

- Contract

# Guidelines As of 6.20.23

Impact Health Sharing is a not-for-profit corporation that exists to create, exercise, and express practical applications of Christian faith, beliefs, and ethics. We believe in bringing together individuals and families in shared acts of common good.

Impact Health Sharing is NOT insurance and these Guidelines are not a contract for insurance. The Guidelines do, however, outline the way in which voluntary sharing of healthcare expenses occurs among members.

By becoming an Impact Member, you are agreeing to these Guidelines and that Impact has the legal right to facilitate sharing under these Guidelines, for your benefit and for the benefit of all members, in its reasonable discretion.

Please access our Disclosures at ImpactHealthSharing.com/disclosures.

#### **Mission Statement**

We believe in providing a member-centric experience while delivering value and transparency in the sharing of medical expenses.

Impact Health Sharing was founded by Phil and Angela Chrysler, faithinspired entrepreneurs, business owners, and charitable activists. They inspire people to achieve personal and financial goals.

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# Statement of Shared Beliefs & Ethics

# **OUR BELIEFS, ETHICS, AND STANDARDS**

mpact Health Sharing is a not-for-profit corporation that exists to create, exercise, and express practical applications of Christian faith, beliefs, and ethics. We believe in bringing together individuals and families in shared acts of common good.

We believe that the expression of these things, and the right to associate in the exercise of their expression, is a fundamental right guaranteed under the United States Constitution. We welcome all people who are willing to honor and abide by our Statement of Shared Beliefs & Ethics, by which we operate.

We are a community that shares a common belief that by coming together, sharing together and acting together, we provide greater opportunities for health and freedom to our neighbors and, in turn, we gain the same opportunities for ourselves and our families.

As a community, we believe that it is both true and self-evident that all persons are created equal and in the likeness of God. We believe that all persons have been endowed, by God, with unalienable rights such as life, liberty, and the pursuit of happiness.

As families and individuals, we believe we share the responsibility of ensuring that the pursuit of life, liberty, and happiness is available to all. As a community, we share a belief that contributing to one another's medical bills express our commitment to help each other pursue a life of liberty and happiness.

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

- 1. We believe that our rights and liberties originate from God and are bestowed by God.
- 2. We believe that everyone is created equal and in the likeness of God.
- 3. We believe that all persons have the right to life, liberty, and the pursuit of happiness.
- 4. We believe in the principle taught by Christ to "love thy neighbor as thy self," regardless of race, religion or creed.
- 5. We believe we have a moral and ethical obligation taught by Christ to assist others in need.
- We believe that the Christian ideal of sharing and contributing to each other's medical bills is an expression of our commitment to our obligations to one another as a Christian-based community.
- 7. We believe that it is our ethical duty to one another to maintain a healthy lifestyle and avoid foods, behaviors, habits, or any choices and activities that produce sickness or disease to ourselves or others.
- 8. We believe that we have an ethical duty to each other to make legal, mature, and responsible decisions that do not create a risk of injury to ourselves or others.
- 9. We believe it is our fundamental right of conscience to direct our own healthcare in consultation with our physicians, family, or other valued advisors.
- We believe we have a fundamental right guaranteed under the United States Constitution to associate in the lawful exercise of our common belief to voluntarily share health care expenses with one another.



# I. Impact Health Sharing Program Details

# A. Healthcare Sharing

Impact Health Sharing is a not-for-profit healthcare sharing organization that facilitates the sharing/payment of one another's medical bills.

This program is designed for sharing of medical expenses related to new conditions related to illness, injury or accident.

To participate, members contribute a monthly share amount that is applied to the eligible medical bills of other members. The monthly share amount is based on the age of the oldest member in the household, the number of people applying (1, 2, or 3 or more), and choice of Primary Responsibility Amount. If certain criteria is met, a Body Mass Index (BMI) Assessment of \$125 per month will also be applied.

#### B. Primary Responsibility Amount (PRA)

The Primary Responsibility Amount (PRA) is the dollar amount a Household must pay toward their own Eligible Medical Bills during a 12-month period before their Eligible Medical Bills can be published and shared by the membership.

All Eligible Medical Bills are subject to the annual PRA and co-share except the annual/well office visit and lab allowance as detailed in section III. D.

The PRA 12-month period begins on the Membership Date.

The PRA resets on the anniversary of your Membership Date. Your Membership Date is the date that your membership in the Impact Sharing Plan started.

A member can change their PRA amount on the anniversary of their Membership Date.

# C. Co-share

Once the Primary Responsibility Amount is met, the member pays 10% (the Co-share amount) of all eligible medical bills. The remaining 90% is published for sharing to the Impact membership.

#### D. Co-share Limit

There is a co-share limit of \$5,000 per household per year. In other words, after a total of \$5,000 in co-shares is paid by the member, they will not be subject to a co-share until the amount resets on their Membership Date.

#### E. Provider Fee

At time of receiving service from a medical care provider, members pay the following:

- \$0 for Telemedicine (excluding mental telehealth, see III.D.)
- \$50 for Primary Care
- \$50 for each Allergy Test/Serum Injection
- \$75 for Specialist/Urgent Care/Outpatient Services
- \$150 for Emergency Room or Inpatient Hospitalization.

These fees are not applied to the PRA and are paid even if the member has met the PRA for the year. For eligible services, the Provider Fee is applied, then any remaining PRA and finally the Co-share is applied up to the Co-share limit.



Telemedicine is shared on equal footing with all other medical expenses, but with a \$0 provider fee at the time of service. Telemedicine is subject to all other limitations of health sharing costs and is not a promise to pay or provide that service by either Impact or its membership. As with all other medical costs and expenses, contribution to Telemedicine remains voluntary.

#### F. Guidelines Govern

These Guidelines explain the program requirements and govern the sharing of medical bills.

