

Case Summary



Case # 20-00020-COMP-CL

Case Name
IN THE MATTER OF TRINITY HEALTHSHARE INC.

Case Type COMPLIANCE Case Sub-Type LIFE AND HEALTH

Document Type SOI Order (Cease & Desist) Folder Orders

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Company Name NM Office of Superintendent of Insurance

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Email

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Author Type Internal Author Name RUSSELL TOAL

Case Notes

Document summary

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Author Type Internal Author Name RUSSELL TOAL

Is Confidential ? No Is Approved ? Yes

Document Notes

BEFORE THE NEW MEXICO OFFICE OF SUPERINTENDENT OF INSURANCE

IN THE MATTER OF)
TRINITY HEALTHSHARE INC.,)
)
)
RESPONDENT.)

Docket No. 20-00020-COMP-CL

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NEW MEXICO OFFICE OF SUPERINTENDENT OF INSURANCE

ORDER TO CEASE AND DESIST AND IMPOSING PENALTY

The New Mexico Superintendent of Insurance (“Superintendent”), on his own motion, and based on the evidence appended to the Declaration of Paige Duhamel filed herewith, finds, concludes and orders as follows:

FINDINGS:

1. Respondent (“Trinity”) is an Internal Revenue Code Section 501(c)(3) not-for-profit organization that provides health care sharing options to its members.
2. Trinity's members agree to voluntarily contribute to the payment of other members' medical needs. By so contributing to a common fund, each member is entitled to submit requests for reimbursement of medical expenses that are reimbursement under the terms of a membership plan. Reimbursement is provided if the expense is reimbursable pursuant to the terms of the member’s plan, and there are funds available for reimbursement in the common pool.
3. Trinity contracts with Alieria Healthcare, Inc., (“Alieria”), who markets and administers the health care products that Trinity offers to its members. Alieria collects member contributions, accepts member requests for reimbursement, determines entitlement to reimbursement pursuant to the member's plan, and issues reimbursements pursuant to the member's plan agreement.
4. Trinity members have access to a network of healthcare providers, laboratory services, primary care, hospitalizations, specialty care, preventative care, telemedicine and prescription benefits.
5. To access these services and benefits, Trinity members must make a pre-determined “monthly contribution”. A Trinity member has access to different levels of services and benefits depending on his or her pre-determined contribution amount and cumulative monthly contributions.

6. Eligible healthcare services received by Trinity members are subject to a Member Shared Responsibility Amount (“MSRA”), which is a form of cost-sharing. A member must satisfy the MSRA before being reimbursed for a service.

7. Trinity does not guarantee that a member will be reimbursed for the cost of an eligible service. However, Trinity represents that if a member's eligible bills exceed the available shares to meet medical expenses, payments will be made on a pro-rata basis.

8. Trinity offers several membership plans, each of which is subject to different terms and conditions with respect to available benefits, monthly contributions and MSRA. Trinity promotes one of its plans -- Complete Health Care -- as “An Alternative to Major Medical”.

9. Trinity promotes the “Complete Health Care” plan as “a complete health care solution with 60% in-network cost sharing. From the doctor's office to the operating table, get the medical services when you need them.”

10. Trinity's member guides and promotional materials assert that the plans are not insurance.

11. In January 2020, Trinity reported to OSI that as of November 2019 it had 2443 New Mexico members under 1620 plans. Trinity has not provided an updated membership count since that report.

12. NMSA (1978), § 59A-1-5 defines “Insurance” as “a contract whereby one undertakes to pay or indemnify another as to loss from certain specified contingencies or perils, or to pay or grant a specified amount or determinable benefit in connection with ascertainable risk contingencies * * *.” The New Mexico Supreme Court has determined that a product qualifies as “insurance” under this statute if “the principal object of the contract is indemnity * * *.” When that is the principal object of the contract, the transaction involves “insurance” and “is therefore within the scope of state regulation.” *Guest v. Allstate Ins. Co.*, 2010-NMSC-047, ¶ 67, 149 N.M. 74. A transaction can involve “insurance” under this test even if “it lacks an insurance contract’s formal characteristic of adhesion and its components of paid premiums, a formal policy, and issued claims.” *Id.*, at ¶ 68.

13. NMSA (1978), § 59A-16-21.2(C)(2) defines a “health insurance carrier” as “an entity subject to the insurance laws and regulations of this state, including a health insurance company, a health maintenance organization, a hospital and health services corporation, a provider service network, a nonprofit health care plan or any other entity that contracts or offers to contract, or enters into agreements to provide, deliver, arrange for, pay for or reimburse any costs of health

care services, or that provides, offers or administers health benefits plans or managed health care plans in this state.”

14. NMSA (1978), § 59A-16-21.2(C)(1) defines a “health benefits plan” as “a policy or agreement entered into, offered or issued by a health insurance carrier to provide, deliver, arrange for, pay for or reimburse any of the costs of health care services.”

15. NMSA (1978), § 59A-15-16 provides:

Notwithstanding any other provision of law and except as provided in the Health Care Benefits Jurisdiction Act, any person who provides coverage in this state for health benefits, including coverage for medical, surgical, hospital, osteopathic, acupuncture and oriental medicine, chiropractic, physical therapy, speech pathology, audiology, professional mental health, dental or optometric expenses, whether such coverage is by direct payment, reimbursement or otherwise, shall be presumed to be subject to the provisions of the Insurance Code and the jurisdiction of the superintendent unless the person provides evidence satisfactory to the superintendent that he is subject exclusively to the jurisdiction of another agency of this state or the federal government.

16. Trinity has not provided the Superintendent with any evidence that it is subject to the exclusive jurisdiction of another agency of this state or of the federal government.

17. NMSA (1978), § 59A-5-10(A) provides that “[n]o person shall act as an insurer, and no insurer shall transact insurance in this state by direct solicitation or solicitation through the mails or otherwise, unless so authorized by a subsisting certificate of authority issued by the superintendent, except as to such transactions as are expressly otherwise provided for in the Insurance Code.

18. Trinity does not hold a certificate of authority to transact insurance in the state of New Mexico, and has made no application for a certificate of authority.

19. NMSA (1978), § 59A-15-10 provides that “[a]ny unauthorized insurer which transacts in this state any insurance business in violation of the Insurance Code shall be subject to a fine of not to exceed twenty thousand dollars (\$20,000) for each such violation.”

CONCLUSIONS:

20. The principal object and purpose of a Trinity membership plan is to indemnify the member against qualifying health care expenses and, thus, each such plan constitutes “insurance” under New Mexico law as defined in the Insurance Code and in case law.

21. By selling health care sharing membership plans in New Mexico, Trinity transacted the business of insurance in this state.
22. By entering into agreements to provide, deliver, arrange for, pay for or reimburse the costs of certain health care services, funding permitting, Trinity qualifies as a “health insurance carrier” as that term is defined in NMSA (1978), § 59A-16-21.2(C)(2).
23. Because they include an agreement to reimburse costs of health care services, funding permitting, the Trinity memberships constitute “health benefit plans” as that term is defined in NMSA (1978), § 59A-16-21.2(C)(1).
24. Trinity is a health insurance carrier, who sold 1620 health benefit plans in New Mexico without a valid certificate of authority to transact insurance.
25. Because Trinity has not provided any evidence that it is subject exclusively to the jurisdiction of another agency of this state or the federal government, the Superintendent has jurisdiction over Trinity pursuant to NMSA (1978), § 59A-15-16.
26. Pursuant to NMSA (1978), § 59A-15-10, the Superintendent may fine Trinity up to \$20,000 for each unauthorized insurance transaction in this state.
27. Pursuant to NMSA (1978), § 59A-16-27(A), the Superintendent may order Trinity to cease and desist from transacting insurance business in New Mexico.

Based on these Findings and Conclusions, the Superintendent hereby **ORDERS**:

- A. Effective immediately, Trinity shall cease and desist from offering to sell, or selling, health care sharing plans in New Mexico, unless and until Trinity obtains a certificate of authority to operate as a health insurer in this state, and its plans are approved by the Superintendent for sale in this state.
- B. Trinity shall pay a fine of \$32,400,000 (1,620 X \$20,000) for the unauthorized insurance transactions it effected in this state. In lieu of this fine, Trinity may cancel all 1,620 of the membership plans it sold in New Mexico, refund all contributions received by the members of those plans, and inform each plan member of all possible options for obtaining major medical coverage.

C. Pursuant to NMSA (1978), § 59-16-27, Respondent may request a hearing regarding this Order by filing a written request within twenty days of the issuance of this Order by mail, or electronic mail to:

OSI Records and Docketing
1120 Paseo de Peralta, Room 331
P. O. Box 1689
Santa Fe, NM 87504-1689
OSI-docketfiling@state.nm.us

ATTN: Docket No. 20-00020-COMP-CL

D. If a written request for hearing is not made within twenty days, this Order shall be deemed final and the docket closed.

DONE AND ORDERED this 26th day of March, 2020.



RUSSELL TOAL
SUPERINTENDENT OF INSURANCE

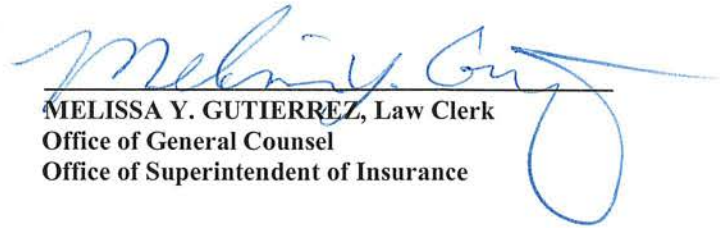
CERTIFICATE OF SERVICE

I HEREBY certify that a true and correct copy of the foregoing *Cease and Desist Order* was sent via electronic mail or mailed by first class U. S. Certified Mail to the following individuals, as indicated below, this 26th day of March, 2020.

Bryan Brock, General Counsel
Office of Superintendent of Insurance
P.O. Box 1689, Santa Fe, NM 87504-1689
bryan.brock@state.nm.us

Joe Guarino, President
Trinity Healthshare, Inc.,
5901 Peachtree Dunwoody Road, Suite C-160
Atlanta, GA 30328

Rebecca Branch, Staff Counsel
Office of Superintendent of Insurance
P.O. Box 1689, Santa Fe, NM 87504-1689
rebecca.branch@state.nm.us


MELISSA Y. GUTIERREZ, Law Clerk
Office of General Counsel
Office of Superintendent of Insurance

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OF INSURANCE

10. On information and belief, the documents appended to this declaration are true copies of what they purport to be.

Subject to penalty of perjury under the laws of the State of New Mexico I affirm that these statements are true and correct.

Dated: 3/24/20


Paige Duhamel

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **OCT 01 2018**

TRINITY HEALTHSHARE INC
C/O JENNIFER MOSELEY
171 17TH ST NW STE 1100
ATLANTA, GA 30363

Employer Identification Number:
83-1050344
DLN:
17053190304018
Contact Person:
JACOB A MCDONALD ID# 31649
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
June 27, 2018
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

TRINITY HEALTHSHARE INC

We sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen A. Martin". The signature is written in a cursive style with some loops and flourishes.

Director, Exempt Organizations
Rulings and Agreements

Letter 947

MEMBER GUIDE

TRINITYCARESM
COMPLETE



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Welcome

Welcome to the Trinity family! Thank you for participating in our health care sharing community. We are committed to streamlining access to individual and family-focused health care services at each step along the continuum of care. Please take a few minutes to review and understand the information in this member guide.

While this member guide is not a contract and does not constitute an agreement, a promise to pay, or an obligation to share, it is provided to help you understand how your Trinity HealthShare (Trinity) program works, your responsibilities as a member of a Health Care Sharing Ministry (HCSM) and the guidelines associated with your Trinity program. The more informed you are, the easier it will be to understand which services may be eligible for sharing with your Trinity program, as well as any limitations, exclusions or requirements you should know about prior to receiving a medical service.

If you have any questions, [member services](#) is here to help with any of the following:

- General information
- Program management
- Monthly contributions
- Member Shared Responsibility Amount (MSRA)
- Find a network provider
- Eligibility for sharing
- Sharing requests
- Using your member portal

Trinity HealthShare programs are not available in AK, CO, CT, HI, MA, MD, ME, MT, ND, NH, OR, PA, PR, SD, TX, VT, WA, WY or Washington, D.C. Limitation subject to change without prior notice. Due to regulatory limitations regarding compensation, Trinity HealthShare programs will no longer be sold in Massachusetts or Pennsylvania.

Contact Member Services

Please contact member services Monday through Friday between 8am and 9pm ET.

