

# Member Guidelines for the SHA Sharing Level Programs

## **Disclosures**

### A Word about the Guidelines

These guidelines are intended as a description of how membership in ASH works. They help to define what medical expenses are eligible for sharing, but are not a contract for payment, nor do they constitute a legally binding contract in any way. The guidelines provide for a general overview of how membership works, as well as more specific descriptions of what is eligible for sharing based upon the sharing level selected by each member. ASH maintains and reserves the right to exclude sharing of needs for pre-existing conditions, whether disclosed at the time of enrollment or "discovered" after the member's start date. Guidelines can be changed at any time by ASH.

### **No Contract for Payment**

As a reminder, ASH is a non-profit health care sharing ministry program. Your enrollment in one of the sharing levels offered through ASH is not health insurance, nor does it guarantee or promise to pay your medical bills. A more detailed description of what constitutes a health care sharing ministry is detailed in the Welcome Letter below.

While health sharing programs offer member's an alternative way to help access medical care, membership in ASH does not represent, nor should it be construed as a "contract for payment" or a substitute for an insurance policy. ASH is committed to dutifully managing contributions to faithfully share in medical needs per the selected sharing level, however, you are always liable for your own unpaid medical bills.

## **Membership Guidelines**

Every ASH member must attest to the ASH Statement of Beliefs in order to become an ASH member, and as such is responsible for reviewing and understanding the Guidelines. While members may be referred to ASH through outside non-contracted agents, it is your duty to understand which medical needs are eligible for sharing under each sharing level program, and which needs are not eligible for sharing.

## No Promise to Pay

ASH is not legally allowed to make any warranties or promises to pay your medical needs. While ASH seeks to manage member contributions so that the sharing of medical needs is consistent with the member's sharing level, members are always ultimately responsible for their own medical bills as ASH does not assume risk on the member's behalf, nor can ASH guarantee that your medical needs will be shared by other members.

Dear Member,

Welcome to Alliance for Shared Health! Health Share Ministries have become an incredible way to gain access to health care without the heavy price tag of traditional insurance.

The great news for you as a member is that Alliance for Shared Health (ASH) meets all the requirements of the ACA law as it pertains to HSMs.

In the Patient Protection and Affordable Care Act (26 U.S.C. 5000A(d)(2)(B)(ii) p. 128) the term health share ministry means an organization

- (i) Which is described in Section 501(c)3 and is exempt from taxation under section 501(a)
- (ii) Where members share a common set of ethical or religious beliefs and share medical expenses among its members in accordance with these beliefs without regard to the state in which a member resides or is employed
- (iii) Members of which retain membership even after they develop a medical condition,
- (iv) Which (or a predecessor of which) has been in existence at all times since December 31, 1999 and medical expenses of its members have been shared continuously and without interruption since at least December 31, 1999, and
- (v) Which conducts an annual audit which is performed by an independent certified public accounting firm in accordance with generally accepted accounting principles and which is made available to the public upon request.

ASH is committed to helping our members live the most fulfilling, healthy life possible, as well as reducing the heavy burden that traditional health care premiums have placed on most Americans.

We are a community that shares the common value of helping support our fellow brothers and sisters, and staying connected to the community – both for the purpose of helping each other with unexpected medical bills, and engaging in the beliefs shared within the ASH community to help each of us grow in our health and well-being journeys.

We are excited you have chosen to be a part of ASH. Inside this guidebook, you will find the guidelines by which members are eligible for the sharing of their medical needs. Please make sure you understand these guidelines as it is up to you to research how your membership works and what your participation means.

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## A. What is ASH?

Alliance for Shared Health (ASH) is a 501(c)3 non-profit health sharing ministry designed to provide a member sharing program for access to specific health care needs. Members share in medical needs per the ASH Guidelines in this booklet. Your member monthly contribution may be collected by a third party and sent to ASH on behalf of the members.

Members voluntarily submit contributions to the program on a monthly basis in order to maintain eligibility for sharing of medical needs, and also for the funds they submit to help share in the needs of others per these guidelines. Alliance for Shared Health acts as a neutral third party to facilitate the need request payments per member guidelines, and may use vendors, at its discretion and through the direction of its vendor consultant, to strengthen and support the needs of its members.

ASH offers programs to support other health share programs or for those that do not have access to adequate medical coverage. ASH contracts with third party consultants for vendor selection and to help spread the word about the various sharing levels ASH offers to its participants.

#### B. Statement of Beliefs

Alliance for Shared Health (ASH) members share a common deep-seated ethical / religious belief. ASH members place supreme importance on the pursuit of sharing in each other's health care needs and the sharing of expenses as it relates to those needs. ASH reaches across all races, denominations, political spectrums, and all beliefs in God to assist with an innate need we all share - to help each other through the heavy burden of health care access and cost. It is out of this religious spirit that Alliance for Shared Health was formed. While we have needs individually, as we collectively come together, tenaciously pursuing a common spiritual passion to help others in need, our own needs get met. In this way, ASH members positively impact not just their own life, but the life of so many others as well.

ASH members share a common set of religious and ethical beliefs as it pertains to the above, and in order to participate in ASH, members must attest to the following core beliefs:

- 1.) Of supreme importance to ASH members is the need to unite in a spirit of compassion, regardless of race, denomination, age, gender, sexual persuasion, or political affiliation. This compassion is displayed specifically in the area of sharing health care expenses
- 2.) We are bound by a common passion to use our collective resources to help people struggling with the financial, physical, and emotional burden of health care expenses.
- 3.) We believe it is our right to direct our own health care, free from government dictates, restraints, or oversight, and want to be a part of a health share community whose mission is to assist members through their personal health care challenges.
- 4.) ASH members agree to be bound by the established member guidelines and sharing levels, as well committing to monthly contribution levels based upon the sharing level they individually choose.

5.) ASH members understand that their participation is voluntary and does not represent a contract for insurance. Members understand that their medical needs will be shared based upon the sharing level in which they choose to participate.

# C. Who can be included in my membership?

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You, your spouse and your dependent children can be included in your membership.

#### 1. SPOUSE

Spouse means a legally married person. It can be a person's lawfully married husband or wife.

## 2. DEPENDENT CHILD(REN)

If you are legally and financially responsible for the child(ren), they can be added to your membership.

#### 3. ADOPTED CHILDREN

When an ASH member adopts a child or otherwise has obtained legal custody with legal responsibility for a child's medical care, that child can be included in your ASH membership. If any other source is responsible, willing or available to pay the child's medical bills, these resources must be exhausted before ASH members can share bills. Medical bills for the birth of an adopted child are not eligible for sharing regardless of the circumstances. (See Guideline R.6 for information about adopted children with congenital conditions.)

#### a. Adopted disabled children:

In cases when members choose to adopt a child(ren) with known disabilities, ASH reserves the right to refrain from sharing the child(ren)'s medical bills. ASH has to be responsible with the member contributions and recognizes that in most cases, there are other resources and programs better equipped to assist and provide for adopted disabled children. It is the responsibility of the adoptive parent(s) to research what resources are available and to obtain the necessary funding.

#### 4. ADULT CHILDREN

Adult children can remain on their parents' membership until their 26th birthday as long as they meet the following qualifications:

1. they must share the core values of ASH Members; 2. they must be single; and 3. they must be legal dependents. Legal dependents are defined as children who are reported as dependents on their parent's income tax forms.

Children who are no longer legal dependents can transition seamlessly to their own ASH membership. Immediate transition will allow any issues relating to pre-existing conditions to date back to the original start date when they participated under their parents' membership.

