



# Universal HealthShare Prosper Sharing Program Guidelines

If you have questions about your health cost sharing program or these Guidelines, please call the UHF Member Support phone number on your membership card or contact [customerservice@universalhealthfellowhip.org](mailto:customerservice@universalhealthfellowhip.org). Our representatives are available Monday through Friday from 8:30 a.m. to 8:00 p.m. ET.

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## I. Ministry & Sharing Overview

**NOTE:** Where a capitalized term is used in these Guidelines and not otherwise specifically defined, the term has the meaning set forth in Section XV. Definitions. For convenience, the definitions of certain capitalized terms may be included within other Sections of these Guidelines as well as in Section XV. The terms “**We**” and “**Us**” or “**Our(s)**” are sometimes used to refer to the Universal Health Fellowship cost sharing ministry or a party or parties acting on behalf of the Universal HealthShare programs, and the terms “**you**” and “**your(s)**” are sometimes used to refer to a prospective or participating Member of Universal HealthShare who is reading or subject to these Guidelines.

### i. **The Unitarian Universalist Tradition.**

Universal HealthShare is the name of the healthcare cost sharing ministry program maintained by Universal Health Fellowship, Inc., a non-profit organization that coordinates voluntary contributions for the sharing of eligible health care costs among program members united by their faith in the ethical, moral and spiritual beliefs and traditions of the Unitarian Universalist (“UU”) Church. This faith-based program is built on shared ethical, spiritual, and religious beliefs, and traditions of communal aid, neighborly assistance, and the sharing of burdens. The program does not share expenses resulting from certain behaviors and lifestyle choices that are commonly recognized to be detrimental to personal health, and it has been specifically designed for individuals who appreciate and respect the blessing of good health and are committed to helping themselves and others stay healthy. Members share one another’s qualifying medical needs, and Universal HealthShare simply serves to facilitate and coordinate this sharing, directing members’ contributions to others in the program with eligible needs.

The UU movement and faith was built on a belief in the interconnectedness of all things and an overarching goal of religious inclusion and community-building rather than exclusion and an isolationist brand of individualism. These beliefs and goals have known no international boundaries, but it can’t be denied that many aspects of the UU religion have been uniquely influenced by its growth and development in the United States. And, it is far from surprising that the UU faith and traditions have been more readily embraced in the U.S. than anywhere else in the world, including by many of the greatest American academic, artistic, scientific, inventive and political minds of the past 250 years. Among so many others, the following great Americans are just some of the famous and historically significant men and women whose lives were shaped by their faith in the core tenets of the UU ethos:

<p><u>Five U.S. Presidents:</u></p> <ul style="list-style-type: none"> <li>• John Adams;</li> <li>• Thomas Jefferson;</li> <li>• John Quincy Adams;</li> <li>• Millard Fillmore; and</li> <li>• William Howard Taft.</li> </ul>	<p><u>Five U.S. Supreme Court Justices:</u></p> <ul style="list-style-type: none"> <li>• Harold Hitz Burton;</li> <li>• William Cushing;</li> <li>• Oliver Wendell Holmes, Jr.;</li> <li>• Samuel Freeman Miller; and</li> <li>• Joseph Story.</li> </ul>
<p><u>Ten U.S. Senators:</u></p> <ul style="list-style-type: none"> <li>• John C. Calhoun (South Carolina);</li> <li>• Joseph S. Clark (Pennsylvania);</li> <li>• William Cohen (Maine);</li> <li>• Kent Conrad (North Dakota);</li> <li>• Paul Douglas (Illinois);</li> <li>• Mike Gravel (Alaska);</li> <li>• Roman Hruska (Nebraska);</li> <li>• Maurine Neuberger (Oregon);</li> <li>• Bob Packwood (Oregon); and</li> <li>• Leverett Saltonstall (Massachusetts).</li> </ul>	<p><u>Seven Nobel Laureates:</u></p> <ul style="list-style-type: none"> <li>• Emily Greene Balch (Peace);</li> <li>• John Bardeen (Physics);</li> <li>• Clara Barton (organizer of American Red Cross);</li> <li>• David Hubel (Medicine);</li> <li>• Robert Millikan (Physics);</li> <li>• Linus Pauling (Peace and Physics);</li> <li>• Herbert A. Simon (Economics); and</li> <li>• George Wald (Medicine).</li> </ul>
<p><u>Countless Authors, Musicians, Inventors and Visionaries:</u> Susan B. Anthony (Social Reformer and Women’s Rights Activist); Phineas Taylor Barnum (Showman and Entrepreneur); Tim Berners-Lee (Inventor of the World Wide Web); Ray Bradbury (Author); E. E. Cummings (Poet); Ralph Waldo Emerson (Philosopher, Author and Poet); Buckminster Fuller (Inventor/Engineer); Herman Melville (Author); Paul Newman (Actor/Director); Sylvia Plath (Poet); Christopher Reeve (Actor); Paul Revere (Silversmith and American Revolutionary); Pete Seeger (Singer-Songwriter); Rod Serling (Television Producer and Writer); Kurt Vonnegut (Author); Daniel Webster (Politician and Publisher); Frank Lloyd Wright (Architect, Designer and Author); N.C. Wyeth (Painter); and Joanne Woodward (Actor).</p>	

**ii. The Seven Principles of the UU Covenant.**

Members of Universal HealthShare are united as a community by their shared faith, values, and a broad and inclusive approach to others, as expressed in the following Seven Principles that embody the covenant of Unitarian Universalists:

**1st Principle: THE INHERENT WORTH AND DIGNITY OF EVERY PERSON.**

*“... We believe that all the dimensions of our being carry the potential to do good. ... We cherish our bodies as well as our souls. We can use our gifts ... to heal injury, ... for ourselves and others.”* — quoted from Reflections on the 1<sup>st</sup> Principle by Rev. Dr. Rebecca Ann Parker, minister, theologian, and author.

**2nd Principle: JUSTICE, EQUITY AND COMPASSION IN HUMAN RELATIONS.**

*“Justice, equity, and compassion in human relations points us toward something beyond inherent worth and dignity. It points us to the larger community. It gets at collective responsibility. It reminds us that treating people as human beings is not simply something we do one-on-one, but something that has systemic implications and can inform our entire cultural way of being.”* — quoted from Reflections on the 2<sup>nd</sup> Principle by Rev. Emily Gage, Unity Temple, Chicago, IL

**3rd Principle: ACCEPTANCE OF ONE ANOTHER AND ENCOURAGEMENT TO SPIRITUAL GROWTH IN OUR CONGREGATIONS.**

“... We need souls that can take in the world in all its complexity and diversity, yet still maintain our integrity. And we need souls that can love and be in relationship with all of this complexity. Instead of fight or flight, we need a spiritual posture of embrace.” — quoted from Reflections on the 3<sup>rd</sup> Principle by Rev. Rob Hardies, All Souls Church Unitarian, Washington, DC

**4th Principle: A FREE AND RESPONSIBLE SEARCH FOR TRUTH AND MEANING.**

“As responsible religious seekers, we recognize that we are privileged to be free, to have resources to pursue life beyond mere survival, to continually search for truth and meaning, to exist beyond bonds of dogma and oppression, and to wrestle freely with truth and meaning as they evolve. This privilege calls us not to be isolated and self-centered, believing that our single perspective trumps all others, but rather to be humble, to be open to the great mysteries of truth and meaning that life offers. And those mysteries may speak to us through our own intuition and experience—but also through tradition, community... and relationships. As a faith tradition, Unitarian Universalism makes sacred the right and responsibility to engage in this free and responsible quest as an act of religious devotion.” — quoted from Reflections on the 4<sup>th</sup> Principle by Rev. Paige Getty, UU Congregation of Columbia, Maryland

**5th Principle: THE RIGHT OF CONSCIENCE AND THE USE OF THE DEMOCRATIC PROCESS WITHIN OUR CONGREGATIONS AND IN SOCIETY AT LARGE.**

“In our religious lives, the democratic process requires trust in the development of each individual conscience—a belief that such development is possible for each of us, as well as a commitment to cultivate our own conscience. We could call it a commitment to the value of each person. In the words of Theodore Parker, ‘Democracy means not “I am as good as you are,” but “You are as good as I am.” “My connection with the sacred is only as precious as my willingness to acknowledge the same connection in others.”” — quoted from Reflections on the 5<sup>th</sup> Principle by Rev. Parisa Parsa, executive director of the Public Conversations Project

**6th Principle: THE GOAL OF WORLD COMMUNITY WITH PEACE, LIBERTY, AND JUSTICE FOR ALL.**

“The sixth Principle seems extravagant in its hopefulness and improbable in its prospects. ... As naïve or impossible as the sixth Principle may seem, I’m not willing to give up on it. ... I want us to believe—and to live as if we believe—that a world community with peace, liberty, and justice for all is possible. There is no guarantee that we will succeed, but I can assure you that we will improve ourselves and improve the world by trying.” — quoted from Reflections on the 6<sup>th</sup> Principle by Rev. Sean Parker Dennison, Tree of Life Congregation, McHenry, IL

**7th Principle: RESPECT FOR THE INTERDEPENDENT WEB OF ALL EXISTENCE OF WHICH WE ARE A PART.**

“Our seventh Principle, respect for the interdependent web of all existence, is a glorious statement. ... It is our response to the great dangers of both individualism and oppression. It is our solution to the seeming conflict between the individual and the group. Our seventh Principle may be our Unitarian Universalist way of coming to fully embrace something greater than ourselves. The interdependent web—expressed as the spirit of life, the ground of all being, the oneness of all existence, the community-forming power, the process of life, the creative force, even God—can help us develop that social understanding of ourselves that we and our culture so desperately need. It is a source of meaning to which we can dedicate our lives.” — quoted from Reflections on the 7<sup>th</sup> Principle by Rev. Forrest Gilmore, Executive Director of Shalom Community Center, Bloomington, IN

Of the six primary categories of sources that UU congregations affirm and promote, one in particular is the most relevant to the beliefs that unite and drive the Universal HealthShare community: The **“Jewish and Christian teachings which call us to respond to God’s love by loving our neighbors as ourselves.”** Second only to the commandment to “love the Lord your God,” the greatest commandment according to

both Jewish and Christian teachings is clearly the Golden Rule, which has been stated and referred to in different ways:

- **Leviticus 19:16** - "Do not stand idly by the blood of your neighbor."
- **Leviticus 19:18** - "Love your neighbor as yourself."
- **Matthew 7:12** - "Do for others what you would want them to do for you. This is the meaning of the Law of Moses and the teaching of the prophets."
- **Matthew 10:8** - "Heal the sick... freely ye have received, freely give."
- **Matthew 22:37-40** - Answering the question of the Pharisees "What is the greatest commandment in the Law?", Jesus said: "You shall love the Lord your God with all your heart and with all your soul and with all your mind. This is the great and first commandment. And a second is like it: You shall love your neighbor as yourself. On these two commandments depend all the Law and the Prophets."
- **Luke 10:30-37** – In reference to the commandment to "love your neighbor as yourself," an expert in religious law asked Jesus "And who is my Neighbor?" Jesus, after telling the story of the Samaritan who stopped to help a man who was robbed, stripped, beaten and left for dead, after two other travelers had just passed him by, asked the expert "Of these three men, who do you think was a neighbor to the man who was [injured]?" When the expert said, "The one who was kind enough to help him." Jesus told him, "Go and imitate his example!"
- **Romans 15:1** - "We then that are strong ought to bear the infirmities of the weak, and not to please ourselves."
- **1 Corinthians 10:24** – "No one should seek his own welfare, but rather his neighbor's."
- **Galatians 6:2** – "Bear one another's burdens..."
- **Galatians 6:10** – "So then, while we have opportunity, let us do good to all people, and especially to those who are of the household of the faith."
- **Philippians 2:4** – "Do not merely look out for your own personal interests, but also for the interests of others."
- **Tractate Shabbos 31a** -- A story from the Talmud tells of a gentile who came to Rabi Hillel and said he would convert to Judaism if the Rabi could teach him the entire Torah (the Hebrew Bible or "Old Testament") while standing on one foot, to which Hillel responded by quoting the Golden Rule and saying "This is the entire Torah, the rest is commentary. Go learn."

In whatever form it happens to be expressed, the Golden Rule is, at its root, all about an ethic of both interdependence and reciprocity. There is no more pure expression of that ethic than found in the Universal HealthShare program, a faith-based community of like-minded individuals collectively sharing responsibility for one another's health and medical needs as if they were their own. The goal is to keep the body fit, as much as possible, not just for our own individual benefit, but so that we can best be able to benefit others.

### **iii. Purpose of these Sharing Guidelines.**

These Guidelines are used by Universal HealthShare in directing monthly contributions between members in its healthcare cost sharing ministry program. The Guidelines describe the types of medical expenses the members have agreed to share among themselves. Because Universal HealthShare is not an insurance company, but a not-for-profit health care sharing ministry that enables members to assist each other with their medical needs without the use of insurance, some of the terms and procedures used in these Guidelines are different than what you are probably accustomed to seeing.

### **iv. Voluntary Nature of Ministry and Sharing Program Participation.**



The choice to become a Universal HealthShare member and to share in other member's medical expenses is completely voluntary. Similarly, your monthly contributions are voluntary, non-refundable contributions made to help another Universal HealthShare member with their eligible health care expenses and to help cover the operational and administrative costs of Universal Health Fellowship, Inc.

This is very different from health insurance, which is a contract where an insurer becomes legally responsible for and accepts someone's risk of loss (i.e., their medical bills), in exchange for the payment of premiums. In a healthcare cost sharing ministry program, members share each other's medical expenses purely because they choose to, not because of a contract or legal obligation. Importantly, making such sharing contributions does not create a contract or other legally enforceable right to receive funds to pay your own healthcare expenses. All members take it as a matter of faith, not law, that others will voluntarily make contributions to help with their own medical costs. Whether or not they expect to receive assistance from other members for medical expenses, members are "self-pay" patients who are always individually liable for their own medical expenses and retain the ultimate responsibility to their healthcare providers for paying their own medical bills.

Because Universal HealthShare is not an insurance company and does not engage in the business of insurance, the Ministry is not licensed or registered by departments of insurance. Also, since there is no insurance policy or "policy term" involved, there is no defined time period for joining. Members can join whenever they wish, and their membership continues for as long as they continue to make the recommended sharing contributions and satisfy their commitments to the Ministry and their fellow Members.

Due to the voluntary nature of the sharing ministry, no matter how large our sharing program membership grows, we will remain subject to limits on the resources available for sharing at any point in time. This is why we may decline membership or limit sharing participation for individuals with pre-existing medical conditions and active or ongoing medical needs related to such conditions. If we did not decline membership or sharing in such situations, it would dramatically increase the possibility of immediate expenses exceeding our sharing capacity.

## **II. Types of Membership and Participation**

Participation in Universal HealthShare can take three different forms:

### ***i. Sharing Membership.***

Sharing Members are those who wish to regularly participate each month by contributing at least the suggested Monthly Share Contribution 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.

### ***ii. Conditional Membership.***

If a prospective Member has a health condition that may be improved or eliminated by a change in behavior, Universal HealthShare may exercise its discretion to accept such applicant on a provisional basis, as a Conditional Member, subject to an increase in the Monthly Share Contribution amount and additional Membership requirements related to modifying certain behavior and taking reasonable steps to improve or eliminate the health condition at issue. Similarly, if an existing Sharing Member develops a health condition that may be improved or eliminated by a change in behavior, Universal HealthShare may exercise its discretion to change such a member's status to that of a Conditional Member, subject to an increase in the Monthly Share Contribution amount and additional Membership requirements related to modifying certain



behavior and taking reasonable steps to improve or eliminate the health condition at issue. In either case, the terms and conditions of Conditional Membership will be explained, and the prospective or existing Member will have the opportunity to either accept such additional requirements or withdraw their application for membership or terminate their existing membership, as applicable. Any person accepted for Membership who is a Smoker/Nicotine User or suffers from Obesity will automatically be treated as a Conditional Member.

### ***iii. Philanthropic Membership.***

Philanthropic Members contribute to the Ministry's Charitable Assistance Fund, at times and in amounts of their own choosing, only to assist other members with their medical expenses, without any intention to submit medical expenses of their own for sharing. The frequency and amounts of such contributions are left to the unfettered discretion of the Philanthropic Member. The use of such contributions is subject to review and recommendation by the Charitable Assistance Committee comprised of Philanthropic Members appointed by the Board of Directors of Universal Health Fellowship, Inc., or its most senior executive officer. In exceptional circumstances, when needs are ineligible or fall outside of the limitations established under these Guidelines, or exceed available resources, Universal HealthShare may decide to submit such needs for consideration by the Charitable Assistance Committee. If we submit a Charitable Assistance Request that the Charitable Assistance Fund is not sufficient to address or that is not approved by the Charitable Assistance Committee, Universal HealthShare may elect to ask Sharing Members to give above their standard Monthly Share Amount to assist with the needs in question.

### ***iv. Eleven States and Five US Territories are Excluded.***

At this time, if you are a resident of the following eleven states and five US Territories, you cannot join Universal HealthShare for medical cost sharing. States: Alaska, Connecticut, Hawaii, Illinois, Iowa, Maine, Maryland, New Hampshire, Pennsylvania, Vermont, and Washington State. US Territories: American Samoa, Guam, Northern Mariana Islands, Puerto Rico, and US Virgin Islands. These states and territories have passed regulations that restrict or compromise sharing programs for their residents or are not within the Continental USA.

### ***v. Important to Understand – State Tax Mandates.***

Universal Health Fellowship, Inc. is a health care sharing ministry (and "HCSM") that provides the Universal HealthShare Programs ("UHS Sharing Programs") for its members. It is important to understand that UHS Sharing Programs are NOT INSURANCE and that there are significant differences between HCSM programs and traditional health insurance plans. These differences are explained in detail within Section I.iv. of these Guidelines.

HCSM's may legally offer sharing programs in every state. However, a few states have enacted an individual mandate requiring residents to have minimum essential health insurance coverage (an "Individual Mandate") and a financial penalty for individuals who do not either have qualified health insurance coverage or qualify for an exemption (a "State Tax Penalty"). Examples include California, Massachusetts, New Jersey, Rhode Island, Vermont and the District of Columbia. In most states with an Individual Mandate, there is an exemption from the State Tax Penalty that applies for members of HCSM's that meet specific requirements established by the state (a "State Exemption").