Phone: 844-834-3456

Email: memberservices@trinityhealthshare.org

Online: TrinityHealthShare.org

Mail: PO Box 28220 | Atlanta, GA 30358

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Quick Reference:

Billing/Payment Questions | 844-834-3456

Log in to your Member Portal:

TrinityHealthShare.org > [Members](#) > [Member Portal](#)

Share Request Questions | 844-834-3456

Log in to your Member Portal:

TrinityHealthShare.org > [Members](#) > [Member Portal](#)

FirstCall Telemedicine | 866-920-DOCS (3627)

FirstCallTelemed.com

Find a Network Health Care Provider

To find a network provider, go to TrinityHealthShare.org/network. Find the name of your program and click the logo next to it to start a provider search.

Rx Valet | 855-798-2538

RxValet.com

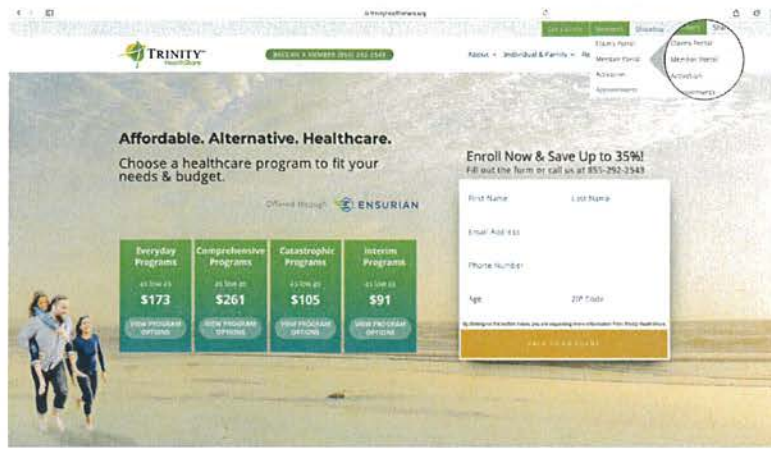
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Getting Started

In order to maintain your privacy and provide a streamlined member experience, Trinity works closely with vendors to make digital registration and activation quick and easy. Please follow each of the steps below in order to gain access to all the services outlined in your program.

Step 1: Register for the Member Portal

Refer to your member portal to view/print a copy of your member ID card, request an address change, initiate a program change, add a dependent, review contribution history, manage share requests, and add or change your monthly contribution method.



1. Locate the 9-digit ID number on your ID card
2. Visit TrinityHealthShare.org
3. Click the green **Members** button on the top navigation bar
4. Select **Member Portal**
5. Click on **Need to Register?**
6. Complete the form and click **Register**

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Step 2: Activate Your FirstCall Telemedicine Account

By establishing your telemedicine account, you have access to board-certified physicians 24/7, 365 days per year via phone or video chat*.

1. Go to FirstCallTelemed.com
2. Click on [Activate Now](#)
3. Follow the online instructions and provide the required information for the primary member, including medical history.
4. Set up minor dependents (17 years or younger) by clicking **My Family** on the top menu.
5. Follow the online instructions to provide the necessary information and complete each dependent's medical history.
6. Set up adult dependents (18 to 26 years). Adult dependents must set up their own account; follow steps 1-3 above.

After your FirstCall Telemedicine Account is active, consultations may be requested by

- Logging in to the member portal on FirstCallTelemed.com
- Calling **866-920-DOCS (3627)**

**If membership fees are not paid to date, members are not eligible to set up/use the telemedicine account.*



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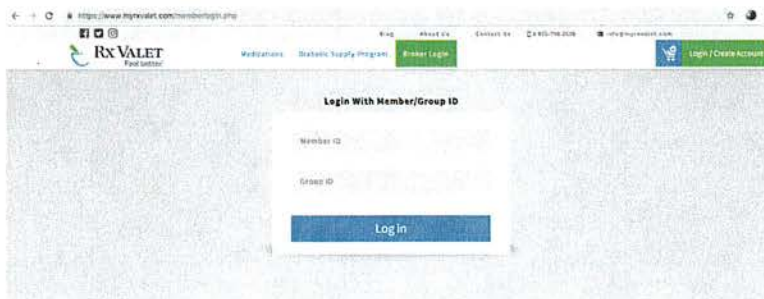
Step 3: Activate Your Rx Valet Account

This prescription discount program helps you save on prescription medications and diabetic testing supplies at most retail pharmacies. Save even more by choosing the home delivery option.*

1. Go to [RxValet.com](https://www.rxvalet.com)
2. Click [Login/Create Account](#)
3. Select **Member/Group ID**
4. Enter 9-digit ID number on your card
5. Enter the Group ID 2504

After registration is complete, you will receive an email with instructions and a video on how to use Rx Valet for home delivery and at your local pharmacy. For added convenience, download the Rx Valet app on your smartphone. If you are experiencing an urgent situation and don't have time to set up your account, you can hand your member ID card to the pharmacist to see if an immediate discount can be applied. The discount may not be as great, so please set up your account when you have time.

**If membership fees are not paid to date, members are not eligible to set up or use the prescription discount account.*



Part I: How to Use Your Membership

Program Overview

This member guide contains the information you need to understand each of the services available with your program. Please review it carefully. We highly encourage you to contact FirstCall Telemedicine before seeking treatment elsewhere, unless you have a life-threatening emergency. Often times, telemedicine physicians can treat primary medical concerns — and you don't even have to leave the comfort of your home! Refer to your member ID card or the [FirstCall Telemedicine](#) section of this member guide for more information. Also, remember to keep your member ID with you at all times and present it to providers before services are rendered.

Eligibility for Sharing

Trinity HealthShare reviews each sharing request for eligibility based on the services outlined in the member guides. Eligibility does not imply a promise to pay and each member is responsible for their own medical expenses at all times.

Services At A Glance

Trinity HealthShare programs provide access to a wide range of medical services that may be eligible for cost sharing. See your individual program details for specific cost-sharing services associated with your program tier.



* The Member Shared Responsibility Amount, or MSRA, reflects the amount of personal responsibility and stewardship members are expected to demonstrate; in other words, the amount a member must pay before asking others in the program to share in the cost of medical expenses.

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Find a Network Health Care Provider

Since network participation can change frequently, Trinity cannot guarantee provider participation in any networks. It is important to call the provider to verify participation in the network associated with your Trinity program prior to scheduling your appointment(s) and incurring medical expenses that may or may not be eligible for sharing.

- Start your provider search by visiting TrinityHealthShare.org/network
- Find the name of your program in the left-hand column of the chart
- Click the network logo next to it
- Search for a provider
- Call the provider you choose to ensure participation with Trinity HealthShare programs

If you need help, [contact member services](#) and a representative will be happy to help you identify a provider listed under the network associated with your program.

What Is a Member Shared Responsibility Amount (MSRA)?

The Member Shared Responsibility Amount, or MSRA, reflects the amount of personal responsibility and stewardship members are expected to demonstrate; in other words, the amount a member must pay before asking others in the program to share in the cost of medical expenses. It is important to recognize that some services (such as telemedicine, preventive services and prescription discounts) are available to members before the full amount of the MSRA is met. Expenses for other services, however, are not eligible for sharing until members pay the entire MSRA.

Services Eligible For Sharing Prior to Meeting the MSRA

The following sections outline the services that are generally eligible for sharing prior to meeting your MSRA.

FirstCall Telemedicine

Included with Contribution

No Consult Fee, Co-expense or MSRA Applies

FirstCall Telemedicine

FirstCallTelemed.com | 866-920-DOCS (3627)

FirstCall Telemedicine is a great option for immediate access to health care because it is included with your Trinity program's monthly contribution for members and their dependents, 24/7, 365 days per year. Trinity encourages members with access to

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FirstCall Telemedicine to take advantage of the services it offers before seeking treatment elsewhere, unless you have a life-threatening emergency. FirstCall Telemedicine has board-certified physicians who can treat many primary medical concerns quickly and easily and who may prescribe some medications over the phone or using a secure internet connection/application. You don't even have to leave the comfort of your home!

- At home, at work, or while traveling in the U.S., you or your dependents can speak to a board-certified telemedicine physician 24/7 via face-to-face internet consultation or by phone
- Telemedicine consultations are included with every program for members and dependents on the program
- Speak with the next available doctor or schedule an appointment for a more convenient time. Telemedicine doctors typically respond within 15 minutes of your call
- Save time and money by avoiding the expense of emergency room visits for non-emergency situations, waiting for an appointment, or driving to a local facility. Telemedicine providers can often treat conditions such as:
 - Cold and flu symptoms
 - Bronchitis
 - Allergies
 - Poison ivy
 - Pink eye
 - Urinary tract infections
 - Respiratory infections
 - Sinus problems
 - Ear infections

If the telemedicine physician recommends that you see your primary care physician (PCP) or that you visit an urgent care facility, refer to the [Find A Network Health Care Provider](#) section of this guide or [contact member services](#) and a representative will be happy to help you identify a provider listed under the network associated with your program.

Make sure to [Activate your FirstCall Telemedicine Account](#) as soon as your membership is active so you can use the service right when you need it.

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Wellness & Preventive Care

When applicable, included with contribution.

No consult fee, co-expense or MSRA applies unless additional services are performed at the time of visit.

It's easier to stay healthy with regular wellness and preventive care. As part of your Trinity solution, your program may include many preventive care services with your monthly contribution. When applicable, there is no consult fee or obligation to reach the MSRA for the preventive care services listed below.

How to Use Wellness & Preventive Care Services

1. Members do not need to call FirstCall Telemedicine to schedule preventive care.
2. Present your member ID card and a photo ID when you arrive at your PCP.
3. If you have not activated your membership or if your monthly contributions are not current, the services will automatically be deemed ineligible for sharing.
4. Preventive health services must be appropriate for the member. If other medical needs are addressed during regular check-ups or preventive care visits, members are responsible for the non-preventive costs at the time of those visits.
5. Refer to the *Preventive Services Eligible for Sharing* list below.

Preventive Services Eligible for Sharing

A sampling of the preventive medical services included with your monthly contribution is listed below and subject to change without notice. Please refer to details within this guide for specifics about the services included with your program. Always verify eligibility before treatment or service is rendered.

- Abnormal Blood Glucose and Type 2 Diabetes Mellitus: Screening
- Asymptomatic Bacteriuria in Adults: Screening
- Bacterial Vaginosis in Pregnancy to Prevent Preterm Delivery: Screening
- BRCA-Related Cancer: Risk Assessment, Genetic Counseling, and Genetic Testing
- Breast Cancer: Medications for Risk Reduction
- Breast Cancer: Screening
- Breastfeeding: Primary Care Interventions
- Cervical Cancer: Screening
- Chlamydia and Gonorrhea: Screening
- Colorectal Cancer: Screening*
- Dental Caries in Children from Birth Through Age 5 Years: Screening
- Depression in Adults: Screening
- Depression in Adolescents: Screening

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- Folic Acid for the Prevention of Neural Tube Defects: Preventive Medication
- Genital Herpes Infection: Serologic Screening
- Gestational Diabetes Mellitus, Screening
- Gynecological Conditions: Periodic Screening With the Pelvic Examination
- Healthful Diet and Physical Activity for Cardiovascular Disease Prevention in Adults With Cardiovascular Risk Factors: Behavioral Counseling
- Hepatitis B Virus Infection in Pregnant Women: Screening
- Hepatitis B Virus Infection: Screening, 2014
- Hepatitis C: Screening
- High Blood Pressure in Adults: Screening
- Human Immunodeficiency Virus (HIV) Infection: Screening
- Immunizations for Adults
- Immunizations for Children
- Intimate Partner Violence, Elder Abuse, and Abuse of Vulnerable Adults: Screening
- Latent Tuberculosis Infection: Screening
- Lung Cancer: Screening
- Motor Vehicle Occupant Restraints: Counseling
- Obesity in Children and Adolescents: Screening
- Ocular Prophylaxis for Gonococcal Ophthalmia
- Ophthalmia Neonatorum: Preventive Medication
- Ovarian Cancer: Screening
- Perinatal Depression: Preventive Interventions
- Preeclampsia: Screening
- Rh(D) Incompatibility: Screening
- Rubella: Immunizations
- Sexually Transmitted Infections: Behavioral Counseling
- Skin Cancer Prevention: Behavioral Counseling
- Statin Use for the Primary Prevention of Cardiovascular Disease in Adults: Preventive Medication
- Syphilis Infection in Nonpregnant Adults and Adolescents: Screening
- Syphilis Infection in Pregnant Women: Screening
- Tobacco Smoking Cessation in Adults, Including Pregnant Women: Behavioral and Pharmacotherapy Interventions
- Tobacco Use in Children and Adolescents: Primary Care Interventions
- Vision in Children Ages 6 Months to 5 Years: Screening
- Vitamin Supplementation to Prevent Cancer and Cardiovascular Disease: Preventive Medication

**For adults ages 50-65, a colorectal screening (fecal occult blood test) may be eligible as a preventive service. A colonoscopy would be considered an outpatient surgical service and is not eligible as a preventive service. Cologuard is not eligible for sharing.*

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Primary Care

Participating In-network Services

Value: unlimited visits | \$50 consult fee
Plus: unlimited visits | \$35 consult fee
Premium: unlimited visits | \$20 consult fee

Primary care is at the core of your Trinity program, and we consider it a key step in living a healthier lifestyle. Your program level includes unlimited visits to a primary care provider (PCP), pediatrician or OB/GYN for episodic primary care, sick care, chronic care maintenance and general day-to-day-medical care. Simply pay a consult fee at each visit.