The Guidelines in effect at the time of service govern the program, not the Guidelines in effect when a member joined. The Guidelines are available online at ImpactHealthSharing.com.

#### G. Changes to the Guidelines

Changes to the Guidelines can be made by a majority vote of the Board of Directors at any time. Notification to the membership of the changes will be made and all changes will be available at ImpactHealthSharing.com for 24 months from the date of the change.

#### H. No Member or Impact Health Sharing Liability

Impact Health Sharing is not insurance. Impact Health Sharing is a Healthcare Sharing Organization as outlined in the Patient Protection and Affordable Care Act and was created to facilitate the sharing of medical bills and expenses among members, one with another, according to these Guidelines, in Impact's reasonable discretion. Impact Health Sharing is not liable for the payment of a member's medical bill. If sharing occurs, the shared medical bills are paid by the member that incurred the bill from other members' share contributions only, not from funds of Impact Health Sharing itself.

#### IMPACT HEALTH SHARING IS NOT AN INSURANCE COMPANY. HEALTH SHARING IS NOT INSURANCE OR A CONTRACT FOR INSURANCE. THE PAYMENT OF MEDICAL BILLS THROUGH IMPACT HEALTH SHARING OR OTHERWISE IS NOT GUARANTEED IN ANY WAY.

There is no transfer of risk from a member to Impact Health Sharing or from a member to other members; and there is not a contract of indemnity between Impact Health Sharing and any member or between the members themselves.

# II. Membership

# A. Qualifications

To be eligible to participate in Impact Health Sharing, an applicant must:

- Have abstained from the use illegal drugs for at least the 12 months prior to applying for membership
- Agree with the Statement of Beliefs and Ethics

# **B. Membership Requirements**

• Members cannot use illegal drugs.

- An adult child (18-25) needs to meet the same requirements in order to be on his or her parent(s) household membership and have their bills shared.
- Medical information is provided during the application process. IF AN APPLICANT OR MEMBER FAILS TO DISCLOSE MEDICAL HISTORY OR LIFESTYLE HABITS OR CHOICES THAT MAY DISQUALIFY THEM FROM MEMBERSHIP AND THAT INFORMATION IS DISCOVERED, MEDICAL BILLS MAY NOT BE SHARED AND/OR MEMBERSHIP MAY BE CANCELLED.

- Participation in Impact Health Sharing will be online and monthly share contributions must be made using Electronic funds transfers (EFTs). The contributions will electronically transfer from the member's bank account to a virtual share account in order to send funds to other members. Receiving members will receive those funds in bill pay accounts, the sole purpose of which will be to pay eligible bills.
- Body Mass Index (BMI) Assessment

Body Mass Index (BMI) Assessment criteria (based on weight and height) have been established that may require applicants to pay an additional monthly amount. In order to remove this additional amount, members must provide documentation that shows they have lowered their BMI below the set criteria. You will be notified during the application process before you join if you qualify for this additional amount of \$125 per month.

• Tobacco Use Assessment

Members who use tobacco or vape regularly are required to pay a Tobacco Assessment of \$50 per month.

Members who do not disclose this information may be subject to membership termination if it is determined after membership date.

You will be notified during the application process before you join if you qualify for this additional amount.

# C. Family Members

The following family members may be included or added to the membership if they meet the qualifications for membership:

- Spouse
- Unmarried Children (Biological or Adopted) until they reach the age 26\*
- Children in full legal custody or guardianship of the member

\*An exception is made for those who are disabled and still dependent upon and under the care of their parent(s).

# D. 65 Years of Age and Older

Applicants who are age 65 or older must have Medicare Parts A&B. For prescription costs to be eligible for sharing, members must have Medicare Part D as well. All sharing will be secondary to Medicare. There is only one PRA level available to these senior adults (see pricing calculator at ImpactHealthSharing.com). This program is available only on an individual membership basis.

# E. Non-U.S. Citizens

The following individual(s) can join Impact Health Sharing.

- Those who possess a U.S. issued Social Security number and a valid Identification Card issued by the U.S.
- Those who possess an Individual Taxpayer Identification Number (ITIN) and also have a government-issued Identification Card issued by Mexico, Canada, Guatemala, or the United States.

# F. Cancellations

Membership will be cancelled if a member does not deposit the Monthly Share for more than 60 days. The Cancellation Date will be the last day of the month for which the last Monthly Share was deposited. Only Eligible Medical Bills incurred on or before the Cancellation Date will be considered for sharing.

# III. Bill Sharing

# A. Sharing Limits

For the first 60 days of membership, members are eligible to have up to \$50,000 of their Eligible Medical Bills shared (excluding pre-existing conditions). Does not apply to newborns added within 30 days of birth.

Maternity sharing is limited to \$150,000 per single pregnancy event.

There is an annual sharing cap of \$500,000 per member per Membership Year.

There is no lifetime limit on sharing except as noted herein (see Section III. C.).

# **B.** Approved Treatment

To be eligible for sharing, testing and treatment must be CMS- or FDA-approved and submitted on a CMS 1500 or a UB and IB form, and ordered by a:

- Medical Doctor (M.D.)
- Doctor of Osteopathy (D.O.)
- Nurse Practitioner (N.P. or A.P.R.N.)
- Physician's Assistant (P.A.)

- Doctor of Podiatric Medicine (D.P.M.)
- Dentist (D.D.S. or D.M.D.)
- Midwife
- Ophthalmologist
- Doctor of Chiropractic (D.C)

These CMS or FDA approved tests and treatments must occur at one of the following:

- Hospital
- Surgery center
- Clinic
- Doctor's office
- Diagnostic facility

Diagnosis and treatment are to be performed in the U.S. to be eligible for sharing, except in emergencies.