It is each individual's responsibility to determine: (1) if their state of residence has an Individual Mandate; (2) if they are or could be subject to a State Tax Penalty; and (3) whether or not they will qualify for a State Exemption if they are a member of a particular HCSM sharing program. Please understand that neither Universal Health Fellowship, Inc. nor any of its affiliates or representatives can guarantee, represent or warrant that participation in any UHF Sharing Program will satisfy the requirements under the laws of any



particular state to qualify for a State Exemption from that state's Individual Mandate and avoid any State Tax Penalty that might be imposed if a State Exemption does not apply.

### **III. Membership Qualifications and Requirements**

To become and remain a Sharing or Conditional Member of Universal HealthShare (sometimes hereinafter collectively referred to as "Active Members" or "Members"), you must satisfy certain criteria and requirements, and meet certain expectations, as described below:

#### ***i. Shared Faith and Beliefs.***

Universal HealthShare members share each other's medical bills based on their common faith and beliefs that inform how they live and motivate them to lend assistance and support to their neighbors in times of crisis and need. **Unlike insurance, which involves a transfer of risk and contractual obligations, health care cost sharing is built on faith and communal values. Our members share each other's burdens by choice, because they believe it is the right and good thing to do and out of a sense of obligation of a religious, moral or ethical nature, not a legal nature.** In the same way we feel this sense of obligation to help our fellow man when in need, we also feel compelled to maintain our own health to be better able to help others and so as not to place unnecessary strain on Universal HealthShare resources by incurring medical expenses that are avoidable. Finally, we believe our health care decisions and meeting our health care needs are personal and should not revolve around governmental dictates or commercial, for-profit enterprise. Our Statement of Shared Faith and Beliefs is as follows:

- 1. We believe in the inherent worth and dignity of every person, and that an individual's happiness, spiritual growth and potential to do good for themselves and others is inextricably tied to their physical health, and that each person has a fundamental right to make their own health care decisions, in consultation with their family, physicians and other chosen advisors, free from government interference.***
- 2. We believe in peace, liberty, justice, equity and compassion in human relations, and that we improve ourselves and the world around us whenever we strive to reach that goal, whether or not we ultimately achieve it, and that those things require not just individual, but collective effort and the fostering of a true sense of community that extends beyond familial boundaries.***
- 3. We believe in the importance of respecting the interdependent web of all existence of which we are a part, and that recognizing that interdependence on a universal level first requires moving beyond individualism and experiencing interdependence on a community level.***
- 4. We believe in the importance of being open to life's great mysteries, and that it is a sacred right and responsibility to search for the truth and meaning behind those mysteries, and that the success of such searching requires that we not be isolated and self-centered, but rather that we develop relationships and connect with other people and remain open to their viewpoints.***
- 5. We believe that the most effective way to encourage spiritual growth, respect for the interdependence of all existence, and the search for the truth and meaning is to participate in a community built on shared traditions that promotes acceptance and support by and among its members.***



6. ***We believe that we have a spiritual and ethical duty to our family and other members of our community to make responsible and healthy life choices, such as avoiding foods, activities and behaviors that cause or exacerbate illness, disease or injury.***
7. ***We believe it is our sacred duty to assist those in need when we have the ability to do so.***

These beliefs form the spiritual, moral, and ethical foundation of our community. Each member is required to subscribe to this Statement of Shared Faith and Beliefs, which shall be evidenced by signing and submitting a Membership Application.

## ***ii. Maintenance of a Healthy Lifestyle.***

Members recognize the interconnectedness of the Universal HealthShare community and the moral, ethical and spiritual obligation each Member has to respect and care for their physical wellbeing and make responsible and healthy life choices to avoid placing unnecessary strain on Universal HealthShare resources that are shared by and among all Members.

To qualify as an Active Member, you must provide a completed Membership Application, including a detailed medical history, and comply with the lifestyle requirements set forth in these Guidelines including, without limitation, the following:

1. Refrain from the use of tobacco or nicotine, in any form, smoking of any kind (e.g., cigarettes, cigars, pipes, water pipes, hookahs, etc.) and any tobacco or smoking substitutes (e.g., herbal cigarettes, e-cigarettes, atomizers and vaping devices of any kind, etc.). *In order to be eligible to become a Sharing Member, applicants must attest that they have abstained from the use of tobacco, nicotine, smoking and substitutes for at least the 12 months preceding the date of their application; provided, however, that a prospective Member who is a Smoker/Nicotine user (as defined herein) may be accepted as a Conditional Member if they are committed to quitting, subject to an increase in the Monthly Share Contribution amount and additional Membership requirements related to quitting.*
2. Refrain from excessive use or abuse of alcohol. *In order to be eligible for membership, applicants must attest that they have not abused or used alcohol to excess at any point during the 12 months preceding the date of their application.*
3. Avoid misuse and abuse of prescription drugs (i.e., using or consuming prescription medications, other than as specifically intended by the prescriber, in any manner that could reasonably be expected to result in bodily harm, dependency or disfunction) and over-the-counter medications (i.e., using or consuming over-the-counter medications, other than as specifically intended by the manufacturer in accordance with the directions for use, in any manner that could reasonably be expected to result in bodily harm, dependency or disfunction). *To become a Member, applicants must attest that they have not misused or abused legal drugs, such as prescriptions or over-the-counter medication, at any point during the 12 months preceding the date of their application.*
4. Abstain from the use of Illegal Drugs including, without limitation, natural or synthetic opiates, hallucinogens, barbiturates, amphetamines, cocaine, other narcotics. *To be eligible for membership, applicants must attest that they have not used any illegal drugs at any point during the 12 months preceding the date of their application.*
5. Exercise regularly and eat healthy foods that do not harm the body.
6. Refrain from engaging in hazardous activities and behaviors that evidence a willful disregard for personal health and safety.



No matter how large the ministry grows, Universal HealthShare will always be constrained by finite resources. Any opportunity to conserve those resources benefits all Members. Your detailed medical history, and the existing medical conditions disclosed on your Membership Application can help us make recommendations about lifestyle changes that could directly improve your health and indirectly, by conserving resources, benefit all Members. If, at any time, it is determined that the medical history submitted by a Sharing Member on the Membership Application or an attached medical history questionnaire is incomplete, inaccurate or materially misleading, additional sharing limitations or a membership declination may be issued retroactive to his/her effective date, without a refund of any of the Dues or Fees previously paid by or on behalf of the Member. A Member who is subject to any additional sharing limitation(s) may apply to have such limitation(s) removed if they present credible medical evidence that Universal HealthShare, in its unfettered discretion, determines to support and justify such removal; provided, however, that any such removal shall be strictly proactive, not retroactive.

### **iii. Membership Application.**

Any person(s) wishing to participate in the Program as a Sharing Member must first submit a completed Membership Application and pay a non-refundable \$75 application fee and annual or monthly membership dues (discussed in Section III.v., below) for their first year of Membership.

### **iv. Health Questionnaire.**

As a requirement for activating your membership upon joining Universal HealthShare, you will be required to complete a detailed Health Questionnaire for each member of the household within the UHF Member Portal. The Health Questionnaire must be completed before any needs requests will be considered for reimbursement.

The Health Questionnaire is required because certain pre-existing conditions mean some sharing members' medical expenses may not be subject to sharing and some will have higher-cost or more frequent medical needs than others. Our sharing programs must accommodate this. For example, if you have pre-existing conditions that impact your health, you may be accepted as a member, but subjected to a waiting period for certain sharing and/or asked to pay a higher monthly voluntary contribution than members without those conditions. (For more information, read the sections below on "Conditional Membership" and "Maintenance of a Healthy Lifestyle.")

***The information you provide in the Health Questionnaire, which will be kept confidential, must be complete and accurate as it is used to determine any pre-existing conditions you or a member of the household may have that may affect how your medical expenses are shared. You are not eligible for sharing for medical needs until the Health Questionnaire has been completed and your pre-existing conditions, if any, have been reported and confirmed.***

If you are accepted into the Universal HealthShare program, you will receive a written notice of acceptance from Universal HealthShare specifying the date on which your Membership will become effective.

To complete your Universal HealthShare Health Questionnaire, login to your UHF Member Portal and click on "Health Questionnaire." The Questionnaire must be completed for every individual within your household who is included in the sharing program.

NOTE: Medical Expense sharing will be delayed for each member until the Health Questionnaire is completed.

### **v. UHF Membership Dues.**



Universal Health Fellowship membership Dues of \$20 per Member Household per month (or such other amounts as may subsequently be established from time to time by Universal Health Fellowship), the first month which must be paid at the time of submission of the Membership Application, and then each month thereafter along with the Monthly Share Contribution. Your application fee will not be refundable, even if you are not accepted for Membership, regardless of the reason.

**vi. Monthly Sharing Contributions.**

To remain an Active Member, in addition to paying annual or monthly Dues, you must make a Monthly Share Contribution in an amount equal to or greater than the amount recommended by Universal HealthShare. There will be a \$80 per month increase over the standard Monthly Share Contribution amount for any Member who is a Smoker/Nicotine User.

**(a) Monthly Share Contribution Amount Determination and Modifications.**

The Monthly Share Contribution, which is separate from Annual or Monthly Dues and any other Fees, is the amount voluntarily donated by you each month to help pay Approved Medical Expenses for another Member and offset the costs of administering the Program; provided, however, that Monthly Share Contributions made for the first two months following your Effective Date and for each subsequent Anniversary Month will be subject to different treatment and used as explained below.

The Monthly Share Contribution amount recommended by Universal HealthShare is determined for each Program by majority vote of the Board of Directors and is based upon the historical and current amount of the Medical Expense Needs submitted for sharing, the projected amount of the Medical Expense Needs expected to be submitted for sharing in the future, the costs of managing and administering the Program, and the number of Active Members participating in the Program. An annual advisory vote of the Members will be taken to assess Program changes that may be under consideration, and the will of the Members regarding the same. The Monthly Share Contribution may be revised upward or downward as determined by majority vote of the Board of Directors in response to the advisory vote or when we otherwise deem an adjustment to be necessary. You will be given notice of any such adjustment in a timely manner.

**(b) Assigned Needs and Direction of Contributions.**

Each month you will be assigned one or more specific Approved Medical Expenses of another Member or Members in which to share ("Assigned Needs"). By submission of the suggested Monthly Share Contribution, you instruct Universal HealthShare to direct your contribution to such other Member or Members, as prescribed in these Guidelines that set forth the conditions upon which Eligible Medical Expenses will be shared. By participating in a Program, you accept those conditions as enforceable and binding for purposes of assigning your Monthly Share Contributions, and you recognize and acknowledge Universal HealthShare as the final authority for the interpretation of these Guidelines.

During the first two months of membership, the full amount of your Monthly Share Contributions will be deposited directly into an operating account maintained by or for the benefit of the Ministry, to be used at the discretion of Universal HealthShare for any Ministry-related purpose. After that, Universal HealthShare facilitates the means for you to give the appropriate portion of your suggested Monthly Share Contribution directly to another Member in need. We will automatically charge you for each month's Suggested Monthly Share Contribution and Membership Dues five days before your Paid-through Date. **Paid-through Date** means the last day of a current month for which the Monthly Share Contribution has been made for a Member or Member Household. If your Monthly Share Contribution is not made by the end of the month, your Membership will be inactivated, effective as of your Paid-through Date. See Section III.ix., below, for details about how to reactivate a Membership that has been inactivated based on a failure to make a Monthly Share Contribution by the end of the month.

Members practice the teaching, “Give and it shall be given to you.” Sharing Members who participate regularly by sending their suggested Monthly Share Contribution and directing its payment to another Member for their Assigned Need will have their Approved Medical Expenses (if and/or when they occur) assigned to active Members for sharing in accordance with these Guidelines.

**(c) Allocations for Administrative Costs.**

Beginning with the third month of membership and each month thereafter other than your Anniversary Month, an administrative fee from your Monthly Share Contribution will be allocated to be used to help pay or offset the costs of managing and administering the Program. Similarly, your Annual Dues and the full amount of your Monthly Share Contribution for each Anniversary Month will also be used by Universal HealthShare to help pay or offset operational and administrative costs and expenses of the Ministry. Administrative overhead fluctuates, and the portion of each Monthly Share Contribution allocated to administrative costs may be revised as needed at any time by majority vote of the Board of Directors of Universal HealthShare. You will be given notice of any such change in a timely manner.

**(d) If available Monthly Share Contributions are less than Approved Medical Expenses.**

At any given point in time, the total available amount of Monthly Share Contributions made by Members may or may not equal or exceed the total amount of the outstanding Approved Medical Expenses of all Members. If the total Approved Medical Expenses exceed the Monthly Share Contributions available to meet those needs, the following actions may be taken:

1. A pro-rata sharing of Eligible Medical Expenses may be initiated whereby the Members share a percentage of the outstanding Eligible Medical Expenses that month and we will hold back the balance of those Eligible Medical Expenses to be approved and shared in subsequent month(s).
2. If total Monthly Share Contributions are not adequate to meet outstanding Eligible Medical Expenses for three months out of any four-month period, then suggested Monthly Share Contribution amounts may be increased by the Board in sufficient proportion to satisfy the level of Eligible Medical Expenses being submitted. Such an increase may be undertaken on a temporary or an ongoing basis.

**vii. Children and other Dependents.**

**(a) Children.**

A Child, who is a Dependent, may participate with his or her parent(s) or legal guardian(s) as part of the same Member household, so long as they legally qualify and are reported on all applicable tax filings as dependents of the parent(s) or legal guardian(s). An Adult Child (18 and older) needs to meet the same requirements expected of all adult Members. When a Dependent Minor Child turns 18, in order to remain a Member as part of his or her parent(s) household membership, the Child and parent must both certify that the Child understands and lives by these requirements.

**(b) Newborns.**

A newborn Dependent may be added as an additional Member in a Member Household with notice to the Ministry. In order to avoid complications at birth from being considered Pre-Existing Conditions, the parent Member(s) must notify the Ministry of their intention to add the newborn as an additional Member in their Member Household and begin making additional Monthly Share Contributions for that Child as of the first day of the calendar month falling at least three months prior to the month of the member's Estimated Date of Delivery (as defined herein). If either parent of a newborn has insurance coverage through an employer or otherwise, then the newborn should be added to their coverage and will not be eligible to be added to a UHS sharing program. If one or both parents are Members in a UHS sharing



program and neither parent has insurance coverage, then the newborn will be eligible to be added to the UHS sharing program.

**(c) Newly Adopted.**

A newly adopted Child may be added as a Dependent to a membership provided all medical criteria is met within the program for acceptance. Such notification of adoption, including any and all medical history or existing conditions, should be given in writing within thirty days after finalized adoption. Such notice is the responsibility of the existing Sharing Member. Existing medical conditions disclosed for a Dependent may result in a declination, or a limitation on the types of needs eligible for sharing. In a situation where a Sharing Member elects to adopt a Child with known disabilities, Universal HealthShare reserves the right not to admit the Child as a Sharing Member or facilitate sharing of the Child's medical bills. The resources available for sharing through Universal HealthShare are limited and other programs and sources of support and assistance are typically available, better equipped and more appropriate for meeting the medical needs of adopted, disabled children. Researching, identifying, and obtaining such support and assistance is solely the responsibility of the adoptive parent(s). If an adopted Child is admitted as a Sharing Member, any physical condition of which the adopting parents were aware or had reason to be aware that the adopted Child had prior to the adopting parents being legally responsible for the Child's expenses, or prior to the Child's effective date as a Member, will be considered a Pre-Existing Condition.

**(d) Grandchildren.**

A grandchild may participate as a Member with their grandparent if: (1) They live in the residence of their grandparent; (2) Their grandparent has legal custody; (3) They meet the Eligibility Guidelines for children; and (4) No other person, group or entity is responsible for their medical bills.

**(e) Adult Dependents.**

Adult Dependents may have an add-on charge to their monthly sharing contribution for Primary Member and Child programs and for Family programs, depending on the UHS program the Member has selected.

**viii. *The Effective Date of Your Sharing Program Membership.***

The "Effective Date" is the starting date for your household's sharing eligibility. It is the first day Universal HealthShare members may begin helping you with your medical expenses. You may request a specific Effective Date in your application, but it is not automatically granted as certain requirements must be met first. You will be notified by Universal HealthShare in writing once your Effective Date has been determined. The requirements for determining your Effective Date may include:

- The date you requested for sharing eligibility in your application.
- Timely receipt of your Application Fee, Monthly Sharing Contribution, and any other required Dues

Also note that some medical needs may be subject to waiting periods before they become eligible for sharing. Your Program Guidelines document has full details on waiting periods.

Your Effective Date will also become your sharing program anniversary date. If any changes are made to your sharing program, such as changes in contribution amounts, they will typically become effective on your anniversary date.

**ix. *Notice of Intent to Terminate Membership.***

As a help to other Sharing Members, if you desire to terminate your participation in a Program, you must send us written notice via email or letter, including the reason for such discontinuation. In order to avoid additional charges, we need to receive this notice at least five days prior to the billing date for the month



in which you wish to stop contributing. If your Membership is inactivated for less than 60 days, it may be reactivated on the anniversary day of the month after you contribute the Monthly Share Contribution amount and the monthly membership dues for the new month. Needs incurred after a Sharing Member's inactivation date and before the reactivation date are not eligible for sharing, even after membership is reactivated. If your Membership has been inactive for more than 60 days and you wish to again become active within the Program, you must reapply as a new applicant to be evaluated for Membership. Reactivating membership gives Sharing Members a new Effective Date (i.e., it does not retroactively move the previous Effective Date forward). Sharing eligibility and participation will cease on the first day of the month you turn 65.

## **IV. Member Rights and Responsibilities**

### ***i. Sharing Member Rights.***

- a) Receive considerate, courteous service from all employees and representatives of Universal HealthShare;
- b) Receive or have electronic access to accurate information regarding program Guidelines and eligibility of needs in both member literature and when in contact with Universal HealthShare;
- c) Have Medical Expense Needs processed accurately once all necessary documentation has been received by UHF;
- d) Have all medical records and personal information handled in a confidential manner and in compliance with Privacy Standards;
- e) Be informed about health care practitioners and providers giving discounted services to Sharing Members, when applicable and available;
- f) File a dispute when you have one, without fear of prejudice or reprisal; and
- g) Make recommendations regarding Program Guidelines as part of the annual advisory process.