How to Use the Primary Care Service

1. Contact your telemedicine provider to speak with a U.S. board-certified doctor via telephone or a scheduled face-to-face internet conference.
2. The telemedicine doctor may be able to resolve your medical issue and prescribe medication, if needed.
3. If your medical issue cannot be resolved after a no-fee consultation with the telemedicine doctor, visit the closest participating in-network primary care facility (refer to the [Find A Network Health Care Provider](#) section of this guide).
4. Present your member ID to the front office personnel when you arrive at your PCP's office. The provider's staff will contact the program to verify your eligibility status. If you have not activated your membership or if your monthly contributions are not current, the services will automatically be deemed ineligible for sharing.
5. A consult fee is due at the time of service. If x-ray services are required, there is a \$25 dollar fee for the image read, which is your responsibility. Costs may be higher depending on your state and provider.

Urgent Care

Participating In-network Services

Value: unlimited visits | \$100 consult fee
Plus: unlimited visits | \$75 consult fee
Premium: unlimited visits | \$75 consult fee

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Urgent care centers provide walk-in, extended hour access for adults and children when illness is beyond the scope or availability of telemedicine or a PCP, but not life threatening as to warrant a trip to the emergency room. Your program network includes many participating urgent care facilities throughout the United States. Many Urgent Care facilities are open later than primary care offices and have some weekend hours with variable late-night weekends and holiday access. Often, no appointment is necessary, but you may choose to call ahead to plan your visit if you want to cut down on waiting room times.

Staff varies with each facility from board-certified doctors to nurse practitioners and medical assistants, who work together and independently to treat a wide range of common non-life-threatening illnesses and injuries which may include, but are not limited to:

- Accidents or Falls
- Back or Stomach Pain
- Chronic condition exams
- Cuts Requiring Stitches
- Earaches
- Flu, Sore Throat, Coughing, Congestion
- High Fever
- Mild-to-moderate Asthma
- Severe Abdominal Pain
- Sprains or Minor Broken Bones
- Vomiting, Diarrhea, Dehydration
- Wellness & preventive services including vaccines, screenings and more

How to Use the Urgent Care Service

1. If it is not a life-threatening emergency (*see definition below*), please contact your telemedicine provider first via telephone or a scheduled face-to-face internet conference. Your provider will determine if your medical condition can be resolved without visiting a local urgent care facility.
2. If your medical issue cannot be resolved, the telemedicine provider will advise you to locate the the closest participating in-network urgent care facility (refer to the [Find A Network Health Care Provider](#) section of this guide).
3. Present your member ID to the front office personnel when you arrive at urgent care. The urgent care staff will contact the program to verify your eligibility status. If you have not activated your membership or if your monthly contributions are not current, the services will automatically be deemed ineligible for sharing.
4. A consult fee is due at the time of service. If x-ray services are required, there is a \$25 dollar fee for the image read, which is your responsibility. Costs may be higher depending on your state and provider.

Life-threatening Emergency. A potentially fatal injury or illness that if not treated immediately would lead to disability or death.

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Specialty Care

Participating In-network Services

Value: unlimited visits | \$125 consult fee

Plus: unlimited visits | \$75 consult fee

Premium: unlimited visits | \$75 consult fee

For most everyday medical conditions, your primary care provider is your one-stop medical shop. However, there are cases when it's time to see a specialist who has received additional training and has been board certified for that specialty. For situations like these, your program may provide specialty care services at the cost of a consult fee to be paid at the time of service.

Trinity members are required to obtain a referral before visiting a specialist.

Without a referral, specialty visits are automatically deemed not eligible for sharing.

Specialty Care Limitations

- **Mental Health.** Members are eligible for \$2,500 (max) for psychotherapy office visits and \$1,000 (max) at outpatient facilities.
- **Occupational Therapy.** Up to six (6) visits total per program year at participating in-network inpatient, outpatient and specialty facilities.
- **Physical Therapy.** Up to six (6) visits total per program year at participating in-network inpatient, outpatient and specialty facilities.
- **Sleep Testing (overnight).** All components of a polysomnogram must be completed in one session. A second overnight test will not be eligible for sharing under any circumstance. Overnight sleep testing will require [service eligibility verification](#). Allowed charges will not exceed the usual, customary, and reasonable charges for the area.
- **Speech Therapy.** Up to six (6) visits total per program year at participating in-network inpatient, outpatient and specialty facilities. Only eligible in the event of a stroke.

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Emergency Room

Participating In-network Services

Value: unlimited visits | \$500 consult fee
Plus: unlimited visits | \$300 consult fee
Premium: unlimited visits | \$150 consult fee

Emergency room visits are eligible for cost sharing for life-threatening emergencies only. Life-threatening emergencies are defined as potentially fatal injuries or illnesses that, if not treated immediately, would lead to disability or death. Examples of an emergency include, but are not limited to, severe pain, choking, major bleeding, heart attack, or a sudden, unexplained loss of consciousness.

Emergency services are provided for stabilization or initiation of treatment of an emergency medical condition provided on an outpatient basis at a hospital, clinic or urgent care facility, including when hospital admission occurs within twenty-three (23) hours of emergency room treatment. Trinity HealthShare must be notified of all ER visits within 48 hours.

If you are experiencing a life-threatening emergency, call 911 or go to the emergency room. It is your responsibility to know which providers in your area are participating in the network associated with your program before a life-threatening emergency occurs. Please refer to the [Find A Network Health Care Provider](#) section of this guide or [contact member services](#) today and a representative will be happy to help you identify a provider listed under the network associated with your program.

If you are not experiencing a life-threatening emergency, you're encouraged to utilize telemedicine, visit your PCP, or go to an urgent care facility for treatment whenever possible. It is still important to call the provider to verify participation in the network associated with your Trinity program prior to scheduling your appointment(s) and incurring medical expenses that may or may not be eligible for sharing.

Emergency Room Limitations

- **Pre-existing Conditions.** Refer to [Pre-existing Conditions](#) section of this member guide for details.

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Lab Work & X-rays

Participating In-network Services

Value: included with consult fee
Plus: included with consult fee
Premium: included with consult fee

Lab work and x-rays conducted by an in-network PCP, urgent care or specialist during an eligible routine visit are included with consult fee. However, if x-rays are needed, a \$25 x-ray read fee will be due at time of service.

Imaging (CT scans, PET scans, MRIs), labs, x-rays and diagnostic imaging in an inpatient or outpatient hospital setting are eligible for cost sharing with a co-expense after MSRA has been met.

Neither lifestyle lab testing nor independent lab testing is eligible for sharing.

Prescriptions

Prescription Discount Program: included with contribution

No consult fee, co-expense or MSRA applies

Rx Valet can provide members with substantial prescription discounts, though savings may vary from month to month depending on the fluctuation of pricing by formularies. This prescription discount program* is available immediately upon enrollment. See the [Getting Started](#) section of this member guide to register with Rx Valet and start taking advantage of the savings.

Rx Valet Home Delivery Prescription Information

Home Delivery orders are fulfilled exclusively through Advanced Pharmacy, LLC. To save time, have your physician send your prescription directly to Advanced Pharmacy electronically. Alternatively, they can also transfer your existing prescriptions from another pharmacy to fulfill your order. Please call the Rx Valet live customer care team at **855-798-2538** and provide the medication details, pharmacy name, and pharmacy telephone number.

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Electronic prescriptions should be sent to Advanced Pharmacy, LLC located at:
350-D Feaster Road
Greenville, SC 29615

Phone: 855-240-9368
NPI: 1174830475

Fax: 888-415-7906
NCPDP: 4229971

**If membership fees are not paid to date, members are not eligible to set up or use the prescription discount program.*

Prescription Sharing Program

Generic & Non-preferred Prescription: discount | no cost sharing
Preferred Prescription: discount | 50% cost sharing
Mail Order Prescription: discount | 75% cost sharing

Prescriptions are eligible for cost sharing by the percentage shown once a separate prescription MSRA of \$1,500 has been met. Members simply pay prescription costs out of pocket and submit receipts. There is a maximum reimbursement of \$4,000 per program year.

All members requesting prescription cost sharing must use the RX Valet prescription services included with the program.

How to submit a prescription sharing request

Members are required to pay for prescriptions out of pocket before submitting receipts to the following address for review and cost sharing:

Trinity HealthShare
Attn: Trinity Rx Claims
PO Box 28220
Atlanta, GA 30358

Trinity HealthShare programs follow medical eligibility review protocols described in the program but are not a promise to pay. Sharing is available for all eligible medical expenses.

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Services Eligible for Sharing After Meeting the MSRA

The following sections outline the services available to you AFTER meeting the MSRA.

Service Eligibility Verification

Non-emergency Surgery, Procedure or Test. The member must [contact member services](#) to verify service eligibility for the following procedures or services prior to receiving them. Failure to comply with this requirement will render the service not eligible for sharing.

- Cardiac Testing, Procedures & Treatments
- EMG/EEG/EKG
- Infusion Therapy Within Facility
- Outpatient Surgical Procedures
- Radionuclide Imaging
- Occupational Therapy
- Ophthalmic Procedures
- Physical Therapy
- Sleep Studies (must be completed in one session)
- Speech Therapy (eligible for sharing under limited circumstances only)

Hospitalization & Surgical

Participating In-network Services for Inpatient/Outpatient Hospitalization & Surgery

Value: program shares 60% | member shares 40%
Plus: program shares 70% | member shares 30%
Premium: program shares 80% | member shares 20%

Hospitalization, as well as inpatient and outpatient surgery procedures are eligible for sharing (once the Member Shared Responsibility Amount has been met) in order to help alleviate the stress and strain during times of crisis or medical need.

1. Members are required to verify service eligibility for all hospitalization & surgical services/visits unless it is an obvious medical emergency. Please see the [Service Eligibility Verification](#) section of this guide for instructions.
2. Members are responsible to pay the MSRA before any cost sharing will be available. Once the MSRA has been reached in full, sharing will directly reimburse the providers and hospital facilities.
3. Several programs allow for fixed cost sharing in the emergency room.

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Inpatient Limitations

- **Occupational Therapy.** Up to six (6) visits total per program year at participating in-network inpatient, outpatient and specialty facilities.
- **Organ Transplant Limit.** Eligible medical expenses for organ transplant may be shared up to a maximum of \$150,000 per member. This includes all costs in conjunction with the actual transplant procedure. Medical expenses for multiple organ transplants will be considered on a case-by-case basis.
- **Physical Therapy.** Up to six (6) visits total per program year at participating in-network inpatient, outpatient and specialty facilities.
- **Pre-existing Conditions.** Refer to [Pre-existing Conditions](#) section of this member guide for details.
- **Speech Therapy.** Up to six (6) visits total per program year at participating in-network inpatient, outpatient and specialty facilities. Only eligible in the event of a stroke.
- **Surgical.** If NOT subject to the pre-existing condition limitation, non life-threatening surgical services are eligible for sharing after the first two (2) months of continuous membership. Surgical services do not include cosmetic surgery. Please verify eligibility by calling Member Services before receiving any surgical services.

Outpatient Limitations

- **Mental Health.** Members are eligible for \$2,500 (max) for psychotherapy office visits and \$1,000 (max) at outpatient facilities.
- **Occupational Therapy.** Up to six (6) visits total per program year at participating in-network inpatient, outpatient and specialty facilities.
- **Physical Therapy.** Up to six (6) visits total per program year at participating in-network inpatient, outpatient and specialty facilities.
- **Pre-existing Conditions.** Refer to [Pre-existing Conditions](#) section of this member guide for details.
- **Sleep Testing (overnight).** All components of a polysomnogram must be completed in one session. A second overnight test will not be eligible for sharing under any circumstance. Overnight sleep testing will require [service eligibility verification](#). Allowed charges will not exceed the usual, customary, and reasonable charges for the area.
- **Speech Therapy.** Up to six (6) visits total per program year at participating in-network inpatient, outpatient and specialty facilities. Only eligible in the event of a stroke.

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- **Surgical.** If NOT subject to the pre-existing condition limitation, non life-threatening surgical services are eligible for sharing after the first two (2) months of continuous membership. Surgical services do not include cosmetic surgery. Please verify eligibility by calling Member Services before receiving any surgical services.

Extended Continuum of Care

Trinity programs provide access to additional services to help ensure you get the care you need, when you need it.

