IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	Chapter 11 (Subchapter V)
SHARITY MINISTRIES, INC.,[1]	Case No. 21-11001 (JTD)
	Proposed Hearing Date: August 5, 2021 at 1:00 p.m. (ET)
Debtor.	**Proposed Objection Deadline: July 29, 2021**

UNITED STATES TRUSTEE'S MOTION TO REMOVE THE DEBTOR IN POSSESSION PURSUANT TO 11 U.S.C. § 1185, OR ALTERNATIVELY, MOTION TO AUTHORIZE THE SUBCHAPTER V TRUSTEE TO INVESTIGATE THE DEBTOR'S FINANCIAL AFFAIRS PURSUANT TO 11 U.S.C. § 1183

Andrew R. Vara, the United States Trustee for Region 3 (the "U.S. Trustee"), through his undersigned counsel, respectfully moves ("Motion") the Court for an order removing the debtor in possession pursuant to 11 U.S.C. § 1185(a), or alternatively, authorizing the Subchapter V Trustee to investigate the Debtor's financial affairs pursuant to 11 U.S.C. § 1183(b)(2), and states as follows:

PRELIMINARY STATEMENT

1. The U.S. Trustee moves for the removal of the Debtor as debtor in possession and entry of an order directing the appointment of an independent trustee to oversee this case. If this Court does not remove the Debtor as debtor in possession, the U.S. Trustee alternatively moves for an order expanding the Subchapter V Trustee's duties to include an investigation of the

[1] The last four digits of the Debtor's federal tax identification number is 0344. The Debtor's mailing address is 821 Atlanta Street, Suite 124, Roswell, GA 30075.

Debtor's financial affairs. There is cause to support either request because the Debtor has, and continues to, grossly and/or incompetently mismanage its affairs to the detriment of stakeholders.

2. The Debtor purports to operate an insurance-like, non-profit organization dependent on the monthly monetary contributions from approximately 10,000 individuals ("Members") to facilitate the sharing of medical costs between Members. In return for contributing, Members can submit a request for payment of medical expenses ("Share Request(s)"), and if approved, the Debtor *might* pay the Member's medical costs. The Debtor, however, only has three employees, so it outsources the administration, review, approval/denial, and most aspects of its operations to the Aliera Companies, Inc. The arrangement between the Members, the Debtor, and Aliera has been the subject of prepetition lawsuits and regulatory proceedings by various states that allege, *inter alia*, the Debtor and Aliera have misinformed and misled the Members, that they are insurance companies operating without licensure and regulation, and that a substantial amount of a Member's contributions is used to pay Aliera rather than the Share Requests.

3. Against this backdrop, the Debtor filed this bankruptcy case, but lacks access to its own books and records containing important information about the Members and the Share Requests. SOLIC, the proposed CRO firm, has an engagement letter that makes clear the firm will not oversee Share Requests. Without evidence or substantiation, the Debtor has already taken the position that its Members are not claimants or creditors in this case on account of their Share Requests.

4. Based on the Debtor's stated objectives at the time of filing, a successful reorganization would depend on the rejection of its contracts with Aliera, assumption of new contracts with more efficient third-party vendors, and an investigation into a backlog of Share

Requests and Aliera's possible non-payment of Share Requests. The proposed CRO and his firm, however, were not involved in these matters; instead, the Debtor's board of directors have had all the decision-making power with no oversight. Since filing, the Debtor announced the board's decision to discontinue operations, and the consequences of that decision on the trajectory of this case and the Members is uncertain at best.

5. Based on the foregoing, the U.S. Trustee submits there is cause under section 1185(a) of the Code to remove the Debtor as debtor in possession and direct the appointment of a trustee who will take control of the Debtor's estate for benefit of the Members and creditors and determine the best course for liquidation of the Debtor. Alternatively, if this Court does not remove the Debtor as debtor in possession, this Court should expand the duties of the Subchapter V Trustee under section 1183(b)(2) to conduct a broad and thorough investigation into the Debtor's and Aliera's relationship with the Members and any associated ancillary issues.

JURISDICTION

6. Under (i) 28 U.S.C. § 1334, (ii) applicable order(s) of the United States District Court for the District of Delaware issued pursuant to 28 U.S.C. § 157(a), and (iii) 28 U.S.C. § 157(b)(2), this Court has jurisdiction to hear and determine the Motion.

7. The U.S. Trustee is charged with overseeing the administration of chapter 11 cases filed in this judicial district, pursuant to 28 U.S.C. § 586. This duty is part of the U.S. Trustee's overarching responsibility to enforce the bankruptcy laws as written by Congress and interpreted by the courts to guard against abuse and over-reaching to assure fairness in the process and adherence to the provisions of the Bankruptcy Code. *See In re United Artists Theatre Co*., 315 F.3d 217, 225 (3d Cir. 2003) ("U.S. Trustees are officers of the Department of Justice who protect the public interest by aiding bankruptcy judges in monitoring certain aspects of bankruptcy

proceedings."); *United States Trustee v. Columbia Gas Sys., Inc. (In re Columbia Gas Sys., Inc.)*, 33 F.3d 294, 298 (3d Cir. 1994) ("It is precisely because the statute gives the U.S. Trustee duties to protect the public interest . . . that the Trustee has standing to attempt to prevent circumvention of that responsibility."); *Morgenstern v. Revco D.S., Inc. (In re Revco D.S., Inc.)*, 898 F.2d 498, 499 (6th Cir. 1990) ("As Congress has stated, the U.S. trustees are responsible for protecting the public interest and ensuring that the bankruptcy cases are conducted according to [the] law").

8. Under § 307 of title 11 of the United States Code (the "Bankruptcy Code" or "Code"), the U.S. Trustee has standing to be heard on the issues raised in this Motion.

PROCEDURAL HISTORY AND FACTUAL BACKGROUND

I. Procedural History

9. On July 8, 2021 (the "Petition Date"), Sharity Ministries, Inc. ("Sharity," or "Debtor") filed a voluntary chapter 11 petition in this Court. D.I. 1.

10. On the petition, Sharity elected to proceed under Subchapter V of chapter 11, and it asserts that its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than $7.5 million. *Id*.

11. The Debtor filed a motion to limit the scope of notice to its approximately 10,000 Members and approval of an "opt-in" procedure whereby Members can elect to receive more notice of filings in this case. *See* Limit Notice Motion at D.I. 10. Sharity justifies this limited notice by alleging that "Members do not have a right to payment on account of sharing requests for medical expenses." *See id*. at ¶ 6. The Limit Notice Motion has been adjourned to the second day hearing. Sharity also filed a Subchapter V Plan ("Plan") that does not contain any financial projections or treat Members as creditors or claimants. *See* Plan at D.I. 14.

12. The Debtor also filed a motion seeking approval and authority to continue paying Members' Share Requests of up to $1.4 million on an interim basis. *See* Share Request Motion at D.I. 9. This Court approved the Share Request Motion but ordered that the Debtor, prior to payment of any Share Requests, submit an itemization of the Share Requests sought to be paid to the U.S. Trustee and Subchapter V Trustee (defined below). On July 21, 2021, the Debtor announced to the Court that it will no longer honor Members' Share Requests; it is uncertain whether that decision applies to the approval to pay the $1.4 million in Share Requests.

13. On July 9, 2021, the U.S. Trustee appointed Holly Smith Miller ("Subchapter V Trustee") as the trustee in this case pursuant to section 1183(a) of the Bankruptcy Code. D.I. 21.

II. Debtor's Background and Prepetition Litigation History

14. Sharity was incorporated in 2018 under the laws of Delaware by the name Trinity Healthshare, Inc. It is a 501(c)(3) organization that purports to operate a health care sharing ministry, which is a "medical cost-sharing arrangement among persons of similarly and sincerely held religious beliefs" ("Health Care Sharing Ministry," or "HCSM"). *See Declaration Of Neil F. Luria In Support Of Chapter 11 Petition And First Day Motions* at D.I. 5 ("Luria Declaration"), ¶ 5. Sharity has two full-time employees: (1) a Chief Executive Officer; and (2) a President. *See* Wages Motion at D.I. 12, ¶9. It also has one part-time employee, a Vice President. *See id*.

15. Sharity can only fulfill its medical cost sharing mission with the monetary contributions of individuals ("Member(s)"). Luria Declaration at ¶ 7. Sharity offers a variety of health care sharing programs, and based on the program chosen, a Member contributes a certain amount per month. In return, a Member then makes a request for payment of medical expenses ("Sharing Request"). *See id*. at ¶ 6. If a Share Request is eligible for payment, "Sharity transmits funds from the Sharebox account to the medical provider for the requesting member's expenses."

Id. at ¶ 8. In 2019, Sharity received $91,756,409 in Member contributions, and purports to have paid $54,880,109 in benefits to Members. *See* Form 990, Return of Organization Exempt From Income Tax ("2019 Federal Tax Return") at D.I. 1.

16. Sharity does not have sufficient employees and operations to handle the administration of the Share Requests. It "contract[s] with several companies affiliated with The Aliera Companies, Inc. ("Aliera") for the provision of back-office medical, marketing, IT, and other administrative services." *See* Aliera Contract Rejection Motion at D.I. 13, ¶ 7. In 2019, Sharity paid Aliera $32,138,105 for these services; the Members' voluntary contributions paid Aliera's fees. *See* 2019 Federal Tax Return.

17. Aliera and/or Sharity are parties to, or implicated in, lawsuits and regulatory proceedings concerning their operations in various states. These lawsuits and regulatory proceedings allege that Aliera and Sharity are not HCSMs; rather, they are insurance companies operating without licensure and regulation.

18. For example, in March 2020, the State of California ("California") ordered that Sharity and Aliera immediately cease and desist from "providing products and[/]or benefits to California consumers which are misleading or misrepresent the benefits of such products." *See* Exhibit A: California Cease and Desist Order. California alleged that Sharity and Aliera did not "meet the definition" of a Health Care Sharing Ministry under the Internal Revenue Code. *See id*. Contrary to Aliera and Sharity's representations that they do not provide health insurance coverage, California also asserted that both entities "have undertaken to indemnify California consumers against loss, damage, or liability by providing products, advertisements, and other materials to California consumers which contain information that is misleading or have misrepresented the benefits of the products offered, in violation of [California's insurance code]."

See id. Similarly, on July 7, 2020, the State of Iowa ("Iowa") filed a statement of charges against Aliera and Sharity alleging facts similar to those set forth the California Cease and Desist Order. *See* Exhibit B: Iowa Statement of Charges. Iowa surveyed 300 past and present Members; 40% of responders believed the arrangement with Sharity and Aliera was health insurance; and 70% of responders "did not understand that there was no promise to pay for their medical needs." *See id*. On January 15, 2021, the State of Texas ("Texas") filed a state court action against Aliera and Sharity alleging facts similar to those set forth in the Calfornia Cease and Desist Oder and the Iowa Statement of Charges. *See* Exhibit C: Texas State Court Complaint.[2] Additionally, Texas alleges that one of Sharity's current board members, William H. Thead III: (1) formed Sharity while an employee of Aliera; and (2) filed an application containing misleading information with the Internal Revenue Service when he formed Sharity. See *id*. Sharity and Aliera are party to many other state regulatory proceedings.[3]

III. Debtor's Goals in Bankruptcy

19. At the time of filing, Sharity's main goal in this case was to reject its contracts with Aliera and enter new contracts with "certain third-party service providers" it believes "will provide a high-quality level of service" and "more competitive prices." Luria Declaration ¶ 18. Sharity also asserts that it will "reduce the number of states in which it operates." *Id*.

[2] The U.S. Trustee notes that Exhibit C contains several Exhibits, in particular, B, D, and E; these exhibits are the marketing materials and member guide utilized by Aliera and Sharity that show how membership in the Debtor was marketed as an "alternative to traditional health care." They also show the program levels offered by Aliera and Sharity.

[3] The U.S. Trustee also notes that Sharity is either a defendant or implicated in at least two class actions lawsuits alleging that Sharity and/or Aliera sold illegal health insurance products to consumers. *See LeCann v. The Aliera Companies, Inc*., Case No. 20-cv-0249-AT (N.D.Ga. June 2020); *Duncan v. The Aliera Companies and Trinity Healathshare, Inc.*, Case No. 20-at-00419 (E.D.Cal. April 2020).

20. Since filing, Sharity's board of directors pivoted and decided to discontinue operations.

21. Sharity's board of directors has retained SOLIC Capital Advisers LLC ("SOLIC") to provide the services of Neil F. Luria as Chief Restructuring Officer ("CRO"), Raoul Nowitz as Assistant Chief Restructuring Officer ("Asst. CRO"), and Kevin Tavakoli as Director of Finance ("Finance Dir."). *See* Debtor's CRO Application at D.I. 15. SOLIC has been providing services to the Debtor since April 2021, and Mr. Luria is purportedly "generally familiar with Sharity's business, financial condition, policies and procedures, day-to-day operations, and books and records. *See id*. at ¶ 9; *accord* Luria Declaration at ¶ 2. However, during the First Day Hearing in this case, when counsel for the U.S. Trustee questioned Mr. Luria about information related to the Share Request procedures, Mr. Luria did not have any information about the approval/denial process, the number of requests that would come due within the first twenty-one days of the case, or the estimated amount of contributions to be made by Members. Mr. Luria also testified that Members were not considered creditors of the Debtor's estate. SOLIC's engagement letter states that "SOLIC and the Interim Officers will not be responsible for overseeing sharing requests[.]" *See* CRO Application at D.I. 15-2.

22. The U.S. Trustee has also learned Mr. Luria and the other SOLIC professionals have not been involved in (i) the Sharity's "strategic process" for soliciting interest from third parties to enter into new contracts to replace Aliera; (ii) Sharity's purportedly ongoing investigation concerning a "backlog of sharing requests"; and (iii) whether Aliera failed to pay amounts for approved Share Requests. Luria Declaration at ¶ 16. Sharity's board of directors has been exclusively responsible for these decisions and investigation. It is unclear to what extent, if

any, Mr. Luria and the other SOLIC professionals were involved in the decision to discontinue operations.

23. The Debtor lacks access to information necessary to administer this case. Aliera's affiliate, USA Benefits & Administrators, LLC ("USA Benefits") currently possesses Sharity's books and records, such as membership roster information, and it has control over Sharity's administrative rights for email addresses and information about historical Share Requests. *See* Aliera Contract Rejection Motion at D.I. 13, ¶ 14. Securing the return of these books and records might involve contested litigation that will further impede the administration of these case and the Debtor's ability to pay Share Requests or refund contributions.

24. Since the filing of this case, the U.S. Trustee has become aware that the California Attorney General's Office has received complaints that Sharity charged Members for July premiums but has cancelled coverage, refused to refund premiums, and disconnected it phone lines. The U.S. Trustee has also received several inquiries and complaints from Members.

ARGUMENT

I. This Court Should Remove Sharity as a Debtor in Possession.

25. Section 1185(a) of the Bankruptcy Code provides that "[o]n request of a party in interest . . . the court shall order that the debtor shall not be a debtor in possession for cause, including fraud, dishonesty, incompetence, or gross mismanagement of the affairs of the debtor, either before or after the date of commencement of the case[.]" 11 U.S.C. § 1185(a). Pursuant to the Code's rules of construction, "'includes' and 'including' are not limiting[.]" 11 U.S.C. § 102(3).

26. Although there is no governing authority establishing the standards that constitute "cause" under section 1185(a), this Court can consider analogous authority under section 1104(a)(1) because it uses the same language as 1185(a). *See In re Neosho Concrete Products Co.*, 20-30314, 2021 WL 1821444, at *8 (Bankr. W.D. Mo. May 6, 2021) (citing *In re Peak Serum, Inc*., 623 B.R. 609, 614 n.1 (Bankr. D. Colo. 2020)).

27. Under the construct of section 1104(a)(1) of the Code, where the court finds cause to appoint a trustee, an order for the appointment of a trustee is mandatory. *Official Comm. Of Asbestos Pers. Injury Claimants v. Sealed Air Corp. (In re W.R. Grace & Co.)*, 285 B.R. 148, 158 (Bankr. D. Del. 2002). The categories enumerated in 11 U.S.C. § 1104(a)(1) "cover a wide range of conduct" and, thus, are best described as illustrative, rather than exclusive. *See In re Marvel Entertainment Corp.*, 140 F.3d 463, 472 (3d Cir. 1998) (quoting *Committee of Dalkon Shield Claimants v. A.H. Robbins Co*., 828 F.2d at 242). Fraud, dishonesty, incompetence, and gross mismanagement of a debtor's business affairs, pre and post-petition, are all grounds for appointment of a chapter 11 trustee under 11 U.S.C. § 1104(a)(1). *See, e.g., In re Sharon Steel Corp.*, 871 F.2d 1217 (3d Cir. 1989); *In re Colby Construction Corp.*, 51 B.R. 113, 116-118 (Bankr. S.D.N.Y. 1985); *In re Crescent Beach Inn, Inc*., 22 B.R. 155, 159 (Bankr. D. Me. 1982). The determination of whether cause exists must be taken on a case by case basis, taking into account all relevant factors. *Sharon Steel*, 871 F.2d at 1225.

28. Lastly, under Third Circuit case law, a party moving for the appointment of a trustee under section 1104(a) must establish the need for a trustee by clear and convincing evidence. *See In re Marvel Entertainment Group, Inc.*, 140 F. 3d 463, 471 (3rd Cir. 1998); *see also In re G-Holdings, Inc*., 385 F. 3d 313, 320 (3d Cir. 2004). However, the Court is not required to hold a full evidentiary hearing. *See In re Ionosphere Clubs, Inc*., 113 B.R. 164, 167 (Bankr. S.D.N.Y. 1990).

29. Here, the Debtor has grossly, or at least, incompetently, mismanaged the Debtor's affairs both pre and post-petition, warranting its removal as debtor in possession and appointment of an independent trustee. Such mismanagement is due to the Debtor's lack of care, attention, and obligation to its most important constituency: the Members.

30. The regulatory proceedings and lawsuits filed by the states reflect their serious concerns about Sharity misleading and misinforming its Members as to the nature of its insurance-like products. The states also allege that the Debtor entered into a one-sided contractual arrangement with the Aliera Companies, whereby most of a Member's contributions were earmarked for Aliera's payment rather than payment of Share Requests.

31. The Debtor's gross or incompetent mismanagement of its affairs has not been cured by its retention of SOLIC, Mr. Luria, and his fellow interim officers. These professionals were not involved in the decision-making process to contract with the new third-party services providers, they have no role in the investigation of the backlog of Share Requests and Aliera's possible non-payment of Share Requests, and they are not involved in overseeing Share Requests. These aspects of the Debtor's affairs are the cornerstones of this bankruptcy case and SOLIC has no role in it.

32. The Debtor's actions to date have not been helpful to the Members. The Limit Notice Motion proposes obstacles for the Members to stay apprised of this case. The Debtor has stopped honoring Share Requests payments and proposed a Plan and that completely ignores the Members as a constituency. The Debtor concludes without evidence or substantiation that the Members are not creditors. An independent fiduciary needs to be appointed at the outset of this case who has necessary authority to make independent decisions and can take control of the estate for benefit of Members and creditors. Such a fiduciary can also investigate the status of Members

as creditors because their potential status as creditors has many implications, like, (1) eligibility to proceed under Subchapter V; and (2) treatment under a plan.

33. For the foregoing reasons, the U.S. Trustee requests that this Court remove the Debtor as debtor in possession and direct the appointment of a trustee in this case with all the duties enumerated in section 1106 of the Code.

II. Alternatively, This Court Should Expand the Subchapter V Trustee's Duties.

34. Pursuant to section 1183(b)(2), this Court may order that the Subchapter V Trustee "perform the duties specified in paragraph (3), (4), and (7) of section 1106(a) of [Title 11], if the court, for cause and on request of a party in interest, the trustee, or the United States Trustee, so orders." 11 U.S.C. § 1183(b)(2). "Cause" is not defined in section 1183(b)(2) of the Code, and there appear to be no published decisions defining cause under this section.

35. Section 1106(a)(3) of the Code provides that a trustee shall "except to the extent that the court orders otherwise, investigate the acts, conduct, assets, liabilities, and financial condition of the Debtor, the operations of the debtor's business and the desirability of the continuance of such business, and any other matter relevant to the case or the formulation of the plan." 11 U.S.C. § 1106(a)(3). Once such an investigation is completed, the trustee shall file a statement "including any fact ascertained pertaining to fraud, dishonesty, incompetence, misconduct, mismanagement, or irregularity in the management of the affairs of the debtor, or to a cause of action available to the estate." 11 U.S.C. § 1106(a)(4).

36. Here, the U.S. Trustee submits that if this Court does not remove the Debtor as debtor in possession and direct the appointment of a trustee, the issues highlighted above alternatively constitute cause for the expansion of the Subchapter V Trustee's role to include

investigatory duties under section 1106 of the Code. The Debtor has summarily asserted in its Limited Notice Motion and in testimony before this Court that the Members are not creditors or claimants of this estate, but the allegations of the state regulators raise serious doubts about this assertion because it appears many Members have an expectation of payment of their medical bills due the structure of this organization. Accordingly, the Subchapter V Trustee would be able to further investigate this matter, which is important to Sharity's eligibility for Subchapter V status.