### ***ii. Member Responsibilities.***

- a) Read all Universal HealthShare materials carefully as soon as you receive them or have internet access to them and ask questions when necessary;
- b) Regularly check for and review all amendments of and information relating to the Guidelines that may be posted on the Universal HealthShare website from time to time and ask questions when necessary.
- c) Take personal charge of your medical care, and make informed and knowledgeable health care choices;
- d) 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.
- e) Seek medical advice when appropriate, take the necessary steps to understand the medical advice you receive and any diagnosis you are given, follow the medical advice you receive and obtain needed care in a timely manner.
- f) 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.
- g) Inquire about costs prior to obtaining care, when possible, make cost comparisons between providers, and make cost efficient choices about the care you obtain.



- h) Be informed about the policies and practices of Universal HealthShare and follow them for the benefit of all Sharing Members.
- i) Be honest about your health conditions, and provide all pertinent information to your doctor, family members, and Universal HealthShare when needed.
- j) Fill out a required Health Questionnaire to determine any pre-existing conditions that may be excluded for sharing or be subject to different sharing levels. **All members of the household are required to fill out the Health Questionnaire.**

### **iii. Changing Programs.**

If you wish to change to a different Universal HealthShare program, the following will apply:

- Upgrade - You may change to a sharing program with a lesser non-sharable amount (*meaning you would need pay less before expenses are eligible for sharing*) anytime throughout the program year. The change will be effective on the annual anniversary date of your original program's effective start date, as long as the request is received and documented at least 60 days prior to the annual anniversary date of your original program's effective start date.
- Downgrade - You may change to a sharing program with a greater non-sharable amount (*meaning you would need pay more before expenses are eligible for sharing*) anytime throughout the program year. The change will become effective on the first of the month beginning not less than 60 days after the date that your request to change programs is received and documented.
- All accumulators for your sharing program will reset except for pre-existing conditions; provided, however, that upon the changing of your sharing program a new twelve (12) month waiting period will apply before Maternity expenses can be eligible for sharing.

## **V. Medical Networks**

UHS Programs do not use a Network for Hospitals or Ambulatory Surgical Centers, but they do use the Multiplan / PHCS Practitioner & Ancillary Network, which gives Members access to discounted rates from participating physicians, medical professionals, laboratories, imaging centers, urgent care facilities and walk-in clinics; however, sharing is available for Primary Care Practitioners and Specialists regardless of Network participation. Access to this Network is available to all Members. Sharing is not available for medical charges that are incurred from Non-Surgical Facilities that are out of network except for emergency room visits, charges that are part of sharable inpatient hospitalization and surgery, or sharable outpatient surgical procedures. Primary Care Practitioners include Physicians, General Practitioners, Family Practitioners, Internists, Geriatricians, Pediatricians, and OB-GYNs. Specialists include physicians and practitioners in a specialized field; some examples include, but are not limited to: Cardiology, urology, dermatology, neurologists, orthopedics, etc.

UHS programs encourage the utilization of Primary Care services; Universal Health Fellowship recognizes members may have existing relationships with Primary Care Practitioners who do not participate in the PHCS networks. Therefore, Primary Care services will be shareable regardless of network affiliation, subject to the specific program provisions. Eligible medical expenses resulting from utilization of Primary Care Practitioners will be sharable at the lesser of billed charges or 155% of Medicare's allowable amount.

Specialist services will be shareable regardless of network affiliation, subject to all specific program provisions. Eligible medical expenses resulting from utilization of Specialists will be sharable at the lesser



of billed charges or 140% of Medicare's allowable amount. An out-of-network specialist may or may not accept this referenced based reimbursement as payment in full and could subsequently balance bill the member for the difference.

Subject to your sharing program limitations, it is highly recommended that you select a Primary Care Practitioner or Specialist from the Multiplan / PHCS Practitioner & Ancillary Network if available in order to take advantage of the contracted network discounts and the provider's agreement to submit needs requests on your behalf; this saves both money and time for UHF members.

You can always determine in advance whether a provider, practitioner, specialist or ancillary facility is in-network by calling the UHF Member Support phone number on your membership card.

## **VI. General Sharing Requirements, Restrictions, Limitations & Maximums**

Total eligible needs for sharing among the Members are limited as set forth in this section, or elsewhere in these Guidelines, and as may be indicated in writing to the individual Sharing Member from time-to-time.

### ***i. Obligation to Use Cost-Effective Options to Obtain Medical Services.***

To maximize the benefits of sharing for all members, each member needs to use all reasonable efforts to obtain Medical Services cost-effectively. In seeking medical care, it's important to keep the following general concepts in mind.

- Do not get Medical Services at a Hospital if they can be obtained elsewhere.
- Do not get Medical Services as an Inpatient if they can be obtained as an Outpatient.
- Do not get Medical Services as an Outpatient at a Hospital-Affiliated Facility if they can be obtained at an Independent Facility.
- Do not get Medical Services from an Out-Of-Network Provider if they can be obtained from a Network Provider.
- Do not get Medical Services from a Facility if they can be obtained in a Practitioner's office.

### ***ii. Waiting Period Prior to Sharing Eligibility.***

The following waiting periods apply before Medical Expense Needs may become eligible for sharing through any of these Universal HealthShare Prosper Programs as noted:

1. For a member who has been a Sharing Member continuously for at least twelve (12) months, eligible Maternity expenses are shareable, subject to the applicable Annual Non-Sharable Medical Amount;
2. There is a 90-day waiting period before any other Medical Expense Need may be eligible for sharing. Note: This 90-day waiting period does not apply to sharing eligibility for office and emergency room visits related to accidents, sickness, acute illness, and life-threatening emergencies. If an emergency room visit results in an in-patient admission unrelated to pre-existing conditions, in-patient services unrelated to pre-existing conditions would also be eligible for sharing.

### ***iii. Annual Non-Sharable Amounts for Medical Expenses.***



There is a cumulative Annual Non-Sharable Amount (NSA) established for each Program. Your medical expenses can only be shared after you have paid for your own Eligible Medical Expenses in a cumulative amount equal to the applicable Annual Non-Sharable Amount for your Program. In order for the payment of a medical expense to count towards your Annual Non-Sharable Amount, the expense must be one that would be eligible for sharing under the Guidelines if you had already satisfied your Annual Non-Sharable Amount requirement in full. For example, if your Program only allows for sharing of expenses for diagnostic imaging performed at an independent facility in your Program’s Physician and Ancillary Network, and only up to \$500, expenses for diagnostic imaging performed at a Hospital facility or an independent Out-of-Network facility would not count towards your Annual Non-Sharable Amount, and expenses in excess of \$500 for diagnostic imaging performed at an independent In-Network facility would not count towards your Annual Non-Sharable Amount.

The amount you have paid toward your Annual Non-Sharable Amount will be calculated based on the twelve-month period preceding your next Anniversary Date. For households with two or three members, each member is responsible for their own Annual Non-Sharable Amount. For households with more than three members, each of at least three members is individually responsible for their own Annual Non-Sharable Amount. Once three members of the household have paid their own individual Annual Non-Sharable Amount, the family’s Annual Non-Sharable Amount is deemed to have been achieved and no other members of the household will be required to pay an additional Annual Non-Sharable Amount.

The Non-Sharable Amounts for Universal HealthShare Prosper Programs are as described in the table below.

	Universal HealthShare Prosper Programs		
	PRS50	PRS75	PRS100
One Member per Household	\$5,000	\$7,500	\$10,000
Two Members per Household	\$10,000 (\$5,000 per member)	\$15,000 (\$7,500 per member)	\$20,000 (\$10,000 per member)
Three or more Members per Household	\$15,000 (\$5,000 per member)	\$22,000 (\$7,500 per member)	\$30,000 (\$10,000 per member)

*The amounts shown above are the Annual Non-Sharable Amounts in effect as of 12/11/2023. Annual Non-Sharable Amounts are subject to adjustment from time to time. Always remember to check the Universal HealthShare Member Portal for the most current version of the Sharing Guidelines, which may reflect changes that have been made since the date of the last copy you received or reviewed.*

**iv. Consultation Fees.**

This portion of your fees are never eligible for sharing; they are always your personal responsibility. You must pay a Consultation Fee for each Primary Care, Specialty Care and Urgent Care visit at the time of your visit. The remaining portion of the office visit charge and any other expenses related to the visit, such as testing and outpatient procedures, are subject to all applicable Sharing Guidelines terms and limits of your sharing program—including the requirement for you to use an in-network provider and meet your Non-Sharable Amount.

The consultation fees for Universal HealthShare Prosper Programs are as follows:

Type of Visit or Therapy Session	Universal HealthShare Prosper Programs		
	PRS50	PRS75	PRS100



Primary Care Office Visit and Psychiatric Medication Management Consultation Fees	\$25 per visit	\$25 per visit	\$25 per visit
Specialty Care Office Visit and Psychiatric Medication Management Consultation Fees	\$50 per visit	\$50 per visit	\$50 per visit
Urgent Care Visits	\$75 per visit	\$75 per visit	\$75 per visit
Emergency Room Visits	\$300 per visit	\$300 per visit	\$300 per visit

The Universal HealthShare Prosper Programs allow for immediate sharing for office and emergency room visits related to accidents, sickness, acute illness, and life-threatening emergencies. If an emergency room visit results in an in-patient admission unrelated to pre-existing conditions, in-patient services unrelated to pre-existing conditions would also be eligible for sharing. You must pay a Consultation Fee for each visit; this fee will be due at the time of your visit.

- After your payment of the Consultation Fee, up to \$300 combined for Primary Care, Urgent Care, or Specialty Care visit fees and any additional charges incurred during the visit are eligible for sharing.

Other visits requiring a consultation fee, including emergency room visits that don't result in an admission, are subject to non-sharable amounts and are sharable at your program rates.

**v. Annual Sharing Limits.**

There is an annual limit on the total amount of medical expenses that may be shared for any individual Member in these programs (“Annual Sharing Limit”). The Annual Sharing Limits that establish the maximum sharable amounts for any member in each Universal HealthShare Prosper Programs are as follows:

Preventive Care	\$1,000
Annual Combined Limit	\$1,000,000
Allergy Testing	\$500
Emergency Transport	\$10,000
Organ Transplant	\$150,000
Prosthesis	\$1,500

*The amounts shown above are the Annual Sharing Limits in effect as of 12/11/2023. Annual Sharing Limits are subject to adjustment from time to time. Always remember to check the Universal HealthShare Member Portal for the most current version of the Sharing Guidelines, which may reflect changes that have been made since the date of the last copy you received or reviewed.*

**vi. Lifetime Sharing Limits.**

There is no maximum lifetime sharing limit for the Universal HealthShare Prosper Programs.

**vii. Per Medical Incident Sharing Limits.**

There is a limit on the total amount of medical expenses that may be shared for each Member in connection with any Medical Incident (as defined herein), inclusive of all inpatient and outpatient Facility and Professional expenses related to that Medical Incident. The per Medical Incident sharing limit applicable for each Universal HealthShare Prosper Program is \$500,000.

*The amount shown above is the Per Medical Incident Sharing Limit in effect as of 12/11/2023. Per Medical Incident Sharing Limits are subject to adjustment from time to time. Always remember to check the Universal HealthShare*



Member Portal for the most current version of the Sharing Guidelines, which may reflect changes that have been made since the date of the last copy you received or reviewed.

**viii. Annual Visits & Emergency Room/Hospitalization Sharing Limits.**

Sharing is limited to a maximum number of visits/sessions per year and hospitalization days per year for each Member, as follows:

Type of Visit or Therapy Session	Max. Number of Visits Per Year Eligible for Sharing
Primary Care, Specialty Care, and Urgent Care Visits	12 visits in total for any combination of Primary Care, Specialty Care, and Urgent Care visits.
Medication Management	4 visits in total for any Primary Care Practitioner or appropriate mental health professional visits for the monitoring and management of medications prescribed for mental health conditions such as anxiety, depression, bi-polar disorder, and ADHD.
Chiropractic Adjustment/Manipulation and Physical Therapy	12 sessions in total for any combination of Chiropractic Visits and Physical Therapy Sessions.
Audiological Therapy, Cardiac Therapy, Hyperbaric Oxygen Therapy, Naturopathic Care Therapy, Occupational Therapy, Optometric/Vision Therapy, Respiratory Therapy and Speech Therapy	10 sessions in total for any combination of Audiological, Cardiac, Hyperbaric, Naturopathic Care, Occupational, Optometric/Vision, Respiratory and Speech Therapy Sessions.
Pre-Natal Care Visits	9 visits per pregnancy.
Emergency Room Visits	2 visits maximum (up to \$2,000 is sharable per visit for eligible facility and physician charges combined).

Therapies may be sharable only if directly related to the treatment of a disease or injury, but not for general wellness or maintenance purposes. Examples:

1. Chiropractic Adjustment to treat a hyperextension and flexion injury to the neck from a car accident (i.e., “whiplash”) may be shared, but a periodic adjustment for general wellness or comfort that is not treating a specific medical condition is not sharable,
2. Speech Therapy following a stroke may be shared, but developmental Speech Therapy for a lisp or stutter is not sharable.

*The amounts shown above are the Per Medical Incident Sharing Limit in effect as of 12/11/2023. Per Medical Incident Sharing Limits are subject to adjustment from time to time. Always remember to check the Universal HealthShare Member Portal for the most current version of the Sharing Guidelines, which may reflect changes that have been made since the date of the last copy you received or reviewed.*

**ix. Sharing Amounts/Percentages.**

Once any applicable waiting period has passed and you have satisfied your applicable Annual Non-Sharable Amount payment responsibility, 100% of Eligible Medical Expenses are generally sharable, subject to all exclusions, restrictions and limitations set forth in these Guidelines, including Medical Incident limits and Annual Sharing Limit.

Eligible medical expenses for services performed by an out-of-network specialist will be sharable at the noted percentage of the lesser of billed charges or 140% of Medicare’s allowable amount. An out-of-network specialist may or may not accept this referenced based reimbursement as payment in full and could subsequently balance bill the member for the difference.



*The amounts shown above are the Sharing Amounts/Percentages in effect as of 12/11/2023. Sharing Amounts/Percentages are subject to adjustment from time to time. Always remember to check the Universal HealthShare Member Portal for the most current version of the Sharing Guidelines, which may reflect changes that have been made since the date of the last copy you received or reviewed.*

## **VII. Medical Expense Sharing**

Medical costs are shared on a per person per Medical Incident basis for illnesses or injuries incurring medical expenses after your Effective Date that were medically necessary and provided by or under the direction of licensed Physicians, Hospitals or other licensed medical Facilities, or approved Practitioners. A Medical Incident means a medically diagnosed condition and all medical treatment(s) received and medical expenses incurred relating to such diagnosis. All medical bills of any nature relating to the same diagnosis are part of the same Medical Incident. Medical expenses eligible for sharing include, but are not limited to, physician and hospital services, emergency medical care, medical testing, x-rays, emergency medical transportation and prescription medications provided by a Hospital during an admission, unless otherwise limited or excluded by these Guidelines. Total bills incurred for medical costs must exceed the Annual Non-Sharable Amount established for your Program to be eligible for sharing (See Section VI.iii. for details). Medical expenses must be submitted for sharing in the manner and form specified by Universal HealthShare. This includes the standard industry billing forms (HCFA 1500 and/or UB 92) and relevant / required medical records.

**Note: All needs requests must be submitted within one year from the date of service. If the needs request is not submitted within one year of the date of service, then the need will not be eligible for sharing.**

The following Sections are designed to allow you to quickly check, based on type of health care facility, provider, service, product, treatment or physical/medical condition, to confirm whether a particular medical expense is generally sharable. Members share costs as addressed below, subject to both your prior payment of the applicable Annual Non-Sharable Medical Amount and all exclusions, restrictions and limitations set forth in these Guidelines. Any services not specifically referenced herein as either eligible or ineligible for sharing must be submitted to Universal HealthShare in advance for consideration and receive prior confirmation of general shareability to be eligible for sharing.

### ***i. Sharing for Facilities, Providers & Services.***

Members generally share costs for the following health care facilities, providers, and services, as specifically described below. **Note:** All applicable Sharing Guidelines terms and limits of your sharing program, including the requirement for you to use an in-network provider and meet your Non-Sharable Amount apply.

For services that are deemed sharable and received from the Multiplan / PHCS Practitioner & Ancillary Network, charges from medical professionals linked to those services will also be considered sharable, subject to medical necessity and program limitations. If a Facility is in-network and is owned by a hospital, the service will be considered sharable subject to program provisions, waiting periods, medical necessity, and pre-existing conditions. All Hospital Owned Facility expense sharing will be calculated at the lesser of billed charges or 155% of Medicare's allowable amount for services that are determined to be sharable.

**(a) Allergy Testing.**

After the applicable 90-day waiting period, allergy testing, including skin tests, blood tests, and provocation tests, is sharable up to \$500. Pre-notification is required.

**(b) Annual Routine Physical Exam.**

An Annual Routine Physical or Well Child Exam is sharable, after the applicable 90-day waiting period, subject to the annual combined Preventive Care sharing limit of \$1,000 for each member.

**(c) Ambulance.**

Up to \$10,000 of expenses are sharable related to Emergency land or air ambulance transportation to the nearest medical facility capable of providing care that is medically necessary to treat a medical condition with symptoms of sufficient severity that the absence of immediate medical attention would reasonably be expected to result in death or serious jeopardy to the health of the individual (or, with respect to a pregnant woman, the woman's unborn child) involving serious impairment to bodily functions or serious dysfunction of any bodily organ or part; provided, however, that air ambulance transportation is not sharable in situations where the use of a less expensive form of Emergency transport could have been employed without materially increasing the risk of seriously jeopardizing your life or long-term health.

**(d) Audiological Procedures.**

See "Hearing Surgery."

**(e) Audiological Therapy.**

Hearing Therapy by a licensed audiologist, in accord with a Physician's order to improve body function, only if directly related to the treatment of a disease or injury and not for general wellness or maintenance purposes, limited to a combined maximum of 10 sessions for any combination of Audiological, Cardiac, Hyperbaric, Naturopathic Care, Occupational, Optometric/Vision, Respiratory and Speech Therapy.

**(f) Cardiac Therapy.**

Cardiac Therapy, in accord with a Physician's order to improve body function, only if directly related to the treatment of a disease or injury and not for general wellness or maintenance purposes, limited to a combined maximum of 10 sessions for any combination of Audiological, Cardiac, Hyperbaric, Naturopathic Care, Occupational, Optometric/Vision, Respiratory and Speech Therapy.

**(g) Chiropractic Therapy.**

Treatment of skeletal or musculoskeletal disease or injury by a person holding a Doctor of Chiropractic degree (abbreviated as "D.C.") and such applicable and current licensure, certification or registration ("License" or "Licensed" or "Licensure") as is required in the state or jurisdiction where the treatment is performed, only if directly related to the treatment of a disease or injury and not for general wellness or maintenance purposes, limited to a combined maximum of 12 chiropractic visits and/or physical therapy sessions. Maintenance treatments are not sharable. Each office visit where adjustments, manipulations, or other therapy occurs counts towards the global therapy session limit. To be sharable, billings for each treatment must indicate the specific condition being treated.