Pre-existing Conditions

Pre-existing Condition. Any illness or accident for which a person has been diagnosed, received medical treatment, been examined, taken medication, or had symptoms within 24 months prior to the effective date. Symptoms include but are not limited to the following: abnormal discharge or bleeding, abnormal growth/break, cut or tear, discoloration, deformity, full or partial body function loss, obvious damage, illness, or abnormality, impaired breathing, impaired motion, inflammation or swelling, itching, numbness, pain that interferes with normal use, unexplained or unplanned weight gain or loss exceeding 25% of the total body weight occurring within a six-month period, fainting, loss of consciousness, seizure, abnormal results from a test administered by a medical practitioner.

Value Program

Primary care, pediatric, OB/GYN, specialty care and urgent care services for pre-existing conditions are eligible for sharing upon effective date. Otherwise, hospitalization, surgery and emergency room services for pre-existing conditions are eligible for sharing after a 24-month waiting period. On the 25th month of continuous membership, the pre-existing condition will no longer be subject to these cost-sharing limitations.

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Plus Program

Many pre-existing conditions requiring hospitalization, surgery and emergency room services are eligible for up to \$10,000 of cost sharing per program year during the first 24 months of continuous membership when a separate MSRA (equal to two times the MSRA) has been met. On the 25th month of continuous membership, the pre-existing condition will no longer be subject to these cost-sharing limitations. Otherwise, hospitalization, surgery and emergency room services for pre-existing conditions are eligible for sharing after a 24-month waiting period. Primary care, pediatric, OB/GYN, specialty care and urgent care services for pre-existing conditions are eligible for sharing upon effective date.

Premium Program

Many pre-existing conditions requiring hospitalization, surgery and emergency room services are eligible for up to \$20,000 of cost sharing per program year during the first 24 months of continuous membership when a separate MSRA (equal to two times the MSRA) has been met. On the 25th month of continuous membership, the pre-existing condition will no longer be subject to these cost-sharing limitations. Otherwise, hospitalization, surgery and emergency room services for pre-existing conditions are eligible for sharing after a 24-month waiting period. Primary care, pediatric, OB/GYN, specialty care and urgent care services for pre-existing conditions are eligible for sharing upon effective date.

Cancer Care

TrinityCare Complete

Health care services for new occurrences of cancer following enrollment are eligible for sharing. Pre-existing or recurrences of cancer are not eligible for sharing. If previously diagnosed with cancer, members must be cancer-free for five (5) years before being eligible to share for new cancer occurrences.

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Cancer sharing will not be available for individuals who have cancer at the time of or five (5) years prior to enrollment. If cancer existed outside of the 5-year time frame of a pre-existing lookback, the following must be met in the five (5) years prior to enrollment, to be eligible for future, non-recurring cancer incidents.

1. The condition had not been treated nor was future treatment prescribed/planned
2. The condition had not produced harmful symptoms (only benign symptoms)
3. The condition had not deteriorated.

Eligibility for Cancer Sharing Requests

For inpatient hospital admissions related to cancer of any type (e.g. breast, colorectal, leukemia, lymphoma, prostate, skin, etc.), the member must meet the following requirements in order for the admission to be eligible for sharing:

- The member is required to contact Trinity HealthShare within 30 days of diagnosis.
- If the member fails to notify Trinity HealthShare within the 30-day time frame, the member will be responsible for 50% of the total allowed charges after the MSRA(s) has been assessed to the member for inpatient cancer hospitalization.
- Early detection provides the best chance for successful treatment and in the most cost-effective manner. Membership requires that all members age 40 and older receive appropriate screening tests every two years – mammogram or thermography and pap smear with pelvic exams for women and PSA testing for men. **Failure to obtain biennial mammograms and gynecological tests listed above for women or PSA tests for men will render future medical expenses for breast, cervical, endometrial, ovarian or prostate cancer ineligible for sharing.**

Cancer Limitations

- **Cancer.** Cancer sharing is limited to a maximum per term of \$500,000 when applicable.

Maternity

- **Maternity.** All TrinityCare Complete programs include pre-natal visits at an OB/GYN or primary care physician at the cost of a consult fee.
 - Maternity services are eligible for cost sharing with a co-expense after the MSRA has been met.
 - After MSRA, physician services for vaginal delivery are eligible for unlimited cost sharing; physician services for caesarean delivery are eligible for cost sharing up to \$8,000.
 - Medical expenses for a newborn arising from complications at the time of delivery, including, but not limited to, premature birth, are treated as a

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separate incident and are eligible for cost sharing up to \$50,000, subject to the Member Shared Responsibility Amount.

Mental Health

- **Mental Health.** Members are eligible for \$2,500 (max) for psychotherapy office visits and \$1,000 (max) at outpatient facilities.

Limits of Sharing

Total eligible medical expenses shared from member contributions are limited as defined in this section and as further limited in writing to the individual member.

- **Lifetime Limits.** \$1,000,000: the maximum amount shared for eligible medical expenses over the course of an individual member's lifetime.
- **Ambulance.** Ground ambulance services to the nearest medical facility capable of providing the care needed to avoid seriously jeopardizing the sharing member's life or health are eligible for sharing and only subject to the program year maximum limit. Air ambulance services are eligible for sharing up to a \$10,000 maximum sharing limit.
- **Cancer.** Cancer sharing is limited to a maximum per term of \$500,000 when applicable.
- **Maternity.** All TrinityCare Complete programs include pre-natal visits at an OB/GYN or primary care physician at the cost of a consult fee.
 - Maternity services are eligible for cost sharing with a co-expense after the MSRA has been met.
 - After MSRA, physician services for vaginal delivery are eligible for unlimited cost sharing; physician services for caesarean delivery are eligible for cost sharing up to \$8,000.
 - Medical expenses for a newborn arising from complications at the time of delivery, including, but not limited to, premature birth, are treated as a separate incident and are eligible for cost sharing up to \$50,000, subject to the Member Shared Responsibility Amount.
- **Mental Health.** Members are eligible for \$2,500 (max) for psychotherapy office visits and \$1,000 (max) at outpatient facilities.
- **Occupational Therapy.** Up to six (6) visits total per program year at participating in-network inpatient, outpatient and specialty facilities.
- **Organ Transplant Limit.** Eligible medical expenses for organ transplant may be shared up to a maximum of \$150,000 per member. This includes all costs in conjunction with the actual transplant procedure. Medical expenses for multiple organ transplants will be considered on a case-by-case basis.

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- **Physical Therapy.** Up to six (6) visits total per program year at participating in-network inpatient, outpatient and specialty facilities.
- **Pre-existing Conditions.** Refer to [Pre-existing Conditions](#) section of this member guide for details.
- **Sleep Testing (overnight).** All components of a polysomnogram must be completed in one session. A second overnight test will not be eligible for sharing under any circumstance. Overnight sleep testing will require [service eligibility verification](#). Allowed charges will not exceed the usual, customary, and reasonable charges for the area.
- **Speech Therapy.** Up to six (6) visits total per program year at participating in-network inpatient, outpatient and specialty facilities. Only eligible in the event of a stroke.
- **Surgical.** If NOT subject to the pre-existing condition limitation, non life-threatening surgical services are eligible for sharing after the first two (2) months of continuous membership. Surgical services do not include cosmetic surgery. Please verify eligibility by calling Member Services before receiving any surgical services.
- **Other Resources.** Services available to the member from other sources such as insurance, VA, Tricare, private grants, or by a liable third party (primary, auto, home insurance, educational, etc.), will be considered the member's primary benefit source, and the member will be required to file medical claims with those providers first. If there are medical expenses those sources do not pay, the member is authorized to submit the excess medical expenses for sharing. Sharing of monthly contributions for a medical expense that is later paid or found to payable by another source will automatically allow Trinity HealthShare full rights to recover the amounts that were shared with the member.

Medical Expenses Not Generally Shared By HCSM

Only medical expenses incurred on or after the membership effective date are eligible for sharing. The member (or the member's provider) must submit a request for sharing in the manner and format specified by Trinity HealthShare. This includes, but is not limited to, standard industry claim forms, a copy of the itemized bill(s) and medical records, if necessary.

Lifestyles or activities engaged in after the enrollment date that conflict with the Statement of Beliefs are not eligible for sharing. Medical expenses arising from any one of the following are not eligible for sharing, either:

1. Abortion Services
2. Acupuncture Services
3. Aqua Therapy
4. Biofeedback

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5. Birth Control (female) Office Procedure
6. Birth Control (male) Elective Sterilization
7. Birth Control (male) Reversal of Sterilization
8. Cataracts, Contacts or Glasses
9. Chemical Face Peels
10. Chiropractic Services
11. Christian Science Practitioner
12. Cosmetic Surgery
13. CPAP Machines
14. Custodial Care Services
15. Dental Services
16. Dermabrasion Services
17. Doula or Midwife
18. Durable Medical Equipment
19. Education Services
20. Exercise Equipment
21. Experimental Drugs & Procedures
22. Extreme sports: Sports that voluntarily put an individual in a life-threatening situation
23. Gender Dysphoria
24. Genetic Testing
25. Home Health Care Services & Private Duty Nursing
26. Hospice Services
27. Hypnotherapy Services
28. Infertility Services
29. Lifestyle Lab Testing
30. Mammogram (3D)
31. Massage Therapy
32. Mental Health Services (Inpatient or Residential)
33. MILIEU Situational Therapy Services
34. Non-routine Hearing Exams & Hearing Aids
35. Ongoing Pain Management
36. Professional & Extreme Sports Injuries
37. Prosthetic Appliances
38. Self-inflicted Injury
39. Sexual Dysfunction Services
40. Sexual Transformation Services
41. Skilled Nursing Facility
42. Substance/Alcohol Abuse
43. TMJ Treatment
44. Vision Services
45. Wigs

PART II: How Your Health Care Cost Sharing Ministry (HCSM) Works

Membership

This is a voluntary program offered by Trinity Healthshare, Inc., a Health Care Sharing Ministry (HCSM). An HCSM is a group of individuals who share a common set of ethical or religious beliefs and voluntarily choose to share in the payment of their medical expenses in accordance with those beliefs, without regard to the state in which a member resides or is employed. Membership cannot be transferred to anyone other than the member and his/her eligible enrolled dependents.

Services are offered on a faith-based tradition of mutual aid, neighborly assistance, and burden sharing. Trinity is specifically tailored for individuals who maintain a healthy lifestyle, make responsible choices regarding health and care, and believe in helping others. As an HCSM, Trinity does not subsidize self-destructive behaviors or lifestyles. Trinity is **NOT** insurance and provides no guarantee to pay.

All Trinity HealthShare (Trinity) members are required to declare their acknowledgment of the Statement of Beliefs and to attest that they are of like mind with those beliefs.

Statement of Beliefs

1. We believe that our personal rights and liberties originate from God and are bestowed on us by God.
2. We believe every individual has a fundamental religious right to worship God in his or her own way.
3. We believe it is our moral and ethical obligation to assist our fellow man when he/she is in need according to our available resources and opportunity.
4. We believe it is our spiritual duty to God and our ethical duty to others to maintain a healthy lifestyle and avoid foods, behaviors or habits that produce sickness or disease to ourselves or others.
5. We believe it is our fundamental right of conscience to direct our own healthcare, in consultation with physicians, family or other valued advisors.

Disclaimer; No Promise to Pay

Trinity HealthShare (Trinity) is a Health Care Sharing Ministry (HCSM), not an insurance company, and does not offer any insurance products or policies. As such, Trinity does not assume any risk for medical expenses and makes no promise to pay. Trinity offers voluntary participation in its HCSM programs, which are not governed by insurance laws.

Trinity does not provide a promise to pay or any guarantee of payment for medical expenses. Since Trinity does not assume the member's risk, the member is responsible for payment of his/her medical bills. Trinity does not guarantee that

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medical expenses will be shared by other members who utilize the health care sharing services provided by Trinity.

Voluntary Participation

Trinity members are voluntary participants of an HCSM program. Enrollment, membership and participation in a Trinity HCSM program, such as the sharing of monetary contributions, is voluntary. Enrollment is not a contract. Members are free to withdraw participation at any time. Trinity requests a "monthly contribution" amount to be collected from members to facilitate the sharing of eligible medical expenses.

Guidelines

Trinity manages contributions by establishing the guidelines that generally define the sharing of eligible expenses between members of the Trinity HCSM ("Guidelines"), and more specifically defines the sharing of eligible expenses between members of each Trinity program outlined in the individual member guide(s) provided at the time of enrollment. The Guidelines and Trinity member guides are not contracts and do not constitute an agreement, a promise to pay, or an obligation to share.