37. For the foregoing reasons, the U.S. Trustee submits that this Court should alternatively order that the Subchapter V Trustee's duties be expanded to conduct a broad and thorough investigation into the Debtor's relationship with the Members and any associated ancillary issues.

CONCLUSION

38. The Court should remove the Debtor as debtor in possession and direct the appointment of a trustee to oversee and take control of this case. Alternatively, if this Court does not order the removal of the Debtor as debtor in possession, then this Court should expand the duties of the Subchapter V Trustee to include investigatory duties under section 1106 of the Code. As argued above, there is cause to justify either request because the Debtor has, and continues to, grossly and/or incompetently mismanage the Debtor's affairs to the detriment of the Members.

Dated: July 22, 2021.
Wilmington, Delaware

Respectfully submitted,

ANDREW R. VARA
UNITED STATES TRUSTEE

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CERTIFICATE OF SERVICE

I, Rosa Sierra, hereby attest that on July 22, 2021, I caused to be served a copy of this Motion by electronic service on the registered parties via the Court's CM/ECF system and upon the following parties by electronic mail:

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EXHIBIT A: CALIFORNIA CEASE AND DESIST ORDER

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CALIFORNIA DEPARTMENT OF INSURANCE

BEFORE THE INSURANCE COMMISSIONER

OF THE STATE OF CALIFORNIA

In the Matter of: ALIERA HEALTHCARE, INC., dba as Aliera Companies, Inc., and TRINITY HEALTHSHARES, INC. Respondents.	File No. LA201900234 **CEASE AND DESIST; and NOTICE OF RIGHT TO HEARING and MONETARY PENALTY** (Insurance Code § 12921.8)

TO ALIERA HEALTHCARE, INC., dba as Aliera Companies, Inc., and TRINITY HEALTHSHARES, INC.:

JURISDICTION AND PARTIES

1. The California Department of Insurance, (hereafter "Department"), brings this matter against ALIERA HEALTHCARE, INC., dba as Aliera Companies, Inc., and TRINITY HEALTHSHARES, INC., before the Insurance Commissioner of the State of California, (hereafter "Insurance Commissioner").

2. ALIERA HEALTHCARE, INC. is a for-profit corporation organized under the laws of Delaware doing business in California (hereafter "Respondent Aliera").

3. Effective July 22, 2019, the name of Aliera Healthcare, Inc. changed to the Aliera

Companies, Inc. and become a holding company for multiple wholly-owned subsidiaries.

4. Respondent Aliera first incorporated on September 29, 2011.

5. Respondent Aliera does not hold a certificate of authority or other license authorizing it to transact insurance in the State of California.

6. TRINITY HEALTHSHARE INC. is a corporation organized under the laws of Delaware doing business in California (hereafter "Respondent Trinity").

7. Respondent Trinity first incorporated in Delaware on June 27, 2018.

8. Respondent Trinity does not hold a certificate of authority or other license authorizing it to transact insurance in the state of California.

9. On or about August 13, 2018, Respondent Aliera and Respondent Trinity entered into an Agreement wherein Respondent Aliera is named the administrator, exclusive marketer and program manager for Respondent Trinity.

10. Hereafter Respondent Aliera and Respondent Trinity shall be known collectively as "Respondents."

11. The Department has information and believes that Respondents have approximately 11,000 California residents as members.

FINDINGS & AUTHORITY

12. Insurance Code § 12921.8(a) authorizes the Insurance Commissioner to issue a Cease and Desist Order to a person who has acted in a capacity for which a license, registration, permit, or Certificate of Authority from the Insurance Commissioner was required but not possessed.

13. Insurance Code § 12921.8 does not require the Insurance Commissioner to hold a hearing prior to issuing a Cease and Desist Order.

14. California Insurance Code § 22 provides as follows: Insurance is a contract whereby one undertakes to indemnify another against loss, damage, or liability arising from a contingent or unknown event.

15. Insurance Code section 700 provides as follows:

> a) A person shall not transact any class of insurance business in this state without first being admitted for that class. Except for the State Compensation Insurance Fund as authorized by Sections 11770 and 11778 to 11780.5, inclusive, admission is secured by procuring a certificate of authority from the commissioner. The certificate shall not be granted until the applicant conforms to the requirements of this code and of the laws of this state prerequisite to its issue.
>
> b) The unlawful transaction of insurance business in this state in willful violation of the requirement for a certificate of authority is a public offense punishable by imprisonment pursuant to subdivision (h) of Section 1170 of the Penal Code, or in a county jail not exceeding one year, or by fine not exceeding one hundred thousand dollars ($100,000), or by both that fine and imprisonment, and shall be enjoined by a court of competent jurisdiction on petition of the commissioner.

16. Insurance Code section 740 provides that "[n]otwithstanding any other provision of law, and except as provided herein, any person or other entity that provides coverage in this state for medical, surgical, chiropractic, physical therapy, speech pathology, audiology, professional mental health, dental, hospital, or optometric expenses, whether the coverage is by direct payment, reimbursement, or otherwise, shall be presumed to be subject to the jurisdiction of the department unless the person or other entity shows that while providing the services it is subject to the jurisdiction of another agency of this or another state or the federal government."

17. Insurance Code section 790.03 provides that the following are defined as unfair methods of competition and unfair and deceptive acts or practices in the business of insurance:

> (a) Making, issuing, circulating, or causing to be made, issued or circulated, any estimate, illustration, circular, or statement misrepresenting the terms of any policy issued or to be issued or the benefits or advantages promised thereby or the dividends or share of the surplus to be received thereon, or making any false or misleading statement as to the dividends or share of surplus previously paid on similar policies, or making any misleading representation or any misrepresentation as to the financial condition of any insurer, or as to the legal reserve system upon which any life insurer operates, or using any name or title of any policy or class of policies misrepresenting the true nature thereof, or making any misrepresentation to any policyholder insured in any company for the purpose of inducing or tending to induce the policyholder to lapse, forfeit, or surrender his or her insurance.

(b) Making or disseminating or causing to be made or disseminated before the public in this state, in any newspaper or other publication, or any advertising device, or by public outcry or proclamation, or in any other manner or means whatsoever, any statement containing any assertion, representation, or statement with respect to the business of insurance or with respect to any person in the conduct of his or her insurance business, which is untrue, deceptive, or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue, deceptive, or misleading.

18. Insurance Code section 1631 provides that "[u]nless exempt by the provisions of this article, a person shall not solicit, negotiate, or effect contracts of insurance, or act in any of the capacities defined in Article 1 (commencing with Section 1621) unless the person holds a valid license from the commissioner authorizing the person to act in that capacity. The issuance of a certificate of authority to an insurer does not exempt an insurer from complying with this article."

19. Insurance Code section 10112.27 provides that all non-grandfathered individual and small group health insurance policies issued in California shall provide coverage for essential health benefits pursuant to the PPACA.[1] Additionally, section 10112.27(e) provides that "A health insurer, or its agent, producer, or representative, shall not issue, deliver, renew, offer, market, represent, or sell any product, policy, or discount arrangement as compliant with the essential health benefits requirement in federal law, unless it meets all of the requirements of this section. This subdivision shall be enforced in the same manner as Section 790.03, including through the means specified in Sections 790.035 and 790.05."

20. Health Care Sharing Ministries ("HCSM") are organizations in which members share a common set of religious or ethical beliefs and agree to make payments to, or share, the medical expenses of other members. Respondents represent that they are a HCSM.

21. Respondent Trinity collects fixed monthly payments from its members, payments which vary according to the level of coverage, and conducts underwriting to screen for pre-existing conditions. Additionally, Respondent Trinity has a schedule of covered and excluded services, a schedule of copayments and deductibles, a claims adjudication process, and annual and lifetime limits.

[1] Patient Protection and Affordable Care Act 42 U.S.C. § 18022(a) (2010)

22. In exchange for the fixed monthly payments, Respondents undertake to indemnify its members for loss, damage, or liability arising from a costs incurred in connection with health events.

23. Respondent Aliera markets Respondent Trinity products as alternatives to traditional health insurance to California consumers. Those products have many of the attributes of traditional health insurance products subject to Department jurisdiction, regulation, and authority.

24. Respondents' advertisements, solicitations, and other materials are deceptive and have the capacity and tendency to mislead or deceive consumers to believe they are purchasing traditional health coverage rather than a HCSM membership with no guarantee that claims will be paid and products that do not comply with the Affordable Care Act. Respondents make, issue, and circulate misleading advertisements and other materials to California consumers, in violation of Insurance Code section 790.03(a) and (b).

25. Respondents provide misleading training to sales agents concerning the nature of its products, violation of Insurance Code section 790.03(a) and (b).

26. Respondents sell products that do not cover preexisting conditions, abortion and/or contraception, or comply with the Mental Health Parity Act[2], in violation of Insurance Code section 10112.27 and the PPACA.

27. Respondents do not meet the definition of HCSMs under the Internal Revenue Code, and therefore, individuals that receive benefits through Respondents do not meet the California state individual health insurance mandate.

28. Respondents are not currently licensed or authorized by the Insurance Commissioner to act in any capacity regarding the transaction of insurance in California, and during relevant periods herein, did not hold any license, Certificate of Authority, or permit, issued by the Insurance Commissioner, to act in any capacity regarding the transaction of insurance in California.

[2] Insurance Code § 10144.5

29. The facts alleged in paragraphs 20-28 show Respondents have undertaken to indemnify California consumers against loss, damage, or liability by providing products, advertisements, and other materials to California consumers which contain information that is misleading or have misrepresented the benefits of the products offered, in violation of Insurance Code section 790.03(a) and (b).

30. The facts alleged in paragraphs 20-28 show Respondents are acting in a capacity for which a license, registration, or certificate of authority from the commissioner is required but not possessed, in violation of Insurance Code sections 1631 and 700.

31. The facts alleged in paragraphs 20-28 show Respondents did issue, deliver, renew, offer, market, represent, or sell any product, policy, or discount arrangement that are not compliant with the PPACA, in violation of Insurance Code section 10112.27.

ORDER TO CEASE AND DESIST

1. NOW THEREFORE, RESPONDENTS ARE HEREBY ORDERED to immediately CEASE AND DESIST from providing products and or benefits to California consumers which are misleading or misrepresent the benefits of such products.

2. RESPONDENTS ARE FURTHER ORDERED to immediately cease and desist from the following:

a. Transacting insurance in the State of California in any capacity, including as an insurer, insurance agent, broker, or solicitor.

b. Advertising or acting as an insurer, insurance agent, broker, or solicitor in the State of California.

c. Advertising or acting as an insurer, insurance agent, broker, or solicitor exempt from regulation in the State of California.

d. Advertising, or participating in advertising, by newspaper, telephone book or listing, mail, handout, business card, or by any other written or printed presentation, or by telephone, radio, television, Internet, public outcry or proclamation, or in any other manner or

means whatsoever, whether personally or through others, that implies that they are licensed, permitted, or authorized, or are engaged in the business of soliciting, negotiating, executing, delivering, or furnishing insurance in the State of California in any manner.

e. Receiving any money, commission, fee, rebate, payment, remuneration, or any other valuable consideration whatsoever, in connection with any insurance transactions.

NOTICE OF FINE and GROUNDS FOR MONETARY PENALTY AND POTENTIAL LIABILITY PURSUANT TO CIC §§790 *et seq*

PLEASE TAKE NOTICE that the Insurance Commissioner may, pursuant to Insurance Code § 12921.8(a)(3)(B), impose a fine of up to five thousand dollars ($5,000) for each day this Order is violated.

Additionally, the facts alleged above constitute grounds, under Insurance Code § 790.05, for the Insurance Commissioner to order Respondents to cease and desist from engaging in such unfair acts or practices and to pay a civil penalty not to exceed five thousand dollars ($5,000) for each act, or if the act or practice was willful, a civil penalty not to exceed ten thousand dollars ($10,000) for each act as set forth under Section 790.035 of the California Insurance Code

NOTICE OF RIGHT TO HEARING

Insurance Code § 12921.8(c), provides in part, as follows:

> "A person to whom a cease and desist order…has been issued, may, within seven days after service of the order…request a hearing by filing a request for the hearing with the commissioner."

If you desire a hearing in this matter, your written request for a hearing must be received within seven days after you are served with this Order. The seven day period begins on the day after you are served with this Order, and if the seventh day falls on a weekend or holiday, the

deadline is extended to the next business day. Your written request for a hearing must be directed to:

Teresa R. Campbell
Assistant Chief Counsel
California Department of Insurance,
1901 Harrison Street, 4th Floor
Oakland, California 94612

IN WITNESS THEREOF this 8th day of March, 2020.

RICARDO LARA
Insurance Commissioner

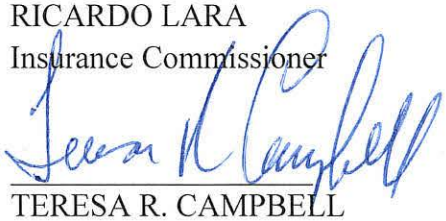
By: 
TERESA R. CAMPBELL
Assistant Chief Counsel

EXHIBIT B: IOWA STATEMENT OF CHARGES

BEFORE THE IOWA INSURANCE COMMISSIONER

IN THE MATTER OF THE ALIERA COMPANIES, INC., SHELLEY STEELE, JESSICA JOY BUDDINGTON, NPN 17590664 ALIERA HEALTHCARE, INC., NPN 18501490 ENSURIAN AGENCY, LLC, NPN 17850081, USA BENEFITS & ADMINISTRATORS, LLC, ADVEVO, LLC, TACTIC EDGE SOLUTIONS, LLC, and TRINITY HEALTHSHARE, INC., Respondents.	Division Case No. 105205 **STATEMENT OF CHARGES**

COMES NOW the Iowa Insurance Division ("Division") and pursuant to the provisions of Iowa Code chapter 507B—Insurance Trade Practices, Iowa Code chapter 522B—Licensing of Insurance Producers, and Iowa Administrative Code chapter 15—Unfair Trade Practices, states and alleges the following:

I. PARTIES AND JURISDICTION

1. The Commissioner of Insurance, Douglas M. Ommen, directly and through his designees, administers and enforces Iowa Code chapter 507B—Insurance Trade Practices, Iowa Code chapter 522B—Licensing of Insurance Producers, and Iowa Administrative Code chapter 15—Unfair Trade Practices pursuant to Iowa Code § 505.8.

2. The Aliera Companies, Inc. (hereinafter "Aliera") is a foreign corporation organized under the laws of Delaware. Aliera has a last known address of 990 Hammond Drive, Suite 700, Atlanta, GA 30328.
3. Shelley Steele (hereinafter "Steele") is the CEO of Aliera.
4. Aliera Healthcare, Inc. (hereinafter "Aliera Healthcare") was a business entity domiciled in Georgia with a last known address of 5901 Peachtree Dunwoody Road, Suite B-200, Atlanta, GA 30328. Aliera Healthcare was restructured and renamed "The Aliera Companies" in September 2019.
5. Aliera Healthcare became a licensed business entity producer on August 16, 2017. Aliera Healthcare's Iowa license was terminated on March 19, 2020 for failing to renew their resident license in the state of Georgia. Aliera Healthcare has not updated its licensing information or sought new licensure under its new name, "The Aliera Companies."
6. The designated responsible licensed producer for Aliera Healthcare is Jessica Joy Buddington. The Division issued Jessica Joy Buddington a nonresident producer license on August 1, 2018. She is licensed under NPN 17590664.
7. Shelley Steele is also the CEO of Aliera Healthcare. Aliera Healthcare is licensed under NPN 18501490.
8. Ensurian Agency, LLC (hereinafter "Ensurian") is a business entity domiciled in Delaware and is a corporate subsidiary of Aliera with a last reported address of 913 N. Market Street, Suite 200, Wilmington, DE 19801. Recent documents received by the Division indicate an address of 990 Hammond Drive, Suite 700, Atlanta, GA 30328.
9. Ensurian previously applied for and was issued a business entity producer license in the state of Iowa on October 14, 2019. Ensurian's Iowa nonresident producer license was terminated

on February 19, 2020 when the Division discovered that Ensurian did not have a resident insurance producer license. Ensurian was previously assigned NPN 17850081.

10. USA Benefits & Administrators, LLC (hereinafter "USA Benefits") is a foreign corporation incorporated under the laws of New Mexico and is a corporate subsidiary of Aliera. USA Benefits has a last known address of 990 Hammond Drive, Building One, Suite 700, Atlanta, GA 30328.
11. Tactic Edge Solutions, LLC (hereinafter "Tactic Edge") is a foreign corporation incorporated under the laws of Delaware and is a corporate subsidiary of Aliera. Tactic Edge has a last known address of 990 Hammond Drive, Suite 700, Atlanta, GA 30328.
12. Advevo, LLC (hereinafter "Advevo") is a foreign corporation organized under the laws of Delaware and is a corporate subsidiary of Aliera with a last known address of 990 Hammond Drive, Suite 700, Atlanta, GA 30328.
13. Trinity Healthshare, Inc. (hereinafter "Trinity") is a foreign corporation organized under the laws of Delaware. Trinity is not a licensed business entity insurance producer in the state of Iowa. Trinity was incorporated in Delaware on June 27, 2018. Trinity has a last known address of 5901 Peachtree Dunwoody Road, Suite C-160, Atlanta, GA 30328. Trinity is registered as a non-profit organization pursuant to 26 U.S.C. §501(c)(3) for the purported purpose of operating as a health care sharing ministry ("HCSM").
14. Pursuant to Iowa Code § 505.28, Aliera, Aliera Healthcare, Ensurian, USA Benefits, Tactic Edge, and Trinity (collectively hereinafter "Respondents") have consented to the jurisdiction of the Commissioner of Insurance by committing acts governed by Iowa Code chapters 507A and 507B.

15. From on or about January 2018 to present, Respondents engaged in acts and practices within the state of Iowa constituting cause for probation, suspension, or revocation of their business entity producer licenses; cease and desist orders; restitution; and civil penalties or other relief under Iowa Code Chapters 505, 507A, 507B, and rules adopted pursuant to these chapters.

II. FACTUAL ALLEGATIONS

16. Aliera Healthcare and Ensurian each applied for a business entity producer license with the Division by submitting a Uniform Application for Business Entity Producer License ("Uniform Application") through the National Insurance Producer Registry. In submitting the Uniform Application, Respondents each designated the Commissioner as an agent for service of process.
17. The Division issued Aliera Healthcare and Ensurian licenses as business entity producers. Aliera Healthcare was issued license number 18501490. Ensurian was issued license number 17850081.
18. Aliera, Steele, USA Benefits, Tactic Edge, and Trinity, do not have insurance producer licenses and are not otherwise registered as third party administrators or business entity producers.

CONTRACT BETWEEN ALIERA HEALTHCARE AND TRINITY

19. Aliera is a "holding" company managing various subsidiaries that handle different aspects of health-insurance-like-products. Its subsidiaries include USA Benefits, Ensurian, and Tactic Edge.
20. Beginning August 13, 2018, Aliera and Trinity were engaged in a contract to market and administer Trinity's purported HCSM.
21. Aliera offered a product called "AlieraCare" that comes in "Bronze," "Silver," or "Gold" plans, the same color designations used by ACA-compliant federally facilitated marketplace plans.

The Aliera products were marketed as Trinity HCSM plans. Each plan had a designated monthly rate dependent upon the age of the member, the number of people the plan was supposed to cover, and the level of desired coverage. There was no indication on the written materials that the rates were negotiable or voluntary.

22. Internal Aliera training documents reveal that they distribute a "Glossary of Terms" to their salespeople in order to directly compare insurance terms such as "premium," "coverage," and "deductible" with HCSM language such as "recommended monthly contribution," "eligible sharing," and "member shared responsibility."

23. Trinity uses insurance terms, such as "deductible," "premium," and "comprehensive coverage," when describing its products to consumers. While Trinity's written marketing materials state in the top left corner of each page that the product is not insurance, the sales materials contain brightly colored tables displaying all of the benefits that are covered under HCSM plans purchased.

24. Trinity asserts that as a legally operating HCSM, it is exempted from insurance regulation.

25. However, in practice, Trinity was not independently and actively operating as an HCSM. Under the original Aliera and Trinity contract, Aliera was listed as a program manager for the HCSM plans and Aliera, not Trinity, was responsible for the development of the plan designs, pricing, and marketing materials, vendor management, and recruitment and maintenance of a national sales force to market the plans.

26. Aliera had the exclusive rights to design, market, and sell the HCSM to its existing and prospective members.

27. At the time of the execution of the initial agreement with Aliera, Trinity had no members.

28. Aliera maintained ownership of the "Membership Roster" and was authorized to accept any enrollment from members in the plans "in its sole discretion." Aliera and Trinity intended for the members who enrolled in the HCSM plans to become "customers" of Aliera, not of Trinity.

29. Aliera also provided:

> 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.

30. Trinity is responsible for providing and paying accounting staff to support the financial obligations of the HCSM. However, under the original contract Trinity delegated that responsibility to Aliera, putting them in charge of providing accounting staff, financial operations support, monthly financial and membership reports, audit support, and Form 990 tax filings.