Notify the ASH Member Assistance department (1-877-232-3811) if your adult child or children choose not to be ASH members. However, remaining a member is to their advantage because with ASH their membership will never be canceled due to an expensive illness, nor will their monthly financial gift be raised because they become sick.

## D. Can groups join ASH?

ASH participation is available to employer groups and to individuals. The monthly contributions can be different based upon the sharing level selected and whether or not you are joining the community as part of an employer group or as individual.

Alliance for Shared Health is not a contract for payments or insurance. Employers wishing to join the ASH community should consult with a licensed insurance agent as to the best way to help their company and their employees meet the ACA requirements.

## E. How do I join?

It's vitally important that you read and understand all ASH literature explaining every aspect of how ASH functions. Please read and understand carefully the ASH guidelines and choose your sharing level based upon your personal needs and also your desire to help others with their medical needs.

Reading our materials will help you understand that *ASH* is not insurance. Health insurance requires a contract between you and a third party. An insurance contract says that if you have medical bills covered by a health insurance policy, the company will be legally obligated to pay those bills for you. If the company doesn't pay, you and/or your medical provider can take action against it in a court of law.

Members of ASH do not have a contract. Instead, members believe in helping one another share in their expenses per the specific sharing level chosen by each member. ASH helps people come together as a community and share each other's needs governed by a neutral Board interested in the long-term sustainability of ASH. We have a common focus on the need, a personal desire to assist with that need, and a common commitment to voluntarily assist one another with that need.

In order to get a different result in the health care challenges we all face, we must all come together and decide to take a different action. ASH is surrounded by a team of experts who help initiate best practices for sharing in medical needs and to help our members with the personal tools to take actions that positively impact their health.

## F. What happens when I join?

#### 1. WELCOME PACKET AND STATEMENT OF BELIEFS

You will receive ASH membership cards and a Welcome Packet within several weeks of submitting your Member Application. The packet includes an ID card that instructs you and your provider on how to submit need requests.

The Statement of Beliefs was included in the online membership enrollment and has been reiterated in Section B of the member guidelines.

Written to comply with various state and federal requirements, the Statement of Beliefs states that you understand that ASH is a non-profit health sharing ministry and not a health insurance company. Your electronic confirmation must be on file with Alliance for Shared Health before we can share your medical needs. This is an important document because it illustrates that you understand the key differences between health sharing and health insurance (your online acceptance is considered a digital "signature.").

#### 2. MEMBER GIFT FORM

Each month members receive a statement (Member Gift Form) with the amount of their voluntary sharing financial gift. The amount is sent directly from ASH to the Providers for the sharing of need through an escrow account that is audited according to generally accepted accounting principles (GAAP), as is required by federal law. The amount of your gift is based on the sharing level you choose and the number of participants in your membership.

Your financial contribution is collected by a third-party payment processor and remitted to ASH.

#### 3. EMAIL COMMUNICATIONS

From time to time, members receive other email correspondence with additional updates. There are times when you may get more than one email a month from ASH.

# G. How much does it cost to participate in ASH? Does ASH have different programs from which I can choose?

ASH has multiple sharing level programs. Monthly gift amounts are determined by the sharing level you choose to join. These are called "sharing levels" or "participation levels." Make your choice and wisely, because different programs offer different levels of medical needs' sharing support.

#### 1. SHARING OPTIONS

Sharing Levels (See Appendix)

ASH shares 100 percent of bills for any medical incident exceeding the MRA (Member Responsibility Amount) up to the annual sharing max as long as all other Guidelines are met, up to the agreed upon Network Rate or Referenced Based-Pricing Allowance for that service. Any medical expense less than the MRA per incident is the member's responsibility. For services shared at the reference-based pricing level, you may be responsible for balance billing amounts.

Through its outside vendors, ASH does offer, but does not require, access to a national PPO Network. When a medical need is submitted to ASH from a network provider, ASH will share the need directly with the Provider of the services up to the discounted rate, less any MRA.

If a member does not seek care through a network provider, ASH will share eligible needs at reference-based pricing reimbursement levels, less the MRA. Members may be responsible for any amounts a provider balance bills over and above the reference-based pricing level.

You must be current with all monthly financial gifts throughout the time medical bills are being processed in order for it to be eligible for sharing.

- If you drop to a lower sharing level, all medical needs in process will be shared at the lower sharing level, including any bills submitted but not yet shared.
- If you discontinue your membership, your unpaid medical bills will not be eligible for sharing.

If you intend to change your sharing level, add or remove dependents, discontinue your participation or change the status of your membership in any way, please allow 30 days for the change(s) to take effect.

#### 2. DELINQUENT GIVING AND CANCELLATION BY ASH

Alliance for Shared Health reserves the right to automatically cancel your membership after three months of not receiving a monthly financial gift from you. ASH takes care to notify members when their membership is delinquent and will work with you to catch up on your giving if you demonstrate intent to remain a member. If your membership is more than three months delinquent, ASH will not be able to share any medical bills you have submitted until your account has a zero-balance due. If your membership is automatically cancelled after three months of delinquency, you can reinstate your membership by catching up on your giving. However, any medical bills submitted but not yet shared at the time of cancellation—or any medical bills incurred between the time of cancellation and reinstatement—cannot be shared by Alliance for Shared Health.

#### 3. CANCELLATION POLICY

You may cancel your membership at any time. All cancelations will be effective at the end of the month of in which ASH is notified. There are no retroactive cancelations or refunds. If your membership is cancelled, you can reinstate your membership by catching up on your giving. However, any medical bills submitted but not yet shared at the time of cancellation—or any medical bills incurred between the time of cancellation and reinstatement—cannot be shared by Alliance for Shared Health.

## H. Are my financial gifts tax-deductible?

The monthly financial gift amount that you must give in order to continue as a member in good standing is not tax deductible. All giving above that amount qualifies as a charitable contribution for income tax purposes—you can make donations to ASH above the required monthly financial gift. ASH is a 501(c)3 tax-exempt

organization so check with your tax preparer as some state may allow for monthly contributions to be deductible at the state level.

# I. What should I do if I need medical care?

If you become ill or injured, you should seek appropriate care from the healthcare provider of your choice. ASH connects with outside vendors to provide access to a national PPO Network of doctors. This may streamline the need request process for medical services. However, ASH does not require members to choose healthcare providers only from an approved list. Using non-network doctors for outpatient services will likely require you to submit your own Need Request to ASH.

Going to a doctor that is part of a network may allow for direct submission of the bills from the providers, thus eliminating the need for you to submit forms for your sharing request. Many providers are aware of health share programs and our Needs Processor (Administrator) has worked with providers all over the country. Amounts over the allowed referenced-based amount are not sharable, however ASH has relationships that work with the doctor to minimize the likelihood of balance billing.

Give providers your ASH membership card at the time of treatment for medical needs. The ASH programs are set up to pay the Provider directly after any Member Responsibility Amount is paid to the Provider. The Provider's office can call our Needs Processor for clarification as to whether you are a member in good standing and how your Need would potentially be shared. Also, tell them that you are part of a community that is willing to help you with your medical bills after all other available resources are exhausted.

Apply for any additional financial assistance available through your medical provider. If you are qualified for programs, discounts, or other funds, you are required to take advantage of these resources. By doing so you will help keep our monthly ASH gift amounts low.

The ASH program is set up to share needs based upon the sharing program you have selected. If a bill comes to ASH through a national provider network, ASH will share the need at the discounted amount after any MRA has been applied. ASH does not contract with Providers, but the Board has agreed that if a Need Request comes to ASH on a discounted basis, ASH will share the Need in full, less any MRA as long as it is shareable under the guidelines.