The Guidelines are intended to ensure that every member has paid his/her own medical expenses as they are financially able before requesting others to share in the cost of remaining eligible medical expenses. The Guidelines generally define when a member is eligible for sharing requests, while individual member guide(s) detail what type of expenses may be eligible for sharing per program, including specific limitations, exclusions and requirements for sharing eligibility, so all members can expect a reasonable and equitable level of sharing. The amounts of sharing requests will be published monthly in a newsletter to members.

Trinity programs may exclude or have sharing limitations for pre-existing conditions. Members are required to fully disclose pre-existing conditions as part of their enrollment in Trinity programs. Trinity reserves the right, on behalf of members, to exclude sharing eligibility for any pre-existing conditions, whether disclosed at the time of enrollment or discovered after the effective date of membership. Furthermore, a member is not eligible for sharing when a member (i) receives care within the first 60 days of the program and cancels membership within 30 days of receiving medical care, except within the last 90 days of the membership term, or (ii) receives or requires surgery within the first 60 days of becoming a member, except in the case of an accident.

Trinity reserves the right to make updates to the Guidelines and member guides at any time on behalf of its HCSM program members. The Guidelines and member guides in effect at the time of service will supersede all previous versions of the Guidelines and member guides. Members will be notified of updates.

Sharing Requests and Use of Funds

After receiving an eligible sharing request from a member or a provider, Trinity

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HealthShare will assign the eligible expense(s) for sharing, less the amount of personal responsibility required, called the Member Shared Responsibility Amount (MSRA).

Voluntary "monthly contributions" are received from each member, each month. Up to 30% of membership contributions may be applied towards administration of Trinity HealthShare programs, charitable causes, or general overhead costs. This does not include distribution compensation. Administrative costs are subject to change by Trinity HealthShare and may be applied towards other charitable causes or general overhead costs.

HCSM Tax Matters

Members should always consult with a tax professional to determine whether participation will have tax implications.

Individuals Helping Individuals

Contributors participating in the membership help individuals with their eligible medical expenses. Trinity HealthShare facilitates in this assistance, dispersing monthly contributions as described in the membership guidelines.

Membership Qualifications

To become and remain a member of Trinity HealthShare, a person must meet the following criteria:

Religious Beliefs and Standards. The person must have a belief of helping others and/or maintaining a healthy lifestyle as outlined in the Statement of Beliefs. If at any time during participation in the membership, the individual is not honoring the Statement of Beliefs, they will be subject to removal from participating in the membership.

Medical History. The person must meet the criteria to be qualified for membership on his/her enrollment date, based on the criteria set forth in this guidebook and the membership enrollment form. If, at any time, it is discovered that a member did not submit a complete and accurate medical history on the membership enrollment form, a retroactive membership limitation, or a retroactive denial to his/her effective date of membership may be applied.

Enrollment, Acceptance and Effective Date. A person must submit a complete membership enrollment form and attest to the Statement of Beliefs. The membership begins on a date specified by Trinity HealthShare in writing to the member.

Dependent(s). The head of household's spouse or unmarried child(ren), ages 26 and younger, who are the head of household's dependent by birth, legal adoption, or marriage who is participating under the same combined membership. A dependent may participate under a combined membership with the head of household. Under a combined membership, the head of household is responsible for ensuring that everyone participating under the combined membership meets and complies with the Statement of

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Beliefs and all guideline provisions.

A dependent who wishes to continue participating in the membership but no longer qualifies under a combined membership must apply and qualify for a membership based on eligibility criteria.

Financial Participation. Monthly contributions should be received by the 1st or 15th of each month depending on the member's effective date. If the monthly contribution is not received within 5 days of the due date, an administrative fee may be assessed to track, receive and post the monthly contribution. If the monthly contribution is not received within 45 days, membership will become inactive as of the last day of the month in which a monthly contribution was received.

Any member who has a membership that has become inactive will be able to reinstate their membership under the terms as outlined by Trinity HealthShare in writing. A member will not be able to reinstate their membership if they have allowed their membership to become inactive a total of three times. Share requests occurring after a member's inactive account date but before they reapply will not be considered eligible for sharing.

Other Criteria. Children under the age of 18 may not qualify for their own membership.

When Available Shares are Less than Eligible Medical Expenses

In any given month, the available suggested share amounts may or may not meet the total amount of eligible medical expenses submitted for sharing. If a member's eligible bills exceed the available shares to meet those medical expenses, the following actions may be taken:

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

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Refunds

If you cancel your membership within 10 days of the effective date of the membership, you are entitled to a full refund, including the one-time enrollment fee. Any cancellation requests processed more than 10 days from the scheduled billing date will NOT receive a refund, and the membership will remain active until the end of that billing period. Refunds will be processed as a credit to the same card or account provided for billing. Requests involving refunds payable by check may be delayed up to 30 business days.

Program Change/Switch Policy

Members wishing to switch to a program type other than that which they are currently participating may, at the discretion of Trinity HealthShare, be required to submit an Individual Program Change/Switch Form for review. Membership changes to an existing program or switches to a new program will only become effective on the applicable effective date after the new program enrollment has been evaluated for eligibility.

1. When switching from one annual program category to another (i.e. TrinityCare to CarePlus) your program will be reset as if it is a new enrollment. This rule does not apply when transitioning from an InterimCare program.
2. You are allowed to switch programs two times per membership year. The first program switch will not incur any additional fees; the second will incur an enrollment fee of the new program. Program switches are subject to a 30-day review and approval process.

Voluntary Termination Policy

Members of Trinity HealthShare programs may voluntarily terminate their membership at any time. Members wishing to discontinue participation in the program must complete a cancellation form including the reason for discontinuing participation in the membership.

Post-termination Sharing Policy

To ensure equitable sharing opportunities for all program participants, any share requests received within 60 days of a cancellation are subject to review by Trinity HealthShare, on behalf of program participants, for eligibility.

Contributors' Instructions & Conditions

By submitting monthly contributions, the contributor instructs Trinity HealthShare to share contributions in accordance with the membership guidelines. Each contributor designates Trinity HealthShare as the final authority for the interpretation of these guidelines. By participation in the membership, all members accept these conditions.

Dispute Resolution & Appeal

Trinity HealthShare is a voluntary association of like-minded people who come together

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to assist each other by sharing medical expenses without establishing legal obligations. However, it is recognized that differences of opinion may occur, and that a methodology for resolving disputes must be available. Therefore, by becoming a Sharing Member of Trinity HealthShare you agree that any dispute you have with or against Trinity HealthShare its associates, or employees will be settled using the following steps of action, and only as a course of last resort.

If a determination is made with which the sharing member disagrees and believes there is a valid reason why the initial determination is wrong, then the sharing member may file an appeal.

A. 1st Level Appeal. Most differences of opinion can be resolved simply by calling Trinity HealthShare who will try to resolve the matter telephonically (through the member services team) within a reasonable amount of time.

B. 2nd Level Appeal. If the sharing member is unsatisfied with the determination of the member services representative, then the sharing member may request a review by the Internal Resolution Committee, made up of three Trinity HealthShare officials. The appeal must be in writing, stating the elements of the disagreement and the relevant facts. Make sure the appeal addresses the following items:

1. What information in the determination is either incomplete or incorrect?
2. How do you believe the information already on hand has been misinterpreted?
3. Which provision in the Member Guide do you believe was applied incorrectly?

Within thirty (30) days, the Internal Resolution Committee will render a written decision, unless additional medical documentation is required to make an accurate decision.

Appendices

Appendix A: Abbreviations & Definitions

Many of the terms used in describing health cost sharing may be unfamiliar to those new to the programs and programs provided by Trinity. This section provides a quick and easy reference to help you understand the terms used in this guide and other program documents.

Abbreviations

- **ACA** Affordable Care Act
- **DEA** Drug Enforcement Administration
- **DME** Durable Medical Equipment
- **HCSM** Health Care Sharing Ministry
- **MSRA** Member Shared Responsibility Amount
- **PCP** Primary Care Provider
- **PPO** Participating Provider Organization

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Definitions

Terms used throughout the member guide and other documents are defined as follows:

Affiliated Practitioner. Medical care professionals or facilities that are under contract with a network of providers with whom Trinity HealthShare works.

Co-expense: A stated percentage of medical expenses that the member is required to pay after the MSRA has been met. Cost sharing is not available for co-expense amounts, unless the out-of-pocket maximum is exceeded.

Combined Membership. Two or more family members residing in the same household.

Consult Fee. A fixed dollar amount due from the member when a medical service is rendered.

Contributor. Person named as head of household under the membership.

Dependent(s). The head of household's spouse or unmarried child(ren), ages 26 and younger, who are the head of household's dependent by birth, legal adoption, or marriage who is participating under the same combined membership.

Eligible. Medical expenses that qualify for voluntary sharing of contributions from members in accordance with membership guidelines and subject to the sharing limits.

Effective Date. The date a member's membership becomes effective and medical expenses become eligible as sharing requests.

Enrollment Date. The date Trinity HealthShare receives a complete membership enrollment form.

Facility. A physical location that provides medical services, included but not limited to, primary care facilities, urgent care facilities, specialty care facilities, clinics, hospitals and ambulatory surgical centers.

Life-threatening Emergency. A potentially fatal injury or illness that if not treated immediately would lead to disability or death.

Member(ship) Guide. The document that contains the criteria used to determine eligibility for participation in the membership, application of membership limitations, and eligibility of medical expenses for sharing.

Member Shared Responsibility Amount (MSRA). The MSRA reflects the amount of personal responsibility and stewardship members are expected to demonstrate; in other words, the amount a member must pay before asking others in the program to share in the cost of medical expenses. See the *What is a Member Shared Responsibility Amount* section of this guide for more details.

Monthly Contributions. Monetary contributions, excluding the annual membership fee, voluntarily given to Trinity HealthShare to hold and disburse according to the

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membership sharing instructions.

Non-affiliated Practitioner. Medical care professionals or facilities that are not participating within our current network.

Out-of-pocket Maximum. This is the most a member pays for eligible services in a program year. After a member pays the MSRA and co-expenses, the program shares 100% of eligible services up to the per-incident maximum or lifetime maximum limits. The out-of-pocket maximum does not include monthly contributions.

Pre-existing Condition. Any illness or accident for which a person has been diagnosed, received medical treatment, been examined, taken medication, or had symptoms within 24 months prior to the effective date. Symptoms include but are not limited to the following: abnormal discharge or bleeding, abnormal growth/break, cut or tear, discoloration, deformity, full or partial body function loss, obvious damage, illness, or abnormality, impaired breathing, impaired motion, inflammation or swelling, itching, numbness, pain that interferes with normal use, unexplained or unplanned weight gain or loss exceeding 25% of the total body weight occurring within a six-month period, fainting, loss of consciousness, seizure, abnormal results from a test administered by a medical practitioner.

Share (Sharing) Request. A request submitted to Trinity HealthShare for eligible medical expenses to be paid by the membership.

Sharing Instructions. Instructions contained on the membership enrollment form outlining the order in which voluntary monthly contributions may be shared by Trinity HealthShare.

Trinity HealthShare. A 501(c)(3) non-profit organization that provides HCSM services to guide the cost sharing of member contributions for certain eligible health care expenses such as hospitalization, surgery and emergency room visits.

Usual, Customary and Reasonable. The lesser of the actual charge or the amount most other providers would charge for those or comparable services or supplies, as determined by Trinity HealthShare.

Appendix B : Terms, Conditions & Special Considerations

1. Keep your member ID card with you at all times and present it to all providers to confirm your status as a Trinity HCSM member.
2. Activate your program membership by following the instructions in this member guide.
3. Telemedicine. Set up your telemedicine account by following the instructions in the [Getting Started](#) section of this member guide. You will also receive the same instructions in an electronic welcome letter, as well as printed version in the mail.
 - o Telemedicine is subject to state regulations and may not be available in certain states.
 - o Telemedicine phone and face-to-face internet consultations are available

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24/7/365.

- Telemedicine does not guarantee that a prescription will be written. Telemedicine providers do not prescribe DEA-controlled substances, non-therapeutic drugs, and certain other drugs which may be harmful because of their potential for abuse. Telemedicine doctors reserve the right to deny care for potential misuse of services.
 - Trinity telemedicine partners do not replace the primary care provider.
4. Durable Medical Equipment (DME) – i.e. crutches, etc. – is not included in your program. Members will be charged for DME at time of service.
 5. Trinity HealthShare cannot guarantee a provider will accept a Trinity HCSM program if the member fails to contact member services before services are rendered. Member services representatives are available to confirm eligibility and answer your questions. Refer to the [Contact Member Services](#) section of this guide for phone numbers and hours of service.
 6. Programs may vary from state to state. Providers may be added or removed from Trinity networks at any time without notice.
 7. Primary Care is defined as “episodic primary care” or “sick care.” Members are responsible for paying a consult fee at the time of service; no consult fee is due for preventive services that are referenced in this guide.
 8. Most network facilities are able to accommodate both urgent care and primary care situations.
 9. While Trinity HealthShare offers access to one of the largest networks of providers in the country, some in-network providers may not participate Trinity HCSMs.