# C. Eligible for Sharing

Medical bills related to a new condition, injury or illness are eligible for sharing, provided they are not listed in Section III. E. Not Eligible for Sharing. These bills may be subject to limitations if they are listed in Sections III. D. Limited Sharing.

Eligibility for sharing medical bills, even for treatments that do not require pre-notification, is generally determined after the healthcare event. However, an earlier determination can be requested by the provider or member. This decision is based on relevant medical and lifestyle information. It may also require a review of medical records from 36 months prior to membership, depending on the nature of the illness or the circumstances of the injury. Please note, even if a preliminary determination is made prior to treatment, such decisions can be reversed if subsequent findings indicate that the treatment was, in fact, not eligible. If access to necessary medical records is denied, the associated medical bills cannot be shared.

Bills eligible for sharing are subject to the Member's PRA and co-share.

Bills must be received by Impact within 12 months from the date of service to be considered for sharing.

Bills are to be submitted by the provider following standard healthcare industry submission and coding guidelines. This is necessary for bills to be considered for sharing.

In the event that a Member must submit a bill for processing, it must be submitted electronically using the Medical Expense Form at www. ImpactHealthSharing.com/forms. When submitting a Medical Expense Form (MEF), members are responsible for obtaining all information needed for processing. Only MEFs that contain all needed information will be accepted for processing.

# D. Limited Sharing

#### 1. Maternity

Maternity is eligible for sharing after the mother has been a member for 12 months. Sharing is limited to \$150,000 for any single pregnancy event, to include antepartum care, the cost of delivery and complications to the mother and postpartum care.



\*Limited Sharing is subject to the PRA and co-share.

For ineligible maternity events, any fetal abnormalities and/or congenital abnormalities noted in medical records prior to the mother joining Impact Health Sharing, will be considered a pre-existing condition and would not be eligible for sharing.

To be eligible, delivery must be performed by a Medical Doctor, Doctor of Osteopathy, or Midwife who is properly licensed, certified and/or registered in the state of delivery.

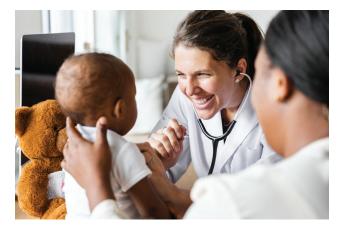
The newborn can be a member from birth if a request to add them to the membership is made within 30 days of the date of birth.

If the mother is not a member for 12 months prior to delivery, the following are instances where maternity bills are ineligible for sharing:

- Medical bills incurred before the newborn's Membership Date
- Unresolved maternity medical conditions of child or mother

The 12-month requirement is determined by the Estimated Due Date (EDD) documented in the medical record. If the EDD is at or after the 12th month of membership, then the maternity event is eligible for sharing.





#### 2. Prescriptions

Prescription medication expenses for prescribed drugs that may be dispensed, injected, or administered may be credited toward the PRA if they are not considered treatment for chronic conditions that were pre-existing when the member joined Impact. After the member's PRA has been met, eligible prescriptions will be shared as follows:

- After the first \$25 on generic drug prescription
- After the first \$50 on brand name prescription when a generic is unavailable
- Prescription medications must be purchased using the member ID card (see Rx information on the card)
- Members pay 100% of the prescription amount at the pharmacy
- Prescription drugs that may be dispensed, injected or administered
- Psychotropic medication and birth control expenses are not eligible for sharing

The sharable amount is limited to \$1200 per member per membership year after the PRA has been met.

Exceptions may be made in the case of medications for cancer and transplant recipients.

Note: Members 65 and older must have Medicare Part D for prescription costs to be eligible for sharing. All sharing will be secondary to Medicare.

\*Limited Sharing is subject to the PRA and co-share.



- 3. Preventive Screening. Preventive screening as outlined below is subject to PRA and co-share.
- Women: Pap test—one every three years from age 21-65

Mammogram—one every year for ages 45-54, every two years starting at age 55

- Men: PSA test—one every year, starting at age 45
- All: Colonoscopy—one every 10 years starting at age 45 or one every five years for members at high risk
- As it pertains to eligible preventive care for both men and women, both the test and coordinated office visit will be eligible for sharing.
- Note: Bills are processed in the order they are received to apply allowances and sharing.

#### 4. Mental Health

Virtual Mental Health Care is eligible for sharing through a teletherapy provider approved by Impact. Members must pay 100% of the session consult fee at the time of service and may submit proper receipts to Impact for processing via the Medical Event Form. Virtual Mental Health is considered a Specialist for provider fee purposes and subject to the PRA and co-share.

Outpatient Mental Health Care is eligible for sharing if performed by a qualified provider up to 5 visits per member per membership year. Outpatient Mental Health providers are considered Specialist for provider fee purposes and subject to the PRA and co-share.

#### 5. Outpatient Therapy

Outpatient therapy is limited to 50 visits per member per membership year regardless of the type of outpatient therapy, provided it is included in the list below and (subject to PRA and co-share).

- Chiropractic Adjustment
- Physical Therapy

- Vision Therapy
- Occupational Therapy
- Speech Therapy
- Respiratory Therapy
- Cardiac Rehabilitation

#### 6. Durable Medical Equipment

Durable Medical Equipment (DME) is any equipment that provides therapeutic benefits to a patient in need because of certain medical conditions and/or illnesses, can withstand repeated use, is appropriate for use in the home and is ordered or prescribed by a physician for a condition.

DME related to an eligible need is eligible for sharing for up to \$500 per member per membership year toward the rental or purchase once PRA has been met. DME expenses are also subjected to PRA and co-share.

#### 7. Prostheses

Prostheses are eligible for sharing, up to two max per lifetime for the same condition once PRA is met, is also subject to co-share.