**(h) Cologuard.**

After a 90-day waiting period, a Cologuard® noninvasive colon cancer screening test will be sharable once every three (3) years for Members who are 45 or older, up to \$650 per test for each Member, and the combined Preventive Care sharing limit will not apply to sharing for such tests. Such sharing will be available for members under 45 when prescribed by a Physician due to a family history of precancerous polyps. Cologuard® noninvasive colon cancer screening tests are eligible for sharing without regard to whether your Non-Shareable Amount (NSA) has been met.

(i) **Colonoscopy.**

A diagnostic colonoscopy will be sharable when prescribed by a Physician due to a positive result from Cologuard® noninvasive colon cancer screening test or due to symptoms of a condition not evident prior to your membership. After a 90 day waiting period, a screening colonoscopy will be sharable when prescribed by a Physician due to a family history of malignant neoplasm of a digestive organ.

(j) **Cosmetic Surgery.**

Cosmetic Surgery, including breast reduction or enhancement operations and any other elective cosmetic surgery or procedures done primarily to alter appearance or for any other non-health reasons, is not sharable, except for reconstructive mammoplasty as a result of breast cancer.

(k) **CT Scan**

CT Scans are fully sharable if performed during an eligible, sharable inpatient stay and for an inpatient surgical procedure. All outpatient CT scan imaging have a 90-day waiting period, are sharable only with a physician prescription and must be procured at a free standing in-network diagnostic center unless received as an admitted patient.

(l) **Diagnostic Imaging.**

See individual entries for CT scan, Mammogram, MRI, X-Ray imaging.

(m) **Emergency Room.**

Emergency room services provided on an outpatient basis at a Hospital, Clinic or Urgent Care Facility for stabilization or initiation of treatment of an Emergency medical condition. If the emergency room visit results directly in the Member being admitted to the hospital, the emergency room consultation fee will be applied toward satisfying the Annual Non-Sharable Amount. Emergency room cost sharing is only intended for Emergency treatment, and emergency room expenses incurred for a non-Emergency will not be shared; provided, however, that for children six years and under any emergency room expenses will be presumed to be incurred for an Emergency unless there is a compelling reason to conclude otherwise.

(n) **Hearing Surgery.**

Surgery to correct hearing loss or problems due directly to accident, illness, disease or congenital defect are sharable (including cochlear implants and related consultation and therapy, prosthetic inner ear stimulators, and similar implanted devices), but only if your physician has provided written verification that the hearing loss or problem cannot be addressed by non-surgical means. Costs of hearing aids and related examination or fitting are sharable only if the underlying hearing loss or problem has been caused by accident, illness, disease or congenital defect (not if the hearing loss or problem is due to aging or was caused by extended or repeated exposure to loud noise). Prior Notification required.

(o) **Hearing Therapy.**

See Audiological Therapy.

(p) **Home Health Care.**

Skilled care services at home for up to 30 days by a Home Health Care Agency for each related Medical Incident, provided such home care reduces the expected medical expense and replaces hospital or nursing home services. Pre-Notification required.

(q) **Hospice Care.**

Hospice care services for up to 30 days upon prescription by a physician and certification that the person is terminally ill. Pre-Notification required.

**(r) Hospital Charges.**

Inpatient or Outpatient hospital treatment or surgery for a medically diagnosed condition, only when such care or procedures cannot be performed in a non-hospital, ambulatory facility. Pre-Notification required, except when Hospital admission occurs within 23 hours of emergency room treatment for the same condition that required emergency room treatment.

**(s) Hyperbaric Oxygen Therapy.**

Hyperbaric Oxygen Therapy, in accord with a Physician's order to improve body function and only if directly related to the treatment of a disease or injury and not for general wellness or other purposes, limited to a combined maximum of 10 sessions for any combination of Audiological, Cardiac, Hyperbaric, Naturopathic Care, Occupational, Optometric/Vision, Respiratory and Speech Therapy.

**(t) Infusion Therapy.**

Infusion therapy continued post inpatient treatment that began during an Inpatient Hospital Confinement for cancer, osteomyelitis, peritonitis, congestive heart failure, Crohn's disease, hemophilia, immunodeficiencies or multiple sclerosis. Pre-Notification, review and approval are required.

**(u) Mammograms.**

Mammograms may be eligible for sharing once every two years for Members up to and including age forty-nine (49), and once every year for Members fifty (50) years of age and older, after the applicable waiting period and subject to the annual \$1,000 combined Preventive Care and Annual Routine Physical sharing limit for each Member. Charges for conventional 2-D and 3-D screening mammograms can be shared including ultrasounds.

**(v) MRIs.**

MRIs are fully sharable if performed during an eligible, sharable inpatient stay and for an inpatient surgical procedure. All outpatient MRI imaging have a 90-day waiting period, are sharable only with a physician prescription and must be procured at a free standing in-network diagnostic center unless received as an admitted patient.

**(w) Naturopathic and/or Alternative Treatments.**

Treatment provided by a Naturopathic Physician or Doctor of Naturopathy (ND or NMD), a traditional Naturopath or other practitioner of alternative treatments may be eligible for sharing, subject to conditions determined by Universal HealthShare, but only if such treatment clearly meets each of the following criteria:

- i. It treats a medically diagnosed condition.
- ii. It is less invasive than conventional medical treatment for the diagnosed condition.
- iii. It is less costly than conventional medical treatment and is expected to prevent more costly future conventional treatment.
- iv. It is presented for and receives prior approval from Universal HealthShare, subject to any conditions placed on such approval, and the member agrees to any alteration of the treatment plan required by Universal HealthShare.

Limited to a combined maximum of 10 sessions for any combination of Audiological, Cardiac, Hyperbaric, Naturopathic Care, Occupational, Optometric/Vision, Respiratory and Speech Therapy.

**(x) Occupational Therapy.**

Occupational therapy by a licensed occupational therapist, in accord with a Physician's order to improve body function and only if directly related to the treatment of a disease or injury and not for general wellness or maintenance purposes, limited to a combined maximum of 10 sessions for any combination of



Audiological, Cardiac, Hyperbaric, Naturopathic Care, Occupational, Optometric/Vision, Respiratory and Speech Therapy. Pre-Notification required.

**(y) Optometric Vision Therapy.**

Optometric vision therapy by a licensed optometrist, in accord with a Physician's order to improve overall vision function and only if directly related to the treatment of a disease or injury and not for general wellness or maintenance purposes, limited to a combined maximum of 10 sessions for any combination of Audiological, Cardiac, Hyperbaric, Naturopathic Care, Occupational, Optometric/Vision, Respiratory and Speech Therapy. Pre-Notification required.

**(z) Organ Transplant.**

Expenses incurred in connection with any organ or tissue transplant may be shared, up to the applicable per Medical Incident sharing limit, once per organ per Member lifetime. This includes, but is not limited to, expenses incurred in evaluation, screening, transportation, candidacy determination process, organ transplantation, organ procurement, donor expenses, follow-up care, immuno-suppressant therapy, and re-transplantation. This organ transplant limit includes, but is not limited to, transplantation of the heart, lungs, kidneys, liver, pancreas, and bone marrow. Pre-Notification is required. Expenses related to an organ transplant are eligible for sharing only when a second opinion is received from a physician approved by Universal HealthShare. The physician rendering a second opinion must examine the patient and relevant medical records prior to surgery and must find that a transplant is medically necessary. The Sharing Member must pre-notify Universal HealthShare prior to surgery for referral to the second physician.

**(aa) Physical Therapy.**

Physical therapy by a licensed physical therapist, in accord with a Physician's order to improve body function and only if directly related to the treatment of a disease or injury and not for general wellness or maintenance purposes, limited to a combined maximum of 12 physical therapy sessions and/or chiropractic visits.

**(bb) Physician Services.**

Physician services include the diagnosis, treatment, management or prevention of an Illness or Injury. Office visits for Primary Care, Urgent Care and Specialty Care are eligible for sharing without regard to whether your Non-Sharable Amount (NSA) has been met. Your Primary Care, Urgent Care or Specialty Care visit may include charges for testing or procedures such as blood tests, ultrasounds, or other preventive screenings, etc. ordered by your Primary Care, Urgent Care or Specialty Care provider, in addition to the office visit fee. This may include such tests or procedures even when referred to an outside Lab facility (such as LabCorp or LabQuest), by your Primary Care, Urgent Care or Specialty Care provider. Up to \$300 combined for Primary Care, Urgent Care, or Specialty Care visit fees and any additional charges incurred during the visit are eligible for sharing.

**(cc) Plastic Surgery for Disfiguration.**

Medical care and treatment provided for disfiguration caused by amputation, mastectomy, disease, or accident, including reconstructive mammoplasty as a result of breast cancer or similar procedure performed by a general surgeon, is eligible for sharing. Any other plastic surgery or cosmetic care or treatment is ineligible for sharing, including but not limited to, pharmacological regimens; nutritional procedures or treatments; cosmetic surgery; salabrasion, chemosurgery and other such skin abrasion procedures associated with the removal or revision of scars, tattoos or actinic changes.

**(dd) Prescription Drugs.**

Prescription drugs are only eligible for sharing (1) when provided by a Hospital as part of inpatient treatment or provided by a Facility during an outpatient surgical procedure, or (2) prescription drugs administered by

a Physician during an office visit that otherwise would have been provided by a Hospital as part of inpatient treatment or provided by a Facility during an outpatient surgical procedure, but is more cost effective and for which the Maximum Eligible Amount shareable is reduced as a result of having been administered by a Physician during an office visit rather than in a Hospital or Facility.\* Medications are not otherwise sharable, but there are popular drug discount services available from independent third parties. UHF does not endorse or receive compensation from any pharmacy discount program, but we encourage you to contact them individually to learn how they may help. To help you with your research, here is a website with information about drug discount card programs in general: [www.RXassist.org/fags/drug-discount-cards](http://www.RXassist.org/fags/drug-discount-cards). For your convenience, here are four leading discount programs that you may want to consider:

- CleverRx: visit them at: <https://cleverrx.com/curamwellnesscenter>
- BlinkHealth: visit them at [www.BlinkHealth.com](http://www.BlinkHealth.com) or call 1 (833) 794-1293
- GoodRX: visit them at [www.GoodRX.com](http://www.GoodRX.com) and click on “Discount Card”
- SingleCare: visit them at [www.SingleCare.com](http://www.SingleCare.com)

\* **Note:** *Please review separate pharmacy program materials to see if you are eligible for a prescription program or already have a prescription program included in your sharing program.*

**(ee) PSA Test.**

PSA tests are eligible for sharing once every two years up to and including age forty-nine (49). PSA tests are eligible for sharing for members fifty (50) years of age and older once each year.

**(ff) Respiratory Therapy.**

Respiratory therapy by a licensed respiratory therapist, in accord with a Physician’s order to improve body function and only if directly related to the treatment of a disease or injury and not for general wellness or maintenance purposes, limited to a combined maximum of 10 sessions for any combination of Audiological, Cardiac, Hyperbaric, Naturopathic Care, Occupational, Optometric/Vision, Respiratory and Speech Therapy.

**(gg) Speech Therapy/Speech Pathology.**

Speech therapy by a licensed speech therapist, in accord with a Physician’s order to improve body function and only if directly related to the treatment of a disease or injury and not for developmental purposes, limited to a combined maximum of 10 sessions for any combination of Audiological, Cardiac, Hyperbaric, Naturopathic Care, Occupational, Optometric/Vision, Respiratory and Speech Therapy.

**(hh) Vaccines Administered by Pharmacists.**

Vaccination services administered by pharmacists are eligible for sharing. Annual limit for Routine Annual Physical, Well Child Exam, and Preventive Care Combined Sharing Limit for your program applies.

**(ii) Vision Therapy.**

Vision Therapy by a licensed optometric therapist, only if directly related to the treatment of a disease or injury, limited to a combined maximum of 10 sessions for any combination of Audiological, Cardiac, Hyperbaric, Naturopathic Care, Occupational, Optometric/Vision, Respiratory and Speech Therapy.

**(jj) Well Baby Visits.**

Well baby visits, including immunizations, are eligible for sharing within the first year of birth.

**(kk) Well Child Exam.**

See Annual Routine Physical Exam, above.

(II) **X-Ray**

X-Rays are fully sharable if performed during an eligible, sharable inpatient stay and for an inpatient surgical procedure. All outpatient X-Ray imaging have a 90-day waiting period, are sharable only with a physician prescription and must be procured at a free standing in-network diagnostic center unless received as an admitted patient.

**ii. *Sharing for Physical Conditions; Illnesses and Injuries; Medication Management/Monitoring.***

Expenses for most types of physical conditions resulting from Illness or Injury are generally sharable, subject to all applicable conditions and limitations set forth elsewhere in these Guidelines, although special provisions apply for certain conditions, as explained below:

(a) **Abortion in Specific Circumstances.**

Services, supplies, care or treatment in connection with an abortion may only be sharable if (a) the physical life of the mother is endangered by the continued Pregnancy and treatment via a cesarean section has been determined by a neonatologist to be inadvisable, or (b) the Pregnancy was the result of a rape or incest for which a police report was filed.

(b) **Asthma.**

Asthma is generally sharable, but during the first 24 months membership, a Confirmation of No Prior Existence of Condition statement may be required.

(c) **Back Problems.**

Back problems are generally sharable, but during the first 24 months membership, a Confirmation of No Prior Existence of Condition statement may be required.

(d) **Bunions.**

Bunions are generally sharable, but during the first 24 months membership, a Confirmation of No Prior Existence of Condition statement may be required.

(e) **Cancer.**

Generally sharable, but limitations may apply if it is related to cancer of a type you had prior to becoming a Member (see Section X.i.) and during the first 60 months membership, a Confirmation of No Prior Existence of Condition statement may be required.

(f) **Carpal Tunnel Syndrome.**

Carpal Tunnel Syndrome is generally sharable, but during the first 24 months membership, a Confirmation of No Prior Existence of Condition statement may be required.

(g) **Complications Arising from Maternity.**

Medical expenses for complications to the member are considered part of the maternity need.

(h) **Complications Arising from Sharable Medical Procedures.**

If complications arise from a medical procedure that is sharable, expenses for treating the complications are sharable unless the complication itself is not sharable under these Guidelines.

(i) **Dental Injury.**

Expenses for dental care are generally not sharable, with the following exceptions:

- i. Expenses for the treatment of natural teeth and caps (but not dentures or partial plates) that are broken/injured in an accident (but not an accident that occurs in the course of receiving dental care, when eating, or in certain motor vehicle accidents).
- ii. We do not share routine dental work such as (but not limited to): check-ups, cleanings (including deep cleanings), fillings, crowns, root canals, implants, removal of wisdom or infected teeth, dentures, bridges, anesthesia for routine dental care, or treatment of periodontal disease, except when these routine treatments are necessarily a part of surgery on the bones or other non-routine treatments. So, for example, if you have an infected tooth removed, that will normally not be sharable. But if the infection went into the jawbone and required removal of some of the bone, then the entire procedure would be sharable. Implants are not included because they always involve “surgery on the bone,” and there are usually less expensive alternatives.

**(j) Diabetes**

Diabetes is sharable, unless it is related to diabetes you had prior to becoming a member and it does not come within the exception described in Section X.i. During the first 24 months of membership, a Confirmation of No Prior Existence of Condition statement may be required.

**(k) Foot Disorders.**

Foot Disorders are generally sharable, but during the first 24 months of membership, a Confirmation of No Prior Existence of Condition statement may be required.

**(l) Genetic Defects.**

Genetic Defects are sharable when at least one of the following is true:

- i. Neither the condition nor a symptom of the condition was discovered until after the then-current and continuously maintained membership had begun;
- ii. The condition has not required treatment or produced harmful symptoms, and has not deteriorated for at least five years;
- iii. The condition exists in a person who has been included in a membership from birth, and the member was included in a membership prior to the pregnancy; or
- iv. If the condition exists in a person who was adopted, the person has been included in a membership since the adoption, and the adopting parents were unaware of the condition at the time the adoption was finalized.

**(m) Heart Conditions.**

Heart Conditions are sharable unless related to a heart condition you had prior to becoming a member, and it does not come within the exceptions described in Section X.i. During the first 24 months of membership, a Confirmation of No Prior Existence of Condition statement may be required.

**(n) Hemorrhoids.**

Hemorrhoids are generally sharable, but during the first 24 months of membership, a Confirmation of No Prior Existence of Condition statement may be required.

**(o) Hereditary Diseases.**

Hereditary Diseases are sharable under the same conditions as Genetic Defects.

**(p) Hernia.**

A Hernia is generally sharable, but during the first 24 months of membership, a Confirmation of No Prior Existence of Condition statement may be required.



**(q) High Blood Pressure.**

As long as you have not been treated in a hospital for high blood pressure in the past four years, and you have been able to effectively and continuously control this condition through medication or diet, an incident that begins after your membership begins is sharable.

**(r) Pregnancy/Maternity.**

For a member who has been a Sharing Member continuously for at least twelve (12) months, eligible Maternity expenses are shareable, subject to the applicable Annual Non-Sharable Medical Amount, as follows:

- i. Up to \$5,000 per-pregnancy limit for a normal delivery or a cesarean section that is not medically necessary (whether for a single or multiple birth pregnancy), including but not limited to charges and expenses arising from physician care, hospital or birthing center admissions, attendance by midwives, or home deliveries accompanied by a midwife or physician.
- ii. Up to \$8,000 per-pregnancy for Maternity ending in a delivery by cesarean section that is medically necessary because of complications that arise at the time of delivery (whether for a single or multiple birth pregnancy).
- iii. Up to \$50,000 or the Program's Annual Sharing Limit per pregnancy for Maternity ending in a natural delivery or cesarean section, for combined expenses for the member and newborn arising from complications at the time of delivery that threaten the life of the member or infant and requiring care or services not normally rendered at the time of delivery (whether for a single or multiple birth pregnancy).
- iv. In the case of an ectopic pregnancy diagnosed before a rupture, expenses eligible for sharing include costs of pre-operative tests, consultations and other expenses for keeping the member under medical care while determining what care should be offered for the Member and Child. In the case of an ectopic pregnancy that results in a ruptured fallopian tube, expenses eligible for sharing include surgery, post-operative recovery of the member, follow-up care, and treatment of any complications.