If the service rendered is not from a PPO network our vendor contracts with, then ASH will share the need based upon referenced-based pricing reimbursement levels, less any MRA. The referenced-based pricing methodology is not a contract with a provider but does help establish a baseline amount so that ASH funds are not diminished from egregious charges by Providers. If a Provider will not accept these reimbursement levels as payment in full, you may have to pay more than your MRA.

Charges through hospitals vary wildly from hospital to hospital and all across the country. ASH uses ONLY the Referenced Based methodology to share in hospital and facility needs. Hospital charges for preventive services are shared (if part of the sharing level you have selected), but the sharing amounts are capped because the hospital charges for these services are much greater than free-standing facilities. It is your responsibility to consult with the provider to ask about the Net billable amount if seeking preventive services at the hospital.

## J. What should I do with my medical bills?

- **1. Share your Membership card with your Provider.** Pay only your MRA on the date of the scheduled treatment. Bills must be translated into English and converted to U.S. dollars.
- 2. For the ASH Programs, provider should ask you for your applicable MRA at time of service and then submit the remaining bill to our Needs Processor. If your provider is unwilling to submit to our Needs Processor, you can submit a member reimbursement form. (Forms can be completed securely online at www.ashcommunity.org/need-requests).
- **3.** Medical bills must be submitted within twelve months of the date of service; however, the sooner ASH receives your bills, the sooner we can get them in the queue for sharing. The older the medical bills, the more difficult it is to obtain discounts, which help keep monthly financial gifts low.
- **4. Changing sharing levels:** You must be current with all monthly financial gifts throughout the time medical bills are being processed for sharing.
  - If you drop to a lower sharing level, all medical needs in process will be shared at the lower sharing level, including any bills submitted but not yet shared.
  - If you discontinue your membership, your unpaid medical bills will not be eligible for sharing.

If your provider will not submit their bills to ASH (as is the preferred method), submit **all** of the following items to ASH for your bills to be shared:

#### a. Itemized bills

A receipt is not an itemized bill; a receipt only shows what has been paid and doesn't include information about what services were performed. Please do not send receipts. ASH requires itemized bills for several reasons; the main reason is that itemization reduces the likelihood of billing errors, which speeds sharing time. Be sure to ask your healthcare providers for detailed itemized bills. They contain:

- the patient's name the date of service the place of service
- the procedural (CPT) code the charge for each service rendered

In lieu of itemized bills, ASH can instead accept a CMS-1450 or UB-04 from your hospital or a CMS-1500 (formerly HCFA-1500) from your doctor—these are standardized billing forms used by healthcare providers. **Members with Medicare only:** Do not send itemized bills, except in the case of prescriptions or bills from non-Medicare participating providers. Instead, please submit your Medicare Summary Notice (MSN) form. You must still submit all of the forms listed below.

Hopefully, your Provider will submit the request electronically so no forms will be required.

#### b. Needs Processing Form

The Needs Processing Form contains information necessary for ASH staff to process your medical bills: your contact information, medical situation information, medical bill details, etc. This form is only required if the provider will not submit needs directly.

#### c. Authorization to Obtain Information

In the event ASH needs to obtain medical information to process a Need, an Authorization to Obtain Information form may be required. The Authorization to Obtain Information is a medical release form that was written by an ASH attorney to conform to current HIPAA regulations. It allows your medical provider(s) to share information with us so we can provide services to you. We must have a signed copy of this form in order to share your eligible medical bills; your medical provider(s) won't communicate with ASH about your bills unless we have a signed copy of this form.

#### d. Letter of explanation

If your Provider will not submit the bill for payment, write a short explanation of your medical event and send it with your itemized bills and other forms. The letter helps ASH staff determine how to "assign" each bill to an illness/diagnosis. This process in turn affects your maximum lifetime sharing amount for each illness (see Guidelines X and Y).

### K. What happens when ASH receives my bills?

When ASH receives your bills, Our Needs Processing department makes sure they are not duplicates, that they are eligible bills, that they are itemized and that there are no billing mistakes made by your healthcare provider(s).

Our Member Advocate department then reviews the bills to make sure that the appropriate discount has been applied to your medical bills. The next step is performed by member reimbursement department staff members, who release funds for sharing from the audited ASH bank account. Your Provider will receive a check from the ASH office. You will receive a Sharing Summary Statement (SSS) indicating how much was paid to your Provider by the ASH community.

The sharing process described above takes up to 120 days from the date ASH receives your itemized bill(s) and completed paperwork. We continually work to shorten sharing time. The larger the provider discount, the sooner the bill(s) often can be shared. With your cooperation, we will do everything we can to meet your medical costs as quickly as possible.

Paying your healthcare providers promptly is an ASH membership requirement. If you receive a check directly from ASH to share your medical bills, it must be cashed or deposited within three months of receipt. All funds from ASH checks not cashed or deposited after 90 days will be considered waived by you and returned to the Needs Fund. The amount(s) will be used for the sharing of other members' medical bills.

## L. Should I ever pay my bills at the time I receive medical services?

You should not be asked to pay more than your MRA, although ASH has no control over what the provider asks for at the time of service. Hopefully, the provider will call our Needs Processor to clarify the amount to charge. If the provider will not send your medical need request to ASH on your behalf, you may still submit your need request directly to ASH.

#### PAYMENT AFTER THE TIME OF SERVICE

Most of the time, the Provider will submit bills to ASH for sharing of Needs. In most cases, if your treatment is included under the guidelines, then you should not be asked for more than your MRA unless the Provider does not accept the amount as payment in full.

## M. Should I apply for hospital financial assistance programs?

Yes. Most hospitals have financial assistance programs funded by various sources.

In some cases, generous benefactors fund a program assisting patients with certain types of diseases. For example, a family may set up a foundation in memory of a loved one who has died from a specific disease; the family therefore wishes to fund research and treatment of that condition. Most hospitals are required by law to provide a certain amount of free care to community residents. They set guidelines that patients must meet to be eligible for such benefits. The government also allocates money for patients within a certain economic standard. The amount is pre-set and isn't determined by the number of patients using the funds. ASH requires members to use these resources if they're eligible for them. This practice is valuable because it helps keep monthly financial gifts low. The money is available for this purpose and ASH members have as much right to this source of funding as any other citizen.

## N. What types of bills does ASH share?

Alliance for Shared Health members share bills for procedures as illustrated on your highlight sheet. ASH offers multiple sharing levels to help with a wide range of needs. Please consult the highlight sheet for an overview of the sharing level you have selected.

For example, here is a **non-exhaustive** list of the types of conditions for which bills are regularly shared by ASH members:

- Preventive Care Needs
- PCP Needs
- Specialist Needs
- Urgent Care Needs
- Diagnostic & X-ray Needs (not performed in the hospital)
- Cat Scan Needs (not performed in the hospital)
- MRI Needs (not performed in the hospital)
- Outpatient Testing Needs
- Maintenance Prescription Needs

• Specialty Medication Needs

A list of ineligible expenses appears in the Guidelines Appendix.

#### 1. ALTERNATIVE TREATMENT, CHIROPRACTIC AND NON-ELIGIBLE BILLS

ASH cannot share bills for alternative or chiropractic treatment, including blood work or testing supporting alternative treatment. (Alternative procedures are *not* accepted by the medical community, *have not* been researched and published in medical journals subject to peer review, *are not* widely understood or accepted as mainstream medical treatment and *do not* have properly listed common procedural treatment [CPT] codes.) This Guideline applies regardless of the type of practitioner (naturopaths, homeopaths, medical doctors, etc.). We don't pass judgment on the validity of alternative treatments; however, the reason members have chosen not to share these bills is that ASH doesn't have the capacity to research and test alternative treatments to determine their validity. The reason bills for chiropractic treatment are ineligible for sharing is that ASH members feel expenses for chiropractic care are manageable. When compared to high insurance premiums, most members still save money while setting aside funds for chiropractic expenses.