#### 8. Motor Vehicle Accidents:

Treatment related to injuries received while in motor vehicles is eligible for sharing, provided all legally required and industry recommended safety equipment was in use. Treatment related to motorcycle accidents is limited to \$100,000 per incident once PRA has been met, subject to co-share. Sharing will be secondary to the vehicle insurance. Treatment will not be shared if there was abuse of alcohol or legal drugs or the use of federally illegal drugs.

#### 9. Tobacco Users

Medical cost sharing for the needs of tobacco users 50 years of age and older is limited to \$50,000 lifetime for each of the following four disease categories:

• Stroke

\*Limited Sharing is subject to the PRA and co-share.





- Cancer
- Heart conditions
- Chronic obstructive pulmonary disease (COPD)

#### 10. Sharing for Seniors

Adults age 65 and older with Medicare Parts A and B. Eligible medical bills for members 65 or older are eligible for sharing with no co-share amount. Sharing is secondary to Medicare and is based on the difference between the Medicare-allowable charges and the actual amounts paid by Medicare. The member must submit a copy of the Medicare Explanation of Benefits and the CMS 1500, or UB and IB form.

The Pre-Existing Medical Condition limitations do not apply to members 65 years old and older.

Members 65 and older must have Medicare Part D for prescription costs to be eligible for sharing.

All sharing will be secondary to Medicare.

Not eligible for sharing:

• Treatment for members age 65 or older that is not Medicare-eligible

• Treatment for members age 65 or older that are not enrolled in Medicare

The tobacco assessment does not apply to Seniors, but BMI assessment does.

#### 11. Medical Transportation

Medical transportation to the nearest facility, including ground and air ambulance services to hospitals, is eligible in emergency situations or when medically necessary for transport for admission to another medical facility. Air ambulance is limited to a \$25,000 lifetime max per member. Transportation for appointments is not eligible for sharing.

#### 12. Home Health

Skilled care at home services for an eligible need are limited to 40 visits per member per membership year by a registered ARNP, LPN or RN. A visit is limited to a maximum block of 4 hours and subject to the PRA and co-share.

#### 13. Hospice

Hospice care services are eligible for sharing when prescribed by a physician and is subject to a lifetime limit of \$15,000 per member once PRA has been met and subject to co-share.

#### 14. Sharing Outside the United States

Diagnosis and treatment must be performed in the U.S. to be eligible for sharing, except in emergencies.

#### 15. Wellness

Wellness Visits and Diagnostic tests are eligible for sharing as follows: (Both the annual/well office visit and \$150 lab allowance are 100% sharable and not subject to the PRA or co-share.)

- One annual/well office visit for members 6 years and older per membership year, and includes \$150 allowance to be used towards any of the labs listed below.
  - Complete Blood Count with Differential and Platelets

\*Limited Sharing is subject to the PRA and co-share.



- Comprehensive Metabolic Panel
- Lipid Profile with Lipoprotein Particle Assessment
- Hemoglobin A1C
- Vitamin D-25 OH
- C-Reactive Protein
- Fecal Occult Blood Test
- Pap Smear
- PSA
- Members under the age of 6 receive one annual visit. Additional visits will follow routine wellchild guidelines as dictated by the American Academy of Pediatrics. These additional visits are subjected to PRA and co-share. Well-child care is defined as recommended routine check-ups and associated lab work, excluding vaccinations and/or immunizations.

#### E. Not Eligible for Sharing

Bills related to the following are not eligible for sharing:

- Treatment that is in violation of the Statement of Beliefs and Ethics including illness or injury arising from grossly negligent acts, use of illegal drugs, abuse of alcohol or any illegal activity, whether or not an arrest is made, charges are filed, or a conviction results.
- Treatment related to current use of illegal drugs
- Residential drug/alcohol treatment
- Procedures or surgery that is not medically necessary
- Prophylactic (treatment intended to prevent disease) and preventive surgery without personal history of diagnosis and a doctor's recommendation
- Inpatient rehab

- Inpatient and Outpatient drug/alcohol rehabilitation
- Inpatient mental health services
- Nutrition services
- Alternative or naturopathic treatment
- Experimental treatment
- Genetic testing not required for treatment of an existing condition
- Hearing aids
- Non-prescription (over-the-counter) drugs and medical supplies/equipment.
- Fertility/infertility treatment
- Direct Primary Care costs
- Medical marijuana
- Routine or preventive care not listed in Section D. above
- Sleep studies not related to a specific disease or disorder
- Treatment related to genetic defects, hereditary diseases, or congenital conditions present before membership
- Weight management treatment or procedures
- Dental or Vision services not related to a medical injury or illness.
- Orthotics are not eligible for sharing.
- Transportation to appointments
- Cosmetic, Transgender, or voluntary treatment or surgery
- Psychotropic medication
- Birth control
- Vaccinations and / or immunizations
- Treatment for members age 65 or older that is not Medicare-eligible

# III. E. Not Eligible for Sharing (Cont.)

 Pre-Existing Medical Conditions are conditions in which known signs, symptoms, testing, diagnosis, treatment, or use of medication occurred within 36 months prior to membership (based on medical records).

A known sign is any abnormality indicative of disease, discovered on examination/diagnostic testing before joining membership.

A symptom is any subjective evidence of disease. In contrast, a sign is objective.

A Pre-Existing Medical Condition is eligible for sharing after the condition has gone 36 consecutive months without known signs, symptoms, testing, diagnosis, treatment, or medication (based on medical records).

If you have been diagnosed with cancer that is in complete remission, and you are only undergoing testing for surveillance purposes, then bills related to those services will not be eligible for sharing for the first 36 months of membership.

If after 36 months you are without signs, symptoms, testing (other than surveillance testing), diagnosis, or treatment (medication), medical expenses related to that cancer diagnosis will be eligible for sharing.