31. Under the original Aliera and Trinity contract, Trinity retained no managerial or administrative power over its non-profit HCSM and Trinity existed solely to shelter Aliera's for-profit sales of HCSM products from state and federal insurance regulation.

32. 343 Iowans enrolled in the Aliera/Trinity HCSM. 220 of the 343 Iowa consumers were enrolled in AlieraCare.

33. Aliera kept 65% of all of the fees paid for the AlieraCare product. Additionally, Aliera received reimbursement out of Trinity's portion of collected fees. Only about 15% of the total fees collected for this product were deposited into the ShareBox used to pay member claims.

The SharedBox is an account that is meant to store the money to be used for the payment of members' medical needs.

34. 67 of the 343 Iowa consumers were enrolled in a product called CarePlus. CarePlus proceeds were kept by Trinity, but Trinity paid 60% of the proceeds to Aliera for commissions, fees, and costs. Ultimately, only about 35% of the total fees collected for this product were deposited into the ShareBox for the members' benefit.

35. 49 of the 343 Iowa consumers were enrolled in a product called PrimaCare. PrimaCare proceeds were kept by Trinity, but Trinity paid Aliera 90% in commissions, fees, and costs. Ultimately only about 8% of all fees collected for this product were deposited into the ShareBox for the members' benefit.

36. The remaining 7 Iowa consumers purchased vision plans wherein only 15% of their fees were deposited into the ShareBox for the coverage of member expenses.

SURVEY OF IOWA CONSUMERS

37. On or about December 3, 2019, the Division sent an online survey to 300 past and present Aliera/Trinity members from Iowa. The Division received responses.

38. Roughly 40% of the survey responders believed they were joining a health insurance company when they purchased the Aliera/Trinity products.

39. The survey responders did not share one particular religious denomination. Responders indicated that they were associated with denominations including Evangelical Free Church of America, Catholic, First Christian, Lutheran, Pentecostal, Baptist, and four individuals stated they were not affiliated with any religion.

40. Roughly 60% of the survey responders reported that Aliera paid their medical providers directly and none of the survey responders reported their medical needs as being paid by other members.
41. All of the survey responders reported paying a fixed amount each month rather than a suggested contribution.
42. Approximately 70% of the survey responders did not understand that there was no promise to pay for their medical needs.
43. The Division further interviewed some of the survey responders by telephone. Many of them reported difficulty in receiving payment or coverage for items previously understood to be covered and large unexpected rate increases.
44. Consumer DB stated that the product was presented to him as "typical health insurance" and that he bought it from an insurance agent.
45. Consumer AL said that he believed he had health insurance that had a $9,000.00 deductible and that it was a high tier "gold" plan. Consumer AL submitted a claim to Aliera for a hospital visit which was denied, leaving the consumer owing $23,000 out of pocket.
46. Consumer MG received an email from her insurance agent confirming her purchase of health insurance and assuring her that she does have health insurance.
47. Consumer AR believed the product was insurance until she received new cards in the mail stating "This is not insurance."
48. Consumer MM understood that the Aliera product was not insurance, however, she was subjected to a large unanticipated rate increase and when she asked if she could contribute less than her newly increased contribution amount, Aliera customer service told her "no," and that there was nothing she could do about the higher price.

49. Consumer DR was told that his coverage could be cancelled for failing to submit monthly payments and that all payments, claims, and cancellations are performed through member services and/or at the carrier/healthcare company level.

TRINITY CURRENT CONTRACTS EFFECTIVE JANUARY 1, 2020

50. On January 1, 2020, Trinity engaged in a series of new contracts with Aliera subsidiaries, including Ensurian, Advevo, USA Benefits, and Tactic Edge. The new contracts terminated the previously existing contract between Trinity and Aliera.

51. Trinity's contract with Ensurian is to sell Trinity HCSM products. Ensurian is paid commissions for enrolling members in the Trinity HCSM plans. The commissions vary greatly depending on the level and cost of the plan purchased, but can reach upwards of $400.00 monthly.

52. Trinity's contract with Advevo is to market, brand, consult, and advertise the Trinity HCSM products. Advevo receives the greater of a monthly flat fee or a sum percentage of Trinity's gross revenue. Trinity's contract with Advevo is signed by Steele, acting as CEO of Advevo.

53. Trinity's contract with USA Benefits is for the administration of the HCSM. USA Benefits determines the amount available for sharing from members' contributions, determines eligible cost-sharing, funds the actual sharing of member medical expenses, and performs all related services. USA Benefits is the administrator of the HCSM's "ShareBox" where member contributions are stored to be shared and distributed.

54. USA Benefits is also responsible for receipt of member complaints, providing explanation of financial responsibility to members and to healthcare providers, creating sharing reports, retaining records, and other administrative duties associated with the administration of the HCSM. Trinity pays USA Benefits on a per member per month basis depending on the level

and cost of the plan serviced. These fees can reach upwards of $300.00 per month per member plus additional reimbursements and expenses. The contract between USA Benefits and Trinity is signed by Steele, acting as CEO of USA Benefits.

55. Trinity has engaged in two separate contracts with Tactic Edge. One contract gives Trinity the right to access an IT platform or a software system for the management and distribution of the products. Trinity pays Tactic Edge $4.50 per active member per month or a minimum fee of $3,000.00 per month.

56. The other Tactic Edge contract provides Trinity "professional services in the field of customer service and retention, regulatory, compliance, government affairs, and training in the State of Georgia and elsewhere." Trinity pays Tactic Edge $6.50 per active member per month plus a fee pursuant to a pricing schedule. The pricing schedule contains some fees upwards of $160.00 per month.

57. Tactic Edge, Advevo, USA Benefits, and Ensurian are the only subsidiaries held by Aliera. Ensurian was incorporated in August or September 2019. Advevo was incorporated in May 2019. Tactic Edge was incorporated in May 2019. USA Benefits was incorporated in December 2019. All four of the subsidiaries were created for purpose of taking over the duties of Aliera Healthcare upon the execution of the new contracts on January 1, 2020. Together, the four subsidiaries cover all of the duties and responsibilities previously reserved under the single contract Trinity had with Aliera Healthcare.

58. Trinity has little responsibility over the management or administration of its nonprofit HCSM and only a minimal amount of the total collected member contributions is reserved for the actual payment of the HCSM members' medical needs.

59. Additionally, the new contracts work to further obscure and complicate the corporate structure and management of both Aliera and Trinity's businesses. The scheme of having four separate entities to do the work that was previously covered by one is complicated by design in order to evade regulation and responsibility.

60. The creation of the four subsidiaries was for the purpose of promoting the illegal sale of unauthorized health insurance and the four subsidiaries are mere sham corporations intended to shield the parent company, Aliera, from liability and regulation, justifying the piercing of Aliera's corporate veil.

TRINITY'S STATUS AS EXEMPTED RELIGIOUS ORGANIZATION

61. Religious healthcare sharing organizations are exempted from insurance regulation pursuant to Iowa Code § 505.22 if that organization meets certain statutory factors.

62. The religious publication must be a nonprofit charitable organization described in section 501(c)(3) of the Internal Revenue Code.

63. Trinity, by relinquishing all managerial and administrative duties to for-profit entities, is acting as a shell for the for-profit entities it contracts with, namely, Aliera.

64. Participation in a legitimate HCSM must be limited to subscribers who are the members of the same denomination or religion.

65. The survey conducted of Iowa Aliera/Trinity members indicates that multiple denominations and some non-religious individuals have been allowed to enroll in Trinity's HCSM.

66. Aliera Healthcare's advertising materials offered "Alternative Healthcare Plans" and buried references to Trinity's "Statement of Beliefs" in the fine print legal notices.

67. Trinity's advertising materials reference "centuries-old Christian tradition of sharing and bearing one another's health care needs" and states that members "hold a common set of ethical

and religious beliefs" but also buries its Statement of Beliefs in the legal notices section of the brochure.

68. The Statement of Beliefs published in advertisements states, "We believe that our personal rights and liberties originate from God and are bestowed upon us by God" and that "every individual has a fundamental religious right to worship God in his or her own way." This is in stark contrast to statements made in Trinity's 501(c)(3) filings with the IRS which indicate that Trinity "coordinates contributions from within the Baptist community to help cover the health care needs of missionaries, volunteers, and employees of faith based nonprofit ministries." The IRS filings also indicate that "Trinity Healthshare Inc. will seek contributions from *Baptist entities and individuals* to support the entity." (Emphasis added).

69. Additionally, Trinity's own by-laws state:

> We believe the Bible alone is the inspired Word of God: therefore it is the final and only source of absolute spiritual authority.
>
> We believe in the triune of God of the Bible. He is one God who is revealed in three distinct Persons – God, the Father; God, the Son; and God, the Holy Spirit.
>
> We believe Jesus Christ was God in the flesh – fully God and fully man. He was born of a virgin, lived a sinless life, died on the cross to pay the penalty for our sins, was bodily resurrected on the third day, and now is seated in the heavens at the right hand of God, the Father.
>
> We believe that all people are born with a sinful nature and can be saved from eternal death only by grace alone, through faith alone, trusting only Christ's atoning death and resurrection to save us from our sins and give us eternal life.
>
> We believe in the bodily resurrection of all who have put their faith in Jesus Christ.
>
> All we believe and do is for the glory of God alone.

70. The religious organization must solicit funds for the payment of medical expenses through a publication that is registered with the United States postal service and that publication must act

as an organizational clearinghouse for information between subscribers who have financial, physical, or medical needs, and subscribers who choose to assist with those needs.

71. Trinity has not provided proof that they are properly registered with the United States postal service.

72. Trinity emails monthly publications to its members and posts the publications to its member website.

73. The monthly publications do not solicit funds for needs sharing but they do contain a link for the sharing of prayers. The publications contain advice about health and general wellness and sometimes contain monthly aggregate amounts spent on "sharing" but no individual needs are featured and no donations or contributions are solicited.

74. Trinity's organization does not provide for the payment for medical needs through direct payment from one member to another. Instead, Trinity collects monthly "premiums" which are subjected to a number of fees, commissions, and other expenses before being deposited into the "ShareBox." Then, it is Trinity's contractors (not the members), who determine the payment of the members' medical needs. Members are encouraged to attend "telemedicine" appointments first[1] before seeking in-person medical treatment. Then members must go only to "in-network" healthcare providers to be eligible for sharing. Members are instructed to present their membership ID cards to providers prior to services being rendered. Members are informed that there may be a "consultation fee" associated with their medical services that is due at the time the service is rendered. Trinity is less clear about how the remainder of the bill should be handled. A majority of the survey respondents believed that Trinity would pay their provider directly.

[1] Notably, the telemedicine services used and recommended by Trinity is an Aliera Companies subsidiary.

75. Finally, in order to be a qualifying HCSM, the organization must suggest a voluntary contribution amount to the subscribers with no assumption of risk or promise to pay.

76. Trinity mandates a monthly cost for membership, which members understand is not optional if they want to continue to share their medical needs. The responders to the Iowa survey all believed that their participation in the Trinity program would cover their health care needs.

77. Trinity has allowed Aliera and its subsidiaries to strip the members' contributions for profitable commissions and fees, leaving little left over for the member ShareBox and coverage of medical needs.

78. Trinity does not meet any of the criteria required by Iowa law to be exempted from insurance regulation.

OTHER STATE ACTIONS

79. On or about May 13, 2019, Washington issued a cease and desist order against Aliera Healthcare. Washington found that Aliera Healthcare failed to represent Trinity's actual statement of faith as defined by Trinity's own bylaws; provided misleading training to prospective agents about the nature of its HCSM products; provided misleading advertisements to the public and prospective HCSM customers about the nature of its HCSM products; held itself out as a health care service contractor without being registered; and was doing business as an unlicensed discount plan organization.

80. On or about May 13, 2019, Washington issued a cease and desist order against Trinity. Washington found that Trinity did not qualify as a health care sharing ministry under the IRS or under Washington state law because it has only been in existence since 2018 and did not stem from a predecessor organization in which Trinity's members were sharing medical costs. Additionally, Trinity's members were "customers" of Aliera Healthcare. Washington also

found that Trinity's statement of faith was materially different than what Trinity has claimed to regulatory authorities.

81. On or about December, 20, 2019, Trinity and Aliera Healthcare entered into consent orders in the state of Washington, agreed to cease and desist solicitation of Washington residents to enroll in the HCSM sharing programs and agreed to pay substantial fines.

82. On or about August 12, 2019, Colorado issued cease and desist orders against Aliera Healthcare and Trinity. Colorado found that Aliera and Trinity were insurance companies and that the HCSM products offered were insurance products. Colorado also found that Aliera and Trinity were the subject of other investigations in other states, including Texas, Washington, and New Hampshire.

83. On or about July 12, 2019, a District Court in Texas entered a Temporary Restraining Order against Aliera Healthcare prohibiting it from accepting any new customers in the state of Texas until the final resolution of the case that had been brought by the Texas Attorney General.

III. VIOLATIONS

COUNT ONE
Unauthorized Sale of Insurance Products

84. The Division re-alleges and incorporates by reference paragraphs 1-82 above as though fully set forth herein.

85. Under Iowa Code §507A.3 an "insurer" includes all "corporations, associations, partnerships, and individuals engaged in the business of insurance."

86. Under Iowa Code §507A.5 a person is prohibited from "directly or indirectly performing any of the acts of doing an insurance business" without authorization.

87. Under Iowa Code §507A.3 doing an insurance business is any of the following:

    a. The making of or proposing to make, as an insurer, an insurance contract;

b. The taking or receiving of any application for insurance;

c. The receiving or collection of any premiums, membership fees, assessments, dues or other considerations for any insurance;

d. The issuance or delivery of contracts of insurance to residents of this state or to corporations or persons authorized to do business in this state;

e. The doing of any kind of insurance business specifically recognized as constituting the doing of an insurance business within the meaning of the statutes relating to insurance;

f. The doing or proposing to do any insurance business in substance equivalent to any of the foregoing in a manner designed to evade the provisions of the insurance laws of this state; or

g. Any other transactions of business relating directly to insurance in this state by an insurer.

88. Trinity, by and through its various contracts with Aliera and by and through Aliera's subsidiaries, has made, continues to make and proposes to make health insurance contracts, receives applications for health insurance, collects premiums or membership fees, and does insurance business in a manner designed to evade the provisions of the insurance laws of this state.

89. Respondents' acts and practices have been in violation of Iowa Code §507A.3 subjecting Respondents to the imposition of civil penalties up to $50,000.00, an order requiring Respondents to cease and desist from engaging in such acts or practices, and any other corrective action the Commissioner deems necessary and appropriate pursuant to Iowa Code §507A.10.

COUNT TWO
Premium Tax on Unauthorized Insurers

90. The Division re-alleges and incorporates by reference paragraphs 1-88 above as though fully set forth herein.

91. Iowa Code §507A.9 states that "For all premiums collected during the calendar year, except premiums on lawfully procured surplus lines insurance, every unauthorized insurer shall pay to the commissioner of insurance before March 1, next succeeding calendar year in which the insurance was so effectuated, continued, or renewed, a premium tax on gross premiums charged for such insurance on subjects resident, located, or to be performed in this state equal to the applicable percent, as provided in section 432.1."

92. Furthermore, "If the tax prescribed by this section is not paid within the time stated, the tax shall be increased by a penalty of twenty-five percent and by the amount of an additional penalty computed at the rate of one percent per month or any part thereof from the date such payment was due to the date paid." Iowa Code §507A.9.

93. Trinity, by and through its contracts with Aliera, has collected $961,198.63 in premiums from Iowa consumers through the end of calendar year 2019.

94. Neither Trinity, nor Aliera, have paid the statutory premium tax to the insurance commissioner for any year X-2019.

95. Respondents' acts and practices have been in violation of Iowa Code §507A.9 subjecting Respondents to the imposition of civil penalties, an order requiring Respondents to cease and desist from engaging in such acts or practices, and any other corrective action the Commissioner deems necessary and appropriate pursuant to Iowa Code §507A.10.

COUNT THREE
Acting as an Unregistered Third-Party Administrator

96. The Division re-alleges and incorporates by reference paragraphs 1-94 above as though fully set forth herein.

97. Pursuant to Iowa Code §510.11(2), a third-party administrator is a person "who collects charges or premiums from or who adjusts or settles claims on, residents of this state in connection with life or health insurance coverage or annuities […]."

98. Under Iowa Code §510.21, "A person shall not act as or represent oneself to be a third-party administrator in this state, other than an adjuster licensed in this state for the kinds of business for which the person is acting as a third-party administrator, unless the person holds a current certificate of registration as a third-party administrator issued by the commissioner of insurance."

99. Failure to hold a certificate subjects the third-party administrator to the sanctions set out in section 507B.7.

100. Aliera, Aliera Healthcare, and USA Benefits have acted as third-party administrator for Trinity's health insurance products.

101. Despite acting as such, Aliera, Aliera Healthcare, and USA Benefits are not registered third-party administrators in the state of Iowa.

102. Aliera, Aliera Healthcare, and USA Benefits' acts and practices have been in violation of Iowa Code §510.21, subjecting Aliera Healthcare to suspension or revocation of Aliera Healthcare's insurance producer license, to the imposition of a civil penalty, an order requiring Aliera, Aliera Healthcare, and USA Benefits to cease and desist from engaging in such acts or practices, the imposition of costs of the investigation and prosecution of the matter, and any

other corrective action the Commissioner deems necessary and appropriate pursuant to Iowa Code §§ 505.8 and 507B.7.

COUNT FOUR
Unfair Methods of Competition and Unfair or Deceptive Acts or Practices

103. The Division re-alleges and incorporates by reference paragraphs 1-101 above as though fully set forth herein.

104. Under Iowa Code §507B.4(3)(b)(1), it is an unfair method of competition and unfair or deceptive act or practice in the business of insurance to publish an advertisement which is untrue, deceptive, or misleading.

105. Trinity, by and through its contracts with Aliera and its subsidiaries, have advertised health insurance plans that mislead members into thinking that Trinity and/or Aliera and its subsidiaries have assumed the risk of insurance. Members have been deceived into believing that their medical bills will be paid through Trinity and Aliera's services.

106. Under Iowa Code §507B.4(3)(a)(5), it is an unfair method of competition and unfair or deceptive act or practice in the business of insurance to use any name or title of any insurance policy or class of insurance policies misrepresenting the true nature thereof.

107. Trinity, by and through its contracts with Aliera and its subsidiaries, represents to consumers that it is a nonprofit HCSM. Trinity does not meet the statutory criteria of an HCSM that is exempted from insurance regulation.

108. Respondents' acts and practices have been in violation of Iowa Code §510.21, subjecting Respondents to suspension or revocation of Respondents' insurance producer license, to the imposition of a civil penalty, an order requiring Respondents to cease and desist from engaging in such acts or practices, the imposition of costs of the investigation and prosecution of the

matter, and any other corrective action the Commissioner deems necessary and appropriate pursuant to Iowa Code §§ 505.8 and 507B.7.

IV. PRAYER

WHEREFORE the Iowa Insurance Division respectfully requests that the following relief be entered by order:

A. Probation, suspension, or revocation of Respondents' Iowa nonresident insurance producer licenses pursuant to Iowa Code §§507B.7;

B. Cease and desist order prohibiting Respondents from engaging in the acts or practices alleged herein pursuant to Iowa Code §§507A.10 and 507B.7;

C. Requiring payment of a civil penalty to the state of Iowa in an amount authorized by law pursuant to Iowa Code §§505.8, 507A.10, and 507B.7;

D. Requiring payment of premium taxes, including penalties pursuant to Iowa Code §507A.9;

E. Requiring payment to the state of Iowa for costs of investigation and prosecution pursuant to Iowa Code §505.8; and

F. Such other just and appropriate relief.

Respectfully submitted,

*Andi K. Buffington*_____

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Attorney for Iowa Insurance Division

Copies to:

The Aliera Companies, Inc.
990 Hammond Drive, Suite 700
Atlanta, GA 30328
Respondent

Shelley Steele
990 Hammond Drive, Suite 700
Atlanta, GA 30328
Respondent

Jessica Joy Buddington
332 Creekside Way
Roswell, GA 30076
Respondent

Aliera Healthcare, Inc.
5901 Peachtree Dunwoody Road, Suite B-200
Atlanta, GA 30328
Respondent

Ensurian Agency, LLC
990 Hammond Drive, Suite 700
Atlanta, GA 30328

913 N. Market Street, Suite 200
Wilmington, DE 19801
Respondent

USA Benefits & Administrators, LLC
990 Hammond Drive, Suite 700
Atlanta, GA 30328
Respondent

Tactic Edge Solutions, LLC
990 Hammond Drive, Suite 700
Atlanta, GA 30328
Respondent

Trinity Healthshare, Inc.
5901 Peachtree Dunwoody Road, Suite B-200
Atlanta, GA 30328
Respondent

CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing instrument was served upon all parties to the above cause, or their attorney, at their respective addresses disclosed on the pleadings on ____July 21_____, 2020.

By: ( ) First Class Mail
(X) Restricted certified mail, return receipt
( ) Certified mail, return receipt
( ) Personal Service
( ) Email, by consent
( ) _____

Signature: _/s/ Hilary Foster_____
Hilary Foster

EXHIBIT C: TEXAS STATE COURT COMPLAINT

Please note that the U.S. Trustee has removed some Exhibits for administrative convenience; the entire document is available at the Court's request.