To view a list of other non-eligible types of bills, please see the Appendix section.

#### 2. ASH NOT COORDINATED WITH OTHER PAYMENT SOURCES

ASH Community has decided it shall share in needs under its guidelines even if a member has alternate forms of access. Therefore, have your provider submit bills and if you meet the guidelines, and your need is eligible for sharing, ASH will make payments to your provider minus any MRA (assuming the provider submitted the bill to ASH or it was submitted through the network).

The following sections are included to protect and be good stewards of the funds you and other members send to share medical bills.

#### a) Double recovery prohibited

If the amount of bills shared by ASH are more than should have been shared under these Guidelines, ASH may recover the excess amount from one or more of the members it has paid or for whom it has paid or any other person or organization that may be responsible for the costs shared by ASH. No member should benefit from multiple payments for the same cost and thereby creating an expense to our other members. Double recovery by a member takes away resources from other ASH members whose needs have yet to be shared.

#### b) Subrogation

This section of the Guidelines shall apply when ASH shares costs for your personal injury and you have the right to recover costs and/or damages from another. Becoming a member of ASH and sharing such costs constitutes your acceptance and acknowledgment of this Guideline provision.

ASH is subrogated to all of your rights of recovery to the extent of the costs shared by ASH for which you may be entitled to recover payment from any other person. ASH is subrogated to any right you have to recover

payment from the person who caused the illness or injury, that person's insurer or any "uninsured motorist," "underinsured motorist," "medical payments," "no-fault," "Workers' Compensation" or other similar coverage provisions.

ASH's right of subrogation applies with equal force to any and all state, federal or common law claims of survivors, wrongful death, consortium or other similar claims. However, ASH's right of subrogation shall not exceed the amounts shared or to be shared in the future by ASH.

ASH's subrogation right has first priority to any recovery and takes priority over the injured party, their attorney or any other person or entity with a claim, right or lien upon the recovery. ASH's right to subrogation will apply even if you have not been made whole, are not fully compensated or only partially recover from another person for your injuries.

#### c) Reimbursement

If at any time you have recovered from any party or through any insurance coverage set forth above, regardless of how you, your legal representative or any other party characterize the recovery, you are obligated to hold in trust for ASH, the whole proceeds of the recovery and must reimburse ASH to the extent of costs shared by ASH within 14 days of receipt of the recovery. At the time of recovery ASH shall have a constructive trust, equitable lien and other equitable rights on the entire funds recovered which can be asserted against any parties who may have possession of a portion of all of the fund.

ASH's reimbursement right has first priority to any recovery and takes priority over the injured party, their attorney or any other person or entity with a claim, right or lien on the recovery. ASH's reimbursement right shall not be reduced for any attorney fees or costs incurred by you or any other party. You will be responsible for payment of any expenses, including attorney's fees and court costs, incurred by ASH to enforce its right of reimbursement.

Any other person or entity with a claim, right or lien on the recovery, ASH's right to reimbursement will apply even if you have not been made whole, are not fully compensated or only partially recover from another person for your injuries.

#### d) Duties as an ASH member

- You agree to provide ASH any information requested by ASH within five (10) days of the request.
- You agree to notify ASH promptly of how, when and where an accident or incident resulting in
  personal injury to you occurred and all information regarding the parties involved.
- You agree to cooperate with ASH in the investigation and protection of ASH's rights.
- You agree not to settle or compromise any claims you have with other persons unless ASH is notified in writing at least 20 days before such compromise and settlement.

#### e) Discretionary authority

ASH shall have discretionary authority to interpret the terms and conditions of the Subrogation and Reimbursement provisions and make determinations or construction which is not arbitrary and capricious and protects the interests of the ASH membership as a whole. ASH's determination will be final and conclusive.

#### 3. THERAPY

Therapist visits are not shareable under the ASH sharing levels.

## O. When I have a medical need, am I responsible to pay part of it?

We all must pay a reasonable part in our own expenses. In order for ASH members to share in each other's medical bills, ASH members should bear some of the cost on their own. However, ASH gives each member the opportunity to decide what level is appropriate for their family when deciding upon their membership level.

ASH members have determined what it means to carry their own load in the realm of healthcare. Their evaluation was centered on the things that happen in our personal lives that can be planned, scheduled, prepared for, prevented and/or made affordable with good personal management.

The additional dynamic involved in determining the load members can carry individually is what they can afford individually. ASH recognizes that each person's circumstance is unique to that person, but our members have accepted a general standard that fits within the ASH structure:

## P. What should I do about incidental health expenses that aren't shared by ASH?

It is important to understand the sharing level in which you have enrolled, and the limitations associated with it. ASH highly recommends enrollment in some form of catastrophic needs sharing- whether through a higher sharing level ASH program or some other catastrophic option.

## Q. What should I do if I find out I'm pregnant?

#### 1. OBTAIN MEDICAL CARE AS SOON AS YOU KNOW YOU ARE PREGNANT.

Since ASH is not designed for Maternity Needs Sharing, ASH highly recommends enrollment in other health sharing programs for reimbursement of maternity expenses.

## R. Are maternity bills eligible for sharing?

#### 1. SHARING LEVELS

See the Appendix for sharing level highlights for sharing that can be used to see an OBGYN.

#### 2. Pre-existing maternity needs

If a member joins ASH while she is pregnant, bills for that pregnancy cannot be shared through the regular ASH sharing program. Members must have a due date for delivery at least 300 days after joining ASH for bills to be eligible for sharing.

#### 3. CHANGING SHARING LEVELS

You must be current with all monthly financial gifts throughout the time medical bills are being processed for sharing. When switching up a level, you must be at the new participation level at least 300 days before the estimated due date in order for your medical bills to be shared at that level. If you drop to a lower sharing level, sharing related to the pregnancy is shared at the lower sharing level, including any bills submitted but as of yet not shared. If you are pregnant and change to a higher level, bills for that pregnancy cannot be shared at the higher level. If you discontinue your membership, your medical bills will not be eligible for sharing.

If you intend to change your sharing level, add or remove dependents, discontinue your participation or change the status of your membership in any way, please allow 30 days for the change(s) to take effect.

#### 4. BABIES AS ASH MEMBERS

Any non-routine medical bills your baby incurs in the first three months after birth are eligible for sharing. After three months, the ASH staff will automatically add your new baby to your membership. If the new baby is your first child, your membership will increase by one participant and your monthly financial gift also will increase. Your financial gift won't increase if your membership is already listed at the Family level. If you wish to remove the baby from your membership, contact the ASH Member Assistance department at 1-877-232-3811.

#### 5. INELIGIBLE BILLS

- Contraceptives or birth control expenses except oral, generic birth control (some can be accessed through SHARx advocacy program).
- Bills for fertility procedures or treatments, or bills from any complications arising from such treatment
- Bills for gestation or surrogate maternity procedures, including but not limited to in vitro fertilization (IVF) and pregnancies resulting from IVF, embryo implants or transfers, and gestation or surrogate procedures.
- Bills for sterilization or reversal procedures, or bills from any complications arising from such treatment.
- Bills for genetic testing are ineligible unless testing is required to determine treatment for a current medical condition. In all such cases, you or your doctor must submit your medical records.
- Bills for treatment of sexual dysfunction (medication, hormone therapy, surgery, etc.)