In the case of an ectopic pregnancy, expenses eligible for sharing will be subject to the applicable per-Medical Incident limit, inclusive of costs of pre-operative tests, consultations and other expenses for keeping the member under medical care while determining what care should be offered and, in the case of an ectopic pregnancy that results in a ruptured fallopian tube, surgery, post-operative recovery of the member, follow-up care, and treatment of any complications.

**(s) Pre-Natal Care Visits.**

Visits for standard pre-natal care are generally sharable, subject to applicable visit limits.

**(t) Prostate Conditions.**

Prostate Conditions are generally sharable, but during the first 24 months of membership, a Confirmation of No Prior Existence of Condition statement may be required.

**(u) Psychiatric Medication Management**

Up to four visits with a Primary Care Practitioner or appropriate mental health professional for the monitoring and management of medications prescribed for mental health conditions such as anxiety, depression, bipolar disorder, and ADHD are sharable and subject to the Consultation Fee.

**(v) Sexually Transmitted Diseases (STDs).**

HIV, AIDS, or other STDs contracted due to the actions of others (e.g., blood transfusions or medical procedures) will be shared. We do not share needs for sexually transmitted diseases, including the HIV

virus and/or AIDS, when contracted through irresponsible behavior such as sharing hypodermic needles for legal or illegal drugs. It is the member's responsibility to explain how the disease was contracted.

(w) **Sleep Apnea.**

Sleep Apnea is generally sharable, but during the first 24 months of membership, a Confirmation of No Prior Existence of Condition statement may be required.

**iii. Medical Expenses Sharable Under Limited Circumstances.**

(a) **Injuries Caused by Motor Vehicle Accidents.**

Most needs for motor vehicle related injuries are generally shared, but there are exceptions that are described below. For purposes of these Guidelines, any vehicle with a motor or engine that is used for transportation, work, or recreation is a "Motor Vehicle," any person driving, riding or otherwise controlling a Motor Vehicle is the "Operator," and any person other than the Operator riding in, on or being pulled by a Motor Vehicle is a "Passenger." Before any medical expenses for Motor Vehicle related injuries will be considered for sharing, they must first be submitted to any party that is responsible for the accident or liable for damages resulting from the accident.

(b) **Accidents where you are not an Operator or Passenger.**

Needs for injuries caused by or incurred in a Motor Vehicle accident where you were not an operator or passenger (e.g., you were a bystander, pedestrian, bicyclist, etc., when injured) are sharable, but only to the extent the costs at issue are not the responsibility of any insurance carrier or liable party.

(c) **Accidents where you are an Operator or Passenger.**

Needs for injuries caused by or incurred in a Motor Vehicle accident in which you were an operator or passenger of an on-road or off-road Motor Vehicles (including cars, trucks, motorcycles, tractors, farm implements, construction equipment, go-karts, four-wheel or six-wheel ATVs, golf carts, personal moving devices, and all types of motorized watercraft and aircraft) will be sharable, to the extent the costs at issue are not the responsibility of any insurance carrier or liable party, but only if: (a) the Operator(s)/rider(s) were driving, riding or operating the vehicle off-road or on a public roadway that permits Motor Vehicles of the type involved in the accident; (b) the Operator and Motor Vehicle were validly insured as required by law; (c) the Operator(s)/rider(s) and Motor Vehicle were not engaged in racing or stunt competition and were not operating the Motor Vehicle recklessly; and (d) the Operator(s)/rider(s) were not operating the Motor Vehicle under the influence of alcohol, any recreational drug, any prescription drugs that bear a warning against operating a Motor Vehicle or heavy machinery, or any illegal substance as defined by applicable law.

(d) **Accidents involving three-wheel vehicles or snowmobiles where you are an Operator or Passenger.**

Expenses from injuries related to accidents involving three-wheel vehicles or snowmobiles in which you were an operator or passenger are not sharable, whether off-road or on-road, even if local law allows three-wheel vehicles or snowmobiles to travel on public roads.

(e) **Occupational or Work-Related Injuries.**

Expenses arising from the care and treatment of an Illness or Injury that is occupational, or that arises from work for wage or profit, including self-employment, are generally not eligible for sharing. However, provided such Illness or Injury results from legal employment, they will be considered for sharing if:

- a) The State in which the injuries occurred has no Worker's Compensation laws or insurance requirements; or



- b) The State laws proscribing participation in the Worker's Compensation system of that State do not allow the business owner and/or enterprise from participating in Workers Compensation. Documentation of such exemption may be required.

#### ***iv. Conditional Member Expenses.***

Members with certain pre-existing conditions that are responsive to lifestyle changes may be accepted into the membership based on a mutually agreed upon treatment plan between the Conditional Member and Universal HealthShare. Conditional Members are assigned a health coach to monitor and encourage personal progress toward health goals. Health coaching sessions and related costs, including administrative fees charged by Universal HealthShare, in its reasonable discretion, shall be paid for by the Conditional Member by remitting a monthly amount set, and revised from time to time, by Universal HealthShare. Certain expenses associated with that customized treatment plan may be eligible for sharing based upon review and case by case determination by Universal HealthShare, to include, but not be limited to, smoking cessation, weight loss or dietary control, diabetic testing supplies, or other program costs that may be eligible for sharing as an incentive to lifestyle change. The normal pre-existing condition guidelines may be altered at the discretion of Universal HealthShare to encourage participation in the Conditional Membership program as conducted, revised and implemented by Universal HealthShare.

## **VIII. UHF / Curam Wellness Center™**

The UHF / Curam Wellness Center™ (“UHF Curam”) is a feature included in your Prosper sharing program. UHF Curam is designed to assist members throughout their health and wellness journey.

- Through a variety of care assistance programs, the goal of UHF Curam is to meet you where you are in your health journey and be there for you at your point of need.
- Through UHF Curam, a live representative can help you navigate the challenges of the health care system and support your use of UHF health programs. UHF Curam aspires to provide convenience and clarity and seeks to connect you to the resources you need and that are provided for within your UHF program.
- UHF Curam can connect you with a growing list of health and wellness programs including nutritional programs and caregiver support as well as help you with understanding hospital financial assistance policies and completing applications for free or reduced cost care.
- UHF Curam connects you to the resources needed to support the best you.

## **IX. Telemedicine**

**Unlimited 24-hour telemedicine access with \$0 consultation fees** is a feature included in your Prosper sharing program. Offered through our partnership with FlexCare, telemedicine gives you immediate access to board-certified doctors for medical conditions. Medical services provided include:

- Common cold
- Allergies
- Constipation
- Cough

- Diarrhea
- Ear Problems
- Fever
- Flu
- Headache
- Insect Bites
- Nausea
- Vomiting
- Pink Eye
- Rash
- Respiratory Problems
- Sore throat
- UTI (for adult females, 18+)
- and more

You can speak to your telemedicine professional via a phone call, through a mobile app, or online video. It's the fastest, most convenient, and often the lowest cost way for you to access medical care. If you have never tried telemedicine before, we encourage you to explore this option. It can help you keep your health care costs low – and that's a great thing for you and your fellow sharing program members.

**If you are experiencing a medical emergency, do not access telemedicine. Instead, go immediately to an urgent care center, hospital emergency room, or dial 911 and ask for medical emergency services, depending on the severity of your emergency.**

## **X. Pre-Existing Conditions & Other Ineligible Expenses**

### ***i. Pre-Existing Conditions.***

All rules related to Pre-Existing Conditions referenced in the Guidelines apply to the UHS Prosper Programs, subject to the following exception:

Conditions that exist at the time of enrollment that have evidenced symptoms and/or received treatment and/or medication within the 24 months prior to enrollment are not eligible for sharing except where specifically noted within these Sharing Guidelines. During the third year of continuous membership, medical expenses for a pre-existing condition are eligible for sharing up to \$50,000 per year, subject to all other applicable sharing rules and limitations. After three years of continuous membership, the condition may no longer be considered pre-existing for sharing purposes. For certain conditions listed in Section VII.ii., a statement signed by both the member and the doctor must be submitted, verifying that the condition did not exist prior to membership, or that the member went at least 48 months (up to 60 months for some conditions, such as cancer) without symptoms, treatment and medication subsequent to the time the condition last occurred or existed occurred prior to the individual becoming a member ("Confirmation of No Prior Existence").

#### **(a) Exception for Certain Screening or Monitoring Office Visit Expenses.**

Office visit charges for screening and monitoring of pre-existing conditions are eligible for sharing.

**(b) Exception for Cured Prior Conditions After 36 Months Symptom and Treatment Free.**

Needs that result from a condition that existed prior to membership (i.e., a condition that was either known or producing observable symptoms) are only sharable if the condition has appeared to be cured and at least 36 months have passed without any symptoms (including benign symptoms, and symptoms the cause of which are not known or were misdiagnosed), treatment or medication. Tests and Confirmation of No Prior Existence may be required to verify the lapse and continued absence of symptoms, treatment, and medication. Notwithstanding the above statements, for hereditary diseases, genetic defects, heart conditions and cases of related cancers, the exception to the Pre-Existing Condition exclusion will require at least 60 months to have passed without any symptoms (including benign symptoms, and symptoms the cause of which are not known or were misdiagnosed), treatment or medication.

**IMPORTANT NOTE:** *Even if a condition at some time appeared to have been cured, there may still be a subsequent relapse or complication that is a result of the original condition. UHF may require a member to provide a written opinion from a physician including an unqualified statement that a current need was not caused by a prior condition that previously appeared or was thought to have been cured.*

**(c) Exception for Conditions Stabilized and Four Years Symptom Free.**

A condition will not be considered as existing before membership, even though it may be known that it is not “cured,” if the member can clearly document that for a period of not less than four continuous years immediately preceding the effective date of their membership or sometime thereafter:

1. The condition had neither required treatment nor been treated, and there was no need for future treatment indicated, prescribed, planned or anticipated;
2. The condition had not produced any harmful symptoms (i.e., symptoms that were not purely benign); and
3. The condition did not deteriorate or negatively progress in any way.

New members are strongly encouraged to have the condition evaluated by their physician at the time of becoming a member to document that it has not deteriorated since the previous evaluation, or to establish a baseline. A Provider/Patient Statement will be required at the time bills for a need related to such a condition are submitted for sharing.

**(d) Exceptions for Diabetes, High Blood Pressure, and Cholesterol Level.**

***(i) Type 1 Diabetes.***

Needs resulting from Type 1 diabetes, also known as “juvenile onset diabetes” (a condition where the body produces insufficient insulin), which condition existed prior to membership will not be shared even if the member has gone or goes for 12 months without symptoms, treatment, or medication.

***(ii) Type 2 Diabetes.***

Type 2 Diabetes, also known as “non-insulin dependent diabetes,” will not be considered a condition existing prior to membership if you have gone 12 months symptom free, and you have not been treated at a medical facility or a practitioners office (other than diagnostic testing) for Type 2 Diabetes or associated complications in the past 12 months, and the condition is controlled through diet, lifestyle adjustments, or medication (excluding insulin) while maintaining your Hemoglobin A1C test level at seven percent or lower throughout this period. In the event there are any needs requests in support of the Type 2 Diabetes condition, documentation of these test results must be provided to the office.

***(iii) High Blood Pressure Exception.***

High blood pressure will not be considered a “condition existing prior to membership” even if you have not gone 12 months symptom free, as long as you have not been treated at a hospital for high blood pressure

in the past four years, and you are able to control the condition through medication or diet. Medication for treatment for a chronic condition will not be shared.

**(iv) Arteriosclerosis.**

Elevated cholesterol is not by itself considered a pre-existing condition, nor is it the mere fact that a person is taking a prescribed statin drug. However, if the prescription is for diagnosed arteriosclerosis for a particular location (e.g., heart, carotid artery), that condition would be pre-existing as to that location.

**ii. Medical Expenses NOT Eligible for Sharing.**

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

**(a) Abortion.**

Services, supplies, care or treatment in connection with an abortion, except under specific circumstances (see Section VII.ii. for details).

**(b) ADD/ADHD/SPD and Similar Chemical Imbalances.**

Treatment of purported chemical imbalances not demonstrable by lab tests, such as for Attention Deficit Disorder, Attention Deficit Hyperactivity Disorder, Sensory Processing Disorder, and similar disorders. This exclusion includes psychiatric medication management except as stated in the General Sharing Requirements, Restrictions, Limitations & Maximums section.

**(c) Alcohol/Drug-Related Problems.**

Services, supplies, care or treatment to a Sharing Member for an Injury and/or disease and/or bodily malfunction which occurred as a result of that Sharing Member's abuse and/or use of alcohol or drugs/pharmaceuticals, including Drug and/or Alcohol Rehabilitation Treatment.

**(d) Alternative Medicine and Non-Conventional Treatments.**

An "alternative medical treatment" or "non-conventional treatment" is a treatment proposed by a member for a condition lawfully diagnosed by a licensed medical professional, but which treatment was not prescribed by the member's provider. Expenses of Alternative Treatment are generally not sharable; provided, however, that eligibility for sharing of such expenses may be considered on a case by case basis if you submit a written request and explanation that includes the details of the proposed treatment with citations to the source of the information, the length of time it is anticipated the treatment will continue, and why the proposed treatment is not being prescribed by their Physician. After review of such a request and explanation Universal HealthShare may, in its sole discretion, approve sharing based on factors such as the less invasive nature of the proposed treatment compared to conventional treatment, demonstration that such treatment will prevent or eliminate the need for more costly conventional treatments, the degree of consistency of the proposed treatment with conventional treatment and current medical knowledge. If any such sharing is approved, it may be subject to preconditions for sharing the expenses that the Member will have to accept and satisfy.

**(e) Anti-Aging or Aging "Reversal."**

Treatments and devices for the normal changes or declines in bodily functions that typically occur with age (e.g., sexual aids, eyeglasses, hearing aids, dentures, etc.) are generally not sharable. When there is a loss of function due specifically to disease or injury, treatment will generally be sharable, subject to all other Guideline limitations.

**(f) Armed Conflict.**

Injuries or illness resulting from a member's participation as a combatant in an armed conflict, but not including actions taken purely in self-defense or in defense of an immediate family member, are not sharable.

**(g) Breast Implants.**

The placement, replacement or removal of breast enhancement devices and complications related to breast implants unless related to reconstructive mammoplasty as a result of breast cancer.

**(h) Charges before or after Active Membership.**

Medical care, treatment or supplies for which a charge was incurred before a person was a Sharing Member or after membership ceased or became inactive.

**(i) Civil Disobedience/Protests/Riots.**

Injuries or illness resulting from or occurring during participation in an act of civil disobedience, demonstrating, protesting or rioting will not be sharable.

**(j) Complications of non-eligible treatments.**

Care, services or treatment required as a result of complications from a treatment not eligible for sharing.

**(k) Cosmetic Procedures.**

Cosmetic care or treatment is ineligible for sharing, including but not limited to, pharmacological regimens; nutritional procedures or treatments; cosmetic surgery, plastic surgery; salabrasion, chemosurgery and other such skin abrasion procedures associated with the removal or revision of scars, tattoos or actinic changes; provided, however, that medical care and treatment provided for disfiguration caused by amputation, mastectomy, disease or accident, may be eligible for sharing under specific circumstances (see Plastic Surgery for details).

**(l) 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.

**(m) Contraceptives/Birth Control.**

Pharmaceuticals, devices and other items prescribed or used primarily for contraception/birth control, and procedures performed for purposes of preventing conception, are not sharable. **Note:** *Please review separate pharmacy program materials to see if you are eligible for a prescription program or already have a prescription program included in your sharing program.*

**(n) 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; provided, however, that damage to natural teeth that occurs while eating (e.g., breaking a tooth on a popcorn kernel or olive pit) is not sharable.

**(o) Durable Medical Equipment.**

The purchase, rental or replacement of durable or reusable equipment or devices, including, but not limited to, orthotics, hearing aids, tubing, masks and their associated expenses.

**(p) Excess Charges.**

The part of an expense for care and treatment of an injury or illness that is in excess of the Usual, Customary and Reasonable Charge, which amount is not shared among Universal HealthShare Members. Universal HealthShare has the discretion to decide, based on techniques, criteria and standards established or adopted by Universal HealthShare, whether a charge is Usual, Customary and Reasonable. Universal HealthShare advocates on behalf of Sharing Members against any health care service provider demanding payment of such Excess Charges.

**(q) Exercise Programs.**

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

(r) **Experimental, Investigational, Unproven or Unapproved Services.**

Care and treatment that is either Experimental, Investigational or Unproven, or that has not been approved by the American Medical Association, FDA, or other industry recognized authoritative bodies, or that is illegal by U.S. law. Eligibility for sharing of such expenses may be reviewed on a case-by-case basis.

(s) **Euthanasia/Assisted Suicide.**

Expenses for intentionally terminating or assisting with the termination of a human life are not sharable.

(t) **Eye Care.**

Eye exercise therapy, radial keratotomy or other eye surgery to correct near-sightedness. Also, routine eye examinations, including refractions, lenses for the eyes and exams for their fitting. This exclusion does not apply to the initial permanent lenses following cataract removal.

(u) **Failure to Follow Medical Advice.**

Expenses for care and treatment of an injury or illness, the need for which was the result of a failure to follow medical advice or an unreasonable delay in following medical advice.

(v) **Genetic Testing.**

Genetic Testing including the process of analyzing cells or tissue to look for changes in genes, chromosomes, or proteins that may be a sign of a disease or condition, such as cancer, is not eligible for sharing. This includes pre-symptomatic and predictive testing, carrier testing, pharmacogenetics, prenatal testing, newborn screening, and preimplantation testing.

(w) **Goods and Services Purchased from Relatives.**

Purchases of Services from a relative of the Member will not be considered for sharing unless it is documented and verified that the Services were provided at cost and at a price determined by UHF to constitute Fair and Reasonable Consideration.

(x) **Hair Loss.**

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

(y) **Hearing Aids and Exams.**

Charges for services or supplies in connection with routine hearing exams, hearing aids, or exams for their fitting.

(z) **Hazardous Hobbies.**

Care and treatment of an injury or illness that results from engaging in a hazardous hobby. A hobby is hazardous if it is an activity which is characterized by a constant or recurring threat of danger or risk of bodily harm. Examples of hazardous hobbies include, but are not limited to, rock/cliff climbing, spelunking, scuba diving, skydiving, bungee jumping, hang gliding, kite surfing, paragliding, base jumping and all other extreme sports.

(aa) **Hemophilia.**

No form of Hemophilia is sharable.