1/15/2021 5:34 PM
Velva L. Price
District Clerk
Travis County
D-1-GN-19-003388
Alexus Rodriguez

Cause No. D-1-GN-19-003388

STATE OF TEXAS, Plaintiff,	§	IN THE DISTRICT COURT OF
v.	§	TRAVIS COUNTY, TEXAS
THE ALIERA COMPANIES INC., F/K/A ALIERA HEALTHCARE, INC.; SHARITY MINISTRIES, INC., F/K/A TRINITY HEALTHSHARE, INC.; SHELLEY STEELE MOSES; TIMOTHY CANDACE MOSES, CHASE MOSES, and WILLIAM H. THEAD III, Defendants	§	53RD JUDICIAL DISTRICT

SECOND AMENDED PETITION AND APPLICATION FOR CIVIL PENALTIES, RESTITUTION AND TEMPORARY AND PERMANENT INJUNCTION

Plaintiff, the STATE OF TEXAS ("Plaintiff" or "State"), acting by and through the Attorney General of Texas, pursuant to Tex. Ins. Code § 101.105 and Tex. Bus. & Com. Code § 17.47, files this Second Amended Petition and Application for Civil Penalties, Restitution and Temporary and Permanent Injunction[1] against Defendants THE ALIERA COMPANIES INC., f/k/a ALIERA HEALTHCARE, INC.; SHARITY MINISTRIES, INC., f/k/a TRINITY HEALTHSHARE, INC.;

[1] On July 18, 2019, the parties entered into an agreement, pursuant to TEX. R. CIV. PROC. 11, which was filed in this cause. Defendant Aliera agreed that it would not accept or write any new business in the State of Texas until such time as this case is resolved. Given that Aliera is the sole marketer and seller of its plans, and the Trinity healthcare sharing ministry memberships, the State does not intend to seek a temporary injunction at this time. The State reserves the right to seek a temporary injunction if at any time any named Defendant in this cause seeks to offer any insurance or other healthcare plan in Texas in violation of Texas insurance or consumer protection laws.

SHELLEY STEELE MOSES; TIMOTHY CANDACE MOSES; CHASE MOSES; AND WILLIAM H. THEAD III ("Defendants"), and in support thereof would show the Court as follows:

I.
INTRODUCTION

Defendants engaged in a massive, unlawful healthcare scheme in Texas from 2016 through the present day, and in the course of it, deceived consumers and regulators about the nature of their business. Defendants violated Texas insurance and consumer protection laws, and when questioned about their conduct, sent multiple misleading and deceptive letters to state insurance regulators, including letters that stated that Aliera was not selling plans to individuals. These statements were false. Defendants deceived Texas consumers out of millions of dollars that were intended for future healthcare costs, and in turn, refused to pay healthcare providers for medical services provided to many of Defendants' plan members. Some deceived consumers have been left with overwhelming unpaid medical expenses, providers have been left with uncompensated care, and some consumers have been forced to stop treatment because of an inability to pay the entire costs of treatment themselves. Defendants, on the other hand, took money paid by consumers to a non-profit 501(c)(3) for their future healthcare costs, and used it for their own

benefit, paying themselves millions of dollars from the consumers' money, while denying payment of the medical costs for which the consumers donated these funds.

Aliera Healthcare, Inc., has been engaged in the business of insurance in this State without a license, in violation of Tex. Ins. Code § 101.101. The company has claimed revenue of hundreds of millions dollars per year, and signed up over 17,000 Texas customers by claiming to offer "great healthcare with comprehensive medical plans" at cut-rate prices.[2] Aliera has played a shell game, selling Aliera/healthcare sharing ministry "combo plans," collecting the bulk of the premium for the plans (up to 90%) for Aliera's own unlicensed insurance plan and services, allocating a de minimis amount to the ministry plan, and then lying to regulators about the existence of Aliera's plans when questioned about the failure to license Aliera's insurance products.

In written correspondence with State regulators, Aliera representatives have asserted that Aliera is exempt from state regulation because it merely administers a "health care sharing ministry." Either this is a lie, and Aliera collected 65-80% of the monthly premiums sent by consumers for Aliera plans that did not exist, or Aliera lied to Texas insurance regulators and the State when it represented that it no longer offered and sold its own unlicensed insurance plan in Texas.[3] Either answer, both

[2] A press release issued by Aliera Healthcare claimed the company is an "industry-leader in traditional and non-traditional healthcare plans," and that its current revenue exceeds $300 million.
[3] Aliera also misrepresented the facts, under oath, to the federal government.

of which have been tendered by Aliera representatives in various jurisdictions, lead to one outcome: Aliera, the Moses, and William H. Thead III, using an IRS-approved nonprofit ministry, have engaged in thousands of violations of both insurance and consumer protection laws in Texas, and have caused harm to the physical, mental and financial health and wellbeing of thousands of Texans.

Aliera and Trinity are no ministries; Aliera is a multi-million-dollar for-profit business that admittedly has siphoned off over 84% of every dollar collected from the members of the healthcare sharing ministry with which it has partnered. Trinity has acted as its puppet, cloaking itself in the Baptist faith in misleading filings submitted to the IRS filings, but whose primary role is to serve and enrich Aliera, the Moses and Thead.

II.
DISCOVERY CONTROL PLAN

2.1. The discovery in this case is intended to be conducted under Level 3 pursuant to Texas Rule of Civil Procedure 190.4.

2.2. This case is not subject to the restrictions of expedited discovery under Texas Rule of Civil Procedure 169 because the relief sought includes non-monetary injunctive relief.

2.3. In addition to the claim for non-monetary injunctive relief, the State seeks monetary relief in excess of $250,000, including civil penalties, restitution for harmed consumers, and attorneys' fees and costs.

III.
PARTIES

3.1. The Attorney General brings this action pursuant to Tex. Ins. Code § 101.105, in the name of the State of Texas, in order to protect the people of this State from unauthorized insurance products that endanger the public. The Attorney General further brings this action pursuant to Tex. Bus. & Com. Code §17.47, through his Consumer Protection Division, in the public interest, to protect the public from false, misleading or deceptive acts in trade or commerce.

3.2. Defendant, The Aliera Companies Inc., is a foreign, for-profit corporation organized under the laws of Delaware doing business in Texas. The Aliera Companies Inc. first registered to do business in the State of Texas as a foreign, for-profit corporation on September 13, 2017, as Aliera Healthcare, Inc. At the time of registration in September of 2017, The Aliera Companies Inc. indicated that it first began doing business in Texas on November 1, 2015. The original registration form was signed by Shelley Steele[4] as President and CEO. On January 25, 2019, The Aliera Companies Inc. forfeited its corporate charter in Texas and did not get

[4] In 2015, Shelley Steele Moses began using her maiden name. However, she has used both Shelley Moses and Shelley Steele in conducting Aliera's business. On information and belief, her legal name remains Shelley Moses.

reinstated until May 23, 2019. On July 26, 2019, The Aliera Companies Inc. filed an amendment to its registration in Texas, changing the legal name of the entity from Aliera Healthcare, Inc. to The Aliera Companies Inc. This amendment was signed by Shelley Steele as CEO. The Aliera Companies Inc. can be served with process by serving its registered agent for service of process in Texas: CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201-3136. Aliera's corporate address is 5901-B Peachtree Dunwoody Road, #200, Atlanta, Georgia, 30328.

3.3. Defendant Sharity Ministries, Inc. is a foreign, nonprofit corporation organized under the laws of Delaware doing business in Texas. Sharity Ministries, Inc. first registered to do business in the State of Texas as a foreign, nonprofit corporation on June 3, 2019 as Trinity Healthshare, Inc. At the time of registration in June of 2019, Sharity Ministries, Inc. indicated that it first began doing business in Texas on August 13, 2018. The original registration form was signed by William H. Thead III, who is listed as Chairman. The only other officer of the nonprofit listed on the form is William Thead's brother, David. On October 1, 2019, Sharity Ministries, Inc. filed an amendment to its registration, changing its principal office address to the same street address in Atlanta, Georgia as The Aliera Companies, Inc.—5901 Peachtree-Dunwoody Road, Suite C-160, Atlanta, Georgia, 30328. This amendment was signed by William H. Thead III. On September 15, 2020, William H. Thead III filed another amendment to the registration, changing the name from

Trinity Healthshare, Inc. to Sharity Ministries, Inc. Sharity Ministries, Inc. can be served with process by serving its registered agent for service of process in Texas: Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company, 211 East 7th Street, Suite 620, Austin, Texas 78701-3218.

3.4. Defendant Shelley Steele Moses, an individual and Georgia resident, is Chief Executive Officer and member of the Board of Directors of The Aliera Companies Inc. She is the wife of Defendant Timothy Candace Moses, and the mother of Defendant Chase Moses. Shelley Steele is listed as the governing person for a wholly owned subsidiary of The Aliera Companies Inc., USA Benefits @@@ Administrators, LLC, on its registration documents in Texas. USA Benefits @@@Administrators, LLC indicates that it is authorized to do business as a third-party administrator in Texas for insurance products but has never held a license to act as a third-party administrator in Texas. Shelley Steele Moses is the Chief Executive Officer of Ciel Capital Group, Inc., a foreign for-profit corporation to which she transferred millions of dollars of funds that originated as membership funds paid to Sharity Ministries, Inc., a 501(c)(3). Shelley Steele Moses is the sole member and owner of First Call Telemedicine, LLC, a Georgia limited liability company to which Shelley Steele directed millions of dollars of funds that originated as membership funds paid to Sharity Ministries, Inc. First Call Telemedicine, LLC and Ciel Capital Group, Inc. share a business address: 990 Hammond Drive, Suite

700, Atlanta, Georgia 30328. Shelley Steele Moses can be served with process at her personal residence, 131 Burdette Road, Atlanta, Georgia, 30327-4803[5], or at her usual place of business, The Aliera Companies Inc., 5901-B Peachtree Dunwoody Road, #200, Atlanta, Georgia, 30328.

3.5. Defendant Timothy Candace Moses, an individual and Georgia resident, and has served as Executive Director of The Aliera Companies Inc. He has signed contracts with third parties on behalf of The Aliera Companies Inc. in that capacity. He runs Ciel Capital Group, Inc., which on information and belief, has collected millions of dollars of "consulting fees" from The Aliera Companies Inc. Funds originating as membership funds paid for future healthcare costs to Sharity Ministries, Inc. On information and belief, Timothy Moses used funds contributed to the nonprofit by the healthcare sharing ministry members for their healthcare costs to pay the restitution to victims of his prior felony convictions.[6] Timothy Candace Moses was on the Board of Unity Healthshare, the first healthcare sharing ministry with which Aliera partnered, until he was removed from the board for

[5] Shelley Steele Moses used long-time Aliera lawyer Jennifer Moseley to form a limited liability company, Burdette Atlanta, LLC, of which Shelley Steele Moses is the sole member. Burdette Atlanta, LLC is the owner of record of 131 Burdette Road, Sandy Springs, Georgia, the residence of Shelley Steele Moses and Timothy Candace Moses. Burdette Atlanta, LLC purchased the property on June 19, 2017 for 2.4 million dollars, using funds that originated as contributions made by members of the nonprofit healthcare sharing ministry for their future healthcare costs.

[6] The Exhibits to Texas's First Amended Petition Seeking Injunctive Relief, Civil Penalties, Temporary Restraining Order and Temporary Injunction, filed in this cause on July 11, 2019, are incorporated herein, and made exhibits to this Second Amended Petition by reference. Included with those Exhibits are certain records from the federal criminal proceedings against Timothy Moses, including a violation report dated May 1, 2014, stating that Moses was reported to the Court in July of 2012 for failing to pay the ordered restitution of 1.65 million dollars, and a subsequent release of the monetary judgment against Moses, dated April 10, 2019.

misappropriation of member funds paid to that 501(c)(3) for member healthcare costs. Timothy Candace Moses can be served with process at his personal residence, 131 Burdette Road, Atlanta, Georgia, 30327-4803, or at his usual places of business, The Aliera Companies Inc., 5901-B Peachtree Dunwoody Road, #200, Atlanta, Georgia, 30328, or Ciel Capital Group, Inc., 990 Hammond Drive, Suite 700, Atlanta, Georgia 30328.

3.6. Defendant Chase Moses, an individual and Georgia resident, is President and a member of the Board of Directors of The Aliera Companies Inc. He was a member of the Board of Directors of Unity Healthshare, Inc. until he was removed in 2018. With his mother Shelley, he is manager of the wholly owned subsidiaries of The Aliera Companies Inc.: Ensurian Agency LLC, USA Benefits & Administrators, LLC, Advevo LLC, Tactic Edge Solutions, LLC. On information and belief, he has utilized funds derived from several of those entities for his personal benefit. Chase Moses may be served with process at either of his residential addresses: 5370 High Point Manor, Atlanta, Georgia 30342-2000 or 4619 Woodland Brook Drive SE, Atlanta, Georgia 30339-5368 or at his business addresses, The Aliera Companies Inc., 5901-B Peachtree Dunwoody Road, #200, Atlanta, Georgia 30328, or Ciel Capital Group, Inc., 990 Hammond Drive, Suite 700, Atlanta, Georgia 30328.

3.7. William H. Thead III, a/k/a “Rip” Thead, an individual and Georgia resident, is the Chairman of Sharity Ministries, Inc. f/k/a Trinity Healthshare, Inc. William H.

Thead III was a salesman at Aliera, an officiant at Moses family weddings, and was a family friend of the Moses on June 26, 2018, when he and Jennifer Moseley filed the application with Internal Revenue Service to form the 501(c)(3) Trinity Healthshare, Inc. which contained misleading information. At the time Moseley and Thead filed the application and received approval from the IRS, Thead was on the payroll at Aliera, and Jennifer Moseley acted as counsel for Aliera. When Thead signed a contract on behalf of nonprofit Trinity with Aliera that provided that Trinity would turn over at least 84% of the membership funds collected by Trinity to the for-profit Aliera, Thead was still on Aliera's payroll. William Thead and his brother David Thead are the only directors of Trinity. As the Chairman and Director of Sharity Ministries, William Thead awarded himself an annual salary of $125,000.00. In the 501(c)(3) application with the IRS, Thead did not disclose his employment with Aliera or his close connection to the for-profit entity in the application, although required to do so. William H. Thead III may be served with process at either his residential address: 270 Spring Creek Road, Roswell, Georgia 30075, or at his business address: 5901 Peachtree-Dunwoody Road, Suite C-160, Atlanta, Georgia, 30328.

3.8. After the State of Texas filed its Original Complaint against Aliera Healthcare, Inc. on June 13, 2019, Aliera announced that effective July 1, 2019, the name of Aliera Healthcare, Inc. would be changed to The Aliera Companies, Inc.,

which would become a holding company for multiple wholly-owned subsidiaries. These subsidiaries include USA Benefits & Administrators, Ensurian, TacticEdge Solutions, and Advevo. Since their formation, The Aliera Companies Inc. has used these subsidiaries to charge the non-profit healthcare sharing ministry with which it partners for "services" it provides to the healthcare sharing ministry. When referenced in this document, "Aliera" refers to Aliera Healthcare, Inc., n/k/a The Aliera Companies, Inc., as well as its successors, subsidiaries, agents and assigns.

IV.
JURISDICTION, VENUE, PUBLIC INTEREST, AND TRADE OR COMMERCE

4.1. This Court has jurisdiction over this matter, and venue is proper in Travis County, Texas.

4.2. Tex. Ins. Code § 101.105(b) provides as follows:

> "The commissioner [of insurance] may request that the attorney general institute a civil action in a district court in Travis County for injunctive relief to restrain a person or entity, including an insurer, from continuing a violation or threat of violation described by Section 101.103(a). On application for injunctive relief and a finding that a person or entity, including an insurer, is violating or threatening to violate this chapter or Chapter 226, the district court shall grant the injunctive relief and issue an injunction without bond."

4.3. Tex. Ins. Code § 101.105(c) provides that "On request by the commissioner, the attorney general shall institute and conduct a civil suit in the name of the state

for injunctive relief, to recover a civil penalty, or for both injunctive relief and a civil penalty, as authorized under this subchapter."

4.4. This action is further brought by Attorney General Ken Paxton, through his Consumer Protection Division, in the name of the State of Texas and in the public interest under the authority granted to him by Section 17.47 of the TEXAS DECEPTIVE TRADE PRACTICE-CONSUMER PROTECTION ACT, TEX. BUS. & COM. CODE § 17.41 *et seq.* ("DTPA"), upon the grounds that Defendants have engaged in false, misleading, or deceptive acts or practices in the conduct of trade or commerce as defined and declared unlawful by Sections 17.46(a) and (b) of the DTPA.

4.5. Pursuant to §17.47(b) of the DTPA, venue of this suit lies in Travis County, Texas because Defendants have done business in Travis County, Texas.

4.6. Plaintiff, the State of Texas, has reason to believe that Defendants are engaging in, have engaged in, or are about to engage in the unlawful practices set forth below, and that Defendants have caused and will cause adverse effects to legitimate business enterprise which conducts its trade or commerce in a lawful manner in this State. Therefore, the Consumer Protection Division of the Office of the Attorney General of Texas believes and is of the opinion that these proceedings are in the public interest.

4.7. Defendants engaged in trade and commerce as that term is defined by § 17.45(6) of the DTPA.

V.
ACTS OF AGENTS

5.1. Whenever in this Petition it is alleged that Defendants did any act, it is meant that:

a. Defendants performed or participated in the act; or

b. Defendants' officers, agents, or employees performed or participated in the act on behalf of and under the authority of Defendants.

VI.
NOTICE BEFORE SUIT

6.1. The Consumer Protection Division contacted Defendants before suit was filed to inform them in general of these allegations.

VII.
FACTUAL ALLEGATIONS

A. Brief historical context.

7.1. Shortly after the horrific terrorist attack on America on September 11, 2001, an unknown person or terrorist organization began sending anthrax through the US Postal Service. Five people were killed, and 17 others were sickened. At the time, Tim Moses ran a small company that manufactured and sold a biological cleaning agent. His wife Shelley was employed there as well.

7.2. In the course of their investigation of the anthrax terrorist attacks, the FBI visited Tim Moses on several occasions to investigate whether Moses, the company,

or any of its employees stood to benefit commercially from the anthrax contaminations or had access to anthrax spores. The FBI interest was purely investigative, and they determined that Tim Moses was not involved in the anthrax attacks. However, Tim Moses, seeing an opportunity to exploit the FBI's investigation of the deadly anthrax mailing, used the occasion of the visits to boost the value of the shares of his company, which sold as "penny stocks," by falsely representing to investors that the reason for the FBI's visits was that the FBI was interested in his cleaning agent as a way to address anthrax contamination. Despite being warned by the FBI to cease making such false representations, Tim Moses continued to do so, thus raising the value of the penny shares of his company's stock. He then sold his own shares at a price inflated by his own misrepresentations, a scheme known as a "pump and dump."

7.3. Moses was tried and convicted of securities fraud and perjury and sent to federal prison for 6 ½ years and fined 1.65 million dollars to be paid as restitution to the defrauded shareholders. When he emerged from supervised release in 2015, he joined his wife Shelley in a "healthcare" business she began while Tim was incarcerated.

7.4. Shelley began a modest healthcare business, first with friend and lawyer G. Michael Smith[7] as a "back office" service for doctors' offices. It then morphed into a healthcare plan offering that Shelley described as "Direct Primary Care Medical Home." This plan was anything but comprehensive and consisted of a hodgepodge of discount services, telemedicine, and contracts with certain healthcare providers to provide services to plan members under capitated (i.e., per member/per month) contractual fee structures. The plans, because of their limited coverage, were not very attractive to consumers. For example, the plans offered no coverage for surgery or hospitalization.

7.5. As marginal and unattractive to the healthcare consumer as Aliera's offerings were in 2015, the plans, due to the capitated contracts for care with primary and urgent care providers, as well as capitated contracts for labs and diagnostics, were insurance products in Texas, and therefore subject to licensure and regulation by the Texas Department of Insurance. Aliera did not have, and has never had, a license to produce, market, sell, manage, or administer insurance in Texas.

7.6. Despite the Moses strained financial circumstances, Tim's felony status, and the Aliera products' general unpopularity, Tim emerged from prison with an intent

[7] Tim Moses was only released from supervision in April 2015, after being sentenced to (and subsequently spared for health reasons) an additional prison term for failing to provide truthful financial disclosures to his probation officer in 2012, 2013, and 2014. The lawyer for Timothy Moses in that proceeding was G. Michael Smith of Atlanta, Georgia, who was subsequently named General Counsel for Aliera. Tim Moses only satisfied the criminal restitution judgment against him in April 2019.

to alter Aliera's fortunes. Shortly after joining Aliera as Executive Director, Tim hired Alex Cardona, an insurance agent, who told Tim about insurance agents who were combining marginal plans like Aliera's with healthcare sharing ministry memberships, to offer a "comprehensive healthcare plan offerings." In some instances, this had the added attractive benefit of exempting the member from the tax penalty for failure to have Affordable Care Act ("ACA" or "Obamacare") compliant coverage.