#### 6. ADOPTION

When an ASH member adopts a child or otherwise has obtained legal custody with legal responsibility for a child's medical care, that child can be included in your ASH membership. If any other source is responsible,

willing or available to pay the child's medical bills, these resources must be exhausted before ASH members can share bills. Medical bills for the birth of an adopted child are not eligible for sharing regardless of the circumstances.

#### a. Adopted disabled children:

In cases when members choose to adopt a child(ren) with known disabilities, ASH reserves the right to refrain from sharing the child(ren)'s medical bills. The non-profit has limited resources and recognizes that in most cases, there are other resources and programs better equipped to assist and provide for adopted disabled children. It is the responsibility of the adoptive parent(s) to research what resources are available and to obtain the necessary funding.

#### 7. UNWED MOTHERS

There are times that unwed women become pregnant. ASH members will share medical bills for unwed mothers per the sharing level selected, provided the member was not pregnant prior to joining ASH.

#### 8. CONGENITAL CONDITIONS

Needs for birth defects or congenital conditions (and bills from resulting conditions) may be submitted for sharing subject to the member sharing level.

## S. How does ASH work for Medicare-eligible people?

ASH is not available for use with Medicare.

## T. Are prescriptions eligible for sharing?

Because ASH does not share needs for acute care meds, high cost maintenance medications, specialty medications, and IVG therapies, most members have access to utilize a 'non-insurance" advocacy program called SHARx. SHARx has an incredible track record of helping members access high cost maintenance medication, specialty medications, and IVG therapies – many times at \$0 cost. This program makes maintenance, high cost medications for diabetics, asthmatics, high cost specialty medications, and IVG therapies available to our members. Most members get them for free. Sometimes there is a cost share depending on the channel used to access the medication. Access to these high cost medications is a significant "hole" that SHARx fills in the health share space.

## U. Does ASH share bills for medical transportation?

#### 1. ASH MEMBERS

Since the ASH programs do not offer sharing for these services, it is highly recommended that members are enrolled in a health share program that includes Sharing of these expenses.

**Nifty tip:** For example, many rural areas offer transport services for a fee, such as \$50 per year. In some cases, this service also includes transportation to your home after you are discharged from the hospital.

Another option is to use the services of volunteer fire departments with trained paramedics. One ASH staff member gave the following example: "If I need emergency transportation while in the service area, the fire department will respond and transport me to a medical facility. I already pay for this service through my local taxes."

#### 2. AIR LIFT EMERGENCY MEDICAL TRANSPORTATION

ASH cannot share medical bills for emergency flights, including domestic and international, whereby you are transported to the United States from a different country, even if the situation is life-threatening. We strongly encourage you to look into other available resources. In the case of international travel, travel medical insurance can typically be purchased through a travel agent. There are programs available for a small monthly fee in case you ever have to be air-lifted.

## V. Does ASH share bills for medical appliances and equipment?

These expenses are not shared by the ASH programs.

\* Bills for sleep apnea treatment or equipment prescribed, administered or recommended by a dentist are not eligible for sharing.

## W. Are bills from motorized vehicle accidents eligible for sharing?

# 1. MEDICAL BILLS INCURRED FROM THE USE OF MOTORIZED VEHICLES ARE NOT SHARED

#### 2. AUTOMOBILE INSURANCE

There are many variations in insurance policy offerings and numerous state rules and regulations regarding auto insurance. Therefore, ASH has not set a minimum requirement for members regarding auto insurance. However, for the sake of keeping monthly financial gifts low, we strongly urge you to set the highest possible limit on the medical assistance available through your auto insurance policy. If you obtain the lowest limit possible, ASH reserves the right to limit your sharing eligibility at the ministry's discretion.

#### 3. NON-MEMBERS

ASH cannot share medical bills for non-members injured in an accident, regardless of the circumstances. Please take this Guideline into consideration when choosing your auto insurance medical pay limit.

## X. What is the maximum amount ASH will share for a medical need?

This depends upon the ASH Sharing Level you are enrolled in. Please refer to the membership highlight sheet you are considering so that you can make a decision that works best for you.

## Y. What about medical bills exceeding the maximum sharing amount?

Please choose your sharing level wisely. As ASH has grown, higher sharing levels have become available. Pay attention to the services that are eligible for sharing so that you make a decision that is best for you and your family.

## Z. What is a pre-existing condition?

A pre-existing condition is any medical condition for which you experience signs, symptoms, testing or treatment before joining ASH. (Routine or maintenance medications are considered treatment.)

For example, if you have a stent that was inserted for a heart condition, the stent is considered treatment and your heart condition is pre-existing.

A condition is no longer considered pre-existing if you have experienced one year without signs, symptoms, testing or treatment (including no maintenance medication) for that condition and it is documented by your official medical records. In contrast, cancer is no longer pre-existing if, after your doctor has pronounced you cancer-free or cured, you have gone five years without any signs, symptoms, testing or treatment.

## AA. Are bills from pre-existing conditions eligible for sharing?

#### 1. ACTIVE OR MAINTENANCE

The ASH Community has decided to include some sharing for pre-existing conditions based upon the sharing level selected. Please refer to the highlight sheet describing the sharing level you are considering for pre-existing limitations specific to your program.

In general, bills for outpatient doctor visits have either a short pre-existing limitation wait, or no wait.

Hospital and surgical expense sharing have longer waiting periods and pre-existing condition restrictions.

#### 2. SCHEDULE

Follow the Sharing Schedule for the level selected.

#### 3. CHANGING SHARING LEVELS

Members with a pre-existing condition who change to the lower Sharing levels will begin the schedule described in Guideline AA.2 as though they are a new member. If a member changes to a lower sharing level, bills for their pre-existing condition will be shared at the lower level. If a member changes to a higher level, bills for an incident in active treatment cannot be shared at the higher level.

#### 4. MATERNITY

If a member joins ASH while she is pregnant, hospital bills for that pregnancy cannot be shared through the regular ASH sharing program. Members must have an estimated due date for delivery at least 300 days after joining ASH for bills to be eligible for sharing.

# BB. What measures are in place to make sure ASH operates with integrity and accountability?

#### 1. BOARD OF DIRECTORS AND INTERNAL CONTROLS

In accordance with good business practices and the laws governing not-for-profit tax-exempt organizations, Alliance for Shared Health has an independent Board of Directors that controls its functions. The names and qualifications of its board members are supplied upon request.

- 1. Management and the Board of Directors review regular financial statements and reports on ASH's financial position. The Board also reviews and approves an annual budget.
- 2. An annual certified audit is conducted by an outside independent public accounting firm with not-for-profit accounting and auditing experience. It checks all aspects of ASH from the receipt and disbursement of money to the systems and procedures that control operations.
- 3. ASH board regularly works with its vendor consultant to maintain best practices for the continual development of ASH sharing levels.
- 4. ASH implemented and abides by the provisions of the Sarbanes-Oxley Act of 2002, which directly addresses fraud prevention. As a non-profit organization, ASH is not required to take this action, but it does so as an additional safeguard.
- 5. ASH staff members who receive money do not disburse money.
- 6. ASH staff members who prepare checks for payment do not sign the checks.
- 7. ASH staff members who sign the checks do not reconcile bank statements.
- 8. All disbursements—whether from escrow funds or operating funds— are reviewed by the ASH president and the chief financial officer.