Disclaimer

The Trinity HealthShare service provided is a faith-based medical expense sharing membership. Medical expenses are only shared by the members according to the membership guidelines. Our members agree to the Statement of Beliefs and voluntarily submit monthly contributions into a cost-sharing account with Trinity HealthShare, acting as a neutral clearinghouse between members. Please note that up to 65% of member contributions can be used for administrative fees related to the operation of the program. Organizations like ours have been operating successfully for years. We are including the following caveat for all to consider:

This publication or membership is not issued by an insurance company, nor is it offered through an insurance company. This publication or the membership does not guarantee or promise that expenses related to your eligible medical expenses will be shared by the membership. This publication or the membership should never be considered as a substitute for an insurance policy. If the publication or the membership is unable to share in all or part of your eligible medical expenses, or whether or not this membership continues to operate, you will remain financially liable for any and all unpaid medical expenses.

This is not a legally binding agreement to reimburse any member for medical expenses a member may incur, but is instead, an opportunity for members to care for one another in a time of need, to present their medical expenses to other members as outlined in the

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membership guidelines. The financial assistance members receive will come from other members' monthly contributions that are placed in a sharing account, not from Trinity HealthShare.

Disclosures

1. Trinity HealthShare, the Trinity HealthShare logo, and other program or service logos are trademarks of Trinity HealthShare, Inc. and may not be used without written permission.
2. Trinity HealthShare programs are NOT insurance. Trinity HealthShare does not guarantee the quality of services or products offered by individual providers. Members may change providers upon 30 days' notice if not satisfied with the medical services provided.
3. Trinity HealthShare programs offer services only to members and dependents on your program.
4. Trinity HealthShare reserves the right to interpret the terms of this membership to determine the level of medical expenses shared by the HCSM membership.
5. This membership is issued in consideration of the member's enrollment form and the member's payment of a monthly fee as provided under these programs. Omissions and misstatements, or incorrect, incomplete, fraudulent, or intentional misrepresentation in your enrollment form may void your membership, and services may be denied.

Appendix C : Legal Notices

The following legal notices are required by state law, and are intended to notify individuals that health care sharing ministry programs are not insurance, and that the ministry does not provide any guarantee or promise to pay your medical expenses.

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

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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.

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

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

Georgia Statute 33-1-20

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

Idaho Statute 41-121

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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

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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.

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.

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New Hampshire Section 126-V:1

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

North Carolina Statute 58-49-12

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

Pennsylvania 40 Penn. Statute Section 23(b)

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

South Dakota Statute Title 58-1-3.3

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

Texas Code Title 8, K, 1681.001

Notice: This health care sharing ministry facilitates the sharing of medical expenses and

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

Virginia Code 38.2-6300-6301

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

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

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

This is NOT Insurance.

Trinity HealthShare programs are not available in AK, CO, CT, HI, MA, MD, ME, MT, ND, NH, OR, PA, PR, SD, TX, VT, WA, WY or Washington, D.C. Limitation subject to change without prior notice. Due to regulatory limitations regarding compensation, Trinity HealthShare programs will no longer be sold in Massachusetts or Pennsylvania.

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TRINITYCARESM
COMPLETE



PO BOX 28220 Atlanta, GA 30358
Toll Free 844-834-3456

MANAGEMENT AND ADMINISTRATION AGREEMENT

This Management and Administration Agreement (the “**Agreement**”) is effective as of August 13, 2018 (the (“**Effective Date**”) by and between Alieria Healthcare, Inc., a Delaware corporation (“**Alieria**”), and Trinity HealthShare, Inc., a Delaware nonprofit corporation (“**Trinity**”). Alieria and Trinity are sometimes referred to collectively as the “**Parties**,” and each individually as a “**Party**”.

WHEREAS, Alieria develops and markets healthcare products as an alternative to traditional health insurance, with some products containing a health care sharing ministry component;

WHEREAS, Alieria is a program manager for health care sharing ministry plans, responsible for the development of plan designs, pricing, and marketing materials, vendor management, and recruitment and maintenance of a national sales force to market plans, including accounting and management of sales commissions to authorized marketing representatives on behalf of the ministry;

WHEREAS, Alieria also provides administrative services that include system administration for both membership processing systems and member ShareBox databases, enrollment processing, billing and collection of monthly share amounts from health care sharing members, maintenance of membership records, management of third party administrators responsible for the processing of medical claims forms and determining sharing eligibility, and issuance of payment to members and providers, as well as providing and maintaining an inbound call center for member services, website development and maintenance, and usual and customary management functions such as Finance, Compliance, Human Resources, Marketing, Privacy, Data Security, and Information Technology;

WHEREAS, Trinity has filed the Form 1023 with the Internal Revenue Service (the “**IRS**”) for recognition of exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code, and wishes to enter into this Agreement allowing Alieria to include Trinity’s healthcare sharing ministry program (the “**HCSM**”) as a component of an existing healthcare plan which Alieria offers, or as a new healthcare plan which Alieria will offer, to the general public (any plan containing or consisting of the HCSM, a “**Plan**”), which Plans are listed on **Exhibit A** (as may be amended from time to time);

WHEREAS, Alieria has the exclusive right to design, market and sell the HCSM to its existing members and prospective members and to provide enrollment and other administrative services relating to the HCSM, and to market the Plans, which Plans will not include insurance products and cannot be bundled with insurance;

WHEREAS, Trinity currently has no members in its HCSM, and the Parties intend that the members who enroll in the Plans become “customers” of Alieria, and that Alieria maintain ownership over the “**Membership Roster**,” which shall include the name, contact information, social security number, type of Plan and agent information (if applicable), among other necessary information, for each member who enrolls in the Plans.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and conditions contained herein, the Parties agree as follows:

1. Description of Services; Rights and Duties

a. Exclusive Rights. Trinity grants to Alieria an exclusive license to develop, market and sell the HCSM plans to individuals in the public markets who will acknowledge the standard of beliefs and other requirements as deemed necessary by Trinity, and agreed upon by Alieria. Alieria has the right to use all distribution channels for such marketing and sales; provided, however, that Alieria shall not permit brokers, field agents, general agencies or call centers to combine any insurance products with the HCSM.

b. Product Development. Alieria will be responsible for plan design (defining the schedule of medical services eligible for sharing), and pricing of the Plans. Alieria has the right, at its sole discretion, to develop and market the HCSM (the schedule of medical services eligible for sharing under the HCSM) with other non-insurance health care products that are developed and managed by Alieria as an "Alieria Product" and included in the same Plan. Alieria also has the sole right and discretion to determine whether a Plan also includes one or more Alieria Products.

c. Marketing. Alieria will (i) create any and all marketing materials used to market the Plans pursuant to this Agreement, and (ii) market and sell, through its authorized representatives, the Plans (the "Services"). Trinity authorizes Alieria and its authorized marketing representatives to discuss with potential members the prices, terms and conditions for the HCSM, and to provide explanations of the HCSM. Alieria, and its authorized marketing representatives will provide information to potential members regarding the faith and lifestyle requirements for the HCSM, as well as information necessary for potential members to understand that the Plans are not insurance.

d. Enrollment: Acceptance of Subscriptions of Members; Ownership of Membership Roster. Alieria (or its representatives or agents) will enroll new members in the Plans. Alieria is authorized to accept any enrollment from members in the Plans in its sole discretion. Alieria acknowledges and understands that, in order for members to qualify for participation in a healthcare sharing ministry, Alieria may only accept subscriptions from members who will acknowledge the standard of beliefs and other requirements as deemed necessary by Trinity and agreed upon by Alieria. Trinity acknowledges and agrees that, because Alieria is the sole party developing and marketing the Plans (including the HCSM component) and making the sole effort to develop members, Alieria has exclusive ownership rights to the Membership Roster, and Trinity is not authorized to contact any members or use any information contained in the Membership Roster for any purpose without the prior written consent of Alieria.

e. Changes by Members. Members who are enrolled in any Plan are permitted to change components of Plans as directed by Alieria. Alieria is authorized, in its sole discretion, to transfer members to different Plans if members request such change in writing, and may substitute any component of a Plan, including the HCSM, upon notice to the members of any Plan. Alieria will notify Trinity when it has made a substitution of the HCSM component of a Plan at a member's request.

f. Medical Expense Processing. Alieria will enter into a third party administrative services agreement with a third party administrator, which may be an affiliate of Alieria (the "TPA"), pursuant to which the TPA provides account management and medical expense processing services for the Plans, as specifically described in such agreement. So long as such agreement or other similar agreement is in effect, Alieria shall have no obligation to provide account management and medical expense processing services for the HCSM. In addition, Alieria may engage other third party administrative service providers in connection with the Plans or this Agreement. In addition, Alieria may direct the TPA to use the services of other providers or service providers in order to enhance members' experiences, contain costs, or provide services that the TPA may not be qualified to provide.

g. Medical Expense Funding. Alieria and Trinity agree that each Party will distribute amounts to the ShareBox account for members to fund future member medical expense payments in accordance with Exhibit B attached hereto. The Parties may amend Exhibit B without amending this Agreement.

h. Financial Reporting. Trinity is responsible for providing and paying for accounting staff to support the financial operations necessary for the HCSM. Trinity hereby delegates this responsibility to Alieria, and Alieria agrees to provide such accounting staff and financial operations support, including monthly financial and membership reporting, audit support and Form 990 tax filing support as part of the Services.

i. Tax Filings; Audits. The Parties agree to have simultaneous Audits performed by the same mutually agreed upon audit firm for each calendar year end. This cooperation to engage certified public accountants and auditors is specifically encouraged to timely prepare and file Trinity's Form 990s and perform required audits relating to the HCSM, as required (including required time frames) under IRS rules applicable to 501(c)(3) organizations and health care sharing ministries. Each Party is responsible for its own expenses in connection with any tax filings or audits. Each Party shall make available to the certified public accountants and auditors, upon reasonable and advance request, all books and records required to be reviewed in connection with any tax filings or audits.

j. Compliance with Non-Profit Laws. Trinity has the sole responsibility to determine the requirements applicable to it as a non-profit organization.

k. Trinity Board. The board of directors of Trinity shall be selected by Trinity. At all times during the Term of this Agreement, no more than one-third of the board of directors of Trinity will consist of directors who are current directors, officers, employees, agents or stockholders of Alieria. Trinity has the sole responsibility and obligation to determine when board actions are required, and Alieria has no responsibility to assist or advise Trinity regarding any of its internal governance matters. Notwithstanding the foregoing, the Trinity board shall not take any actions that will cause it to violate this Agreement, Alieria's rights under this Agreement, or negatively affect the interests of the members of the Membership Roster.

2. Intellectual Property

a. License of Trinity Name. Trinity hereby grants to Alera a non-exclusive, non-transferable, and non-sublicensable license to use Trinity's trademarks, logos, and other brand indicia (collectively, "**Brand Indicia**") of Trinity (the "**Trinity Marks**") during the Term, on or in connection with the marketing, promotion, advertising, and sale of the Plans. Upon reasonable written request from Trinity, Alera will discontinue the display or use of the Trinity Marks or change the manner in which one or more Trinity Marks are displayed or used, provided that Alera shall have no obligation to destroy existing inventory of materials as a result of a change in the Trinity Marks, but only to replace such inventory with the revised versions of the Trinity Marks when such inventory is depleted. Alera acknowledges and agrees that any and all goodwill arising as a result of Alera's use of the Trinity Marks shall inure to the benefit of Trinity, and Alera acquires no rights in or to the Trinity Marks other than the license specifically set forth in this Agreement. Trinity shall not have a right or license to use the Alera Brand Indicia.

b. Intellectual Property Defined. "**Intellectual Property**" means any and all methods, processes, procedures, inventions (regardless of patentability), ideas, designs, concepts, technique, discoveries, improvements, software code, algorithms, works of authorship, work product or moral rights, as well as any trademarks, service marks, copyrights, copyright applications, rights in copyrightable works, trade secrets, know-how and other confidential or proprietary information, patents, patent applications, any divisionals, continuations, continuations-in-part, reissues, extensions, or reexaminations thereof, and any other intellectual property rights or other proprietary rights in any country or jurisdiction throughout the world.

c. Background Intellectual Property. "**Background IP**" means any Intellectual Property conceived, developed, created or discovered prior to or outside the scope of this Agreement.

d. Trinity Intellectual Property. Subject only to the rights expressly granted in this Agreement, Trinity owns and shall retain ownership of all Trinity Background IP. In addition, subject only to the rights and licenses expressly granted in this Agreement, Trinity will solely own all right, title and interest in any Intellectual Property conceived, developed, created or discovered solely by Trinity personnel or contractors in the performance of this Agreement (the "**Trinity Intellectual Property**").

e. Alera Intellectual Property. Subject only to the rights expressly granted in this Agreement, Alera owns and shall retain ownership of all Alera Background IP. In addition, subject only to the rights and license granted in this Agreement, Alera will solely own all right, title and interest in any Intellectual Property conceived, developed, created or discovered solely by Alera personnel or contractors in the performance of this Agreement (the "**Alera Intellectual Property**"). Without limiting the foregoing, Alera Intellectual Property shall specifically include all plan designs, marketing materials, plan concepts, pricing structure, the Membership Roster, software systems to manage said plans and all Intellectual Property associated with the plans designed and implemented by Alera, even if said items bear the Brand Indicia or Trinity Marks. Neither the use of the Brand Indicia nor the Trinity Marks in the Alera Background IP or the Alera Intellectual Property will grant Trinity any rights in or to the Alera Background IP or the

Aliera Intellectual Property other than the ownership in and to the Brand Indicia and the Trinity Marks that Trinity holds as Trinity Background IP.

f. Joint Intellectual Property. Trinity and Aliera will jointly own any and all Intellectual Property conceived, developed, created or discovered jointly by personnel or contractors of both Trinity and Aliera (the “**Joint Intellectual Property**”). Aliera and Trinity will coordinate with each other to determine whether it is appropriate to file for any intellectual property protections for the Jointly Developed Intellectual Property, and both Aliera and Trinity will each have the right to exploit the Jointly Intellectual Property without accounting to the other, provided that such exploitation does not violate other provisions of this Agreement.

g. No Other Licenses. For the avoidance of doubt, other than the express licenses granted by this Agreement, none of the Parties grant any rights or licenses to their Intellectual Property, by implication, estoppel, or otherwise, to the other Parties.