High blood pressure or high cholesterol that is controlled through medication will not be considered a Pre-Existing Medical Condition for purposes of determining eligibility for future vascular or cardiac events.

The Pre-Existing Medical Condition limitations do not apply to members 65 years old and older.

# F. Use of Programs

If a member qualifies for public assistance or private benevolence programs, they must apply for the program benefit before the bill can be considered for sharing. If the member receives assistance through the use of a program, their next three months of their monthly Share Portion will be waived.

# G. Pre-Notification

Members or providers are required to pre-notify Impact for any of the following treatments to be eligible for sharing:

- Cancer Treatment
- Elective Cardiac Procedures
- Inpatient/outpatient surgery
- Non-emergency hospital/facility admission
- Organ/Tissue Transplant Services
- Maternity

Providers pre-notify by calling (855) 378-6777. Pre-notification of medical bills does not guarantee eligibility or sharing.

Pre-notification enables Impact to inform the member about provider options and potential incentives available. If a member or their provider does not pre-notify Impact the member is subject to an additional co-pay of \$1,000 for the illness or event.

#### H. Medically Necessary Treatment

Eligible needs will be approved for sharing when medically necessary. Medically Necessary, which is defined as health care services that are clinically appropriate in terms of type, frequency, extent, site and duration for the diagnosis or treatment of the member's sickness or injury, and ordered by a Physician exercising prudent clinical judgment for the purposes of evaluation, diagnosis or treatment of that member's sickness or injury. The Medically Necessary setting and level of service is that which, considering the member's medical symptoms and conditions, cannot be provided in a less intensive medical setting. Such services, to be considered Medically Necessary must be no more costly than alternative interventions, including no intervention and are at least as likely to produce equivalent therapeutic or diagnostic results without adversely

# III. H. Medically Necessary Treatment (Cont.)

affecting the member's medical condition.

- It must not be maintenance therapy or maintenance treatment;
- Its purpose must be to restore health;
- It must not be primarily custodial in nature;
- It must not be a listed item or treatment not allowed for reimbursement by CMS (Medicare); and
- Impact reserves the right to incorporate CMS (Medicare) guidelines in effect on the date of treatment as additional criteria for determination of Medical Necessity and/or eligibility of a Need.
- The mere fact that the service is furnished, prescribed or approved by a Physician does not mean that it is "Medically Necessary."
- The determination of whether a service, supply, or treatment is or is not Medically Necessary may include findings of the American Medical Association and Impact's own medical advisors.

Off-label Drug use is considered Medically Necessary when all of the following conditions are met:

- The Drug is approved by the FDA;
- The prescribed Drug use is supported by one of the following standard reference sources:
  - DRUGDEX;
  - The American Hospital Formulary Service Drug Information;
  - Medicare approved Compendia; or
  - Scientific evidence is supported in welldesigned clinical trials published in peer-reviewed medical journals, which demonstrate that the Drug is safe and effective for the specific condition; and
- The Drug is Medically Necessary to treat the specific condition, including life threatening conditions or chronic and seriously debilitating conditions.

# I. Permitted Sharing Level(s)

"Permitted Sharing Level(s)" means charges for Medical Care, which is Medically Necessary for the care and treatment of Illness or Injury, but only to the extent that the fees charged therefore are within all applicable limitations and restrictions established -in the Impact Health Sharing Guidelines (the "Guidelines") including, but not limited to, the following:

- Hospitals (both inpatient and outpatient • services), Ambulatory Surgery Centers, and Independent Facilities: The Permitted Sharing Level for Medical Care established by the Guidelines shall be based upon the average of 150% of the Medicare Allowable Amount for the Medical Care included in the Guidelines and 135% of the Cost of the Medical Care included in the Guidelines; provided, however, that any such Permitted Sharing Level based on the Cost of the Medical Care included in the Guidelines shall be limited to an amount not to exceed 175% of the Medicare Allowable Amount or the amount of Usual, Customary and Reasonable Fees for the Medical Care included in the Guidelines.
- Other Medical & Surgical Services. The Permitted Sharing Level for any general medical and/or surgical Medical Care included in the Guidelines not addressed under the immediately preceding subsection or subsection (d) below may be established or calculated taking into consideration and/or based upon the average of: (i) allowable reimbursement amounts for such Medical Care included in the Guidelines according to the OPPS Reimbursement or other Medicare fee payment methodology plus an additional 50%; (ii) the Costs for such Medical Care included in the Guidelines plus an additional 35%; or (iii) the Usual, Customary and Reasonable Fees as reflected in, or determined by reference to or through the use of any other industry-standard resources or widely recognized data sources, including any resources listed above or any other fee and/or cost information, sources, lists or comparative data published or publicly

# III. I. Permitted Sharing Level(s) (Cont.)

available (free, for purchase or by subscription), or any combination of such resources that are sufficient, in the opinion of the Claims Delegate, to determine a Reasonable amount of Medical Care included in the Guidelines.

- Facilities Lacking Requisite Benchmarks & Specified Services. In the event that for technical reasons Permitted Sharing Levels for Medical Care included in the Guidelines cannot be determined in accordance with the two immediately preceding subsections, and for other Medical Care included in the Guidelines specified below, the Permitted Sharing Levels may be determined as follows:
  - Pharmaceuticals. The Permitted Sharing Level for pharmacy charges from any Hospital or Independent Facility may be calculated based on pharmaceutical Costs, as follows:
    - 150% of Cost for pharmaceuticals other than High Dollar Drugs, but not to exceed the Usual, Customary and Reasonable Fees for such pharmaceuticals; or
    - 120% of Cost for High Dollar Drugs; but not to exceed the Usual, Customary and Reasonable Fees for such pharmaceuticals.
  - Supplies, Implants & Devices. The Permitted Sharing Level for charges for medical and surgical supplies, implants and devices may be based upon 120% of the Cost to the Hospital or Independent Facility providing such items.