#### a) Mission and Organization

- 1. To create a community that focuses on personal health and the health of its members by making healthy choices and sharing the medical expenses of members who experience the need for medical care.
- 2. Must be led with and designated by the IRS as a nonprofit 501(c)(3) tax-exempt organization.
- 3. The organization should have written personnel policies—approved by the board trustees/directors—governing the work and activities of all employees.
- 4. To adhere to the ACA guidelines under 5000A(d)(2)(b)

#### b) Governing Body

- 1. The board should have no fewer than three (3) unrelated trustees/directors.
- 2. The majority of board members should be independent (not employees or relatives of employees).
- 3. The board should meet as frequently as necessary to fully and adequately conduct the business of the organization. At a minimum, the board should meet four times a year. Board meetings may be conducted in person or by telephone, video, or online conferencing.
- 4. The board, among other things, should be responsible for: determining the mission of the organization;
  - establishing policies for the effective management of the organization;
  - establishing and approving the organization's conflict of interest policies;
  - approving the organization's budget and periodically assessing the organization's financial performance in relation to the budget;
  - reviewing the results of the annual audited financial statements and evaluating recommendations made in the independent CPA's management letter;
  - hiring the president, determining his/her compensation, and evaluating performance annually;
  - periodically reviewing the appropriateness of the overall salary structure of the organization
  - acting as the final authority in interpreting the ASH membership qualification of what it means to be an ASH member.
  - reviewing and approving written meeting minutes reflecting board actions.
- 5. ASH shall be formed as a non-profit the United States Virgin Islands so that it can also serve the residents of the USVI.

#### c) Conflict of Interest

- 1. The organization should have a written conflict of interest policy applicable to board members, staff, and volunteers that is approved by the board.
- 2. Conflict of interest statements should be provided to and signed by board members, staff, and volunteers, both at the time of the individual's initial affiliation with the organization and periodically thereafter.

#### d) Financial and Legal Accountability

- 1. The organization must operate in accordance with an annual budget approved by the board.
- 2. Internal financial statements must be prepared monthly and be provided to, and reviewed by, board members at each board meeting.
- 3. Annual financial statements must be audited by an independent Certified Public Accounting firm.
- 4. Copies of the organization's audited financial statements must be provided to anyone upon request.
- 5. Copies of the organization's IRS Form 990 must be provided to anyone upon request.
- 6. The organization must be in compliance with all applicable federal, state, and local laws and regulations.
- 7. The organization must be a corporation in good standing within the United States Virgin Islands where it was incorporated.

8. The organization must provide employees with a confidential means to report suspected financial impropriety or misuses of the organization's resources.

#### 9. Program

- a. Limits its membership to individuals who are of similar set of beliefs regarding health and caring for each other's needs and who desire to live by these principles.
- b. Open to participation regardless of current medical conditions; provision should be made to share all needs—including pre-existing conditions—even if through different sharing methods
- c. Individual sharing levels are detailed under each sharing level and members select the sharing level they desire to participate in.
- d. No one is dropped from membership because of medical conditions.
- e. Members have freedom to choose a network provider or their own healthcare providers.
- f. Presents amounts that members may contribute with (a) no assumption of risk or promise to pay among the members and (b) no assumption of risk or promise to pay by the organization to the members.
- g. Provides in a written disclaimer on or accompanying all promotional documents distributed by or on behalf of the organization, including applications and guideline materials that is the same as or substantially similar to the following: Notice: This program 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 program should never be considered insurance. Whether you receive any payments for medical expenses and whether or not this program continues to operate, you are always personally responsible for the payment of your own medical bills.

## Appendix: Bills ineligible for sharing

1. **Bills incurred prior to joining** Alliance for Shared Health (see Guidelines Z and AA for our pre-existing conditions policy)

#### 2. Dental expenses

- a. Exception: Bills for the repair of broken teeth are eligible for sharing if:
  - a. they were incurred due to an accident -and-
  - b. the accident occurred while a ASH member with an account in good standing -and-
  - c. the accident was *not* caused by chewing.
- b. Expenses from Temporomandibular Joint Disorders (TMJ/TMD) are not eligible for sharing. This exclusion applies regardless of variations in diagnostic coding (i.e. micrognathia, congenital malformations of the jaw, etc.), where treatment is being rendered, or the type of practitioner providing the treatment.
- c. Bills for sleep apnea treatment or equipment prescribed, administered or recommended by a dentist are not eligible for sharing. (See Guideline V.1.)

- 3. Incidental medical expenses: vision correction (optometrist services, eye exams, eyeglasses, contact lenses, etc.).; audiological expenses; chiropractic treatment; routine, maintenance prescriptions; over-the-counter medications.
- 4. Elective, non-health related cosmetic surgery and any complications arising from such procedures. Exception: Bills from medically necessary breast reductions are eligible for sharing.
- 5. Weight reduction programs or procedures
- 6. Abortions or births from unwed mothers (see Guideline R.6 and R.7)
- 7. Infertility testing or treatment; sterilization or reversal (see Guideline R.5)
- 8. Gestation or surrogate maternity procedures; in vitro fertilization and associated maternity bills (see Guideline R.5). Genetic testing is ineligible unless required for determining treatment for a current medical condition. Medical records must be provided.
- 9. Congenital conditions (limits apply; see Guideline R.8)
- 10. **Psychological treatment, tests or counseling**. Only emergency room bills incurred to physically stabilize the patient are eligible for sharing.
- 11. Prosthetics
- 12. **Medical supplies**, including (but not limited to): syringes, test strips, lancets, orthotics, batteries, etc.
- 13. **Medical appliances and equipment**, including (but not limited to): hearing aids, breast pumps, crutches, etc.
- 14. Alternative treatment (See Guideline N)
- 15. **Non-medical expenses** such as travel expenses, postage, shipping, finance charges, interest, nutritionist services, phone calls, private room, etc.
- 16. Bills incurred as the result of the abuse of drugs or alcohol; costs incurred from self-inflicted, non-accidental incidents
- 17. Bills incurred from motorized vehicle accidents.
- 18. Medical transportation
- 19. Nursing home care/rehab housing
- 20. Any therapy performed for developmental or educational reasons; only therapy related to an eligible illness is eligible for sharing.
- 21. Health or medical practice membership fees, gym membership fees
- 22. Telephone or digital consultations with healthcare personnel

## Alliance for Shared Health Glossary

You'll find that familiarizing yourself with these terms is very helpful in managing your ASH membership and understanding the health cost sharing process.

Alternative treatment: Alternative procedures are *not* accepted by the medical community, *have not* been researched and published in medical journals subject to peer review, *are not* widely understood or accepted as mainstream medical treatment and *do not* have properly listed common procedural treatment [CPT] codes. ASH cannot share bills for alternative or chiropractic treatment (see Guideline N.1).

**Authorize:** Authorization is the process all medical bills undergo once they are submitted to the ASH office. ASH's Needs Processing representatives approve bills for sharing according to the ASH Guidelines and the member's participation level.

**Statement of Beliefs:** The Statement of Beliefs is a simple set of rules new ASH members agree to abide by during the enrollment process. It is a legal document stating you understand that ASH is a voluntary cost-sharing non-profit entity and NOT a health insurance company. It must be on file with ASH before we can share your medical needs; it corrects insurance regulators who may incorrectly assume that ASH members do not understand the difference between voluntary health cost-sharing and health insurance.

**Illness:** An illness is a diagnosis of a disease, injury or medical condition that has been identified and can be treated once or multiple times (multiple incidents).

**Example 1:** Diabetes is an illness that can be treated at a maintenance level but can flare up and create an incident. The incident (medical bills related to the flare-up) has a definite start and end date; the illness can last a lifetime.