7.7. This was an important development. In 2010, while Tim was housed in a federal penitentiary, Congress had passed the ACA. And in 2014, Americans who failed to purchase an ACA plan on the healthcare exchanges were now subjected to a tax penalty. Unfortunately, for many Americans, the plans offered on the exchanges were unaffordable, but a tax penalty was imposed for failing to purchase one. One lesser-mentioned provision in the ACA, however, provided for an exemption from the tax penalty for members of a healthcare sharing ministry that met certain requirements set out in the ACA. The healthcare sharing ministry, in order to qualify for the exemption, had to be an IRS-recognized 501(c)(3) ("non-profit") and it had to be in existence and continuously sharing the healthcare expenses of its members, who all shared a similar religious faith, since before 1999. The purpose of these requirements was to create a safe harbor for long-standing, largely Mennonite, faith-based healthcare sharing ministries, exempting their

members from the ACA tax penalty, without creating a free-for-all, in which unscrupulous actors could set up illegitimate healthcare sharing ministries and use them to prey upon Americans caught between the rock and the hard place of the unaffordable-for-many ACA exchange plans and the tax penalty for failure to buy plans they could ill afford. Unfortunately, one particular set of unscrupulous actors thought they saw a loophole in the law which they proceeded to exploit, as set forth in this petition.

B. Aliera is founded in December 2015, with a focus on offering unregulated insurance products.

7.8. Thus in 2015, Tim, his wife Shelley, and their son Chase, on advice of Alex Cardona, began to cast about for a healthcare sharing ministry which met the requirements of the ACA with which to partner. In 2016, they found Eldon and Tyler Hochstetler, father and son, who ran Anabaptist Healthshare, Inc., a small, Mennonite, Virginia-based healthcare sharing ministry, which had the added benefit of being in existence well before 1999, thereby qualifying its members for the exemption from the ACA tax penalty. At that time, Anabaptist Healthshare had few members, approximately 800, and assets of approximately $48,000. Negotiations ensued, and in late 2016, several versions of the contract between Aliera and Anabaptist were signed by the Hochstetlers and the Moses. In the final version, signed in February of 2017, styled as a Memorandum of Understanding, Anabaptist

agreed to form a subsidiary, to be called Unity Healthshare, which would be marketed and sold by Aliera, alongside Aliera's own healthcare offerings. For its troubles, Aliera would be entitled to a portion of the enrollment fee, and the first month's "member contribution," or premium. All other monies were to be deposited in a member "sharebox," that is, a bank account owned by Unity. The member shares, of course, did not belong to either Unity or Aliera, but rather to the members, and were to reside in the sharebox unless and until a Unity member incurred a qualified healthcare expense, which could then be paid for from the sharebox funds.

7.9. Chase Moses, Shelley and Tim's son, and the President of Aliera, claims responsibility for developing the marketing plan for the Aliera/Unity combo plans Aliera began selling like proverbial hotcakes in 2017. He also trained the sales agents, required by Aliera to be licensed insurance agents, how to sell the plans. Numerous training videos, in which Chase himself described the plans as having an Aliera component comprised of "direct primary care" benefits like doctors' visits, urgent care, labs and diagnostics, telemedicine and prescription discounts, and a healthcare sharing ministry component, comprised of hospitalization and surgery benefits, were posted on the internet. These videos were viewable by members of the general public, at least until September of 2020, when the State conducted the deposition of Aliera's corporate representative. The videos have since been removed, but copies should be available in discovery from Aliera. In those same

videos, Chase provides a thesaurus, in which he translates insurance terms into Aliera-speak for the insurance agents who will sell the products: premium becomes "member contribution," deductible becomes "member-shared responsibility," etc. Chase further helpfully explains that members of the healthcare sharing ministry do not have to believe in any particular faith but can simply share a common belief in healthy living and doing the right thing. Exhibit A, attached, is a transcript of one of Chase Moses training videos for insurance agents. All this as a way of avoiding being licensed and regulated as insurance products.[8]

7.10. At the time Aliera began marketing and selling its direct primary care/healthcare sharing ministry combo products, the ACA tax penalty was still in effect. Consumers who purchased one of these plans could claim exemption from the tax penalty, a feature that Aliera highlighted in its marketing.

7.11. In addition to hiring or contracting with licensed insurance agents and training them how to sell the plans, Aliera developed glossy brochures and "sellsheets" to market and advertise the health plans to both agents and directly to consumers. Exhibit B is a "sellsheet" for AlieraCare plans, Aliera/Trinity combo plans with an Aliera "direct primary care" component sold in combination with a Trinity HCSM membership. These brochures and sellsheets described the plans in a manner that

[8] Most states will not license a company to sell insurance if it is closely held by a person who has been convicted of any felony, especially a crime involving financial fraud or dishonesty. In light of these limitations, it is not surprising that Aliera has focused, since its inception, on offering purportedly unregulated, insurance-like products.

closely tracked the plans offered on the ACA exchanges. For example, the plans were offered in three tiers: Bronze, Silver, and Gold—just like ACA exchange plans. As one climbed the precious metal ladder, the plans were represented to offer more comprehensive coverage—just like ACA exchange plans. In fact, the brochures explicitly represented that the plans offered coverage for preventative care, for example, exactly like that required by law in the ACA exchange plans. The brochures helpfully included examples. In one, "Jane Smith" had a heart attack. Thanks to her Aliera plan, despite incurring $200k plus in healthcare expenses related to her heart attack, she only pays her "member-shared responsibility amount" (i.e., "deductible," according to Chase's training) of a few thousand dollars. The rest is "covered" by her Aliera plan.

7.12. But there was more: the sellsheets provided to the agents who sold the plans included pricing for the plans. And pricing was where the plans appeared to be very attractive. Because, although the plans were represented as providing comprehensive healthcare coverage comparable to, or even exceeding that of the ACA exchange plans, the monthly "member share" (i.e., premium per Chase Moses) was half or even only a third of the cost of an ACA exchange plan. Further, the deductible, referred to as the "member-shared responsibility amount," was often surprisingly, substantially lower. But how could this be accomplished?

7.13. Was one explanation that Aliera plans didn't have all the administrative costs and profit-taking by large insurance companies, like the ACA plans? That wasn't it. Under the ACA, by law 80% of the premiums collected must be used to pay claims for healthcare costs. Aliera took upwards of 84% of each premium for itself—ostensibly taken as "costs" of marketing, selling, and administering the plans. Nevertheless, less than 16% of the premiums sent in by members for their healthcare costs was placed in a sharebox account for members' healthcare costs—the gross majority ended up in Aliera's hands.

7.14. Was the explanation that Aliera screens the members and monitors them for healthy behaviors, thus avoiding most healthcare expenses? That wasn't it either. Aliera does ask prospective members many of the typical "underwriting" questions that are part of signing up for traditional health insurance: age, gender, smoker, cancer survivor, etc. However, as an Aliera training video for insurance agents helpfully explains: these questions aren't "knock-out questions," because Aliera plans are "guaranteed issue," i.e., you will be accepted as a member regardless of how you respond. So Aliera isn't screening out "unhealthy" members to keep healthcare costs low. Thus, the question of how Aliera could offer ACA-comparable coverage at a fraction of the cost, even while syphoning off the majority of the premiums, persists.

7.15. The answer is simple: Aliera set itself up as the sole arbiter of whether any healthcare cost of any plan member is paid or not, and—while claiming no applicable oversight of their activities— denied payment of many high value claims, for reasons like: "pre-existing condition," or "out-of-network." These are excuses for non-payment that healthcare providers and consumers are used to hearing from insurance companies with one major difference: insurance companies are licensed and regulated by departments of insurance in the various states. Regulations on insurers impose operational restrictions on how insurance companies can be managed. And if a licensed insurance provider fails to pay claims, the covered plan member can file a complaint with the insurance regulator, who can investigate. Failure to timely pay covered claims can result in disciplinary actions, up to and including license revocation. But Aliera, although offering and selling its own insurance product as part of these combo plans, claimed it was not selling a licensed insurance product in any state. Which takes us to another part of the story.

C. From 2016 through 2019, Aliera marketed, offered, sold, and administered unlicensed insurance products in Texas, collecting millions of dollars in premiums from thousands of Texas plan members. When questioned by the insurance regulator in Texas, Aliera lied, and represented that it no longer sold the products.

7.16. In 2016, the Texas Department of Insurance ("TDI") sent an inquiry to Aliera, after reviewing information about an Aliera plan. Aliera responded through G. Michael Smith, who held himself out as an attorney representing Aliera in

responding to TDI. Smith's letter did not mention that he was an officer and part owner, with the Moses, of Aliera. In 2016, in written correspondence, Smith falsely represented to TDI that Aliera did not sell its plans to individuals, but rather only to employers, which would then offer the plans to their employees. As such, Smith's correspondence represented, Aliera did not need a license in Texas. He wrote that the brochure that TDI reviewed, that appeared to offer plans to individuals, was a mistake that had been corrected in subsequent brochures. This statement was false.

7.17. This was only the beginning of Aliera's efforts to mislead TDI about its business in Texas. Throughout 2017, 2018, and 2019, in written correspondence, Aliera continued to tell TDI various lies about its business, through its lobbyist, who then became its Vice President of Compliance and Regulatory Affairs, and through other representatives. First, in that correspondence, Aliera stated it did not sell its plans to individuals (2016). Later, it said that it did sell its plans to individuals but believed it did not need a license due to its fanciful reading of the law. When TDI advised Aliera, in written correspondence, that its interpretation of the law was incorrect, Aliera once again falsely represented it no longer sold its plan in Texas. Further, Aliera stated that while it would agree to disagree *with the insurance regulator's interpretation of the law,* it would nevertheless not sell its plan in Texas without first informing TDI. When TDI made additional written inquiries, stating that Aliera appeared to be offering the same coverage in Texas that it had represented

it stopped selling, Aliera wrote TDI and advised that it had folded all its benefits into the healthcare sharing ministry component of the plan. Finally, in 2019, *after the State had filed this lawsuit for the unauthorized business of insurance by Aliera,* Aliera, through its litigation counsel, once again advised TDI and the State that it had long ceased selling its own plan. This was false. In fact, Aliera sold its plan, as a standalone, and in combination with a healthcare sharing ministry component, in Texas continuously from 2016 through 2019, and had allocated the vast majority of each payment sent by a Texas plan member to its own plan. Further, it repeatedly lied to and misled the insurance regulator in Texas about this fact in order to avoid licensing and regulation.

7.18. Indeed, evidence from court proceedings in litigation between Aliera and Unity in Georgia and in other jurisdictions and evidence provided in response to subpoenas and discovery establish this fact.

7.19. When Aliera formed the partnership with Anabaptist, and began selling its direct primary care plans in combination with the Unity healthcare sharing ministry memberships in 2017, it entered into a Memorandum of Understanding ("MOU") with Anabaptist/Unity. In this MOU, Aliera agreed to start selling Unity memberships together with its own plans, and to take as its payment for this part of the initial enrollment fee and the first month's premium from each plan member. In addition, Aliera received $25/member/month.

7.20. These were the only fees payable to Aliera for marketing and selling the Aliera/Unity combo plans pursuant to the MOU. According to testimony offered in the Georgia litigation, however, Tim Moses was unhappy with the agreement he negotiated, and immediately began badgering Unity and the Hochstetlers for terms more advantageous to Aliera. Unity initially resisted, and asked Aliera to give the partnership time to work. After all, the plans were selling like hotcakes, and both sides were making money hand over fist. But Tim Moses remained disgruntled with his "share," and began using his signature authority to "take whatever he wanted from" from Unity as payment to Aliera. Jennifer Moseley, *while acting as the attorney for Aliera*, became so concerned about Tim Moses' unapproved taking of member funds, that she actually called Tyler Hochstetler and alerted him to this fact and advised that this fact was keeping her up at night.

7.21. Unity confronted Tim Moses at a Unity board meeting (Tim and Chase Moses were both Board members of Unity at the time). Tim was unrepentant, believing himself entitled to the members' funds due to his hard work. Nevertheless, he agreed to return the unauthorized withdrawals on advice of counsel. But the relationship between Unity and Aliera was damaged beyond repair. After all, Unity was a 501(c)(3), with legal responsibilities to its members and the IRS. The Hochstetlers could not allow Tim to continue to help himself to member funds.

7.21. Tim and Chase Moses were removed from the Board of Unity in the spring of 2018. During this time, and anticipating the demise of the Aliera/Unity relationship, they went to their friend and current sales employee of Aliera, William "Rip" Thead III, and convinced him, with the assistance of Jennifer Moseley, to form a new 501(c)(3), Trinity Healthshare, Inc., to replace Unity in the Aliera/Unity combo plans. While still employed by Aliera, Rip Thead, with Aliera's attorney Jennifer Moseley's assistance, filled out an application on behalf of Trinity for non-profit status with the IRS that contains multiple false representations. After Trinity received approval of its application on June 26, 2018, Rip's next order of business was to enter into an overwhelmingly one-sided contract with Aliera, his current employer, to the detriment of Trinity, the 501(c)(3) of which he was Chairman. In that contract, signed by Aliera and Trinity in August 2018, Rip Thead agreed to pay Aliera 65% of each monthly premium for any Aliera/Trinity combo plan for Aliera's plan, and an additional 54% of the Trinity share of the premium for Aliera's "services." The net result of this grossly one-sided agreement was that 84% of each "monthly member contribution," or premium, sent in by a member to the Trinity 501(c)(3), was in fact paid to the for-profit Aliera, despite the fact that plan members were told that their monthly member contributions were being placed in a "sharebox" at Trinity, to be used for the future healthcare costs of members.

7.22. After forming its very own healthcare sharing ministry, Trinity, Aliera was free to end its soured relationship with Unity, and it did so in spectacular fashion. It took complete control of the Unity website, directing all traffic to the new Trinity website. It sent letters to the Unity members, falsely stating that their memberships had been transferred to Trinity, *which was the same in all respects to Unity*.[9] It commandeered the money sent in by Unity members for their healthcare costs. Finally, it sued Unity in Georgia state court, alleging that Unity had breached its agreement with Aliera, that the Unity members were in fact Aliera members, and that the membership roster and membership monies belonged to Aliera.

7.23. At the time of the attempted hijacking of the Unity members and their money by Aliera, Aliera/Unity combo plans had over 100,000 members nationwide; 17,000 plus of those members were Texans. Hundreds of millions of member dollars were potentially at stake. Unity counterclaimed in the suit brought by Aliera, alleging that the members were Unity members, could not be Aliera members, given that Aliera is not a non-profit healthcare sharing ministry, and that the members' money belonged to the members, not to Aliera or Unity. Unity requested a preliminary

[9] This representation, included in a letter, drafted by Chase Moses, and sent to all Unity members, was false for a number of reasons, including: Unity was in possession of a letter from CMS, confirming that members of the Unity HCSM qualified for an exemption from the ACA individual mandate, and the related tax penalty. Trinity does not have such a letter, and does not meet the federal requirements for an exemption from the ACA individual mandate. Secondly, under the MOU between Unity and Aliera, Aliera was only entitled to the first month's premium, and $25 per member, per month. Under the one-sided agreement between Trinity and Aliera, Aliera took 84% of each monthly premium for the entire life of the plan. This was **never disclosed** to the members. In fact, the Aliera/Trinity marketing materials falsely represented that the only fees charged were a "one-time" enrollment fee.

injunction to prevent Aliera from converting its members, and a receiver to prevent Aliera from converting the money.

7.24. The Georgia court held a preliminary injunction hearing in January 2019. At that hearing, Chase Moses testified for Aliera, and since, in that dispute, Aliera sought to convince the Court that Aliera should be able to keep the members and the money, Moses testified about Aliera and his own pivotal role in creating and administering the plan. He also testified that the Aliera plan pre-dated the Aliera/Unity combo plans, that it was a "direct primary care medical home" plan, that it covered primary and urgent care, labs and diagnostics, and telemedicine—basically all the plan offerings except hospitalization and surgery—through capitation contracts with providers for care for members. Exhibit C includes excerpts of Chase Moses' testimony to the Georgia court in January of 2019. The Vice President of Finance for Aliera also testified, confirmed Chase's testimony, and further testified that initially Aliera received 80% of the premium for its plan, until an auditor informed Aliera that such a split was underfunding the healthcare ministry.[10] The split then became 65% Aliera for its plan, 35% Unity, according to

[10] Subsequent depositions have been taken in the underlying matter that address the Unity/Aliera relationship and multiple other issues. Aliera has broadly asserted confidential designations regarding those depositions, designations the State has challenged and will be the subject of future hearings. In light of the undetermined status of the specially assigned Court in this matter, the State was unable to secure a hearing in late December or early January regarding those designations.

his testimony. [11] None of this was evinced by any written agreement between Aliera and Unity, nor was it disclosed to the members who were sending in funds.

7.25. The Georgia court wisely found that the members of the plans were Unity members, and that the money sent in for the plans belonged to the members. However, since Unity and Aliera subsequently reached a non-public settlement agreement, it is unclear what happened to the hundreds of millions of dollars of member funds, and how much of those member funds Unity "permitted" Aliera to keep as part of that settlement.

D. From 2016 through 2019, Aliera sold its unlicensed insurance product to thousands of Texas victims. Aliera further appropriated funds sent by Texans to a nonprofit healthcare ministry, first Unity and then Trinity, for the future healthcare costs of ministry members, and converted those funds for its own use, causing great harm to the members and to healthcare providers.

7.26. Throughout the years that Aliera has been marketing, selling and administering its own plans and plans it sold in combination with healthcare sharing ministries, Aliera has been largely using the same false, misleading, and deceptive marketing plan and materials. Aliera used insurance agents to sell its products and trained the agents to describe the products to consumers as offering healthcare

[11] This testimony is striking for a number of reasons; most importantly for our purposes for two reasons: Aliera took 80%, then 65% of money that members sent to a 501(c)(3) organization for the future healthcare costs of members for its own relatively worthless unlicensed and unregulated insurance product; and, *the written agreement between Aliera and Unity* ***did not*** *provide for this—in fact, the agreement explicitly set out that Aliera would receive part of the one-time enrollment fee, the first month's premium, and $25/member/month, nothing more.* Thus, Aliera was marketing and selling an unlicensed insurance product, and taking funds for it that had not been disclosed to the plan members, nor part of the contractual agreement. To add insult to injury in Texas, it was lying to the regulators about the very existence of this unlicensed plan.

coverage comparable to ACA-exchange plans. The glossy brochures used by Aliera to market its plans to consumers are largely unchanged over time and set forth the healthcare services to be covered by the plans. Those brochures described the services that are provided at "no additional cost" to plan members, including doctors' visits, immunizations, and other preventative care. The brochures set out for which services the members will have a "co-pay," and in what amount. The brochures describe the coverage for hospitalization, surgeries, emergency, and other catastrophic care. The brochures helpfully provide concrete examples of common healthcare scenarios and set out how the Aliera plans will cover the bulk of the costs incurred by members under each scenario. The brochures disclose "one-time enrollment fees," but do not disclose other myriad administrative fees charged to members. The Trinity marketing materials include a helpful chart which demonstrates how the members' monthly contributions are allegedly deposited in a "sharebox" account, where they remain until used to pay the eligible healthcare costs of members. Exhibit D is a screenshot of the Trinity website representing this flow of funds. This, of course, was a gross misrepresentation of what actually happens when a member sent in their monthly contribution: it was deposited in an account owned and controlled by Aliera, and the bulk of it was immediately allocated to Aliera for Aliera's unlicensed insurance product, and for "services" Aliera allegedly provides to Trinity. This allocation and these administrative costs were of course

agreed to by an Aliera employee on behalf of Trinity, and never disclosed to the plan members.

7.27. And when members did in fact incur medical costs, what happened to them, in many cases, depended on the amount of costs incurred. If a member incurred a relatively low medical cost (under $500.00), a "claims" administrator at Aliera may deign to pay it, with contributions from the member's own, or other members' funds. But if the costs were high, the "claims" administrator would often deny the claim, typically arbitrarily citing "pre-existing condition," or "out-of-network." As a result, the member, and the unpaid healthcare provider, were often left holding the bag, or left with the limited option of appealing the decision to Aliera, which frequently continued to deny the claim. It is only in this manner that Aliera could pay the extremely high commissions it pays to insurance agents to sell its products, and still have enough money left over to compensate Aliera, the Moses family, and Rip Thead.

7.28. Unlicensed and unregulated "claims" administrators often continued to deny claims for coverage from plan members for "pre-existing conditions," even after the doctor or hospital contacted Aliera, explaining that the health condition of the member was not pre-existing. Aliera often denied it was insurance, which meant that in its view it was unconstrained by regulations governing insurers promulgated by insurance departments.

7.29. It might be an amusing made-for-Hollywood story, if the effects on the health and wellbeing of the members wasn't so devastating to individual consumers. Yet at the end of this particular montage were scenes of sick Texas consumers, who in many instances paid thousands of dollars to Trinity in monthly premiums, only to be stuck with hundreds of thousands of dollars of unpaid healthcare costs. And some members even *discontinued treatment, including for cancer*, because they couldn't afford to continue to incur costs that would not be paid by their healthcare plan. The healthcare providers are little better off: some healthcare providers in Texas, including nonprofits, have provided hundreds of thousands of dollars of uncompensated care to Aliera/Trinity members for which Aliera/Trinity have refused to pay. This uncompensated care is to the detriment of other Texans who rely on these healthcare providers and facilities.