- Professional Services. The Permitted Sharing Levels for Professional Services shall be determined based upon the chart for the professional service identified. This chart is available upon request.
- Dialysis Services and Infusion Therapy. The Permitted Sharing Level for dialysis services and infusion therapy visits (which shall include dialysis, facility services, supplies and medications provided during treatment) shall be determined by review of the Medicare Allowable Amount for the billing Hospital or Physician in light of clinical considerations pertinent to the patient being treated.
- Medical Care Provided Under Direct Contract. The Permitted Sharing Levels for Medical Care provided by Directly Contracted Hospitals or Physicians will be the rates or fees established under the applicable contract; provided, however, that the amounts of such rates and fees shall be presumed to be Usual, Customary and Reasonable only to the extent that they do not include otherwise Improper Balances, which charges shall be outside of the Permitted Sharing Levels.

In the event that the Permitted Sharing Level exceeds the actual charge billed for the treatment, service or supply in question, sharing and payments to providers will be based on the actual billed charge. The Permitted Sharing Level for Medical Care will not include charges related to Unbundling, Errors, Unclear Description or Misidentification.



# A. Impact Health Sharing Is Not a Substitute for Insurance as may be Required by Law

Impact Health Sharing is not insurance. However, Impact Health Sharing may be used as a substitute for or an exemption from mandated insurance coverage in the following circumstances:

• To satisfy the federal mandate that became effective January 1, 2014 requiring "applicable individuals" to maintain "minimum essential [insurance] coverage" • To satisfy a certain state requirement to maintain "minimum creditable [insurance] coverage"

These are the only exceptions. Otherwise, members must not certify that Impact Health Sharing is insurance to avoid purchasing insurance required by law, rule or regulation, for example, worker's compensation insurance or sports activity insurance.

# B. Impact Health Sharing is Secondary to Other Sources

If a member has insurance or is eligible/qualified for any insurance benefits or other health or welfare benefits, such as an employment-related health or welfare plan, worker's compensation insurance, homeowner's insurance, or fraternal benefits, the member is expected to take all reasonable steps to qualifying for such payments and to exhaust benefits available under those resources before submitting a request for sharing.

#### C. Assignment of Third-Party Claims

In certain instances where a sharing event may have been caused by actions of a third-party, the member may be required to assign to Impact any and all rights that member has against all parties responsible for causing the injuries or illnesses. This is up to the total amount members provided to or for the benefit of the member and to reimburse Impact on behalf of members. This includes any and all amounts members provide to or on behalf of a member as a result of injuries or illnesses which result from the actions or liability of a third party, and/or which result in a settlement, judgment or other award or recovery to or by a member.

#### D. Sharing Appeal

A member can appeal bill-sharing decisions with which they disagree if he or she believes:

- the medical records were misread, or
- the Guidelines were misapplied.

After a review by Impact Health Sharing, if the member disagrees with Impact Health Sharing's decision, the member has 90 days to request a review by a Seven Member Appeal Panel established by Impact Health Sharing. Impact Health Sharing and the member will both submit a written position statement to the panel. A teleconference will be held where the panel can ask questions of both the member and Impact Health Sharing. A simple majority vote (four out of seven) will carry the decision to share or not.

#### E. Mediation and Arbitration

While these Guidelines are not a contract for insurance, the Guidelines do outline the manner in which voluntary sharing occurs among members under the Impact Sharing Plan. Further, you have authorized Impact to exercise reasonable discretion to administer the Impact Sharing Plan according to these Guidelines. Any claim or dispute arising out of, or related to, enforcement of these Guidelines after a member has exhausted his appeals provided for in Section IV(D) shall be addressed through mediation, with each party to bear their own costs, attorney's fees and 50% of the mediator's fee and with the mediation filing fee to be paid by Impact Health Sharing.

If resolution of the dispute and reconciliation do not result from mediation, the matter shall then be submitted to an independent and objective arbitrator for binding arbitration, with each party to bear their own costs, attorney's fees, and 50% of the arbitrator's fee, and with the arbitration filing fee to be borne by Impact Health Sharing.

Members agree that these methods of dispute resolution shall be the sole remedy for any controversy or claim arising under these Guidelines or against Impact Health Sharing or its agents, employees and contractors; and expressly waive their right to file a lawsuit for such disputes, except to enforce a legally binding arbitration decision.



To make Healthcare Sharing convenient and efficient, Impact Health Sharing deploys a technology platform called a Virtual Share Exchange ("VSE"). The VSE enables all Impact members to participate in the Healthcare Sharing process electronically, as well as to monitor the transactional activities of their individual share accounts and the community at large. Your Impact membership requires that you activate your own Share Account and enable the Virtual Share Exchange to administer the sharing process on your behalf. By activating your Share Account and accepting the Virtual Share Exchange "Terms and Conditions" and Disclosures, you have given Impact Health Sharing and its Service Agents express permission to conduct financial transactions, necessary for the administration of the program, on your behalf.

#### A. Share Account

To participate in the Impact Health Sharing Community, all members must activate a Share Account on the Virtual Share Exchange Platform. Your Share Account is a virtual account and all deposited funds are received by America's Christian Credit Union who holds them "For the Benefit of Impact Health Sharing Members". The Share Account will display your account balances, sharing transaction history and other relevant information, and includes your own dashboard management tools. The money in your Share Account is insured (see disclosure at ImpactHealthSharing.com) and is fully controlled by you. To activate your Share Account, you will be required to provide the necessary personal information to comply with US Banking Regulations. Once your information is submitted and verified, you will be required to link your Share Account to one of your External Bank Accounts, such as Bank of America or Wells Fargo. Each month, your will fund your Share Account with an EFT (electronic funds transfer) from your External Bank Account.