**Example 2:** Your knee hurts so you go to the doctor, who orders an MRI. After viewing your test results, he diagnoses you with arthritis. He gives you a cortisone shot and your knee soon feels better. The diagnosis of arthritis in your knee is an illness. The medical examinations, testing and treatment you undergo is an incident. Two years later, your knee starts to hurt again. You return to the doctor, who says your arthritis has flared up. He gives you another cortisone shot. After two weeks, you go back because it still hurts. He tells you that you need a knee replacement and schedules the surgery. You undergo surgery and physical therapy. After a few months, he gives you a clean bill of health. This scenario describes a second incident within the illness of arthritis in your knee.

**Incident:** An incident includes signs, symptoms, medical treatment or testing that lasts until one of the following events occurs: 1) a certain medical condition is cured according to official medical records; 2) treatment is at a routine maintenance level; or 3) you experience 90 days without any kind of testing or treatment for that particular condition (testing or treatment must be an eligible expense at your chosen level of participation: MRA). The medical bills incurred from the first test to the last treatment before the doctor releases you to a regular, routine maintenance regimen are considered a single incident. If 90 days pass and you receive no further testing or treatment, any future bills you incur will be considered a separate incident. Alliance Member Amounts are per incident (see Guideline G for info about the Gold

program). *Example:* You go to the doctor due to pain in your side. He examines you and gives you some instructions before sending you home. The next week you return because the pain has continued. The doctor orders a blood test and an ultrasound. After reviewing the results, he diagnoses you with appendicitis and sends you to the hospital. He performs an appendectomy. The hospital releases you with instructions to visit the doctor's office in one week for follow-up. At that visit the doctor tells you come back again the following week, at which time he pronounces you cured. Medical bills you incur for each of these situations each fall under the category of a single incident.

**Need:** A need is an individual medical bill. It's necessary for MRA members and staff to distinguish between individual medical bills. A need is categorized under a particular incident, which falls under a certain illness/diagnosis.

**Member Responsibility Amount (MRA):** Member Responsibility Amount is the amount ASH members are responsible to pay for a medical event. For members, ASH shares 100 percent of bills for any medical incident exceeding Member Responsibility Amount as long as all other Guidelines are met. (see Guideline O). Community requires mutual sharing of needs. Everyone should carry his own load in addition to bearing the burdens of others. ASH practices this principle through the concept of personal responsibility.

**Pre-existing condition:** A pre-existing condition is any medical illness with signs, symptoms or treatment predating membership in Alliance for Shared Health (even if it has not been diagnosed).

**Reduction (discount):** A reduction is a discount given by a healthcare provider. ASH members are technically self-pay patients and often qualify for reductions on their medical bills. Reductions represent nearly 60 percent of all medical bills submitted to ASH; without them, ASH monthly financial gifts would be more than twice as high. Please don't be shy about asking for a reduction.

**Share/sharing:** Sharing occurs when ASH sends funds (members' monthly financial gifts and extra gifts) to members whose medical bills are eligible according to the ASH Guidelines, or when ASH reimburses members who paid for eligible medical needs out-of-pocket. We take care to make sure our members understand that ASH is not insurance and does not assume the legal obligation to pay your medical bills. Your fellow members voluntarily share your medical bills and you use that money to pay your bills.

**Sharing level:** There are three service levels from which members can choose: The dollar amounts are called monthly financial gifts and are required for medical bill sharing eligibility. Medical bills are approved for sharing based on the ASH Guidelines and the member's sharing level. Switching levels a effects the amount and type of medical bills eligible for sharing.

# Alliance for Shared Health Plan Highlights

	SHA Premier	SHA Preventive	SHA Scripts
Preventive Care*	100%	100%	Not Shared
Doctor Access	PHCS/RBP	PHCS/RBP	Not Shared
Telemedicine (1800MD)	\$0 MRA	\$0 MRA	Not Shared
Virtual Primary Care (Sherpaa)	\$0 MRA	\$50 MRA	Not Shared
PCP Visits (max 3 visits per year)	\$30 MRA	Not Shared	Not Shared
Specialist (max 3 visits per year)	\$65 MRA	Not Shared	Not Shared
Urgent Care (max 3 visits per year)	\$75 MRA	Not Shared	Not Shared
Diagnostic X-Ray and Lab (In office, max 5 services)***	\$50 MRA	Not Shared	Not Shared
Cat-Scan /MRI (1 per year)***	50% MRA	Not Shared	Not Shared
Outpatient Testing (1 per year)***	50% MRA	Not Shared	Not Shared
Prescription Drugs			
Tier 1 – \$0 - \$49	\$10 MRA	\$10 MRA	Generic Card
Tier 2 – \$50 - \$149	20% MRA (\$20 minimum)	20% MRA (\$20 minimum)	80% of Generics are \$10 or less
Tier 3 – \$150 - \$400 (1 fill at pharmacy for maintenance, then thru SHARx**)	40% MRA (1 <sup>st</sup> fill only)	40% MRA (1 <sup>st</sup> fill only)	All other maintenance medications are
Specialty Drugs	SHARx Only**	SHARx Only**	accessed through SHARx**

<sup>\*</sup>The maximum sharing limit for a preventive mammogram is \$500. The maximum sharing limit for a preventive colonoscopy is \$1,500.

<sup>\*\*</sup>Medications are accessed through Advocacy Program. ASH pays a monthly access fee on all members to waive access fees for our members.

<sup>\*\*\*</sup>Services performed in a hospital are not shareable.

## Appendix 1: Member Disclosure Statements

As an ASH Member, ASH wants you to fully understand the non-profit health share ministry to which you have chosen to join. As such, ASH chooses to highlight some further points to make sure the messaging has been made clear to its members:

#### Section I

- 1. Alliance for Shared Health (ASH) does not restrict access by state. If you are resident of the U.S. or U.S.V.I. and attest to the ASH Statement of Beliefs, you can be a member.
- 2. ASH is an IRS-approved 501(c)3 non-profit entity health sharing ministry. It was set up to help members join a community with a common set of ethical / religious beliefs to share in each other's health care expenses per member guidelines and the sharing level selected.
- 3. ASH meets all the criteria to qualify as a health care sharing ministry under Section 5000A of the Internal Revenue Code. This means that any individual participating in ASH would qualify for an exemption from the mandate on IRS Form 8965.
- 4. The individual mandate is not currently being enforced at the Federal level. Members should understand the laws in their own state to avoid any penalty for not having ACA required alternatives in place.
- 5. ASH is NOT a contract for insurance and the member guidelines expressly indicate such.
- 6. ASH members agree and attest to a common set of ethical/religious beliefs. If one is not willing to attest to these beliefs, they are not able to be a part of ASH.
- 7. ASH is NOT legally responsible for paying members' medical bills though ASH desires to share medical needs based upon the sharing level selected.
- 8. The monthly contributions made by members are voluntary contributions to the sharing funds of ASH.
- 9. ASH does not pay agents commission for referring participants into ASH sharing programs, though paying of agents is allowed in all but two states (Maryland and Pennsylvania).
- 10. ASH, unlike other health share programs, does not place pre-existing condition stipulations on its programs, with the exception of catastrophic hospital needs sharing.
- 11. ASH is not catastrophic health insurance, nor does it seek to represent itself as such.

#### **Section II**

- 1. ASH is a health share ministry to which members agree to the following set of ethical/religious guidelines in order to participate:
  - ❖ Of supreme importance to ASH members is the need to unite in a spirit of compassion, regardless of race, denomination, age, gender, sexual persuasion, or political affiliation. This compassion is displayed specifically in the area of sharing health care expenses.
  - ❖ ASH members are bound by a common passion to use its collective resources to help people struggling with physical needs by sharing in health care needs and expenses.
  - ASH members believe it is our right to direct our own health care, free from government dictates, restraints, or oversight, and want to be a part of a health share community whose mission is to assist members.
  - ❖ ASH members understand that the ASH board establishes and approves guidelines and sharing levels, as well contracts with outside vendor consultants for guidance in building a program that is sustainable and operates under its 501(c)3 approved requirements.