(bb) **Home Health Care.**

Skilled care services at home are generally not sharable, provided, however, that sharing may be approved for up to 30 days of care by a Home Health Care Agency for each related Medical Incident provided Universal HealthShare determines, in its sole discretion, that such home care reduces the expected medical expense and replaces hospital or nursing home services.

(cc) **Homeopathic.**

Homeopathic treatments and prescriptions are not sharable.

**(dd) Hysterectomy.**

Expenses related to a Hysterectomy are eligible for sharing only when a second opinion is received from a physician approved by Universal HealthShare. The physician rendering a second opinion must examine the patient prior to surgery and must find that a hysterectomy is medically necessary. The Sharing Member must pre-notify Universal HealthShare prior to surgery for referral to the second physician.

**(ee) Hospital Employee Services.**

Professional services billed by a Physician or nurse who is an employee of a Hospital or Skilled Nursing Facility and is paid by the Hospital or facility for the services.

**(ff) Illegal Acts.**

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 felonious behavior; including but not limited to illegal drug activity, crimes against persons, crimes against property and gun offenses.

**(gg) Impotence.**

Surgical and non-surgical services for the treatment of impotence.

**(hh) Infertility.**

Diagnostics, testing, surgical repair, non-surgical repair, surgical impregnation, in vitro fertilization or other procedures and Prescription Drugs for the treatment of infertility are not sharable.

**(ii) Interest/Late Charges/Penalties.**

Costs incurred for interest charges, late charges or penalties from any Provider are not sharable. Interest or finance charges from a credit card or lending institution that a Member borrows from to pay medical bills are also not sharable, unless borrowing to make payment is required for and actually results in a substantial savings or discount of 30% or more for early or timely payment (limited to not more than three months interest and subject to prior authorization).

**(jj) Long-Term Care.**

Nursing home and other long-term care is not sharable. Separately charged, non-routine medical services while in long-term care are sharable, subject to all applicable Program limitations and conditions set forth in these Guidelines.

**(kk) Mental Health Services.**

Charges for psychiatric or psychological counseling, mental disability, learning disability, bereavement counseling, biofeedback therapy, psychological testing, treatment, medication, and hospitalization. This exclusion includes psychiatric medication management except as stated in the General Sharing Requirements, Restrictions, Limitations & Maximums section.

**(ll) Naturopathic Care.**

Naturopathic adjustments, manipulations, and other treatments are generally not sharable; provided, however, that treatments lawfully provided by a licensed Doctor of Naturopathy that meet all of the following criteria under Section VII.i. may be sharable. Naturopathic adjustments, manipulations, and similar treatments that are sharable and subject to the day limits are detailed in Section VII.i.

**(mm) Negligent Acts.**

Expenses resulting from an Illness or Injury as to which the Sharing Member has acted with negligence or with reckless disregard to safety, as evidenced by medical records and as determined by Universal HealthShare.

**(nn) Non-Emergency Hospital Admissions on Fridays or Saturdays.**

Care and treatment billed by a Hospital for non-emergency admissions on a Friday or a Saturday; provided, however, that this limitation may not apply if surgery is performed within 24 hours of admission.

**(oo) Non-Emergency Transportation.**

Expenses resulting from transportation by ambulance for conditions that will not seriously jeopardize the Sharing Member's health or life are not eligible for sharing. Also, the additional expense for transportation to a facility that is not the nearest facility capable of providing medically necessary care is not eligible for sharing.

**(pp) Non-Emergency Use of Emergency Room.**

Emergency room care and treatment billed by a Hospital for services provided in the absence of an Emergency Situation, as determined in the sole discretion of Universal HealthShare.

**(qq) Non-Medical Expenses.**

Expenses not directly related to provided medical services are not sharable (e.g., phone charges, cots and/or meals for visitors, etc.).

**(rr) No Obligation to Pay.**

Charges incurred for which the Sharing Member has no legal obligation to pay.

**(ss) Not a Medically Necessary Service.**

Care and treatment that does not meet the criteria of a Medically Necessary Service or is not specified as a Medically Necessary Service, or care, treatment, services or supplies not recommended and approved by a Physician; or treatment, services or supplies when the Sharing Member is not under the regular care of a Physician. Universal HealthShare reserves the right to review billing submitted by providers for payment, and upon review by a qualified medical professional, decline to share expenses deemed to be Not a Medically Necessary Service.

**(tt) Nutritional Supplements.**

Nutritional products, supplements, consultations, education and educational materials are not eligible for sharing.

**(uu) Nutritionist.**

Services of nutritionists and dietary consultants are not eligible for sharing unless they are licensed or certified to provide the service, and the service is prescribed by a licensed medical professional or, if the member is hospitalized, prescribed by a member of the hospital staff.

**(vv) Prophylactic Surgery.**

Removal of healthy organs or tissue as a prophylactic measure (e.g., to avoid disease for which a Member is believed to be at increased risk based on gene mutations) is generally not sharable.

**(ww) Prescription Drugs and Other Medications.**

Prescription drugs and other medications are not sharable, except for (1) prescription drugs provided by a Hospital as part of inpatient treatment or provided by a Facility during an outpatient surgical procedure, or (2) prescription drugs administered by a Physician during an office visit that otherwise would have been provided by a Hospital as part of inpatient treatment or provided by a Facility during an outpatient surgical procedure, but is more cost effective and for which the Maximum Eligible Amount shareable is reduced as a result of having been administered by a Physician during an office visit rather than in a Hospital or Facility. Members are provided with a discount pharmacy plan card to help reduce the cost of medication. **Note:** *Please review separate pharmacy program materials to see if you are eligible for a prescription program or already have a prescription program included in your sharing program.*

**(xx) Pre-Employment and Pre-School/Athletic Physicals.**

Pre-Employment, Pre-School/Athletic Physicals are not sharable if outside a normal schedule of wellness and preventive care provided by the patient's regular physician.

**(yy) Organ/Tissue Donation.**

Expenses related to organ or tissue donation are not sharable.

**(zz) Outpatient prescribed or non-prescribed medical supplies.**

Outpatient prescribed or non-prescribed medical supplies including, but not limited to, over-the-counter drugs and treatments, elastic stockings, tubings, masks, ostomy supplies, insulin infusion pumps, ace bandages, gauze, syringes, diabetic test strips and similar supplies.

**(aaa) Personal comfort items.**

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

**(bbb) Plastic Surgery.**

Medical care and treatment provided for disfigurement caused by amputation, mastectomy, disease or accident, including reconstructive mammoplasty as a result of breast cancer or similar procedure performed by a general surgeon, is eligible for sharing. Any other plastic surgery or cosmetic care or treatment is ineligible for sharing, including but not limited to, pharmacological regimens; nutritional procedures or treatments; cosmetic surgery; salabrasion, chemosurgery and other such skin abrasion procedures associated with the removal or revision of scars, tattoos or actinic changes.

**(ccc) Professional Racing or Competitive Events.**

Charges for treatment of injuries or illness while racing or competing as a professional. Professional racing means that such activity is one's primary vocation and means of financial support. Professional racing and competitive events include, but are not limited to, automobile, motorcycle, watercraft, ski or rodeo races or competitions.

**(ddd) Relatives Providing Services.**

Professional services performed by a person who ordinarily resides in the Member's home or is related to the Member as a Spouse, parent, Child, brother or sister, whether the relationship is by blood or exists in law.

**(eee) Replacement Braces.**

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

**(fff) Self-Inflicted Injuries.**

Any medical expense due to injuries that are self-inflicted or otherwise intentionally caused to oneself by a Member over the age of 12, while sane or insane, are not sharable.

**(ggg) Sex Changes.**

Care, services or treatment for non-congenital transsexualism, gender dysphoria or sexual reassignment or change. This includes medications, implants, hormone therapy, surgery, or medical or psychiatric treatment.

**(hhh) 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.

**(iii) Surgical Sterilization or Reversal.**

Charges for care and treatment for, or reversal of, surgical sterilization, including vasectomy and tubal ligation, are not eligible for sharing unless performed to treat a medical condition.

**(jjj) Surrogacy.**

Expenses related to a surrogate pregnancy are not sharable.



**(kkk) Temporomandibular Joint Dysfunction (TMJ).**

Charges for care and treatment of, for, related to, or in connection with Temporomandibular Joint Dysfunction are not sharable.

**(III) Travel or accommodations.**

Charges for travel or accommodations, whether or not recommended by a Physician, are not sharable; provided, however, that reasonable travel, transportation, and accommodations will be considered for sharing if a significant savings will result from traveling to obtain the medical care in question (contact UHF Member Services to request consideration of such expenses for sharing).

**(mmm) Violations of Statement of Shared Faith and Beliefs.**

Needs arising from conduct inconsistent with the UHF Statement of Shared Faith and Beliefs or other Membership requirements or occurring when a member is not meeting the Membership requirements, are not sharable.

**(nnn) War.**

Any cost incurred that is due to any declared or undeclared act of war, act of terrorism or military activity.

**(ooo) Weight Reduction Procedures/Programs/Products.**

Surgical procedures done primarily for weight reduction (e.g., insertion of staples or balloons in the stomach, jaw wiring, etc.) and weight loss programs, diet centers, weight reduction clinics, and meal plans, etc., are not sharable.

## **XI. Pre-Notification, Pre-Certification and Second Opinions**

### ***i. Pre-Notification.***

Pre-Notification is a means of monitoring services for Medical Necessity to help ensure cost-effective care. Pre-Notification can eliminate unnecessary services, hospitalizations, while also allowing the UHF / Curam Wellness Center to help choose a facility that may result in lower expenses shared by the members and reduce the amount of charges that will be the member's responsibility. Certification of Medical Necessity by the Pre-Notification Staff does NOT establish eligibility for sharing or guarantee that your needs will be met. To be considered for cost sharing, all inpatient hospital admissions and other treatment and services listed below MUST be notified IN ADVANCE (Pre-Notification) by calling the Pre-Notification number on the back of the membership card (or Member Support if not detailed on the card), except for emergencies. The Sharing Member, their Physician, or their representative should call the Pre-Notification number on the back of the membership card (or Member Support if not detailed on the card) at least seven (7) days prior to admission, treatment, or receipt of services. For Pre-Notification, call the toll-free Member Support number on your Universal HealthShare Membership Card. It is the responsibility of the Sharing Member to make sure that the Pre-Notification staff is contacted. To be eligible for cost sharing, Pre-Notification is required for the following:

- All Inpatient Hospital Confinements (including Hospital, Skilled Nursing, Inpatient Rehabilitation Facility and Hospice)
- All Surgical Procedures – Inpatient, Outpatient and Ambulatory Surgical Center
- All Invasive Cardiac Procedures
- Allergy Testing over \$500 in expected charges per program year
- Imaging (MRI, CT Scan, MRA, PET Scan)



- Organ/Tissue Transplant Services
- Cancer Treatment/Oncology Services
- Home Health Care Services
- Carpal Tunnel Treatment

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

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

To determine eligibility for sharing, all Emergency admissions are reviewed retrospectively to determine if the treatment received was Medically Necessary, appropriate, and was for Emergency Services. The information that must be provided to the Pre-Notification staff may include, but is not limited to, the following:

- Member's ID number, name and date of birth
- Procedure codes, up to a maximum of 10 per notification request
- Date of proposed admission or procedure, if applicable
- Diagnosis codes (primary and secondary), up to a maximum of six per notification request
- Service location – inpatient or outpatient
- Tax ID number of treatment facility (where service is being rendered)
- Tax ID number of the provider performing the service
- Applicable ICD diagnosis code
- Caller's telephone number
- Attending physician's telephone number
- Date of actual service or hospital admission (in cases where Pre-Notification staff is being contacted after an emergency Hospital or Maternity admission)

## ***ii. Pre-Certification.***

These medical conditions require **Pre-Certification** to confirm medical necessity *over and above pre-notification*, including a requirement to get a second medical opinion. These conditions are:

- Transplant of any organ or tissue
- Coronary bypass or graft of any kind
- Knee or hip replacement

These conditions must be pre-certified before they can be considered for eligibility for sharing. To begin pre-certification, call our Member Support team. They will instruct you on the process to follow. All eligibility rules still apply.

## ***iii. Second Surgical Opinions.***



If a Physician recommends surgery for a Member, the Member may request a **Second Surgical Opinion** as to whether the surgery is Medically Necessary. Universal HealthShare may require the Member to obtain a second opinion, at its sole discretion.

In addition, Universal HealthShare recommends that a second opinion be obtained prior to the following Surgeries and in most instances will require a second opinion before proceeding with the following procedures:

- Adenoidectomy
- Bunionectomy
- Cataract removal
- Coronary Bypass
- Cholecystectomy (removal of gallbladder)
- Dilation and curettage
- Hammer Toe repair
- Hemorrhoidectomy
- Herniography
- Hysterectomy
- Laminectomy (removal of spinal disc)
- Mastectomy
- Meniscectomy (removal of knee cartilage, including arthroscopic approach)
- Nasal surgery (repair of deviated nasal septum, bone or cartilage)
- Prostatectomy (removal of all or part of prostate)
- Release for entrapment of medial nerve (Carpal Tunnel Syndrome)
- Tonsillectomy over age 25
- Varicose veins (tying off and stripping)

When a second opinion is required by a Universal HealthShare Program, or requested by the Member and approved by Universal Health Fellowship, Eligible Medical Expenses will be sharable up to the Maximum Allowable Charge Incurred for that opinion along with laboratory, x-ray and other Medically Necessary services ordered by the second Physician that are required for the second opinion. Second opinions for Cosmetic Surgery, normal obstetrical delivery and Surgeries that require only local anesthesia are not shared. If the second opinion does not concur with the first, Eligible Medical Expenses will be sharable for a third opinion as outlined above for a second opinion. The second or third opinion must be given within 90 days of the first.

In all cases where a second opinion is requested, the original recommendation for Surgery must have been obtained from a Physician licensed in the medical specialty under which the recommended Surgery falls. A Physician consulted for a second opinion must be licensed in the same medical specialty and may not be a partner, associate, or affiliate of the original Physician. A Physician consulted for a third opinion must be licensed in the same medical specialty and may not be a partner, associate or affiliate of the original Physician of the Physician who rendered the second opinion.

## **XII. Miscellaneous**

### ***i. Case Management.***



In cases where the Sharing Member's condition is expected to be, or is, of a serious nature, Universal HealthShare may arrange for case management/alternative care services to be performed. Universal HealthShare may alter or waive the normal provisions of the Guidelines when it is reasonable to expect a cost-effective result without a sacrifice to the quality of care. The use of case management or alternate treatment is always voluntary to the Sharing Member; however, the failure to participate may affect eligibility for sharing.

## **ii. Other Sources of Medical Expense Payment.**

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

### **(a) Members' Cooperation.**

If the Sharing Member does not cooperate fully and assist Universal HealthShare in determining if his/her need is discountable or payable by another liable party, the need will become not eligible for sharing. Please note that it is the official policy of Universal HealthShare to never require or ask a Sharing Member to seek assistance from government taxpayer supported aid programs.

### **(b) Sources.**

Other sources include but are not limited to all private insurance and governmental and institutional insurance including, but not limited to, Medicare, Medicaid, Veterans Administration, Champus, and Worker's Compensation. If the Sharing Member is 65 years of age or older, this limitation also includes needs that are payable by Medicare Parts A, B, C and/or D, whether the Sharing Member is enrolled in Medicare or not.

### **(c) Liable Third Party.**

To the extent that such expenses are paid by insurance, Medicare, Worker's Compensation, Medicaid and other liable third party or other source, such expenses will be regarded as not eligible for sharing. To the extent that members then share in expenses that may be the responsibility of a liable third party, the member is obliged to cooperate with any documentation or information needed to facilitate reimbursement to the members. To the extent that such expenses are then subsequently paid by insurance, Medicare, Workers Compensation, Medicaid, or any other liable third party or source, the Sharing Member is responsible for reimbursing the members for any payment subsequently received from another source which was previously shared among the members and paid.

## **iii. Payment of Eligible Share Amounts After Death.**

If a Sharing Member, at the time of his or her death, has outstanding Eligible Medical Expenses that have not been shared at the time of death, the following provisions apply:

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



be shared, and payment shall be directed to the deceased Sharing Member's estate, or pursuant to an order of the applicable Court with probate jurisdiction.

## **XIII. Sharing Decision Appeals & Dispute Resolution**

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

If a determination is made with which the Sharing Member disagrees and believes there is a logically defensible reason why the initial determination is wrong, then the Sharing Member may file an appeal (or a provider may file an appeal on behalf of the Sharing Member).

### ***i. Appeals.***

Most differences of opinion can be resolved simply by calling Universal HealthShare. A Member Support Representative will try to resolve the matter within 10 working days. If you have any questions about how to process appeals, please call the UHF Member Support phone number on your membership card or contact [customerservice@universalhealthfellowship.org](mailto:customerservice@universalhealthfellowship.org).

#### **(a) 1<sup>st</sup> Level Appeal.**

If the Sharing Member is unsatisfied with the determination of the Member Services Representative, then the Sharing Member or a provider on behalf of a member may request a review by the Needs Processing Manager. The appeal must be in writing, stating the elements of the dispute and the relevant facts. Importantly, the appeal should address all the following:

- What information does Universal HealthShare have that is either incomplete or incorrect?
- How do you believe Universal HealthShare has misinterpreted the information already on hand?
- What provision in the Universal HealthShare Guidelines do you believe Universal HealthShare applied incorrectly?

Within thirty (30) days, the Needs Processing Manager will render a written decision.

#### **(b) 2<sup>nd</sup> Level Appeal.**

Should the matter still stay unresolved due to challenges to medical necessity, then the aggrieved party may ask that the dispute be submitted to an external, independent third party who was not involved in the original determination. The external, independent third party will review contested matters and shall render their opinion in writing within thirty (30) days.

#### **(c) Final Level Appeal.**

If the Sharing Member is unsatisfied with the appeal determination, then the Sharing Member may request a review by the Universal Health Fellowship Board of Directors. The appeal must be in writing, stating the elements of the dispute and the relevant facts. Within thirty (30) days, the Universal Health Fellowship Board of Directors will render a decision which will be communicated to the Sharing Member in writing.