7.30. In fact, the only beneficiaries of Aliera's unauthorized business of insurance and Aliera and Trinity's deceptive trade practices have been the Moses', and Rip Thead, who have profited handsomely.

7.31. Each and every dollar collected from Texas consumers for any Aliera, Aliera/Unity, Aliera/Trinity, or Trinity health plan was a dollar collected in violation of both insurance and consumer protection laws in Texas. As such, each and every dollar collected from Texans for these plans is subject to the remedies of disgorgement and restitution and should be returned by the Defendants to those

Texans. Additionally, each and every sale of any of these plans in Texas and/or to a Texas member is a violation of both insurance and consumer protection laws in Texas, and as such is subject to civil penalties pursuant to each. These Defendants, both corporate and individual, have violated the insurance and consumer protection laws of Texas, and as a result are subject to injunctive remedies under those laws. To protect Texans and the public interest, these Defendants must be ordered to cease operating these business ventures in Texas indefinitely. Anything short of these remedies would be a disservice to the members who have been deceived and defrauded by Defendants.

VIII.
ALLEGATIONS OF LAW
REGARDING THE BUSINESS OF INSURANCE IN TEXAS

A. Texas law prohibits engaging in the business of insurance without a icense.

8.1. Chapter 101 of the Texas Insurance Code prohibits the unauthorized business of insurance. The State's public policy interest in protecting residents against the unauthorized business of insurance is set forth in Tex. Ins. Code § 101.001(a), which provides:

> It is a state concern that many residents of this state hold insurance policies issued by persons or insurers who are not authorized to do insurance business in this state. . . . These residents face often insurmountable obstacles in asserting legal rights under the policies in foreign forums under unfamiliar laws and rules of practice.

Additionally, Section 101.001(b) states "it is the policy of this state to protect residents against acts by a person or insurer who is not authorized to do insurance business in this state by . . . (4) protecting against the evasion of the insurance regulatory laws of this state." Further, Section 101.001(c) notes the "purpose of this chapter is to subject certain insurers and persons to the jurisdiction of . . . (2) the courts of this state in suits by or on behalf of the state . . . ." And finally, Section 101.001(d) provides: "It is also a concern that this state not become a safe harbor for persons or insurers engaged in the unauthorized business of insurance in this state . . . ."

8.2. To effectuate the State's manifest public policy interests, Section 101.051(b) sets out a laundry list of acts that constitute the business of insurance in Texas, which includes the following conduct:

- "[M]aking or proposing to make, as an insurer, an insurance contract" Tex. Ins. Code § 101.051(b)(1).
- "[T]aking or receiving an insurance application" Tex. Ins. Code § 101.051(b)(3).
- "[R]eceiving or collecting any consideration for insurance, including: (A) a premium; (B) a commission; (C) a membership fee; (D) an assessment; or (E) dues" Tex. Ins. Code § 101.051(b)(4).
- "[I]ssuing or delivering an insurance contract to a resident of this state" Tex. Ins. Code § 101.051(b)(5)(A).
- "[D]irectly or indirectly acting as an agent for or otherwise representing or assisting an insurer or person in:

A. soliciting, negotiating, procuring, or effectuating insurance or a renewal of insurance;
B. disseminating information relating to coverage or rates;
C. forwarding an insurance application;
D. delivering an insurance policy or contract;
E. inspecting a risk
F. setting a rate
G. investigating or adjusting a claim or loss
H. transacting a matter after the effectuation of the contract that arises out of the contract; or
I. representing or assisting an insurer or person in any other manner in the transaction of insurance with respect to a subject of insurance that is resident, located, or to be performed in this state" Tex. Ins. Code § 101.051(b)(6).

- "[C]ontracting to provide in this state indemnification or expense reimbursement for a medical expense by direct payment, reimbursement, or otherwise to a person domiciled in this state or for a risk located in this state, whether as an insurer, agent, administrator, trust, or funding mechanism or by another method" Tex. Ins. Code § 101.051(b)(7).

- "[D]oing or proposing to do any insurance business that is in substance equivalent to conduct described by [the preceding definitions of the business of insurance] in a manner designed to evade statutes relating to insurance" Tex. Ins. Code § 101.051(b)(9).

Additionally, Section 101.102(a) of the Insurance Code prohibits a person, including an insurer, from "directly or indirectly" committing any act that constitutes the business of insurance except as authorized by statute.

8.3. The legal requirements for life, health, or accident insurance companies in Texas are set forth in Chapter 841 of the Insurance Code. Specifically, section 841.101 prohibits a domestic insurance company from engaging "in the business of insurance in this state, except for the lending of money, without first obtaining from the

commissioner a certificate of authority that: (1) shows that the company has fully complied with the laws of this state; and (2) authorizes the company to engage in the business of insurance in this state."

8.4. Also, health maintenance organizations are defined by Chapter 843 of the Insurance Code as "a person who arranges for or provides to enrollees on a prepaid basis a health care plan, a limited health care service plan, or a single health care service plan." Tex. Ins. Code § 843.002(14). Relatedly, health maintenance organization delivery networks are defined as "a health care delivery system in which a health maintenance organization arranges for health care services directly or indirectly through contracts and subcontracts with physicians and providers." Tex. Ins. Code § 843.002(15). "Capitation" is defined as "a method of compensating a physician or provider for arranging for or providing a defined set of covered health care services to certain enrollees for a specified period that is based on a predetermined payment per enrollee for the specified period, without regard to the quantity of services actually provided." Tex. Ins. Code § 843.002(4). And section 843.071(a) prohibits a person from organizing or operating a health maintenance organization in this state, or from selling or offering to sell or solicit offers to purchase or receive consideration in conjunction with a health maintenance

organization, without obtaining a certificate of authority. Tex. Ins. Code § 843.071(a).[12]

Section 843.072(b) provides: "A person . . . who performs an act of a health maintenance organization that requires a certificate of authority under this chapter without first obtaining the certificate is subject to all enforcement processes and procedures available against an unauthorized insurer under Chapter 101 . . . ." Tex. Ins. Code § 843.072(b).

Finally, Section 101.105(c) grants the attorney general authority to enforce the prohibition against the unauthorized business of insurance in Texas. *See* Tex. Ins. Code § 101.105(c).

B. Aliera's Member Guide, and the contracts Aliera entered with providers demonstrate that Aliera is collecting money in exchange for assuming risk.

8.5. Aliera's 2019 Member Guide is clear that Aliera is taking money from its members in exchange for assuming the risk of its members' healthcare costs. Part I of the Guide is titled "How to Use Your Membership," and it lists the following services that are provided to members: telemedicine, preventative care, labs and diagnostics, urgent care, primary care, specialty care, hospitalization, and PPO network. Part II of the Member Guide is entitled "How Your Healthcare Cost-

[12] Additionally, "Person" is defined in Chapter 843 as "any natural or artificial person, including an individual, partnership, association, [or] corporation . . . ." Tex. Ins. Code § 843.002(21).

Sharing Ministry (HCSM) Works" and describes how payment for the services described in Part I will be made. Part III is entitled "Your Summary of Cost-Sharing" and describes categories of "Eligible Medical Expenses," followed by "Limits of Sharing," "Cost-Sharing for Pre-Existing Conditions," lists of "Medical Expenses Not Generally Shared by HCSM," and provisions regarding pre-authorization of certain medical expenses, titled "Pre-Authorization Required." *See* Exhibit E (copy of 2019 Member Guide).

i. The Member Guide makes clear that Aliera is collecting monthly payments in exchange for assuming risk.

8.6. In Part I, the Member Guide describes the "Telemedicine" program, and the first bolded heading under this description is "Offerings of the Telemedicine Program." In several bullet points, the Member Guide describes the offering as follows:

> "At home, at work, or while traveling in the US, speak to a telemedicine doctor from ***anywhere, anytime,*** on the go."
>
> "Save time and money by avoiding expensive emergency room visits, waiting for an appointment, or driving to a local facility."
>
> "Telemedicine consultations are ***free for you and your dependents on your Plan***." Ex. E at p. 9 (emphasis added).

8.7. In Part I, under "Preventative Care," the Member Guide states that "Members have ***no out-of-pocket expenses*** for preventative services, which include, but are not limited to, routine in-network checkups, pap smears, flu shots and more." Ex. E at p. 11 (emphasis added).

8.8. In Part I, under "Urgent Care," the Member Guide states: "AlieraCare Bronze, Silver, and Gold plans have ***unlimited Urgent Care visits,***" and "X-rays are included, and subject to $25 per read fee at Urgent Care." Ex. E at p. 12 (emphasis added).

8.9. In Part I, under "Primary Care," the Member Guide states: "AlieraCare Bronze, Silver, and Gold plans have ***unlimited Primary Care visits***." Ex. E at p. 14 (emphasis added).

8.10. In Part I, under "Hospitalization," the Member Guide states:

> 1. Members are required to pre-authorize all hospitalization services and visits unless it is an obvious medical emergency. Please see pre-authorization section for instructions.
>
> 2. The member will be responsible for first reaching their MSRA before any cost-sharing will be available. Once the MSRA has been reached in full, the sharing will then be reimbursed ***directly back to the providers and hospital facilities***.
>
> 3. Several plans allow for ***fixed cost-sharing*** in the emergency room. Please see Appendix for your exact plan details.

Ex. E at p. 15 (emphasis added).

8.11. In Part I, under "PPO Network," the Member Guide states: "With a growing nationwide PPO network of more than 1,000,000 healthcare professionals and more than 6,000 facilities, Multiplan PHCS network offers Plan Members a range of quality choices to help them stay healthy." Ex. E at p. 15.

8.12. Part II of the Member Guide begins by describing Trinity HealthShare as a "clearing house that administers voluntary sharing of healthcare needs for qualifying members," and attempts to disclaim that anything in the Member Guide "create[s] a legally enforceable right on the part of any contributor." Ex. E at p. 16. These statements ignore the entire import of the Member Guide, which describes what services are available with which plans, and are followed by other statements describing the member's obligation of "financial participation," and what actions Aliera may take in the event that "a member's eligible bills exceed the available shares to meet those needs." Ex. E at p. 18.

8.13. Part III of the Member Guide, "Your Summary of Cost-Sharing," begins with a list of "eligible medical expenses." This list contains 41 numbered paragraphs, with statements such as:

> 34. Sleep Disorders. Overnight Sleep Testing Limit: 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 must be medically necessary and will require pre-authorization. ***Allowed charges will not exceed the Usual, Customary, and Reasonable charges for the area.***
>
> . . .
>
> 36. Specialty Care. For most everyday medical conditions, your PCP is your one-stop medical shop. However, there are cases when it's time to see a specialist who's had additional education and been board certified for that specialty. ***For situations like these, the AlieraCare Bronze, Silver, and Gold plans provides specialty care offerings at the cost of just a consult fee.*** A member will need to receive a PCP referral

> to see a specialist for treatment or consultation outside of their scope of knowledge.
> . . .
>
> 38. Surgical Offerings. Non-life-threatening surgical offering are not available for the first 60 days of membership. ***Please verify eligibility by calling Member Services before receiving any surgical services.***

Ex. E at pp. 25-26 (emphasis added).

8.18. Following these three sections, the Member Guide contains five appendices. Appendixes A, B and C provide "Plan Details" for the "Bronze" "Silver" and "Gold" plans, respectively. Ex. E at pp. 36-41. Each of these appendices contain a chart that appears virtually indistinguishable from any plan comparison chart that any consumer would get from a licensed insurance company. *Id.* The charts list percentages of what will be covered, such as Wellness & Preventative Care: 100%; Primary Care: $50 Consult Fee; and Specialty Care: $125 Consult Fee. *Id.*

8.19. Appendix D is titled "Terms, Conditions and Special Considerations," and lists eighteen separate items, followed by five numbered "Disclaimers." Ex. E at pp. 42-43. Most of the initial items address Aliera's telemedicine service. Ex. E at p. 43. The second item on the disclaimer list, at page 43 of the Member Guide, states: "Aliera and Trinity programs are NOT insurance. Aliera Healthcare, Inc./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." Number 5 on the disclaimer list

states: "This membership is issued ***in consideration of the Member's application and the Member's payment of a monthly fee as provided under these Plans***. Omissions and misstatements, or incorrect, incomplete, fraudulent, or intentional misrepresentation ***to the assumed risk in your application*** may void your membership, and services may be denied." Ex. E at p. 43 (emphasis added).

8.20. Appendix E is titled "Legal Notices" and over 7 pages, it lists 22 separate state notices in alphabetical order. Ex. E at pp. 45-51. The disclaimer, one required by Texas law, is listed on page 50 of the Member Guide, and states as follows:

> Notice: This health care sharing ministry facilitates the sharing of medical expenses and is not an insurance company, and neither its guidelines nor its plan of operation is an insurance policy. Whether anyone chooses to assist you with your medical bills will be totally voluntary because no other participant will be compelled by law to contribute toward your medical bills. As such, participation in the ministry or a subscription to any of its documents should never be considered to be insurance. Regardless of whether you receive any payment for medical expenses or whether this ministry continues to operate, you are always personally responsible for the payment of your own medical bills. Complaints concerning this health care sharing ministry may be reported to the office of the Texas attorney general.
>
> The ministry will assign a recommended cost sharing amount to the membership each month ("Monthly Share Amount"). ***By submitting the Monthly Share Amount, you instruct the ministry to assign your contribution as prescribed by the Guidelines.*** Up to 40% of your member contribution goes towards the administration of this plan. Administration costs are not all inclusive of vendor costs, which could account for up to 32% of the member monthly contribution (monthly recommended share amount). Contributions to the member

> "Share Box" will never be less than 28% of the member monthly recommended share amount."[13]

Ex. E at p. 50 (emphasis added).

8.14. The "sharing arrangement" detailed above and offered by Aliera is insurance. Members each contribute present consideration to the sharing reserve to protect against future risk.

8.15. Aliera's membership documents clearly establish a defined structure for claims to be paid from the sharing reserve. The membership documents further establish a mechanism to pay claims if the sharing reserve is depleted. Statements in Aliera's membership documents to the effect that the members have no guarantee of payment are simply disclaimers that are asserted to conceal Aliera's true function; to offer insurance products in violation of Texas law and avoid state insurance regulation. But these "disclaimers" do not conceal the true nature of Aliera's products, which are insurance under Texas law.

8.16. To be eligible for a claim payment out of the sharing reserve, a member must pay fixed monthly membership fees into the sharing reserve. The Member Guide explicitly states that: "This membership is issued in consideration of the Member's

[13] With regard to this statement in the Member Guide regarding administrative and vendor costs, it is important to note two things: First, the member guide is only provided to the consumer after the consumer signs up and pays for the plan. The sales brochures and sellsheet **do not disclose** any administrative or vendor fees. The only fee disclosure pre-sale is of the "one-time enrollment fee." Second, this untimely "disclosure" of administrative and vendor fees post-sale **isn't even correct.** This disclosure states the amount that will go to the "Share Box" is never less than 28% when in fact, pursuant to the contract between Trinity and Aliera, it will never be more than 16% and may be as little as 10%.

application and the Member's payment of a monthly fee as provided under these Plans." Ex. O at p. 43. If a member does not pay the monthly membership fee, the membership becomes "inactive," and the member is no longer eligible for claim payments out of the sharing reserve. Thus, what Aliera describes in detail in its marketing materials is a *quid pro quo*. Members are paying their monthly membership fees in exchange for the right to insurance coverage for medical services.

ii. Aliera's contracts with third-party providers demonstrate that Aliera has taken on risk from its members in exchange for monthly payments.

8.17. Aliera entered multiple contracts with certain third-party healthcare providers. These contracts include (1) Multi-Service Provider Agreement between CityDoc Urgent Care Center 4, PLLC, and Aliera (then doing business as HealthPass USA), dated December 10, 2015; (2) Teladoc Services Agreement, dated June 12, 2015; and (3) Laboratory Services Agreement between Aliera and Quest Diagnostics, Inc., dated October 1, 2015. These contracts demonstrate that Aliera has taken on risk from its members, because in these contracts, Aliera uses "per member per month" payments to limit the risk it has taken on.

8.25. The Urgent Care agreement contains the following provisions:

> - "***HP USA agrees to: . . . pay to Provider a portion of the membership fee*** in accordance with Exhibit A for members that are assigned to Provider for

delivery of medical services contained herein and as currently performed at the provider's facility."

- "***As a provider in the Organizers programs, Provider agrees to . . . provide medically necessary care in a timely manner***," and agrees that it "shall perform all services currently performed by the practice to all members at no additional cost in accordance with Exhibit A schedule of services and payment parameters . . ."

- "Provider agrees to accept the Per Member Per Month (PMPM) payment rates set forth in Exhibit A as the total amount to be received by the Provider monthly for all covered services. Organizer, its parent of affiliate shall pay only the amount due to Provider for monthly per member per month services rendered to Member, based the provisions of the applicable plan and Provider agrees to look to Organizer or its parent or affiliates only for said per member per month fee of such covered services except for any amounts required to be paid by Member pursuant to the Organizers appropriate plan."

- "2. Termination of Coverage of Members. Coverage for each Member may be terminated by Member or Organizer. When a Member whose coverage has terminated receives services from Provider, Provider agrees to bill Member directly. ***Organizer shall not be liable to Provider for any bills incurred by a Member whose coverage has been terminated.*** Provider shall verify eligibility through available electronics means or by calling the eligibility phone number provided by the organizer."

8.18. With respect to the Teladoc Agreement, the following terms appear in the contract:

"8. Payment Terms. Teledoc shall invoice the RESELLER a PEPM [per employee per month] fee on the 5th day of each month for the Program services to be provided in that month. . . . The RESELLER specifically acknowledges that it is responsible for paying all applicable PEPM fees and the other fees identified herein to Teladoc ***regardless of whether it has collected such fees from the Clients***."

"9. Service Fees. Teladoc agrees to provide the services of the Program in exchange for the fees described in Attachment 2, which shall be paid by the

> RESELLER to Teladoc and adjusted quarterly ***based upon the aggregate number of Covered lives in the Resellers book of business***."

8.19. In the Quest Diagnostics Agreement, under "Duties of Company and Compensation," the agreement provides:

> "(a) Laboratory agrees to accept a per member per month fee from Company for lab services outlined in Exhibit B. With respect to such services, ***Laboratory agrees to accept the rates set forth in Exhibit B of this Agreement as full compensation for such services***. Laboratory agrees to comply with pricing schedules for any additional service or direct cash payment from any HP USA member in accordance with Exhibit C contained herein for any HP USA member. Company will provide enrollment eligibility electronically in a mutually agreed upon format on a monthly basis."

8.20. Capitation agreements with providers such as these agreements with Urgent Care, Teladoc and Quest Diagnostics are standard tools used by HMOs to control costs. Because HMOs spread risk and essentially function in the same way as traditional health insurers, many courts have recognized that HMOs provide insurance. *See, e.g., Corp. Health Ins., Inc. v. Texas Dep't of Ins.*, 215 F.3d 526, 538 (5th Cir. 2000) (recognizing that an HMO provides insurance). The terms of Aliera's provider contracts with multiple entities, particularly the "per member per month" provisions, clearly evince Aliera's intent to take on risk from its members.

C. Aliera does not qualify for the faith-based "safe harbor" established by Tex. Ins. Code 1681.

8.21. A health care sharing ministry (HCSM) is a not-for-profit health care cost-sharing arrangement among persons of similar and sincerely held beliefs. Insurance Code Chapter 1681 establishes the requirements of a HCSM. Under Section 1681.001, a "faith-based, nonprofit organization that is tax-exempt under the Internal Revenue Code of 1986 qualifies for treatment as a health care sharing ministry under this chapter if it: (1) limits its participants to individuals of a similar faith; (2) acts as a facilitator among participants [for the payment of medical bills]. . .; (3) provides for the payment of medical bills of a participant through contributions from one participant to another; (4) provides amounts that participants may contribute with no assumption of risk or promise to pay by the health care sharing ministry to the participants; (5) provides a written monthly statement to all participants . . .; (6) discloses administrative fees and costs to participants; and (7) provides that any card issued to a participant for the purpose of presentation to a health care provider clearly indicates that the participant is part of a health care sharing ministry that is not engaging in the business of insurance." Defendants have failed to adhere to multiple requirements of Section 1681.001 and do not meet the exception.

8.22. Aliera does not allege that it is a faith-based, nonprofit organization. It isn't. Aliera contends that it only contractually administers the Trinity HCSM, and previously only contractually administered Unity's HCSM. Trinity and Unity are both nonprofit organizations that are tax-exempt under the Internal Revenue Code of 1986. However, Trinity, and Unity before it, are being used by Aliera in an attempt to disguise Aliera's profit-making venture as a HCSM and avoid insurance regulation.

8.23. Aliera has asserted in court documents filed in its home state of Georgia that at the time of Aliera's agreement with Unity Healthshare, the parties understood that "all products developed by Aliera, regardless of whether such products included an HCSM component, would remain the property of Aliera, not Unity or [Anabaptist]." Aliera's First Amended Complaint, *Aliera Healthcare, Inc. v. Anabaptist Healthshare, et al.*, Civil Action File No. 2018-CV-308981 (Superior Court of Fulton County, Georgia Dec. 3, 2018).