- ❖ ASH members understand that their participation is voluntary and does not represent a contract for insurance. Members understand that their medical needs will be shared based upon the sharing level in which they choose to participate.
- 2. As long as a prospective member agrees to the ASH Statement of Beliefs, they can join.
- 3. ASH facilitates the distribution of member funds for the sharing of medical needs.
- 4. Membership cannot be refused based upon health status.
- 5. Members are allowed to join ASH at different sharing levels based upon their own situation and voluntary contribution level they wish to participate.
- 6. Sharing of medical needs is limited or excluded if members choose to use illegal drugs, are under the influence of alcohol that causes a medical need, or pregnant when joining ASH.
- 7. Health Sharing uses non-insurance terminology. Doing so is one way that it is made clear to members that ASH is not a contract for insurance.
- 8. Member Responsibility Amount (MRA) is terminology that helps describe what an ASH member must pay before ASH shares in their medical needs from the funds.
- 9. Member contributions go toward the needs sharing fund to help share in member medical needs per the sharing level selected.
- 10. ASH, unlike other health share programs, does not place pre-existing condition stipulations on its programs, with the exception of catastrophic hospital needs sharing. Please make sure you understand these limitations when participating in a sharing level that includes hospital sharing.
- 11. For ASH members, pre-existing condition limitations only apply to hospital needs sharing.
- 12. Preventive sharing is an important aspect of ASH sharing levels. Preventive services received and billed through a hospital are NOT shared by ASH.
- 13. Members' needs are only shared as long as they remain an "active" member. In order to be an active member, one must pay their contributions continuously and without interruption.

#### **Section III**

- 1. ASH programs may be supplemented by other non-insurance health care access programs. Many of these provide incredible solutions to help our members access care at very reasonable costs.
- 2. ASH is supported by a number of alternate access solutions. These include:
  - a. High cost maintenance and prescription advocacy services through SHARx
  - b. 24 / 7 telemedicine services
  - c. Discount Lab Programs
  - d. Virtual Primary Care Access
- 3. ASH welcomes interaction with agents on the members' behalf, and in order to be consistent across all State lines, reminds brokers they are not an "agent for" ASH, the non-profit health share ministry.
- 4. ASH may share in some low-cost medications depending on the sharing program selected, but high cost meds are only accessed through SHARx. SHARx provides members access to high cost maintenance medications, specialty medications, and drugs that treat orphan conditions. This program is not insurance or a discount plan, but a fee-based member advocacy solution.
- 5. While SHARx is not specifically an ASH program, ASH wants members to fully understand what SHARx provides to avoid confusion. SHARx helps members get high cost maintenance and specialty

medications through alternate points – oftentimes at little to no cost. Procurement of the medication can take anywhere from one to six weeks depending on the access point utilized. It is important to understand that procurement of medication through SHARx does not happen immediately and is a process that requires member follow up of information requests.

- 6. ASH utilizes an external enrollment portal to collect the voluntary monthly member contributions and it may also collect costs associated with the additional non-ASH solutions such as SHARx, telemedicine, and virtual primary care.
- 7. Prospective members are expected to enroll themselves voluntarily through the online enrollment portal.
- 8. It is important that members read and understand the member guidelines so they can make an informed decision regarding their sharing level and how needs are shared.

## Legal Notices

The following legal notices are required by state regulation, and are intended to notify individuals that non-profit health sharing entities such as Alliance for Shared Health (ASH) and health care sharing ministry plans are not insurance, and that such entities do not provide any guarantee or promise to pay your medical expenses. ASH's role is to enable self- pay patients to help fellow ministry members through voluntary financial gifts.

#### GENERAL LEGAL NOTICE

This organization facilitates the sharing of medical expenses but is not an insurance company, and neither its guidelines nor plan of operation is an insurance policy. Sharing is available for all eligible medical expenses; however, 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 or your provider receive any payments for medical expenses and whether or not this program continues to operate, you are always liable for any unpaid bills. This health care sharing ministry is not regulated by the State Insurance Departments. You should review this organization's guidelines carefully to be sure you understand any limitations that may affect your personal medical and financial needs.

#### STATE SPECIFIC NOTICES

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

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

#### Alaska Statute 21.03.021(k)

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

Arizona Statute 20-122

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

#### Arkansas Code 23-60-104.2

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

#### Florida Statute 624.1265

Alliance for Shared Health is not an insurance company, and membership is not offered through an insurance company. Alliance for Shared Health, LLC. is not subject to the regulatory requirements or consumer protections of the Florida Insurance Code.

#### Georgia Statute 33-1-20

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

#### Idaho Statute 41-121

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

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

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

#### Indiana Code 27-1-2.1

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

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

Notice: Under Kentucky law, the religious organization facilitating the sharing of medical expenses is not an insurance company, and its guidelines, plan of operation, or any other document of the religious organization do not constitute or create an insurance policy. Participation in the religious organization or a subscription to any of its documents shall not be considered insurance. Any assistance you receive with your medical bills will be totally voluntary. Neither the organization 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 Statute Title 22-318,319

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

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

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

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

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

#### Michigan Section 550.1867

Notice: Alliance for Shared Health that operates this health care sharing ministry is not an insurance company and the financial assistance provided through the ministry is not insurance and is not provided through an insurance company. Whether any participant in this 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 needs.

#### Mississippi Title 83-77-1

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

#### Missouri Section 376.1750

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

#### Nebraska Revised Statute Chapter 44-311

IMPORTANT NOTICE. This organization is not an insurance company, and its product should never be considered insurance. If you join this organization instead of purchasing health insurance, you will be

considered uninsured. By the terms of this agreement, whether anyone chooses to assist you with your medical bills as a participant of this organization will be totally voluntary, and neither the organization nor any participant can be compelled by law to contribute toward your medical bills. Regardless of whether you receive payment for medical expenses or whether this organization continues to operate, you are always personally responsible for the payment of your own medical bills. This organization is not regulated by the Nebraska Department of Insurance. You should review this organization's guidelines carefully to be sure you understand any limitations that may affect your personal medical and financial needs.

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

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

#### North Carolina Statute 58-49-1

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. 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.

#### Oklahoma

Especially for Oklahoma Residents: This is not an insurance policy. It is a voluntary program that is neither approved, endorsed, or regulated by the Oklahoma Department of Insurance and the program is not guaranteed under the Oklahoma Life and Health Insurance Guaranty Association.

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

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

for medical expenses and whether or not this publication continues to operate, you are always liable for any unpaid bills.

South Dakota Statute Title 58-1-3.3

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

Texas Code Title 8, K, 1681.001

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

Utah Statute Title 31A-1-103(3)(c), as last amended by Laws of Utah, Chapter 274.

The title of insurance code does not apply to health benefits provided by a health care sharing organization if the organization is described as a 501(c)(3).

Virginia Code 38.2-6300-6301

Notice: This publication is not insurance, and is not offered through an insurance company. Whether anyone chooses to assist you with your medical bills will be 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.

Washington RCW 48.43.009

Health care sharing ministries re not health carriers as defined in RCW 48.43.005 or insurers as defined in RCW 48.01.050. For purposes of this section, "health care sharing ministry" has the same meaning as in 26 U.S.C. Sec 5000A.

#### 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 26.1.104(a)(v)(c)

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 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 payments of your medical bills regardless of any financial sharing you may receive for the organization for medical expenses. You are also responsible for payment of your medical bills if the organizations ceases to exist or ceases to facilitate the sharing of medical expenses.