## **ii. Mediation and Arbitration.**

If the aggrieved Sharing Member disagrees with the conclusion of the Final Appeal, then the matter shall be settled by mediation and, if necessary, legally binding arbitration in accordance with the rules of the American Arbitration Association. Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. Sharing Members agree and understand that these methods shall be the sole remedy for any controversy or claim arising out of the Sharing Guidelines and expressly waive their right to file a lawsuit in any civil court against one another for such disputes, except to enforce an arbitration decision. Any such arbitration shall be held in Atlanta, Georgia, subject to the laws of the State of Georgia. Universal HealthShare shall pay the fees of the arbitrator in full and all other expenses of the arbitration; provided, however, that each party shall pay for and bear the cost of its own transportation, accommodations, experts, evidence and legal counsel, and provided further that the aggrieved Sharing Member shall reimburse the full cost of Arbitration should the Arbitrator determine in favor of Universal 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 the American Arbitration Association will be the sole and exclusive procedure for resolving any dispute between individual members and Universal HealthShare when disputes cannot be otherwise settled.

## **XIV. Amendment of Sharing Guidelines**

### **i. 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 Universal Health Fellowship 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.

### **ii. Effective Date of Amendments.**

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 Universal HealthShare, and such edition of the Guidelines shall supersede all other editions of the Guidelines and any other communication, written or verbal.

### **iii. Notification of Changes.**

Sharing Members will be notified of changes to the Guidelines in the normal course of communication with members, but in no case any later than the Member's next Anniversary Month. Notice of material changes to the Guidelines will be given within ninety (90) days or as soon thereafter as reasonably practical.

## **XV. Definitions**

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

**Adult Child** means (i) a Child of a Sharing Member who is over 17 years of age and under 26 years of age; (ii) a Dependent of the sharing member; and (iii) either residing in the same home as the Sharing Member



or in school full time while maintaining the home address of the Sharing Member as their official primary residence.

**Adult Dependent** means a Sharing Member's son or daughter, by birth or legal adoption, over the age of 25 who is a Dependent of the Sharing Member residing in the same home as the Sharing Member and is permanently and totally disabled and mentally or physically incapable of sustaining his or her own living.

**Ambulatory Surgical Center** refers to any public or private State licensed and approved (whenever required by law) establishment with an organized medical staff of Physicians, with permanent facilities that are equipped and operated primarily for the purpose of performing surgical procedures, with continuous Physician services and registered professional nursing service whenever a patient is in the facility, and which does not provide service or other accommodations for patients to stay overnight.

**Anniversary Date** or **Effective Date** means the date on which a Member's participation in a Program began.

**Anniversary Month** means the first calendar month of any accepted applicant's Membership.

**Annual Non-Sharable Amount(s)** is the amount of otherwise eligible medical expenses that must be paid by the Member before any need may qualify for sharing.

**Annual Routine Physical** or **Well Child Exam** means an annual preventative physical examination by a doctor that will typically include a check of vital signs and basic physical measurements (e.g., measurements of the patient's height, weight, body mass index, temperature, blood pressure, heart rate, respiration rate, blood oxygen level, etc.), a review of the patient's personal and family medical history, and an assessment of potential risk factors for preventable diseases (e.g., Type 2 diabetes and depression), and may include a head and neck exam, lung exam, abdominal exam, neurological exam, dermatological exam, extremities exam and reflex testing and submission of urine and/or blood samples for lab testing. For men, an Annual Routine Physical may also include a testicular exam, hernia exam and prostate exam. For women, an Annual Routine Physical may also include a breast exam, pelvic exam, pap test and HPV test. For children, an Annual Well Child Exam may also include charting growth and development, measuring head circumference, and questioning the Child and parent(s) about the Child's behavior, emotional health, self-esteem, intellectual development, exercise habits, sleep patterns, hygiene, nutrition and eating habits.

**Annual Sharing Maximum** or **Annual Sharing Limit** means, as to any Member and Program, the maximum total amount of medical expenses that may be shared for any individual Member in an annual Membership period.

**Applicant** means an adult Sharing Member participating by himself or herself; and/or their spouse, and/or a Child(ren) enrolled by a parent or guardian, who certifies that he/she takes financial responsibility for the Child(ren)'s sharing membership and who signs the enrollment application on behalf of the Child(ren).

**Application Date** means the date Universal HealthShare receives the Membership Enrollment Application with the appropriate dates included.

**Approved Medical Expense** means an Eligible Medical Expense or portion thereof that has been specifically approved by Universal HealthShare for sharing in accordance with the terms of the Sharing Guidelines, subject to satisfaction of the Annual Non-Sharable Amount requirement and all other conditions and limitations of the Program, including any fees or costs incurred by Universal HealthShare to reduce the amount of the relevant Medical Expense Need.



**Assigned Needs** means the specific Medical Expense Needs of another Member or Members that Universal HealthShare assigns to an Active Member for sharing.

**Assignment of Sharing** refers to an arrangement whereby the Program Member assigns their receipt of voluntary Member Shares for Eligible Expenses, if any, in strict accordance with the terms of the Sharing Guidelines, to a Provider. If a provider accepts said arrangement, Providers' rights to receive payment from the self-pay Member for services rendered are equal to those Member Share amounts received by the Member from other Program Members, and are limited by the terms of the Sharing Guidelines. A Provider that accepts this arrangement in lieu of billing the Program Member directly indicates acceptance of the Assignment of Sharing as consideration in full for services, supplies, and/or treatment rendered, acknowledges the adequacy of such consideration, and waives its right to balance-bill the Program Member for any amount greater than the Eligible Shared Amount. If any Provider accepting an Assignment of Sharing thereafter does not treat the Assignment of Sharing as consideration in full for services, supplies, and/or treatment rendered, Universal HealthShare may disregard the Assignment of Sharing at its discretion and continue to treat the Program Member as the proper recipient of any voluntary Member Shares for Eligible Expenses. Any Provider who has accepted Assignment of Sharing and payment of Member Shares and then pursues recovery from the Sharing Member, on any legal or equitable theory, of any amount of in excess of the Eligible Shared Amount shall be acting in violation of the Sharing Guidelines and shall be required to immediately repay to UHS, for the benefit of the Sharing Member, all Member Share amounts paid to such Provider in connection with the medical expenses in question.

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

**Charitable Assistance Committee** means the committee comprised of Philanthropic Members, appointed by the Board of Directors of Universal Health Fellowship Inc. or its Chief Executive Officer, that is responsible for reviewing and approving or declining, in full or in part, Charitable Assistance Requests submitted for consideration by the Ministry.

**Charitable Assistance Fund** means the fund maintained by the Ministry of contributions made by Philanthropic Members and non-Member donors for use in exceptional circumstances to help meet needs that are ineligible or fall outside of the limitations established under these Guidelines or exceed available resources.

**Charitable Assistance Request** means a request for charitable assistance submitted by the Ministry for consideration by the Charitable Assistance Committee.

**Child** means a person under the age of 26 who is either: (i) a Sharing Member's son or daughter, by birth or legal adoption; (ii) a step-son or step-daughter of a Sharing Member; (iii) a legal ward for whom the Sharing Member has been appointed as a guardian by court order; or (iv) a person for whom the Sharing Member has been issued a Qualified Medical Child Support Order, including a Minor Child or Adult Child.

**CMS** means the Centers for Medicare and Medicaid Services.

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



**Complications of Pregnancy** are complicating conditions in evidence before the Pregnancy ends, including acute nephritis, ectopic pregnancy; miscarriage; nephrosis; cardiac decompensation; missed abortion; hyperemesis gravidarum; preeclampsia and eclampsia.

**Conditional Member** means a person (i) with a health condition that may be improved or eliminated by a change in behavior who Universal HealthShare has accepted as a Member on a provisional basis, subject to additional requirements related to modifying certain behavior and taking reasonable steps to improve or eliminate the health condition at issue; and (ii) who qualifies to participate monthly by contributing the suggested Monthly Share Contribution for the Medical Expense Needs of others and who qualifies to receive contributions from fellow Members for Medical Expense Needs they may submit for sharing. If an existing Sharing Member develops a health condition that may be improved or eliminated by a change in behavior, Universal HealthShare may exercise its discretion to change such members status to that of a Conditional Member, subject to additional Membership requirements related to modifying certain behavior and taking reasonable steps to improve or eliminate the health condition at issue.

**Co-Share Responsibility** means the portion of Eligible Medical Expenses, expressed as a percentage, that remains the exclusive responsibility of a Member and will not be shared (e.g., 15% Co-Sharing Responsibility means that only 85% of Eligible Medical Expenses can be shared, 30% Co-Sharing Responsibility means that only 70% of Eligible Medical Expenses can be shared, etc.).

**Cosmetic Procedure** or **Cosmetic Surgery** means any surgical or medical procedure or treatment performed to enhance a patient's appearance or reshape a normally functioning structure of the body in order to enhance, improve or alter form and appearance.

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

**Dental Care** is any care rendered by a Dentist who is properly trained and licensed to practice dentistry and who is practicing within the scope of such a license.

**Dependent** refers to the applicant's Spouse; Children (natural born or legally adopted of either Spouse) or an unmarried person under the age of 26 who is the applicant's Child by birth or legal adoption or for which



the applicant has a Qualified Medical Child Support Order (QMCSO). An applicant's stepchild is also a dependent so long as the applicant's Spouse is also participating under the same sharing membership.

**Discount Provider** is any Hospital, Physician or other health care provider who has agreed to accept reduced fees for services rendered to Universal HealthShare members.

**Domestic Partnership** means the spiritual and legal union of two persons united as partners in a consensual and contractual relationship recognized by the civil union or domestic partnership laws and regulations of the state in which such union was formed.

**Eligible Medical Expense** means a Medical Expense Need of a Member or portion thereof that could qualify for sharing in accordance with the terms of the Sharing Guidelines if it were assumed that the Member had no Co-Share Responsibility and that all applicable Annual Non-Sharable Amounts had already been paid the Member.

**Emergency** means a medical condition manifesting itself by acute symptoms with sufficient severity (including severe pain) such that a prudent layperson with an average knowledge of health and medicine could reasonably expect the absence of immediate medical attention to result in (a) placing the health of the patient (or their unborn child) in serious jeopardy, (b) serious impairment to bodily functions or (c) serious dysfunction of any bodily organ or part.

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

**Estimated Date of Delivery** means the date that spontaneous onset of labor is expected to occur, which physicians typically estimate by adding 280 days to the first day of the expectant mother's last menstrual period prior to pregnancy.

**Excess** means charges in excess of Fair and Reasonable Consideration or Usual, Customary and Reasonable Fees, or are for services not deemed to be Reasonable or Medically Necessary or for billed amounts found to constitute Invalid Charges, based upon the determination of Universal HealthShare or its delegate in accordance with the terms of the Sharing Guidelines.

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

**Fair and Reasonable Consideration** refers to an amount that would constitute fair and reasonable payment to a Provider for Services provided in accordance with the terms of the Sharing Guidelines and approved for sharing, under the facts and circumstances surrounding the provision thereof, taking into consideration the Cost to the Provider for providing the Services, the fees that the Provider typically accepts as payment for the Services from or on behalf of the majority of patients receiving the Services, the fees that Providers of similar training and experience in the same "area" most frequently accept as payment for the Services from or on behalf of the majority of patients receiving the Services, and the Medicare reimbursement rates for such Services. Fair and Reasonable Consideration may be lower than the following levels but, absent specific findings by Universal HealthShare to the contrary, no fee amounts shall be considered Fair and Reasonable Consideration if they exceed the following levels:

- Inpatient Services from Hospitals: 150% of the Medicare Allowable Amount for the eligible services.

- Outpatient Services from Hospitals and Ambulatory Surgery Centers: 155% of the Medicare Allowable Amount for the eligible services.
- Services from Independent Facilities with no Medicare Allowable Amount: 155% of the Medicare Allowable Amount for comparable services and supplies in other similar facilities in the same geographic region, and/or 135% of the Resource Based Relative Value Scale (“RBRVS”) reimbursement for the comparable services and supplies in the same geographic region.  
**Note:** For facilities outside of the United States, the Medicare Allowable Amount will be based on the lesser of the billed charges or the amount that would be paid by Medicare as reimbursement for comparable services and supplies if they were obtained from a Provider in the vicinity of the Member’s home in the US. UHF will determine sharable amounts for eligible expenses in US dollars based on the exchange rate at the time of reimbursement. Call the Pre-Notification number on the back of the membership card for help submitting the correct paperwork for the needs request.
- Other Medical & Surgical Services: General medical and/or surgical eligible services not addressed above under the two immediately preceding subsections may be established or calculated taking into consideration and/or based upon: (i) allowable reimbursement amounts for such Services according to the Medicare Allowable Amount Reimbursement or other Medicare fee payment methodology plus an additional 40%; (ii) the Costs for such Services plus an additional 25%; or (iii) the Usual, Customary and Reasonable Fees as reflected in, or determined by reference to or through the use of any other industry-standard resources or widely recognized data sources, including any resources listed above or any other fee and/or cost information, sources, lists or comparative data published or publicly available (free, for purchase or by subscription), or any combination of such resources that are sufficient, in the opinion of Universal HealthShare, to determine a Reasonable amount for such Eligible Medical Expense under the Program.
- Facilities Lacking Requisite Benchmarks & Specified Services: In the event that for technical reasons payment parameters for eligible services cannot be determined in accordance with the guidelines set forth above in the 3 immediately preceding subsections, and for other Services or Supplies specified below, the payment parameters may be determined as follows:
  - Pharmaceutical Charges from any Hospital or Facility. 120% of Cost for High Dollar Drugs and 150% of Cost for pharmaceuticals other than High Dollar Drugs, but not to exceed U&C Rates for such pharmaceuticals.
  - Supplies, Implants & Devices. 120% of the Cost for such items
  - Clinical Care. 200% of the RBRVS rates for the relevant geographic area.
- Physician Medical and Surgical Care, Laboratory, Therapy, X-ray and Diagnostic or Therapeutic Radiology Services. 140% of the Medicare Allowable Amount (per the geo-specific RBRVS fee schedule) for comparable services in the same geographic region, or based upon the fees for comparable Services in the same geographic region paid at the ninetieth (90th) percentile of the payments reflected in the current Physicians’ Fee Reference book or database.
- Dialysis Services and Infusion Therapy. Determined by review of the Medicare Allowable Amount for the billing provider considering clinical considerations pertinent to the patient being treated.

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

Notwithstanding the above provisions, for Providers that are In-Network, the Network discounted fee amount will be deemed to constitute Fair and Reasonable Consideration.



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

**Guidelines** or **Sharing Guidelines** means the documentation that describes the types of medical expenses shared by members and how Universal HealthShare functions to facilitate that sharing.

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

**Hobby** means an activity done regularly in one’s leisure time for enjoyment, pleasure, or recreation.

**Hospital** refers to an institution that meets all the following requirements:

- It provides medical and surgical facilities for the treatment and care of Injured or Sick persons on an Inpatient basis;
- It is under the supervision of a staff of Physicians;
- It provides 24 hour a day nursing service by Registered Nurses;
- It is duly licensed as a Hospital;
- It is not, other than incidentally, a place for rest, a place for the aged, a nursing home or a custodial or training type Institution, or an Institution which is supported in whole or in part by a Federal government fund; and
- It is accredited by the Joint Commission on Accreditation of Hospitals sponsored by the AMA and the AHA.

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

**Hospital-Affiliated Facility** means an Ambulatory Surgical Center or other facility that provides medical services on an Outpatient basis and is owned, controlled, managed, or otherwise formally affiliated with a Hospital.

**Hospital and Facility Network** means the network of Hospitals and other medical facilities, such as Ambulatory Surgical Centers, with which a UHS Program has contracted for Members to receive discounted rates for medical services.

**Hospital Charges** means charges from a Hospital for Medical Services, but only when such Medical Services cannot be provided or performed on an outpatient basis or in a non-hospital, ambulatory facility.

**Household** or **Member Household** means all persons within a family who participate as Members together.

**Illegal Drugs** mean drugs or other substances which are classified under Schedule 1 in Title 21 United States Code Controlled Substances Act.

**Illness or Injury** means an illness, disease, injury, or medical condition that is formally defined and widely recognized and accepted in the medical community.



**In-Network or In-Network Services** means a Provider participating in a Network used for your Sharing Program or medical services obtained from a Provider participating in a Network used for your Sharing Program.

**Independent Facility** means a Facility that is not a Hospital and is not owned, controlled, managed or otherwise affiliated with a Hospital (e.g., an Ambulatory Surgical Center or a nephrology center).

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

**License or Licensed or Licensure** means, as to a person performing medical services, the applicable and current licensure, certification, or registration required to legally entitle that person to perform such services in the state or jurisdiction where the services are rendered.

**Lifetime Sharing Limit** means the maximum amount of lifetime sharing available for any individual UHF Member.

**Marriage** means the spiritual and legal union of two persons united under the covenant of matrimony as spouses in a consensual and contractual relationship recognized by the laws and regulations of the state in which such union was formed.

**Maternity** means medical expenses for the member’s care pertaining to infant delivery, and initial, routine hospital expenses for the infant. Maternity does include Complications of Pregnancy or medical expenses for the infant beyond routine hospital expenses which are subject to Maternity provisions of the Sharing Guidelines.

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

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

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

**Medical Expense Auditor** is the party designated by Universal HealthShare to provide for, evaluate and make determinations based on Bill Review regarding a submitted Medical Expense Need.

**Medical Expense or Medical Expense Need** means an expense for a medical Service or Alternative Treatment obtained from a Provider to treat the Illness or Injury of a Sharing Member which expense is



submitted to Universal HealthShare, together with any fees or costs incurred by Universal HealthShare to reduce the amount of such expense.

**Medical Incident** means, as to any particular instance, a medically diagnosed condition and all medical treatment(s) received and medical expenses incurred relating to that particular diagnosis of such condition (i.e., all medical bills of any nature relating to the same diagnosis are part of the same Medical Incident).

**Medical Professionals** (see "Professionals").

**Medically Necessary Service** means those health services ordered by a Physician or Practitioner exercising prudent clinical judgment, provided to a Program Member 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 Member's sickness or Injury, and must meet each of the following criteria:

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

To help determine medical necessity, Universal HealthShare may refer to the Sharing Member's medical records and other resources and require a second opinion from a health care professional chosen by Universal HealthShare.

To be Medically Necessary, all these criteria must be met. The determination of whether a service, supply, or treatment is or is not Medically Necessary may include findings of the American Medical Association and medical advisors to Universal HealthShare. Universal HealthShare has the discretionary authority to decide whether care or treatment is or was Medically Necessary. Universal HealthShare reserves the right to incorporate CMS (Medicare) guidelines in effect on the date of treatment as additional criteria for determination of Medical Necessity.

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

**Member** (see "Sharing Member").

**Membership Year** means a twelve-month period following a Member's Anniversary Date.

**Minor Child** means a Child under 18 years of age who is either residing in the same home as the Sharing Member or in school full time while maintaining the home address of the Sharing Member as their official primary residence.