3. Revenue and Expenses; Payments

a. Revenues and Expenses. Trinity and Aliera have agreed to apportion the total revenues received from the member share contribution amounts and the vendor fees associated with the Plans in accordance with Exhibit B attached hereto, which may be amended from time to time as agreed to by the Parties (the “**Revenue and Expense Structure**”). For clarity, the Parties may amend the Revenue and Expense Structure by amending Exhibit B only, without amending this Agreement. No person who is a “disqualified person” under IRS rules and regulations will be paid any fees by the other Party.

b. Enrollment Fees. Trinity will receive \$25 for each application to be paid from each member’s enrollment fees (the “**Member Enrollment Fees**”) in any of the Plans.

c. Member Payments. All member share contributions (the monthly share amount that each member contributes for each of the Plans) and Member Enrollment Fees will be first paid directly to a banking account in the name of Aliera. Aliera will transfer the funds attributable to the HCSM portion of the Plans into a banking account in the name of Trinity, which funds will be the net amount after any payments due from Trinity, in accordance with the Revenue and Expense Structure and the Share Box Contribution, have been distributed by Aliera. Aliera will provide Trinity with a report within 15 days of the end of each month showing the amounts attributable in that month to the HCSM portion of the Plans, and the deductions made from such amounts in accordance with the Revenue and Expense Structure.

d. Payments. Pursuant to resolutions of the board of directors of Trinity, Aliera is an authorized signatory, and is authorized to make payments from, each and all banking accounts opened in Trinity’s name in connection with this Agreement. Aliera is authorized to make, or cause to be made, deposits into, and payments from, such Trinity banking accounts, in accordance with the Revenue and Expense Structure.

4. Representations and Warranties

Each Party represents and warrants to the other that (i) it has the full authority and power to enter into and fully perform this Agreement; (ii) neither the execution nor delivery of this Agreement, nor such Party's performance of any obligations under this Agreement, will conflict with or violate any other license, agreement or commitment by which such Party is bound; and (iii) it will perform its obligations under this Agreement in compliance with all applicable laws and regulations.

5. Termination

a. Term. This Agreement shall become effective on the Effective Date and shall continue in force until the fifth (5th) anniversary of the Effective Date (the "**Initial Term**"), and will automatically, without further action by either Party, renew for an additional five (5) years ("**Renewal Term**", and each Renewal Term together with the Initial Term, the "**Term**"), unless either Party delivers to the other Party written notice of its intent not to renew at least 270 days prior to the expiration of the Initial Term or the then current Renewal Term, as applicable.

b. Termination Upon Default. Either Party may terminate this Agreement, effective on written notice to the other party (the "**Defaulting Party**"), if the Defaulting Party:

i. Materially breaches this Agreement, and either such material breach is incapable of cure or, if curable, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach;

ii. Becomes insolvent or admits its inability to pay its debts generally as they become due, makes a general assignment for the benefit of creditors, voluntarily enters into an proceeding under any bankruptcy or insolvency law, becomes involuntarily subject to any such proceeding which is not dismissed or vacated within 45 days after filing, or has a receiver or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or

iii. Is dissolved or liquidated or takes any corporate action for such purpose.

c. Post-Termination Matters. Neither Party shall incur any liability to the other by reason of the termination of this Agreement or its non-renewal; provided, however, that the termination of this Agreement for any reason shall not terminate any rights, obligations or liabilities which either Party may accrue prior to such expiration or termination. Upon valid termination of this Agreement, all rights and authority granted hereunder shall immediately terminate (except as provided below), and the Parties will promptly destroy or return all materials in its possession which belong to the other Party, including any and all confidential information which may have come into its possession as well as any and all materials bearing the Brand Indicia or containing the Intellectual Property of the other Parties. In the event of any termination of this Agreement, Sections 1(d), 7, 8 and 9 will survive in accordance with their terms.

d. Active Members. Upon termination of this Agreement in accordance with this Section, any existing member enrolled in a Plan will remain active and continue to be serviced by Alera until the member requests cancellation of the Plan.

6. Indemnification & Limitations

a. Indemnification. Each party shall agree to defend, hold harmless and expeditiously indemnify the other party of and from any and all liability, claim, loss, damage, or expense arising from or in connection with the indemnifying Party's breach or violation of any representation, warranty or covenant contained in this Agreement (if such breach of representation, warranty or covenant is decided by a court of competent jurisdiction, arbitration or by admission of either party), including reasonable attorneys' fees and expert witness fees and other reasonable costs incurred in the defense of any legal proceeding asserting such a claim.

b. Limitations. EXCEPT FOR (i) A PARTY'S BREACH OF ITS CONFIDENTIALITY AND NON-SOLICITATION OBLIGATIONS SET FORTH IN SECTION 7 AND (ii) A PARTY'S INDEMNITY OBLIGATIONS SET FORTH IN SECTION 6, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT, AND REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE THIS SECTION DOES NOT LIMIT EITHER PARTY'S LIABILITY FOR BODILY INJURY (INCLUDING DEATH), OR PHYSICAL DAMAGE TO TANGIBLE PROPERTY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EXCEPT AS PROVIDED FOR A BREACH OF SECTION 7 (CONFIDENTIALITY AND NON-SOLICITATION OBLIGATIONS) OR EXCEPT AS PROVIDED UNDER SECTION 6 (INDEMNITY OBLIGATIONS), IN NO EVENT SHALL EITHER PARTY'S TOTAL LIABILITY TO THE OTHER PARTY IN CONNECTION WITH, ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED \$5,000 (USD). THE PARTIES AGREE THAT THE LIMITATION SPECIFIED IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

7. Confidential Information; Non-Solicitation

a. Confidential Information.

i. Definition. From time to time during the Term of this Agreement, either Party (in such capacity, the "**Disclosing Party**") may, but is not hereby obligated to, disclose or make available to the other Party (in such capacity, the "**Receiving Party**") proprietary information of the Disclosing Party, including information about its business, products and services, ownership structure, financial condition, operations, assets, liabilities, business plans, Alera Intellectual Property, information that it deems a trade secret under applicable law, third-party confidential information in the Disclosing Party's possession or under its control, and other sensitive or proprietary information, and all notes, documents and other materials prepared by the Receiving Party that contain, reflect or are based upon any such information described above, in each case whether orally or in

writing, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**").

ii. Exclusions. Confidential Information shall not include information that, at the time of disclosure and as established by the Receiving Party by documentary evidence: (i) was already possessed by the Receiving Party prior to its being obtained in connection with the Services, free of other confidentiality obligations to the Disclosing Party, (ii) has become generally available to the public other than as a result of disclosure by the Receiving Party or any of its affiliates or representatives, or (iii) has become available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, where the Receiving Party has no knowledge, after reasonable inquiry, that the source owes any confidentiality obligation to the Disclosing Party.

iii. HIPAA. Trinity acknowledges that Alera may determine, with advice of counsel, that Alera is subject to (i) the Health Insurance Portability and Accountability Act of 1996, and regulations promulgated thereunder, including the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR Parts 160 and 164, and any subsequent amendments or modifications thereto, and (ii) the HITECH Act, and regulations promulgated thereunder, and any subsequent amendments or modifications thereto (together, "**HIPAA**"). As such, Trinity shall not use PHI (as defined below) in any manner except for the purpose of performing functions, activities, or services pursuant to the Agreement; provided, however, that Trinity shall not use PHI in any manner that would constitute a violation of HIPAA if so used by Alera. Trinity may use PHI: (i) for the proper management and administration of Trinity; (ii) to carry out the legal responsibilities of Trinity; or (iii) as required by 45 CFR § 164.103. "**PHI**" shall have the meaning set forth in 45 CFR § 160.103, including, without limitation, any information, whether oral, electronic or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; (ii) the provision of health care to an individual; or (iii) the past, present or future payment for the provision of health care to an individual; and (iv) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

iv. Duties. The Receiving Party shall protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; shall not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise the Receiving Party's rights or to perform its obligations under this Agreement; and shall not disclose any such Confidential Information to any person or entity, except to the Receiving Party's representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under the Agreement.

v. Obligation for Representatives. The Receiving Party shall be responsible for any breach of this Section 7(a) caused by any of its representatives. At the Disclosing Party's written request, the Receiving Party shall promptly return, and shall require its

representatives to return to the Disclosing Party all copies, whether in written, electronic or other form or media, of the Disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed. The Disclosing Party's Confidential Information shall be protected throughout the Term of this Agreement and for five (5) years following termination of this Agreement.

b. Non-Solicitation. During the Term and for two (2) years after, each Party shall not, and shall not assist any other person to, directly or indirectly, recruit or solicit for employment or engagement as an independent contractor any person then or within the prior six (6) months employed or engaged by the other Party.

c. Remedies. In addition to all other remedies available hereunder or otherwise at law, each party may seek equitable relief (including injunctive relief) against the other party and its representatives to prevent the breach or threatened breach of Section 7 of this Agreement and to secure enforcement thereof, without need to prove actual damages or to post bond or other security.

8. Governing Law; Venue; Waiver of Jury Trial

This Agreement shall be enforced, governed and construed in accordance with the laws of the State of Georgia, without regard to its principles governing the conflict of laws. Any judicial proceedings brought by either Party hereto must be brought in either the state or (if jurisdiction can be acquired) federal courts located in Fulton County, Georgia, and each Party consents to such venue serving as the exclusive venue for any such actions.

THE PARTIES HEREBY IRREVOCABLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

9. Miscellaneous

a. No Joint Venture. The relationship of the Parties is that of independent contractors. This Agreement does not give either Party the power to direct the day to day activities of the other, constitute the Parties as partners, joint venturers, co-owners or principal-agent, or allow either Party to create or assume any obligation on behalf of the other Party.

b. Records. The Parties agree to maintain all documents and records relating to members in the Plans for the earlier of five (5) years following the (i) cancelation of such member's enrollment in any Plan, or (ii) termination of this Agreement. Each Party agrees to permit the other Party (at the requesting Party's sole expense) to have reasonable access, at reasonable times and in a manner so as not to unreasonably interfere with normal business operations, to such documents and records so as to enable each Party to prepare tax, financial or court filings or reports, to respond to court orders, subpoenas or inquiries, investigations, audits or other proceedings of governmental authorities, and to prosecute and defend legal actions or for other like purposes.

c. Assignment. This Agreement will be binding upon and inure to the benefit of the successors and permitted assigns of the parties. No Party shall assign any of its rights or obligations under this Agreement without the prior written consent of the other Party, and any purported assignment by any Party in violation of this provision will be null and void. Notwithstanding the foregoing, a Party may assign this Agreement to a person or entity that controls, is controlled by, or is under common control with the Party. A Party agrees to provide the other Party with at least 60 days' prior written notice in the change of ownership, control, substantial change in management or management rules and regulation of operations.

d. Severability. If any provision of this Agreement is determined by a court to be unenforceable, then the parties shall deem the provision to be modified to the extent necessary to allow it to be enforced to the extent permitted by law, or if it cannot be modified, the provision will be deleted from this Agreement, and the remainder of the Agreement will continue in effect.

e. Entire Agreement. This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof and supersedes all and any prior understandings, undertakings and promises between Trinity, and Alera whether oral or in writing.

f. Joint Negotiation. The Parties have participated jointly in the negotiation and drafting of this Agreement. The Parties contemplate that this Agreement will be construed as having been drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any party based upon the authorship of any provision hereof. Trinity acknowledges that Alera's legal counsel does not represent and has not represented Trinity in connection with, including the negotiation of, this Agreement, and that it had the opportunity to retain its own counsel in connection with this Agreement.

g. Notices. Any notice, request or consent required or permitted hereunder must be in writing and will be deemed to have been received when hand delivered, when sent by email or fax (upon electronic confirmation of error-free delivery), one day after being sent by nationally recognized overnight courier, costs prepaid, or three days after being sent by certified or registered U.S. mail, return receipt requested, postage prepaid, in any case addressed to the recipient at its contact information listed below (or at such other address as the applicable party may designate by notice hereunder to the other parties):

To: Trinity HealthShare, Inc.
5901 Peachtree Dunwoody Rd., Suite C 160
Atlanta, GA 30328
Attn: William H. Thead, III, Chairman

To: Alera Healthcare, Inc.
990 Hammond Drive
Suite 700
Atlanta, Georgia 30328
Attn: Chase Moses, Executive Vice President

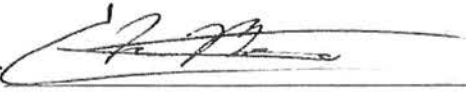
h. No Waiver. No failure or delay by any party to exercise any right under this Agreement will operate as a waiver of such right, and no single or partial exercise of any such right will preclude any other or further exercise of such right or the exercise of any other right.

i. Multiple Parts. This Agreement may be signed in counterparts, by facsimile and electronic signatures, and by signatures delivered electronically, each of which will be deemed an original and all of which together will constitute one instrument.

