code Section 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 Code Section 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 Compiled Statutes Section 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 Section 27-1-2.1-1

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 Statutes Section 304.1-120

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 Statutes Section Title 22-318

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 Statutes Title 24-A, Section 704

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 Code, Insurance, Section 1-202

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 Code of Reg. 956 CMR Section 5.03(3)(d)

The organization is not an insurance company and does not guarantee that medical bills will be paid by the organization or any other individuals.

Michigan Compiled Laws 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 Code Section 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 Revised Statues 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.

Montana Code Annotated Section 50-4-111

NOTICE: The health care sharing ministry facilitating the sharing of medical expenses is not an insurance company and does not use insurance agents or pay commissions to insurance agents. The health care sharing ministry's guidelines and plan of operation are not an insurance policy. Without health care insurance, there is no guarantee that you, a fellow member, or any other person who is a party to the health care sharing ministry agreement will be protected in the event of illness or emergency. Regardless of whether you receive any payment for medical expenses or whether the health care sharing ministry terminates, withdraws from the faith-based agreement, or continues to operate, you are always personally responsible for the payment of your own medical bills. If your participation in the health care sharing ministry ends, state law may subject you to a waiting period before you are able to apply for health insurance coverage.

Nebraska Revised Statutes Section 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 Revised Statutes Annotated 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 General Statutes Section 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 Consolidated Statutes 40 Pa.C.S. Section 23

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 Codified Laws Section 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.

Tennessee Code Ann. Section 48-51-201

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 Insurance Code Section 1681.002

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.

Utah Code Section 31A-1-103

Notice: (A) the health care sharing ministry is not an insurance company; (B) nothing the health care sharing ministry offers or provides is an insurance policy, including the health care sharing ministry's guidelines or plan of operations; (C) participation in the health care sharing ministry is entirely voluntary and no participant is compelled by law to contribute to another participant's expenses; (D) participation in the health care sharing ministry or subscription to any of the health care sharing ministry's services is not insurance; and (E) each participant is always personally responsible for the participant's expenses regardless of whether the participant receives payment for the expenses through the health care sharing ministry or whether this health care sharing ministry continues to operate.

Virginia Code Section 38.2-6300

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

Code of West Virginia, 1931, Section 35-1B-4

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Wisconsin Statutes Section 600.01

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

Wyoming Statutes Section 26.1.104

Notice: The organization facilitating the sharing of medical expenses is not an insurance company, and neither its guidelines nor plan of operation is an insurance policy. Any assistance with your medical bills is completely voluntary. No other participant is compelled by law or otherwise to contribute toward your medical bills. Participation in the organization or a subscription to any of its documents shall not be considered to be health insurance and is not subject to the regulatory requirements or consumer protections of the Wyoming insurance code. You are personally responsible for payment of your medical bills regardless of any financial sharing you may receive from the organization for medical expenses. You are also responsible for payment of your medical bills if the organization ceases to exist or ceases to facilitate the sharing of medical expenses.