# **B. Monthly Share Notice**

Impact members will receive a Monthly Share Notice through the VSE Platform to inform them and remind them of the monthly amount that they are to contribute. The monthly amount that you are to contribute (your Total Share Amount Due) is based on the Impact Sharing Plan Level that you have selected.

The amount specified in your Monthly Share Notice is transferred through an EFT drawn off your External Bank Account. EFTs are always for the "Total Share Amount Due." The "Total Share Amount Due" is displayed on every Monthly Share Notice and it will include the current Monthly Share Amount, any Past Due Amounts and any relevant Service Fees.

The Total Share Amount Due may be paid manually within the VSE Platform or through Recurring EFTs that you configure within the system. You will have the ability to add, edit and delete your Recurring EFTs, as well as your linked External Bank Account at any time.

# C. Account Management

Your Share Account is a financial account that you own and control. You will have the ability to add, edit and delete your Recurring EFT settings, as well as your linked External Bank Account at any time. You may also choose to have your medical bills "anonymously" shared among the members, otherwise members who share in your medical bills will be able to see with whom they are sharing.



# **D.** Publishing & Sharing

Participation in the Impact Sharing Community is voluntary. This means that when you are selected to participate in a sharing event, if you object to that particular sharing event for any reason, you may withdraw and terminate your membership during the three-day publishing period (described below) rather than participate in that sharing event.

Medical Bills that are eligible for sharing are matched, allocated and published to the membership prior to sharing. To be compliant with regulations and safe harbor statutes, Impact Health Sharing implements a member-to-member or peer-to-peer (P2P) approach to sharing, which means that members share funds directly with one another, rather than drawing funds from a pool.

Your medical bills will be submitted to Impact by your Medical Providers. Impact will process, all bills for eligibility per the Guidelines. Eligible bills are then submitted into the Virtual Share Exchange for sharing. Amounts Approved for Sharing are allocated to your fellow members who have been matched to share in (contribute toward payment of) your bill.

Members who have been matched to share your bill will be notified through a process called "publishing" as to the amount that will be withdrawn from their Share Account for the payment of your bill. They will also be notified as to who will be receiving their funds, unless you choose the anonymous setting in your Share Account dashboard's Sharing Permissions. Once the three-day publishing period has ended, the amount published to each member is transferred to a Virtual Bill Account for the payment of your bill.

Members who have been matched and allocated to share in another member's medical bill may withdraw from membership prior to the expiration of the three-day Publishing Period in which case no funds will be transferred to the receiving member.

Because a member may refuse to share in a particular medical expense for any reason or no reason, the sharing process remains entirely voluntary for every member. However, as noted above, any sharing refusal requires withdrawal from membership before the end of the three-day Publishing Period.

#### E. Virtual Bill Accounts

If you have an eligible medical bill that has been approved for sharing, the VSE will create a Virtual Bill Account for the payment of that bill. Virtual Bill Accounts are unique to a specific medical bill and are linked to your Share Account. Each Virtual Bill Account is unique to a member of your household, a medical provider and a specific bill. Amounts collected in your Virtual Bill Account(s) are restricted and are displayed as a single line item transaction in your Share Account.

#### F. Provider Payments

Virtual Bill Accounts remain open until the Amount Approved for Sharing has been fully collected and transferred to your Medical Provider as payment for your bill. While Virtual Bill Accounts are aggregated in the transactional view of your Share Account, these funds are restricted and cannot be withdrawn from your Share Account. Once all the allocated funds have been transferred from the members who were matched to pay your medical bill, those funds are released for payment to your Medical Provider. The transfer of funds out of your Virtual Bill Account will be displayed as a single line item transaction in your Share Account.

#### **G. Distributed Reserves**

In order to process and pay medical bills quickly, Impact Health Sharing implements a practice called Distributed or Decentralized Reserving. Impact is NOT insurance, so we do not collect and hold medical reserves in a centralized bank account. Instead, the Monthly Share Amount is set at a level to build a small balance (or reserve) in every member's individual share account. These "Distributed Reserves" enable Impact Health Sharing to better manage the ebb and flow of medical usage and payments.



# Glossary of Terms

# BASIC TERMS UNIQUE TO HEALTH SHARING

**"Contribute" or "Contribution"** – The dollar amounts voluntarily transferred by a member to Impact for continued participation in the Impact Sharing Plan. Because participation in the Impact Sharing Plan is not a contract for insurance and participation is voluntary, contributions are not a "demand for payment" for a product or service.

**"Invoice" or "Statement"** – A demand for payment for medical care services rendered, submitted by a medical care provider to a member.

**"Pay" or "Payment"** – The dollar amounts tendered to a medical care provider or facility by Impact and/or a member under the Impact Sharing Plan in consideration for a medical care service rendered by the provider to a member under the provider's contract for service.

**"Share" or "Sharing"** – The joint sharing of certain medical expenses incurred by a member that are contributed to by other members of the Impact Sharing Community.

**"Share Notice" or "Notice"** – A notification of voluntary contribution amounts due under the Impact Sharing Plan, submitted by Impact to a member. Share Notices are typically delivered monthly as a "Monthly Share Notice."

#### **IMPACT PROGRAM & MEMBERSHIP**

**Bill Approved for Sharing** – An Eligible Medical Bill that meets the criteria for sharing in the Guidelines and meets the other conditions for sharing, including whether the member's PRA has been met and other sharing limits have not been exceeded.

**Cancellation Date** – The month and day membership ends due to the member's withdrawal or an administrative cancellation.

**Effective Date** – The date the member's current PRA has begun.

**Eligible for Sharing** – Any testing, treatment, procedure or service that meets the criteria for sharing as established in the Guidelines.