[SIGNATURE PAGE FOLLOWS]

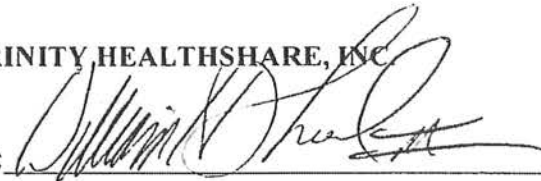
IN WITNESS, WHEREOF, and intending to be legally bound hereby, the Parties have executed this Agreement under seal as of the date first written above.

ALIERA HEALTHCARE, INC.

By:  _____

Name: Chase Moses
Title: Executive Vice President

TRINITY HEALTHSHARE, INC.

By:  _____

Name: William Thead, III
Title: Chairman

Signature Page to Services Agreement

EXHIBIT A

List of Plans

AlieraCare – contains both Aliera and Trinity healthcare components

Interim Care – contains both Aliera and Trinity healthcare components

CarePlus – contains Trinity healthcare components only

Trinity Dental and Vision - contains Trinity healthcare components only

PrimaCare – contains Trinity healthcare components only

AD&D - TBD

Critical Illness - TBD

Accident – TBD

Hospital Indemnity - TBD

EXHIBIT B

Revenue and Expense Structure

Pursuant to that Management and Administration Agreement dated as of August 13, 2018, by and between Alera and Trinity, the parties agree that the revenues received from the Plans, and the costs and expenses associated with the Plans, shall be allocated to each of Alera and Trinity as set forth below or attached, until amended or changed by mutual agreement of the parties. Alera will obtain a valuation from an independent appraiser to ensure the payments from Trinity to Alera for Alera's services under the Agreement are fair market value for purposes of Internal Revenue Service (IRS) rules and regulations governing excess benefit transactions in connection with non-profit organizations. Payments from Trinity to Alera for reimbursement of vendor costs will not be considered payment of services to Alera.

AleraCare & InterimCare

Trinity acknowledges and agrees that Alera will receive and retain 65% of the total member share contribution for each primary member of each of the AleraCare and Interim Care plans (the "Total Side by Side MSC") for the Alera components of each plan and as payment for the Services.

Trinity will receive 35% of the Total Side by Side MSC (the "Trinity MSC"). Trinity will reimburse Alera, from such amount, the following fees in the following percentages for Alera's payment of vendor cost for the AleraCare and Interim Care plans, as well as distribute the following amounts to the ShareBox account to be used solely for member medical expense payments.

Program Expenses Side by Side Products	% of Trinity MSC
Alera Mgmt Fee/General Overhead/Ops Labor/Internal Sales	19.6%
Commissions	30.0%
TPA Fees	2.6%
Provider Network (Multi Plan)	1.2%
Telemedicine	0.8%
Total Reimbursement	54.2%
ShareBox Contribution / Side by Side Products	% of Trinity MSC
ShareBox Member Reserve	44.3%

CarePlus

The Parties agree that Trinity will receive 100% of the total member share contribution for each primary member of each of CarePlus plans (the "MSC"), and potentially in the future, for the Hospital Indemnity, Critical Illness and AD&D Plans contemplated under Exhibit A. Trinity will reimburse Alera, from such amount, the following fees in the following percentages for Alera's payment of vendor cost for the CarePlus plans (and potentially in the future, for the Hospital

Indemnity, Critical Illness and AD&D Plans), as well as distribute the following amounts to the ShareBox account to be used solely for member medical expense payments.

Program Expenses Stand Alone products	% of MSC
Aliera Mgmt. Fee/General Overhead/Ops Labor/Internal Sales	20.0%
Commissions	35.0%
TPA Fees	2.5%
Provider Network (Multi Plan)	1.2%
Telemedicine	1.0%
Total Reimbursement	59.7%
Share Box Contribution / Stand Alone Products	% of MSC
Share Box Member Reserve	35%

PrimaCare

The Parties agree that Trinity will receive 100% of the total member share contribution for each primary member of each of PrimaCare (the “**PrimaCare MSC**”). Trinity will reimburse Aliera, from such amounts, the following fees in the following percentages for Aliera’s payment of vendor cost for the PrimaCare plans, as well as distribute the following amounts to the ShareBox account to be used solely for member medical expense payments.

Program Expenses Stand Alone products	% of PrimaCare MSC
Aliera Mgmt. Fee/General Overhead/Ops Labor/Internal Sales	30.0%
DPCMH/Concierge Services	15.5%
Commissions	40.0%
TPA Fees	2.5%
Provider Network (Multi Plan)	1.2%
Telemedicine	1.0%
Total Reimbursement	90.2%
Share Box Contribution / Stand Alone Products	% of PrimaCare MSC
Share Box Member Reserve	8.3%

Dental

The Parties agree that Trinity will receive 100% of the total member share contribution for each primary member of each of Dental plans (the “**Dental MSC**”). Trinity will reimburse Aliera, from such amount, the following fees in the following percentages for Aliera’s payment of vendor cost for the Dental plans, as well as distribute the following amounts to the ShareBox account to be used solely for member medical expense payments.

Program Expenses Stand Alone products	% of Dental MSC
Aliera Mgmt. Fee/General Overhead/Ops Labor/Internal Sales	30.0%
Commissions	40.0%
TPA Fees	2.5%
Provider Network (Multi Plan)	10%

Total Reimbursement	82.5%
Share Box Contribution / Stand Alone Products	% of Dental MSC
Share Box Member Reserve	15%

Vision

Further, the Parties agree that Trinity will receive 100% of the total member share contribution for each primary member of the Vision plans (the "Vision MSC"). Trinity will reimburse Alera, from such amount, the following fees in the following percentages for Alera's payment of vendor cost for the Vision plans, as well as distribute the following amounts to the ShareBox account to be used solely for member medical expense payments.

Program Expenses Stand Alone products	% of Vision MSC
Alera Mgmt. Fee/General Overhead/Ops Labor/Internal Sales	30.0%
Commissions	40.0%
TPA Fees	2.5%
Provider Network (Vision Fees)	10%
Total Reimbursement	82.5%
Share Box Contribution / Stand Alone Products	% of Vision MSC
Share Box Member Reserve	15%



TRINITYSM

HealthShare

6 January 2020

Russell Toal, Superintendent
Office of Superintendent of Insurance
PO Box 1689
Santa Fe, New Mexico 87504-1689

Dear Superintendent Toal,

Last year, I had some conversations with ID DOI Director Dean Cameron, OK DOI Commissioner Glen Mulready, and NCOIL CEO Tom Considine regarding Health Care Sharing Ministries (HCSM) providing an annual “voluntary notification” of doing business in each state.

The information suggested to be included in the notification is:

- Name of HCSM, corporate address, contact info, including link to Web site
- Number of households and individuals in a particular state
- A copy of the annual audit
- A copy of the most recent IRS Form 990
- Name and contact info of the CEO or highest-ranking executive
- Name of a high-level officer whom the DOI could contact directly if and when the DOI receives a consumer complaint

With this letter, we at Trinity Healthshare, Inc., are formally and voluntarily notifying you that we have members participating in our programs residing in your state.

Our corporate name, address, and contact info is:

Trinity Healthshare, Inc.
5901 Peachtree Dunwoody Road
Suite C-160
Atlanta, GA 30328

Customer Service Phone Number: 844-834-3456
Local Main Phone Number: 404-400-1852
Toll-Free Phone Number: 844-803-8051

Web site: www.trinityhealthshare.org

Number of Trinity Households in Your State: 1,620
Number of Trinity Individual Lives in Your State: 2,443
(as of 18 December 2019)

Annual Audit: Trinity Healthshare, Inc., was officially constituted on 27 August 2018. Our first audit was completed 8 November 2019. Please find it attached.

IRS Form 990: Trinity Healthshare, Inc., was officially constituted on 27 August 2018. Our first Form 990 was completed 15 November 2019. Please find it attached.

Name of CEO:
William "Rip" Thead, CEO
Cell Phone Number: 404-401-1748
Email: rthead@trinityhealthshare.org

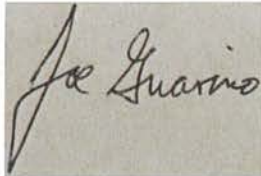
Name of High-Level Officer for Consumer Complaints:
A. Joseph "Joe" Guarino III, President
Cell Phone Number: 804-467-1880
Email: jguarino@trinityhealthshare.org

In addition, I have included two attachments an excerpt from the federal Patient Protection and Affordable Care Act of 2010 where in members of Health Care Sharing Ministries were exempted from the individual mandate to purchase health insurance.

Superintendent Toal, I am sure you would agree that Health Care Sharing Ministries provide a legitimate solution for some consumers in your state. We at Trinity HealthShare recognize that your department serves a very important role for your state's citizens by protecting them from unlicensed insurance activity. While Health Care Sharing is not insurance and Trinity Healthshare, Inc., is not an insurance company, we recognize the importance of maintaining a cordial, collaborative working relationship with your

department, thus ensuring that consumers in your state are not misled or confused about what Trinity offers (and what it does not offer). If you or your staff have any questions about Trinity HealthShare specifically or Health Care Sharing generally, please feel free to contact me directly.

With His Blessings,

A square image containing a handwritten signature in black ink on a light-colored background. The signature is written in a cursive style and reads "Joe Guarino".

Joe Guarino, President
Trinity Healthshare, Inc.

Total Share Requests Paid: \$61,782,246

Total Charitable Giving: \$535,925

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Trinity HealthShare!

Trinity HealthShare is a community of believers nationwide fulfilling God's command to share one another's burdens.

"Bear

ye

one

BECOME A MEMBER (855) 830-5766

burdens,
and
80

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Christ
Galatians
6:2

Families Helping Families Share Medical Expenses

Trinity HealthShare offers a wide range of Health Care Sharing Ministry programs designed to reduce costs and put the power of choice back into the hands of individuals and families. These programs are not insurance, but another option for affordable access to health care.

Trinity aims to minister to its collective membership and bring together a community of faithful Christians. Along with the ideal of health care sharing ministries, the mission of Trinity HealthShare is deeply rooted in Scripture. Health care sharing ministries (HCSM) have been around for centuries, and our ministry, which traces its sharing of medical needs among members back to 1997, aims to continue that tradition for many generations to come. Your health is vital to your ability to live a full and fruitful life, yet the cost to maintain a healthy lifestyle is often overbearing. Trinity, like its predecessor, desires to lighten the heavy burden that health care costs place on individuals and families.

"My burden is light" -

BECOME A MEMBER (855) 830-5766



Health care sharing is not insurance; it is a voluntary commitment of members which share a common set of religious beliefs to act and live responsibly and to honor a covenant made with each other. Our ministry is

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-Romans 12:13

LEARN MORE ABOUT OUR PROGRAMS

Member Testimonials

“ *I was so very blessed to have found Trinity. I was excited that there was such a thing as a cost sharing program that could offer me an alternative to health insurance. I was able to*

BECOME A MEMBER (855) 830-5766

and still provide myself and my son with yearly checkups and preventative care. People like me need this option as

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