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

**Monthly Share Contribution** is the monetary contribution, not including the membership dues or monthly administrative costs, voluntarily given to share in another member's Medical Expense Need as assigned by Universal HealthShare according to the Sharing Guidelines.

**Network** means a Network of Providers from which a UHS Program has contractually arranged for Members to receive discounted rates for Services.

**Nicotine User** means a person who uses or has used within the previous 12-months any tobacco product, tobacco derivative, tobacco analog or tobacco substitute including nicotine.

**Non-Surgical Facilities** means Facilities other than Hospitals and Ambulatory Surgical Centers, such as laboratories, imaging centers, nephrology/dialysis centers, urgent care centers, and walk-in clinics.

**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.

**Obese** or **Obesity** means a person (i) having a Body Mass Index of 30 or higher, or (ii) weighing 20 percent (20%) or more over their ideal weight, taking into account the person's height, age, sex, and build, or (iii) meeting any other currently accepted standard or definition of obesity.

**Out-of-Network** or **Out-of-Network Services** means a Provider that is not a participant in a Network used for your Sharing Program or medical services obtained from a Provider that is not a participant in a Network used for your Sharing Program, which services could have been obtained from a Provider that was In-Network.

**Outpatient** means a patient who receives Services at a Hospital but is not admitted as a registered overnight bed patient; this must be for a period of less than twenty-four (24) hours. This term can also be applicable to services rendered in an Independent Facility or Hospital-Affiliated Facility.

**Paid-through Date** means the last day of the most recent monthly period for which a Monthly Sharing Contribution has been made for a Member or Member Household.

**Physician** means a person who is Licensed to perform certain medical services and holds one of the following degrees and/or titles: Medical Doctor or Surgeon (M.D.); Doctor of Osteopathy (D.O.); Doctor of Optometry (O.D.); Doctor of Podiatric Medicine (D.P.M.); Doctor of Dental Surgery (D.D.S.); Doctor of Dental Medicine (D.M.D.); or Doctor of Chiropractic (D.C.).

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

**Plastic Surgery** or **Reconstructive Surgery** means surgical reconstruction of facial and body defects due to birth disorders, trauma, burns, tumors, or disease. For purposes of these Guidelines, Plastic Surgery refers to surgery that is primarily reconstructive, not cosmetic.

**Practitioners** means Physicians and Medical Professionals.

**Professionals** or **Medical Professionals** means a person other than a Physician who is 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:

- Advanced Practice Nurse (A.P.N.) or Advanced Practice Registered Nurse (A.P.R.N.)
- Audiologist
- Certified Diabetic Educator and Dietician
- Certified Nurse Midwife (C.N.M.)
- Certified Nurse Practitioner (C.N.P.)
- Certified Operating Room Technician (C.O.R.T.)
- Certified Psychiatric/Mental Health Clinical Nurse
- Certified Registered Nurse Anesthetist (C.R.N.A.)
- Certified Surgical Technician (C.S.T.)
- Licensed Acupuncturist (L.AC.)
- Licensed Clinical Social Worker (L.C.S.W.)
- Licensed Mental Health Counselor (LMHC)
- Licensed Occupational Therapist
- Licensed or Registered Physical Therapist or Physiotherapist
- Licensed Practical Nurse (L.P.N.)
- Licensed Professional Counselor (L.P.C.)
- Licensed Speech Language Pathologist
- Licensed Speech Therapist
- Licensed Surgical Assistant (L.S.A.)
- Licensed Vocational Nurse (L.V.N.)
- Master of Social Work or Social Welfare (M.S.W.)
- Physician Assistant (P.A.)
- Psychologist (Ph.D., Ed.D., Psy.D.)
- Registered Nurse (R.N.)
- Registered Nurse First Assistant (R.N.F.A.)
- Registered Nurse Practitioner (R.N.-N.P.)
- Registered Respiratory Therapist (R.R.T.)
- Registered Speech Therapist (R.S.T.) or other Licensed Speech Therapist
- Speech Language Pathologist

**Pre-Existing Condition** is a condition (i) for which medical advice, diagnosis, care, or treatment (which includes receiving services and supplies, consultations, diagnostic tests or prescribed medicine) was recommended or received from a Physician or other Provider or Practitioner at any time during the 24 months immediately preceding a person's Effective Date, or (ii) that had manifested itself in such a manner that would have caused an ordinarily prudent person to seek medical advice, diagnosis, care, or treatment within the 24 months immediately preceding a person's Effective Date.

**Pre-Notification** means notifying the UHF Pre-Notification staff IN ADVANCE (except in the case of emergency Hospital or Maternity admissions) by calling the Pre-Notification hotline at the toll free number provided in the Sharing Member's Welcome Packet and shown on their membership card at least seven (7) days prior to admission, treatment or receipt of services, as required pursuant to Section XI.i. of these Sharing Guidelines. In the case of emergency Hospital or Maternity admissions for which the Sharing Member is unable to provide Pre-Notification due to the severity of the Illness or Injury or impending Maternity delivery, then a Physician or a responsible party representing the member should contact the Pre-Notification staff at the earliest time reasonably possible.

**Preventive Care** means:

IMMUNIZATIONS/INJECTIONS:

- COVID (not to exceed \$100 per vaccine or booster)
- DTaP/Tdap
- Haemophilus
- Hepatitis A, B
- Herpes Zoster (Shingles)
- Human Papillomavirus
- Inactivated Poliovirus
- Influenza
- Influenza Type B
- Measles, Mumps, Rubella
- Meningococcal
- Pneumococcal
- Respiratory Syncytial Virus (RSV) vaccine
- Rotavirus
- Tetanus
- Varicella

FOR ADULT MEMBERS:

- Alcohol and Drug Use Screening and Counseling
- Blood Pressure Screening
- Cholesterol Screening
- Colorectal Cancer Screening with Cologuard®
- Depression Screening
- Diabetes Screening
- Diet Counseling
- Gonorrhea Screening
- Hepatitis Screening
- HIV Screening
- Obesity Screening/Counseling
- SARS-CoV-2 Virus Screening in the absence of COVID-19 Symptoms\* (up to four (4) tests per member per program year, not to exceed \$150 per test)
- Syphilis Screening
- Tobacco Screening/Counseling
- Tuberculosis Screening

FOR MEN MEMBERS:

- Prostate-Specific Antigen (PSA) Testing

FOR WOMEN MEMBERS:

- Anemia Screening
- Bacteriuria & Urinary Tract Infection Screening
- BRCA Risk Assessment and Genetic Counseling/Testing
- Breast Cancer Chemoprevention Counseling
- Breast Cancer Screening
- Breastfeeding Counseling
- Cervical Cancer Screening with Cytology (Pap Smear)



- Cervical Cancer Screening with Combination of Cytology and Human Papillomavirus (HPV) Testing
- Chlamydia Infection Screening
- Contraception Counseling.
- Domestic Violence Counseling/Screening
- Gestational Diabetes Screening
- HPV Testing, every 3 years
- Osteoporosis Screening
- Preeclampsia Screening
- Rh Incompatibility Screening: First Pregnancy Visit
- Rh Incompatibility Screening: 24–28 Weeks Gestation
- STI Counseling

FOR PARTICIPATING CHILDREN:

- Alcohol and Drug Use Assessment
- Autism Screening
- Behavioral Assessment
- Blood Pressure Screening
- Cervical Dysplasia Screening
- Congenital Hypothyroidism Screening
- Depression Screening
- Developmental and Behavioral Screening
- Dyslipidemia Screening
- Height, Weight, and BMI Measurement
- Hematocrit/Hemoglobin Screening
- Hemoglobinopathies/Sickle Cell Screening
- HIV Screening
- Lead Screening
- Obesity Screening/Counseling
- Phenylketonuria Screening
- SARS-CoV-2 Virus Screening in the absence of COVID-19 Symptoms\* (up to four (4) tests per member per program year, not to exceed \$150 per test)
- STI Counseling/Screening
- Tuberculosis Screening
- Vision Screening for Amblyopia (Lazy Eye); Age 3-5

\* *Because it is otherwise available at no cost, diagnostic testing for Members who have COVID-19 symptoms is not eligible for sharing. Under the Families First Coronavirus Response Act passed on March 18, 2020, and the Coronavirus Aid, Relief, and Economic Security Act passed on March 27, 2020, diagnostic COVID-19 testing for symptomatic individuals without insurance is available at no cost through the COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing and Treatment of the Uninsured Program. Information about free testing and health center testing locations is available at <https://www.hhs.gov/coronavirus/community-based-testing-sites/index.html>.*

**Primary Care Practitioner** means Physicians, General Practitioners, Family Practitioners, Internists, Geriatricians, Pediatricians, and OB-GYNs.

**Professional and Ancillary Network** means the Multiplan / PHCS Practitioner & Ancillary Network, which is a network of Physicians, Practitioners, and non-acute care ancillary medical facilities, such as imaging



and dialysis centers, with which a UHS Program has contracted for Members to receive discounted rates for Services.

**Professionals** refers to Physicians and Practitioners.

**Program(s)** refers generally to any of the medical cost-sharing program(s) administered by Universal HealthShare.

**Providers** refers to Hospitals, Facilities, Physicians and Practitioners.

**Reasonable** means, in the discretion of Universal HealthShare, services or supplies, or fees for services or supplies which are necessary for the care and treatment of Illness or Injury not caused by the treating Provider. Determination that fee(s) or services are Reasonable will be made by Universal 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). Universal HealthShare retains discretionary authority to determine whether service(s) and/or fee(s) are Reasonable based upon information presented to Universal HealthShare. This determination will consider, but will not be limited to, the findings and assessments of the following entities: (a) The National Medical Associations, Societies, and organizations; and (b) The Food and Drug Administration. To be Reasonable, service(s) and/or fee(s) must comply with generally accepted billing practices for unbundling or multiple procedures.

Services, supplies, care and/or treatment and charge(s) therefor are not considered to be Reasonable, and as such are not eligible for payment (exceed the Maximum Allowable Charge), when they result directly or indirectly from errors in medical care that are clearly identifiable, preventable, and negative in their consequences for patients and/or Facility-acquired conditions deemed “reasonably preventable” in accordance with evidence-based guidelines such as, but not limited to, CMS guidelines. By way of clarification, and without limitation, charges are not considered Reasonable if they are care, supplies, treatment, and/or services required or intended to treat Injuries sustained or Illnesses contracted while the Program Member was under and due to the care of a Provider, including infections and complications, when such injury, illness, infection or complication would not reasonably be expected to occur under the circumstances of a course of treatment and can be attributed to an error by the Provider, in the opinion of the Medical Expense Auditor, in light of the medical records of the treatment. A finding of Provider negligence and/or malpractice is not required for service(s) and/or fee(s) to be considered not Reasonable.

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

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

**Routine Physical** (see “Annual Routine Physical or Well Child Exam”).

**Second Opinion** means, as to a particular Illness or Injury, the review and assessment by an appropriately qualified independent doctor, selected or approved by UHF, of a patient and/or the patient’s relevant



medical records, as indicated under the circumstances, done to confirm, add to, or revise the diagnoses and proposed treatments of the doctor who originally diagnosed and proposed treatment for the Illness or Injury at issue.

**Service(s)** means services, procedures, treatment, care, goods and supplies the provision of use of which is meant to improve the condition or health of a Program Member. 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 Member** or **Member** means a person who qualifies to participate monthly by contributing the suggested Monthly Share Contribution for the Medical Expense Needs of others and who qualifies to receive contributions from fellow Sharing Members for Medical Expense Needs they may submit for sharing.

**Smoker/Nicotine User** means a person who, within the prior 12 months, has smoked, used tobacco or nicotine, in any form, or used any kind of tobacco or smoking substitute(s), including, without limitation, herbal cigarettes, e-cigarettes, atomizers and vaping devices of any kind, nicotine patches, gum or lozenges, etc.

**Specialist** means physicians and practitioners in a specialized field. Some examples include, but are not limited to: Cardiology, urology, dermatology, neurologists, orthopedics, etc.

**Spouse** means a person's partner by Marriage or a person's partner in legally recognized and documented civil union or domestic partnership.

**Surgical Facilities** means Hospitals and Ambulatory Surgical Centers.

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

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

**Unsharable Expenses** means expenses that either are of a type that are generally ineligible for sharing, or that arise from or in connection with a condition that is not eligible for sharing.

**Usual and Customary** means eligible expenses identified by the Medical Expense Auditor or Universal HealthShare to be usual and customary for the service or supply in question, taking into consideration the fee(s) which the Provider most frequently charges and/or accepts as payment for the service or supply from the majority of its patients, the cost to the Provider for providing the services, the prevailing range of fees charged and/or accepted for the service or supply by Providers of similar training and experience in the same geographic locale or area, and the Medicare reimbursement rates for the service or supply. The term(s) "same geographic locale" and/or "area" mean a metropolitan area, county, or such greater area as is necessary to obtain a representative cross-section of Providers, persons or organizations rendering such treatment, services, or supplies for which a specific charge is made or for which a reimbursement is accepted. To be Usual and Customary, fee(s) must comply with generally accepted billing practices for unbundling or multiple procedures.

The term "Usual" refers to the amount of a charge made or accepted for medical services, care, or supplies, to the extent that the charge or reimbursement does not exceed the common level of charges made or



reimbursements accepted by other medical professionals with similar credentials, or health care Facilities, pharmacies, or equipment suppliers of similar standing, which are located in the same geographic locale in which the charge was incurred.

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

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

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

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

**Well Child Exam** (see “Annual Routine Physical or Well Child Exam”).

## **XVI. Legal Notices**

The following legal notices are the result of discussions by Universal Health Fellowship or other health care sharing ministries with several state regulators and are part of an effort to ensure that Sharing Members understand that Universal 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 contributions.

### ***i. 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 this program continues to operate, you are always liable for any unpaid bills.**

### ***ii. NOTICE REGARDING INDIVIDUAL TAX CONSIDERATIONS.***

Your sharing contributions are not deductible as charitable donations or as medical or insurance expenses for federal income tax purposes. Although Universal Health Fellowship is a not-for-profit ministry, sharing contributions are not considered charitable donations because those funds are used for sharing medical expenses of other contributing Members and because of the likelihood that your medical expenses will get shared by other contributing Members. While your own medical expenses can be tax



deductible, subject to a threshold based on a percentage of your adjusted gross income, your sharing contributions are not deductible as medical expenses because the funds are used only to help pay other Members' medical bills. Under current law, your sharing contributions are not tax deductible as an insurance expense because healthcare cost sharing programs are not insurance.

### **iii. NOTICE REGARDING FEDERAL AND STATE INDIVIDUAL HEALTH COVERAGE MANDATES.**

The Affordable Care Act ("ACA") required most individuals to have qualifying health insurance coverage (an "Individual Mandate") or make a shared responsibility payment ("Tax Penalty") when filing their federal income tax return, unless they qualified for one of the available exemptions from the Individual Mandate (an "Exemption"). The ACA provided an Exemption for members of a "Health Care Sharing Ministry" ("HCSM") as defined in the statute. Originally, sharing plans would be reviewed by the Centers for Medicare & Medicaid Services ("CMS") for purposes of determining if they met the definition of an HCSM for purposes of the provision of certificates of Exemption to members of the sharing program ("Certification"). However, the tax bill signed by President Donald Trump on Dec. 22, 2017 effectively repealed the ACA's Tax Penalty, and CMS subsequently stopped conducting Certification reviews and approving member Exemptions for HCSM's because the elimination of the Tax Penalty eliminated the need for an Exemption, which made the review unnecessary.

Although the ACA Tax Penalty has been eliminated, a number of states (including, as of January 2020, California, Massachusetts, New Jersey, Rhode Island and Vermont, as well as the District of Columbia) have adopted their own Individual Mandate laws, some of which impose a state Tax Penalty on certain residents who do not either have the requisite health insurance coverage or qualify for an Exemption from the state Individual Mandate. In most such states, there is an Exemption for persons who are members of a sharing program that meets the state's definition of an HCSM. Many such states define an HCSM, in whole or in part, by referring to the ACA's definition.

It is each individual's responsibility to determine: (1) if their state of residence has an Individual Mandate; (2) if they are or could be subject to a state Tax Penalty; and (3) whether or not they will qualify for an Exemption. As noted above, certain state Individual Mandates refer to the ACA definition or federal Certification of HCSM's, but CMS no longer reviews or provides Certification for HCSM's. Please understand that neither Universal Health Fellowship, Inc. nor any of its affiliates or representatives can guarantee or represent or warrant that participation in any Universal HealthShare Program will satisfy the requirements under the laws and regulations of any particular state for purposes of obtaining an Exemption from a state Individual Mandate or avoiding any Tax Penalty that might be imposed in the absence of an HCSM Exemption.

### **iv. State-Specific Notices.**

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

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

#### **Alaska 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 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 23-60-104.2**

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

**Florida Statutes Section 624.1265**

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

**Georgia Statutes 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 Statutes 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 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**

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 (7)**

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

**Louisiana Revised Statutes Title 22-318.319**

Notice: The ministry facilitating the sharing of medical expenses is not an insurance company. Neither the guidelines nor the plan of operation of the ministry constitutes an insurance policy. Financial assistance for the payment of medical expenses is strictly voluntary. Participation in the ministry or a subscription to any publication issued by the ministry shall not be considered as enrollment in any health insurance plan or as a waiver of your responsibility to pay your medical expenses.

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

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

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

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



**Michigan Statutes Title 550.1867**

Notice: The not-for profit corporation that operates this health care sharing ministry, Universal Health Fellowship Inc., 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 Statutes Title 83-77-1**

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

**Missouri Revised Statutes 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 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 Chapter 44-311**

IMPORTANT NOTICE. This organization is not an insurance company, and its product should never be considered insurance. If you join this organization instead of purchasing health insurance, you will be considered uninsured. By the terms of this agreement, whether anyone chooses to assist you with your medical bills as a participant of this organization will be totally voluntary, and neither the organization nor any participant can be compelled by law to contribute toward your medical bills. Regardless of whether you receive payment for medical expenses or whether this organization continues to operate, you are always personally responsible for the payment of your own medical bills. This organization is not regulated by the



Nebraska Department of Insurance. You should review this organization's guidelines carefully to be sure you understand any limitations that may affect your personal medical and financial needs.

**New Hampshire Statutes 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 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 40 Penn. Statute Section 23(b)**

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

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

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

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

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

**Virginia Code Section 38.2-6300-6301**



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

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

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

**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.