8.24. Similarly, under the Trinity Agreement, Aliera is responsible for almost all aspects of the HCSM, including "plan design (defining the schedule of medical services eligible for sharing), and plan pricing." The Trinity Agreement also entitles Aliera to a large portion of member payments. Aliera retains contributions and/or management fees up to 90 cents per membership dollar. Agent sales commissions range from 10 cents per membership dollar to 40 cents per membership dollar.

Because of these and other Aliera profit centers, member sharing reserve amounts top out at 35 cents per membership dollar, but typically are around 8 to 15 cents per membership dollar. See Exhibit F, Aliera/Trinity August 2018 agreement.

8.25. Aliera, together with Trinity, and previously with Unity, is and always has been a for-profit venture. According to an affidavit filed by Aliera's comptroller, James Butler, Aliera earned more than $180,000,000 in revenue in 2018.

8.26. Defendants do not act as facilitators among participants for the payment of medical bills, nor do they provide for the payment of medical bills by contributions from one participant to another. Instead, Defendants assume risk and make promises to pay future healthcare costs of plan members.

8.27. Under Defendants' business model, members are required to pay a fixed monthly amount to Aliera so that Aliera can pay covered claims directly to providers.

8.28. Membership contributions to the sharing reserve are not voluntary. To become and stay a member of one of Defendants' plans, a member must contribute a specified amount each month, a portion of which goes to the sharing reserve. If a member does not pay the total monthly fee within 5 days of the due date, the member is assessed a late fee. If the member does not pay the total monthly fee by the end of the month, the membership becomes inactive, and the member's covered medical expenses are not eligible for payment out of the sharing reserve. Additionally, if the

sharing reserve is depleted in any given month, Aliera can initiate what is essentially an assessment of members to pay the outstanding needs.

8.29. Aliera's ability to assess members and raise monthly fees in response to the depletion of the sharing reserve also means that members are assuming risk. To maintain membership and health coverage, the member must pay the assessment or increased monthly fees.

8.30. Since filing its original complaint in this matter on June 13, 2019, the State has learned that numerous other state regulators have issued cease and desist orders against Defendants, including Washington, California, New York, Connecticut, Colorado, New Hampshire, Iowa, and Maryland. Aliera/Trinity plans are no longer offered for sale in Alaska, Colorado, Connecticut, Hawaii, Maine, Maryland, Massachusetts, Montana, North Dakota, New Hampshire, Oregon, Pennsylvania, Puerto Rico, South Dakota, Texas, Vermont, Washington, Wyoming, or the District of Columbia. In addition, the Better Business Bureau of Atlanta revoked The Aliera Companies, Inc.'s accreditation on July 22, 2020, due to a "significant failure of the business to meet standards of conduct expected of a BBB member."

IX.
ALLEGATIONS OF CONSUMER HARM

9.1. As described above, Defendants are selling unauthorized insurance products to the people of this State, which is recognized as an inherently harmful activity by our Legislature, our courts, and our executive agencies.

9.2. In addition, the Texas Department of Insurance and the Texas Attorney General have collected evidence of significant customer complaints against Defendants. Numerous Texas consumers have filed complaints with the Texas Department of Insurance, the Texas Attorney General, the Better Business Bureau, as well as online with review platforms like Yelp. A recent article in the Houston Chronicle highlights one couple in Dallas who purchased an Aliera plan but had a claim for an expensive surgery denied. The article notes that "the similarities between traditional health insurance plans and the products Aliera promotes can be striking." *See* Exhibit G (copy of July 2019 Houston Chronicle article).

X.
CAUSES OF ACTION

Count I: Injunctive relief against Aliera for the unauthorized business of insurance.

10.1. The factual allegations set out above are incorporated as if fully repeated in support of this cause of action.

10.2. Defendants are directly or indirectly engaging in the business of insurance as defined in Tex. Ins. Code § 101.051.

10.3. Defendants have no authorization to engage in the business of insurance in Texas.

10.4. Defendants are violating Tex. Ins. Code § 101.102 because they are directly or indirectly doing an act or acts that constitute the business of insurance under Chapter 101 of the Texas Insurance Code without authorization.

10.5. Defendants are proposing to make and are making insurance contracts in Texas as insurers. Defendants are actively promoting and selling insurance products in Texas and had more than 17,000 members in Texas. Defendants' membership certificates, applications, and guidelines, as provided online and also to customers directly, establish a contract of insurance, and Defendant Aliera is "a corporation, association, partnership, or individual engaged as a principal in the business of insurance." Tex. Ins. Code §101.002(1)(A).

10.6. Defendants take and receive applications for Aliera insurance products and for Trinity's insurance products, including over the phone and through their agents. At least one TDI investigator has communicated with an agent attempting to sell Defendants' products and has been asked to provide credit card information in order to sign up with the plan after an application taken over the phone.

10.7. Defendants collect and receive consideration for insurance products through Defendants' membership fees. Defendants' membership guides also state that Defendants may assess members for deficiencies in the sharing reserve.

10.8. Defendants issue and deliver insurance contracts to residents of Texas. More than 17,000 Texas residents have had insurance contracts with Defendants. The insurance contract consists of membership certificates, applications, and guidelines.

10.9. Defendants directly and indirectly sell insurance products to Texas residents both directly and through licensed Texas insurance agencies. Aliera has offered commissions of up to 40%, which is significantly higher than commissions paid for the sale of authorized insurance products. Through member guides and website, Defendants disseminated information relating to insurance coverage and rates and receive and approve member applications. Aliera also sets the rates for the insurance products and delivers the insurance contracts. Further, Aliera adjusts claims directly and through contracted entities.

10.10. Aliera has capitated contracts with providers in Texas to pay the costs of its members' healthcare expenses. Aliera also reimbursed providers and members in Texas directly for medical expenses under Aliera's sharing arrangement.

10.11. Defendants have deliberately designed their corporate structures and healthcare products to avoid insurance regulation. Defendants have attempted to structure their business to appear on its surface to fit within a legitimate exemption from insurance regulation. By avoiding insurance regulation up to this point, Defendants have been able to offer healthcare plans to Texas that are significantly cheaper than plans offered by authorized insurance carriers, but without any of the statutory protections.

Count II: Civil penalties against Aliera Healthcare for the unauthorized business of insurance.

10.12. The allegations set out above are incorporated as if fully repeated in support of this cause of action.

10.13. A person or entity, including an insurer, that violates Chapter 101 is subject to a civil penalty of not more than $10,000 for each act of violation and for each day of violation. See Tex. Ins. Code § 101.105.

10.14. The State of Texas brings suit for the recovery of civil penalties against Defendants in the amount of $10,000 for each of Defendants' acts of violation and for each day of violation of Texas Insurance Code Chapter 101.

Count III: Violations of the Texas Deceptive Trade Practices Act

10.15. The allegations set out above are incorporated as if fully repeated in support of this cause of action.

10.16. Section 17.46(a) of the DTPA provides: "False, misleading or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful and are subject to action by the consumer protection division under Sections 17.47…"

10.17. Under section 17.46(b) of the DTPA, the term "false, misleading or deceptive acts or practices" include, but are not limited to:

a. passing off goods or services as those of another;

b. causing confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods or services;

c. causing confusion or misunderstanding as to affiliation, connection, or association with, or certification by, another;

d. representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person has sponsorship, approval, status, affiliation, or connection which the person does not;

e. making false or misleading statements of fact concerning the reasons for, existence of, or amount of price reductions;

f. representing that an agreement confers or involves rights, remedies, or obligations which it does not have or involve, or which are prohibited by law; and

g. failing to disclose information concerning goods or services which was known at the time of the transaction if such failure to disclose such information was intended to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed.

10.18. Whenever the consumer protection division has reason to believe that any person is engaging in, has engaged in, or is about to engage in any act or practice declared to be unlawful in section 17.46, and that the proceedings would be in the public interest, the division may bring an action in the name of the state against the persons to restrain by temporary restraining order, temporary injunction, or permanent injunction the use of such method, act, or practice. DTPA s. 17.47(a).

10.20. In addition to the injunctive relief, the consumer protection division may request a civil penalty in the amount of not more than $10,000 per violation, and if the act or practice is calculated to acquire or deprive money or other property from a consumer who was 65 years of age or older when the act or practice occurred, an additional amount of not more than $250,000. DTPA s. 17.47(c).

10.21. The court may make such additional order or judgments as are necessary to compensate identifiable persons for actual damages or to restore money or property which may have been acquired by means of any unlawful act or practices. DTPA s. 17.47(d).

XI.
REQUEST FOR
TEMPORARY AND PERMANENT INJUNCTION

11.1. Defendant Aliera has entered into an agreement with the State of Texas under TRCP 11 that it will not sign up or sell healthcare plans in Texas until this suit is resolved. It has further agreed that it will not use Texas consumers' funds, sent to it for healthcare costs of members of the healthcare sharing ministries, for anything but the use for which those funds are intended. The State assumes that Aliera is complying with this agreement: not selling any plans to any new Texas members, and not expending funds sent by existing Texas members on anything but member healthcare costs. The State seeks a permanent injunction prohibiting Defendants, and all persons acting in concert with Defendants, from doing business in Texas, including but not limited to, marketing, selling, or collecting funds for any healthcare plan or product, as part of the final judgment in this cause. In addition to civil penalties for violations of Texas insurance and consumer protection laws, the State seeks disgorgement of all ill-gotten gains, including restitution to all Texas consumers of any monies collected or received by Defendants through any deceptive acts or practices committed by Defendants. In light of Defendant Aliera's agreement with the State pursuant to TRCP 11, the State does not currently seek a Temporary Injunction against Defendants, provided, however, that the State reserves the right to petition this Court for a Temporary Injunction at any time prior to final judgment

being entered in this cause, if the State learns or has reason to believe, that Defendants are marketing and selling any healthcare plan or product in the State of Texas, or misusing or misappropriating funds sent by Texas consumers for the healthcare costs of members of any of Defendants' plans, for any other purpose.

11.2. Accordingly, the State of Texas brings suit for a permanent injunction to prohibit Defendants from engaging in the business of insurance in violation of Texas law, and to prohibit Defendants from doing business in Texas, including but not limited to, by marketing or selling any healthcare plan or product in Texas, after final judgement.

XII.
TRIAL BY JURY

Plaintiff requests a jury trial and will tender the jury fee to the Travis County District Clerk's Office pursuant to TEX. R. CIV. P. 216 and TEX. GOV'T CODE § 51.604.

PRAYER

The State incorporates and adopts by reference the allegations contained in each and every preceding paragraph of this petition. As alleged above, Defendants have violated the Texas Insurance Code and the DTPA, and will continue to do so unless enjoined by this Court. The entry of such an order is in the public interest.

PLAINTIFF THEREFORE PRAYS that Defendants will be cited according to law to appear and answer herein; that after due notice and hearing a TEMPORARY INJUNCTION be issued, and upon final hearing a PERMANENT INJUNCTION be issued restraining and enjoining Defendants, their agents, servants, employees, and representatives from doing the acts and engaging in the practices set out in the proceeding paragraphs, as well as from engaging in any of the following acts or practices:

a. Engaging in the business of insurance in Texas without authority;

b. Marketing, offering to sell, or selling any healthcare plans, products, or services in Texas;

c. Collecting anything of any financial value from any Texas consumer in exchange for any healthcare plan, product, or service;

d. Using any funds received from any Texas consumer for any purpose except paying providers of healthcare products or services for the provision of healthcare products or services to those Texas consumers from whom funds were received; and

e. Failing to fully refund and restore any funds collected from any Texas consumer for any plan, product, or service by Defendants that was not

previously paid by Defendants to a healthcare provider for healthcare products or services provided to a Texas member of Defendants' healthcare plans.

PLAINTIFF FURTHER PRAYS that upon final hearing, this Court will order Defendants:

a. To pay civil penalties of not more than $10,000 for each act of violation and for each day of violation of the Texas Insurance Code;

b. To pay civil penalties of up to $10,000 per violation for each and every violation of the DTPA as authorized by TEX. BUS. & COM. CODE § 17.47(c)(1);

c. To disgorge any ill-gotten gains;

d. To restore all money or other property acquired by means of unlawful acts or practices, or in the alternative, to compensate identifiable persons for actual damages; and

e. To pay all costs of Court, costs of investigation, and reasonable attorneys' fees pursuant to Section 17.47 of the DTPA, and TEX. GOV'T. CODE ANN. § 402.006(c).

PLAINTIFF FURTHER PRAYS for post-judgment interest and any other relief to which Plaintiff may be justly entitled.

Respectfully submitted.

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Cause No. D-1-GN-19-003388

STATE OF TEXAS, Plaintiff, v. THE ALIERA COMPANIES INC., F/K/A ALIERA HEALTHCARE, INC.; SHARITY MINISTRIES, INC., F/K/A TRINITY HEALTHSHARE, INC.; SHELLEY STEELE MOSES; TIMOTHY CANDACE MOSES, CHASE MOSES, and WILLIAM H. THEAD III, Defendants	§ § § § § § § § § § § § §	IN THE DISTRICT COURT OF TRAVIS COUNTY, TEXAS 53RD JUDICIAL DISTRICT

SECOND AMENDED PETITION AND APPLICATION FOR CIVIL PENALTIES, RESTITUTION AND TEMPORARY AND PERMANENT INJUNCTION

EXHIBIT B

Rate Increase Effective DATE: 06/01/19

ALIERACARE™

INDIVIDUAL & FAMILY

A New Era of Affordable Quality Healthcare Choices

Aliera Healthcare, in alliance with Trinity HealthShare, makes quality healthcare choices affordable for individuals and families through our healthcare sharing community.

AlieraCare plans are built on an innovative cost-sharing model that is designed to streamline access to individual and family-focused healthcare choices without the costs and complexities of most one-size-fits-all traditional medical insurance plans. The Health Care Sharing Ministry (HCSM) services provided by Trinity HealthShare are administered by Aliera Healthcare to ensure a seamless member experience.

Trinity HealthShare is a 501(c)(3) non-profit organization that provides the HCSM services administered by Aliera Healthcare to guide the cost sharing of member contributions for certain eligible healthcare needs such as hospitalization, surgery and emergency room visits.

A full spectrum of healthcare choices available year round: AlieraCare is specifically designed to provide individuals and families with the quality healthcare choices they need at a price they can afford. AlieraCare has six tiers of healthcare sharing plans with robust services that are available year round.

- AlieraCare Value | Plus | Premium provides three tiers of standard everyday healthcare plans
- AlieraCare Bronze | Silver | Gold provides three tiers of comprehensive healthcare plans

Rate Increase Effective DATE: 06/01/19

ALIERACARE™

A Roadmap of Comprehensive Care

AlieraCare gives individuals and families a clear path to the healthcare services they need, when they need them.

Built on the Multiplan PHCS network, a nationwide preferred provider organization (PPO), AlieraCare Value | Plus | Premium and AlieraCare Bronze | Silver | Gold plans provide access to more than 1,000,000 healthcare professionals in over 6,000 facilities across the United States.

Telemedicine uses board-certified physicians who diagnose, treat and prescribe medication for many health-related issues over the phone, or using a secure Internet connection or application, 24/7/365.

Preventive Care, including screenings, immunizations and well-guidance, helps individuals and their families maintain a healthy lifestyle.

Prescription Discounts, powered by Rx Valet, deliver an average of 55% savings on many prescription medications.

Primary Care providers are part of the nationwide Multiplan PHCS network, which is comprised of over 1,000,000 dedicated healthcare professionals who manage and treat a wide range of general health-related issues.

ALIERACARE™

Multiplan PHCS Network

Hospitalization & Surgery Once MSRA has been met, cost sharing is available for some inpatient and outpatient procedures through the Multiplan PHCS network of more than 1,000,000 healthcare professionals in over 6,000 facilities.

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 severe enough to warrant a trip to the emergency room.

Specialty Care providers have completed advanced clinical training in a specific area of medicine and are part of the Multiplan PHCS nationwide network of over 1,000,000 dedicated healthcare professionals.

Labs & Diagnostics can be performed at any in-network facility across the U.S.

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ALIERACARE™

Individual Plans

AlieraCare plans are specifically designed to reduce costs and put the power of choice back into the hands of individuals and their families. To compare AlieraCare Value | Plus | Premium (VPP) with AlieraCare Bronze | Silver | Gold (BSG) plans and services, please see the chart below.

COMPARISON CHART

	AlieraCare VPP			AlieraCare BSG		
PLAN SERVICES ▶	**Value**[1]	**Plus**[2]	**Premium**[3]	**Bronze**[4]	**Silver**[5]	**Gold**[6]
MSRA Options Per Member	$5,000 | $7,500 | $10,000			$1,000 | $2,500 | $5,000 | $10,000		
MSRA Options Per Family	Not Available			$3,000 | $7,500 | $15,000 | $30,000		
Section 1	**Services Eligible Prior to Meeting MSRA**					
PPO Network	MultiPlan PHCS	MultiPlan PHCS	MultiPlan PHCS	MultiPlan PHCS	MultiPlan PHCS	MultiPlan PHCS
Telemedicine	Free	Free	Free	Free	Free	Free
Preventive Care	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Primary Care	1 Per Year | $20 Consult Fee	3 Per Year | $20 Consult Fee	5 Per Year | $20 Consult Fee	$50 Consult Fee	$35 Consult Fee	$20 Consult Fee
Urgent Care	Not Eligible	1 Per Year | $20 Consult Fee	2 Per Year | $20 Consult Fee	$100 Consult Fee	$75 Consult Fee	$75 Consult Fee
Specialty Care	Not Eligible	Not Eligible	100% After MSRA | $75 Consult Fee	$125 Consult Fee	$75 Consult Fee	$75 Consult Fee
Emergency Room	Eligible After MSRA (see below)	$500 Consult Fee	$300 Consult Fee	$500 Consult Fee	$300 Consult Fee	$150 Consult Fee
Prescription Discount	Included	Included	Included	Included	Included	Included
Section 2	**Services Eligible After Meeting MSRA**					
Specialty Care	Not Eligible	Not Eligible	100% After MSRA | $75 Consult Fee	Eligible Prior to MSRA (see above)	Eligible Prior to MSRA (see above)	Eligible Prior to MSRA (see above)
Emergency Room	Full MSRA	Eligible Prior to MSRA (see above)	Eligible Prior to MSRA (see above)	Eligible Prior to MSRA (see above)	Eligible Prior to MSRA (see above)	Eligible Prior to MSRA (see above)
Inpatient						
Hospitalization	100% After MSRA	100% After MSRA	100% After MSRA	60% After MSRA	70% After MSRA	80% After MSRA
Surgery	100% After MSRA	100% After MSRA	100% After MSRA	60% After MSRA	70% After MSRA	80% After MSRA
Outpatient						
Hospitalization	100% After MSRA	100% After MSRA	100% After MSRA	60% After MSRA	70% After MSRA	80% After MSRA
Surgery	100% After MSRA	100% After MSRA	100% After MSRA	60% After MSRA	70% After MSRA	80% After MSRA

1-6 Please see individual product tables for corresponding footnotes.

Rate Increase Effective DATE: 06/01/19

ALIERACARE™

Preventive, Primary & Hospitalization Care

Preventive, primary and hospitalization care services are fundamental to maintaining a healthy lifestyle. Aliera Healthcare's patient-centered approach offers a wide range of medical services and utilizes healthcare sharing communities to meet the unique needs and budgets of members and their families.

The preventive medical services offered follow the recommendations of the United States Preventive Services Task Force (evidence-based items or services rated A or B). Please see specific plan tables for details about the services included with each plan.