**Eligible Medical Bill** – An incurred medical bill that meets the criteria for sharing as established in the Guidelines, the Eligible Medical Bill may be reduced by any discounts, fees or other sources of payment.

**Illegal Drugs** – Any "controlled substance" or "dangerous drug" which has not been legally prescribed and/or dispensed, or the use of a prescription drug which is not in accordance with the manner in which it was prescribed.

**Member** – Any member of the Impact Sharing Plan, including each family member participating in a member household.

**Member Household** – The related family members participating in the Impact Sharing Plan.

**Membership Date** – The date a member's participation in Impact begins. Medical bills incurred after this date may be considered for sharing among members.

**Pre-Existing** – Any diagnosis, testing, medication or treatment of a condition that a member has received before their initial effective date with Impact.

**Primary Member** – An adult member that is the main contact for the household membership.

**Primary Responsibility Amount (PRA)** – The dollar amount a Household must pay toward their own Eligible Medical Bills during a 12-month period before their Eligible Medical Bills can be published and shared by the membership. The PRA 12-month period begins on the Membership Effective Date.

**Provider Fee** – The portion of a medical bill that a member pays to a healthcare provider at each visit.



#### SHARE ACCOUNT ACTIVATION

**Auto-Share (Recurring EFT)** – a Sharing Permission enabling a Primary Member to set up recurring electronic funds transfers (EFTs) to transfer the Total Share Amount Due specified in their Monthly Share Notice.

**External Account** – an existing bank account that is linked to the Primary Member's Share Account and is used to transfer via EFT the Total Share Amount Due into the Share Account each month.

**Manual Share** – a function that enables a Primary Member to initiate an "on-demand" EFT to transfer the Total Share Amount Due specified in their Monthly Share Notice.

**Permissions** – are auto-enable functions (ex. Auto-Share) that are set and managed by the Primary Member.

**Share Account** – the member-controlled virtual account that is linked to both your External Account and your

deposit account at America's Christian Credit Union and is used for all sharing transactions and activities.

### MONTHLY SHARE NOTICE

**Grace Period** – the number of days between the Share Due Date and Past Due Date.

**Monthly Share Amount** – the sum of the Share Portion and Required Miscellaneous Portions published in the Share Notice.



**Past Due Date** – the day of the month that a delinquent Total Share Amount Due becomes past due.

**Past Due Reminders** – are Share Notice Reminders sent to members who have not paid their Share Notice and are past-due.

**Payment Reminders** – are Share Notice Reminders sent only to members who pay manually, instead of automatically, and only if the Total Share Amount has not yet been paid.

**Previous Balance** – is the sum of any past due, unpaid amounts published in the Share Notice.

**Required Miscellaneous Portion** – an amount set by the HCSO to fund certain described activities such as its administrative and program expenses.

**Share Due Date** – the day of the month by which the Total Share Amount Due must be transferred via EFT in full.

**Share Notice** – the written notification to a member that details the Total Share Amount Due for the month.

**Share Notice Date** – similar to a statement date or invoice date, it is the day of the month that the Share Notice is published and distributed.

**Share Payment (Funding)** – transferring funds (Total Share Amount due) from a member's External Account to their Share Account.

**Share Portion** – the portion of the Monthly Share Amount that is collected and used specifically for member-to-member sharing of eligible medical bills.

**Total Share Amount Due** – the sum of the Monthly Share Contribution Amount (Share Portion and Required Miscellaneous Portion), Optional Portion (auto-enabled by the member), Service Fee and any past due amount (Previous Balance).

#### **MEDICAL BILLS & NEEDS**

Adjusted Amount – the discounted or repriced amount.

**Approved for Sharing** – the portion of the Adjusted Amount that is eligible for sharing as per the program guidelines.

**Bill Status** – References the processing stage/state of a specific Need or Bill.

**Charge Amount** – the gross amount billed by the Medical Provider.

**Explanation of Sharing (EOS)** – is a notice sent to a member detailing the eligibility status of a bill, any discounted amounts and what portion of the remaining Charge Amount has been shared by Impact members and any remaining amount that must be paid by the member.

**Member Responsibility** – the portion of the Adjusted Amount calculated to be member's responsibility and will not be shared.

**Need** – is a grouping of medical bills by a medical event such as knee surgery. Individual medical bills may sometimes be referred to as a "Need."

**Published Amount** – the portion of the Adjusted Amount that is eligible for sharing and has been published/allocated to the members for sharing.

**Received Date** – the date that Impact receives the medical bill and begins processing the bill for eligibility.

**Service Date** – the date that the member (patient) received services from the medical provider.

**Shared Amount** – the Published Amount that has been shared and collected in the member's Sharing Account.

# **MATCHING & SHARING**

**Sharing (Member-to-Member Transfers)** – moving funds from a sending member's Share Account to a receiving member's Virtual Bill Account.





#### SHARE ACCOUNT

**Available Balance** – the total sum that is available for sharing a new eligible medical bill and/or Withdrawal. It is the Total Balance minus the Pending Balance minus the Restricted Balance.

**Debits & Sharing** – The "Negative (-)" transactions debited out of the member's Share Account, which would be Miscellaneous Required Portion (i.e. Debits), Optional Portion, and Share Portion.

**Deposits & Credits** – The "Positive (+)" transactions that are credited to the member's Share Account, such as EFT Transfers (i.e. Deposits) and Shared Funds Received (i.e. Credits) that a member might receive to pay their eligible medical bill.

**Pending Balance** – the sum of EFT(s) that have been initiated but have not yet posted to the member's Share Account.

**Restricted Balance** – the sum of funds that have been credited to the member's Share Account for purpose of paying an eligible medical bill.

**Total Balance** – the sum of the Pending Balance, Restricted Balance, and Available Balance in a member's Share Account.



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