Preventive Services for Adults

- Blood Pressure Screening
- Cholesterol Screening
- Colorectal Cancer Screening
- Depression Screening
- Diet Counseling
- HIV Screening
- Type II Diabetes Screening

Preventive Services for Women

- Anemia Screening
- Bacteriuria and Urinary Tract Infection Screening
- BRCA Counseling
- Breast Cancer Chemoprevention Counseling
- Breast Cancer Screening
- Breastfeeding Comprehensive Support
- Cervical Cancer Screening
- Chlamydia Infection Screening
- Contraception Counseling
- Domestic Violence Counseling/ Screening
- Gestational Diabetes Screening
- Gonorrhea Screening
- HPV Testing (every three years)
- STI Counseling
- Syphilis Screening
- Tobacco Screening/Counseling

Preventive Services for Children

- Alcohol and Drug Use Assessment
- Autism Screening
- Behavioral Assessment
- Blood Pressure Screening
- Cervical Dysplasia Screening
- Congenital Hypothyroidism Screening
- Depression Screening
- Developmental Screening
- Dyslipidemia Screening
- Hearing Screening
- Height, Weight and Body Mass Index Measurement
- Hematocrit/Hemoglobin Screening
- Hemoglobinopathies/Sickle Cell Screening
- HIV Screening
- Lead Screening
- Obesity Screening/Counseling
- Phenylketonuria Screening
- STI Counseling/Screening
- Tuberculin Testing
- Vision Screening

Immunizations & Injections

- DTaP
- Haemophilus
- Hepatitis A
- Hepatitis B
- Herpes Zoster
- Human Papillomavirus
- Inactivated Poliovirus
- Influenza
- Influenza Type B
- Measles, Mumps, Rubella
- Meningococcal
- Pneumococcal
- Rotavirus
- Tetanus
- Varicella

Primary Care Services

- Allergy Testing through Blood Test (paid separately to the lab)
- Annual Physical Exams
- Application of Cast for Minor Non-displaced Fractures
- Application of Splint
- Audiometry
- Blood Sugar
- Carpal Tunnel Release
- Childhood Immunization (costs of vaccines are additional)
- Circumcision
- Discount Prescription Card
- Ear Irrigation for Wax
- Echocardiogram
- EKG
- Excision of Benign Skin Lesions
- Excision of Breast Mass (lumpectomy when possible)
- Excision of Malignant Skin Lesions
- Facet Joint Injections
- Family Planning
- Fecal Occult Blood Test
- Fine Needle Aspiration (thyroid, breast)
- Flu Vaccine
- Ganglion Cyst Removal
- Gynecological Care
- Gynecological Exam
- Holter Monitor
- I & D of Abscess
- IM/IV Treatments (cost of drug is not included)
- Imaging
- Joint Injections (steroid)
- Lab Test (blood, urine, stool)
- Lipoma Removal
- Lymph Node Biopsy
- Mammogram Screening
- Mole Removal/Skin Biopsy
- Nebulizer Treatment with Oxygen Concentrator
- Office-based Surgeries
- Pap Smear
- Partial or Full Nail Removal for Fungus, Ingrown Toenail
- Pediatric Care
- Pediatric Visits
- Pilonidal Cystectomy
- PPD (skin test for tuberculosis)
- Pregnancy Test
- Pulmonary Function Test (spirometry)
- Referral for Discounted Colonoscopy and Upper Endoscopy
- Referral for Discounted CT Scan and MRI
- Repair of Laceration
- Repair of Split Ear Lobes
- Routine Office Visits
- Rubber Band Hemorrhoidectomy
- Sebaceous Cyst Removal
- Second Opinions
- Shaving of Skin Lesions
- Skin Tag Removal
- Sonograms
- Tendon Injections (steroid)
- Tetanus Vaccine (after injury)
- Trigger Point Injections
- Uncomplicated Anal Fistulectomy
- Urgent Care during Office Hours
- Urinalysis
- Varicose Vein Ligation
- Vascular Studies (venous, carotid, peripheral duplex scans)
- Vitamin B-12 and Allergy Shot (steroid)
- Warts (genital, sole, hand)
- Weight Loss Management
- Wound Care with Debridement
- X-rays

Hospitalization Services

- Bariatric Center
- Cancer Institute
- Diabetes Education Program
- Emergency Services
- GI/Pulmonary Endoscopy Centers
- Heat & Vascular Institute
- Maternity
- Nutrition Services
- Radiology
- Rehabilitation
- Research
- Sleep Disorders Center
- Spine & Pain Treatment
- Sports Medicine
- Stroke Center
- Surgery
- Urodiagnostics

Rate Increase Effective DATE: 06/01/19

ALIERACARE™
VALUE | PLUS | PREMIUM

Affordable Everyday Healthcare Choices for the Family

AlieraCare Value | Plus | Premium (VPP) plans include a wide range of affordable healthcare solutions designed to meet the unique healthcare needs and budgets of individuals and families. These plans are recommended for primarily healthy people whose main healthcare goals are focused on preventive and primary medical care, as well as cost sharing for catastrophic events, hospitalization, and inpatient and outpatient surgical procedures.

AlieraCare Premium Plan Enhanced Services

- Physician-directed maintenance care for chronic conditions such as diabetes, asthma, high blood pressure and cardiac disorders
- Maternity care available to help reduce cost of deliveries
- Unlimited specialist visits after meeting MSRA
- Save up to 90% on your home-delivery prescriptions immediately with Rx Valet

Rate Increase Effective DATE: 06/01/19

ALIERACARE™
VALUE | PLUS | PREMIUM

VALUE PLAN DETAILS

PLAN SERVICES PER MEMBER ▶	Multiplan PHCS (in-network)	Non-Network
MSRA Options (per member)	$5,000 | $7,500 | $10,000	Not Eligible
Out-of-pocket Maximum (per member within sharing limits)	MSRA	Not Eligible
Per Incident Maximum Limit	$150,000	Not Eligible
Lifetime Maximum Limit	$1,000,000	Not Eligible
Section 1	**Services Eligible Prior to Meeting MSRA**	
The services in Section 1 are available to AlieraCare members upon enrollment. They do not require you to meet MSRA prior to using them.		
Telemedicine	Free	Not Eligible
Wellness & Preventive Care	Unlimited	Not Eligible
Primary Care[1]	1 Per Year | $20 Consult Fee	Not Eligible
Pediatrics	Eligible as PCP	Not Eligible
OB/GYN	Eligible as PCP	Not Eligible
Urgent Care	Not Eligible	Not Eligible
Labs & Diagnostics	Eligible at PCP	Not Eligible
X-rays	Not Eligible	Not Eligible
Chronic Maintenance	Eligible at PCP	Not Eligible
Prescription Discount	Included	Not Eligible
Section 2	**Services Eligible After Meeting MSRA**[2]	
The services in Section 2 require you to meet your selected MSRA amount before your medical expenses are eligible for member sharing.		
Specialty Care	Not Eligible	Not Eligible
Maternity	Not Eligible	Not Eligible
Emergency Room[3]	Full MSRA	Not Eligible
Inpatient Services		
Hospitalization	100% After MSRA	Not Eligible
Surgical[4]	100% After MSRA	Not Eligible
Outpatient Services		
Hospitalization	100% After MSRA	Not Eligible
Surgical[4]	100% After MSRA	Not Eligible

Rates	$5,000 MSRA			$7,500 MSRA			$10,000 MSRA		
Age[5]	Member	Member + 1	Family	Member	Member + 1	Family	Member	Member + 1	Family
18–29	$227.29	$384.60	$494.71	$203.71	$353.14	$471.11	$172.25	$313.81	$431.79
30–39	$279.75	$473.35	$608.88	$250.71	$434.63	$579.83	$211.99	$386.23	$531.43
40–49	$314.72	$532.52	$684.98	$282.05	$488.96	$652.31	$238.49	$434.51	$597.86
50–59	$370.35	$626.65	$806.06	$327.63	$567.98	$757.74	$277.03	$504.74	$694.49
60–64	$457.77	$774.57	$996.34	$410.26	$711.22	$948.82	$346.89	$632.02	$869.62

1. An annual physical is available as a PCP visit with the added value of a free physical after nine months of continuous membership; lifestyle lab testing not included.
2. Hospitalization, surgery and emergency room services for pre-existing conditions have a 24-month waiting period. All other healthcare services for pre-existing conditions are eligible upon effective date. Sharing eligibility for new occurrences of cancer is provided after 12 months of continuous membership.
3. Emergency room cost sharing is subject to review and is only meant for life-threatening situations.
4. Non-emergency surgical services are unavailable for the first six months for Value. Surgical services do not include cosmetic surgery.
5. Members under the age of 20 or full-time students ages 20 to 26 can qualify as a dependent. Add $50 per additional dependent for families of six or more.

Administrative and conditional fees: $125 one-time enrollment fee. Add $60 per member who smokes. To increase per incident maximum limit an additional $500,000, add $130 per member.

Trinity HealthShare plans follow medical eligibility review protocols described in the plan but are not a promise to pay.

Rate Increase Effective DATE: 06/01/19

ALIERACARE™
VALUE | PLUS | PREMIUM

PLUS PLAN DETAILS

PLAN SERVICES PER MEMBER ▶	Multiplan PHCS (in-network)	Non-Network
MSRA Options (per member)	$5,000 | $7,500 | $10,000	Not Eligible
Out-of-pocket Maximum (per member within sharing limits)	MSRA	Not Eligible
Per Incident Maximum Limit	$250,000	Not Eligible
Lifetime Maximum Limit	$1,000,000	Not Eligible
Section 1	**Services Eligible Prior to Meeting MSRA**	
The services in Section 1 are available to AlieraCare members upon enrollment. They do not require you to meet MSRA prior to using them.		
Telemedicine	Free	Not Eligible
Wellness & Preventive Care	Unlimited	Not Eligible
Primary Care[1]	3 Per Year | $20 Consult Fee	Not Eligible
Pediatrics	Eligible as PCP	Not Eligible
OB/GYN	Eligible as PCP	Not Eligible
Urgent Care	1 Per Year | $20 Consult Fee	Not Eligible
Labs & Diagnostics	Eligible at PCP or Urgent Care	Not Eligible
X-rays[2]	Eligible at Urgent Care	Not Eligible
Chronic Maintenance	Eligible at PCP or Urgent Care	Not Eligible
Emergency Room[3]	$500 Consult Fee	Not Eligible
Prescription Discount	Included	Not Eligible
Section 2	**Services Eligible After Meeting MSRA**[4]	
The services in Section 2 require you to meet your selected MSRA amount before your medical expenses are eligible for member sharing.		
Specialty Care	Not Eligible	Not Eligible
Maternity	Not Eligible	Not Eligible
Inpatient Services		
Hospitalization	100% After MSRA	Not Eligible
Surgical[5]	100% After MSRA	Not Eligible
Outpatient Services		
Hospitalization	100% After MSRA	Not Eligible
Surgical[5]	100% After MSRA	Not Eligible

Rates	$5,000 MSRA			$7,500 MSRA			$10,000 MSRA		
Age[6]	Member	Member + 1	Family	Member	Member + 1	Family	Member	Member + 1	Family
18–29	$274.47	$395.36	$547.26	$258.76	$384.60	$518.31	$211.57	$353.14	$463.25
30–39	$337.55	$486.32	$673.26	$318.48	$473.35	$637.91	$260.39	$434.63	$570.15
40–49	$379.61	$546.96	$757.27	$358.28	$532.52	$717.65	$292.94	$488.96	$641.42
50–59	$460.06	$665.09	$921.40	$416.18	$618.58	$833.63	$340.29	$567.98	$745.09
60–64	$568.66	$822.09	$1,138.89	$521.14	$774.57	$1,043.86	$426.09	$711.22	$932.97

1. An annual physical is available as a PCP visit with the added value of a free physical after nine months of continuous membership; lifestyle lab testing not included.
2. $25 per x-ray read fee at urgent care, may vary by city.
3. Emergency room cost sharing is subject to review and is only meant for life-threatening situations. If at the time during the emergency room visit the member is admitted to the hospital, the $500 consult fee will be applied to the MSRA.
4. Hospitalization, surgery and emergency room services for pre-existing conditions have a 24-month waiting period. All other healthcare services for pre-existing conditions are eligible upon effective date. Sharing eligibility for new occurrences of cancer is provided after 12 months of continuous membership.
5. Non-emergency surgical services are unavailable for the first six months for Plus. Surgical services do not include cosmetic surgery.
6. Members under the age of 20 or full-time students ages 20 to 26 can qualify as a dependent. Add $50 per additional dependent for families of six or more.

Administrative and conditional fees: $125 one-time enrollment fee. Add $60 per member who smokes. To increase per incident maximum limit an additional $500,000, add $130 per member.

Trinity HealthShare plans follow medical eligibility review protocols described in the plan but are not a promise to pay.

Rate Increase Effective DATE: 06/01/19

ALIERACARE™
VALUE | PLUS | PREMIUM

PREMIUM PLAN

PLAN SERVICES PER MEMBER ▶	Multiplan PHCS (in-network)	Non-Network
MSRA Options (per member)	$5,000 | $7,500 | $10,000	Not Eligible
Out-of-pocket Maximum (per member within sharing limits)	MSRA	Not Eligible
Per Incident Maximum Limit	$500,000	Not Eligible
Lifetime Maximum Limit	$1,000,000	Not Eligible
Section 1	**Services Eligible Prior to Meeting MSRA**	
The services in Section 1 are available to AlieraCare members upon enrollment. They do not require you to meet MSRA prior to using them.		
Telemedicine	Free	Not Eligible
Wellness & Preventive Care	Unlimited	Not Eligible
Primary Care[1]	5 Per Year | $20 Consult Fee	Not Eligible
Pediatrics	Eligible as PCP	Not Eligible
OB/GYN	Eligible as PCP	Not Eligible
Urgent Care	2 Per Year | $20 Consult Fee	Not Eligible
Labs & Diagnostics	Eligible at PCP or Urgent Care	Not Eligible
X-rays[2]	Eligible at Urgent Care	Not Eligible
Chronic Maintenance	Eligible at PCP, Urgent Care or Specialty Care	Not Eligible
Emergency Room[3]	$300 Consult Fee	Not Eligible
Prescription Discount	Included	Not Eligible
Section 2	**Services Eligible After Meeting MSRA**[4]	
The services in Section 2 require you to meet your selected MSRA amount before your medical expenses are eligible for member sharing.		
Specialty Care[5]	100% After MSRA | $75 Consult Fee Per Visit	Not Eligible
Maternity[6]	Eligible	Not Eligible
Inpatient Services		
Hospitalization	100% After MSRA	Not Eligible
Surgical[7]	100% After MSRA	Not Eligible
Outpatient Services		
Hospitalization	100% After MSRA	Not Eligible
Surgical[7]	100% After MSRA	Not Eligible

Rates	$5,000 MSRA			$7,500 MSRA			$10,000 MSRA		
Age[8]	Member	Member +1	Family	Member	Member +1	Family	Member	Member +1	Family
18–29	$321.68	$447.52	$620.55	$282.35	$416.06	$581.23	$250.89	$384.60	$510.44
30–39	$395.91	$550.79	$763.75	$347.51	$512.08	$715.35	$308.79	$473.35	$628.23
40–49	$445.40	$619.64	$859.22	$390.95	$576.08	$804.77	$347.39	$532.52	$706.76
50–59	$524.14	$729.17	$1,011.11	$454.14	$669.18	$934.83	$403.54	$618.58	$820.98
60–64	$647.86	$901.29	$1,249.77	$568.66	$837.94	$1,170.57	$505.29	$774.57	$1,028.02

1. An annual physical is available as a PCP visit with the added value of a free physical after nine months of continuous membership; lifestyle lab testing not included.
2. $25 per x-ray read fee at urgent care, may vary by city.
3. Emergency room cost sharing is subject to review and is only meant for life-threatening situations. If at the time during the emergency room visit the member is admitted to the hospital, the $300 consult fee will be applied to the MSRA.
4. Hospitalization, surgery and emergency room services for pre-existing conditions have a 24-month waiting period. All other healthcare services for pre-existing conditions are eligible upon effective date. Sharing eligibility for new occurrences of cancer is provided after 12 months of continuous membership.
5. The consult fee is in addition to the cost of your specialty care visit and does not apply toward your annual MSRA.
6. Maternity services are eligible after the first ten months of continuous membership and include $5,000 max for physician vaginal delivery; $8,000 max for physician caesarean; $50,000 max for complications of mother and child.
7. Non-emergency surgical services are unavailable for the first two months for Premium. Surgical services do not include cosmetic surgery.
8. Members under the age of 20 or full-time students ages 20 to 26 can qualify as a dependent. Add $50 per additional dependent for families of six or more.

Administrative and conditional fees: $125 one-time enrollment fee. Add $60 per member who smokes. To increase per incident maximum limit an additional $500,000, add $130 per member.

Trinity HealthShare plans follow medical eligibility review protocols described in the plan but are not a promise to pay.

Rate Increase Effective DATE: 06/01/19

ALIERACARE™
BRONZE | SILVER | GOLD

Affordable Comprehensive Healthcare Choices for the Family

AlieraCare Bronze | Silver | Gold (BSG) plans offer a wide range of comprehensive healthcare solutions that are affordable alternatives to traditional medical insurance. AlieraCare BSG puts the power of quality healthcare choices back into the hands of individuals and their families.

AlieraCare Bronze | Silver | Gold enhanced services:

- Unlimited in-network primary care, urgent care and specialty care
- Cost sharing is available for new diagnosis of cancer
- Specific sharing eligible for some pre-existing conditions
- Lower MSRA options
- Prenatal and maternity cost sharing
- Out-of-network cost sharing options
- Save up to 90% on your home-delivery prescriptions immediately with Rx Valet

Rate Increase Effective DATE: 06/01/19

ALIERACARE™
BRONZE | SILVER | GOLD

BRONZE PLAN DETAILS

PLAN SERVICES PER MEMBER ▶	Multiplan PHCS (in-network)	Non-Network
MSRA Options (per member)	$1,000 | $2,500 | $5,000 | $10,000	
MSRA Options (per family of 3+ members)	$3,000 | $7,500 | $15,000 | $30,000	
Out-of-pocket Maximum (per member within sharing limits)	$3,000 | $7,500 | $15,000 | $30,000	$6,000 | $15,000 | $30,000 | $60,000
Out-of-pocket Maximum (per family within sharing limits)	$9,000 | $22,500 | $45,000 | $90,000	$18,000 | $45,000 | $90,000 | $180,000
Lifetime Maximum Limit	$1,000,000	$1,000,000
Co-expense	Plan Shares: 60% | You Share: 40%	Plan Shares: 50% | You Share: 50%
Section 1	**Services Eligible Prior to Meeting MSRA**	
The services in Section 1 are available to AlieraCare members upon enrollment. They do not require you to meet MSRA prior to using them.		
Telemedicine	Free	Not Eligible
Wellness & Preventive Care	Unlimited	Plan Shares: 50% | You Share: 50%
Primary Care	$50 Consult Fee	Plan Shares: 50% | You Share: 50%
Pediatrics	$50 Consult Fee	Plan Shares: 50% | You Share: 50%
OB/GYN	$50 Consult Fee	Plan Shares: 50% | You Share: 50%
Specialty Care	$125 Consult Fee	Plan Shares: 50% | You Share: 50%
Urgent Care	$100 Consult Fee	Plan Shares: 50% | You Share: 50%
Emergency Room[1,2]	$500 Consult Fee	$500 Consult Fee
Section 2	**Services Eligible After Meeting MSRA**[2, 3]	
The services in Section 2 require you to meet your selected MSRA amount before your medical expenses are eligible for member sharing.		
Maternity[4]	Prenatal: Included | Delivery: Included	Plan Shares: 50% | You Share: 50%
Generic & Non-preferred Prescription	Discount | No Cost Sharing	Not Eligible
Preferred Prescription[5]	Discount | 50% Cost Sharing	Not Eligible
Mail Order Prescription[5]	Discount | 75% Cost Sharing	Not Eligible
Inpatient Services[6]		
Hospitalization	Plan Shares: 60% | You Share: 40%	Plan Shares: 50% | You Share: 50%
Surgical[7]	Plan Shares: 60% | You Share: 40%	Plan Shares: 50% | You Share: 50%
Outpatient Services[6]		
Hospitalization	Plan Shares: 60% | You Share: 40%	Plan Shares: 50% | You Share: 50%
Surgical[7]	Plan Shares: 60% | You Share: 40%	Plan Shares: 50% | You Share: 50%

Rates	$1,000 MSRA			$2,500 MSRA			$5,000 MSRA			$10,000 MSRA		
Age[8]	Member	Member +1	Family	Member	Member +1	Family	Member	Member +1	Family	Member	Member +1	Family
18–29	$393.01	$589.52	$786.02	$352.35	$528.54	$704.71	$325.25	$487.88	$650.51	$260.20	$390.31	$520.40
30–39	$491.26	$736.89	$982.52	$440.45	$660.66	$880.89	$406.57	$609.85	$813.12	$325.25	$487.88	$650.51
40–49	$540.39	$810.58	$1,105.34	$484.49	$726.74	$991.00	$447.22	$670.83	$914.77	$357.77	$536.66	$731.81
50–59	$702.40	$1,209.68	$1,430.80	$621.63	$1,070.58	$1,266.28	$573.81	$988.23	$1,168.87	$459.05	$790.58	$935.09
60–64	$937.86	$1,634.57	$1,741.75	$840.85	$1,465.48	$1,561.57	$776.17	$1,352.75	$1,441.45	$620.94	$1,082.20	$1,153.16

1. Emergency room cost sharing is subject to review and is only meant for life-threatening situations. If at the time during the emergency room visit the member is admitted to the hospital, the $500 consult fee will be applied to the MSRA.
2. Hospitalization, surgery and emergency room services for pre-existing conditions have a 24-month waiting period. All other healthcare services for pre-existing conditions are eligible upon effective date.
3. Pre-existing conditions: chronic or recurrent conditions that have shown symptoms and/or received treatment within the past 24 months are not eligible for sharing during the first 24 months of membership. On the 25th month of continuous membership, the condition will no longer be subject to the pre-existing condition sharing limitations.
4. Maternity services are included at plan co-expense (plan pays 60% after MSRA in-network and 50% after MSRA non-network); unlimited for physician vaginal delivery; $8,000 max for physician caesarean; $50,000 max for complications of mother and child.
5. Prescriptions are eligible for cost sharing through Rx Valet by the percentage shown once a separate prescription MSRA of $1,500 has been met. Members are required to pay prescription cost out of pocket before submitting receipts. There is a maximum reimbursement of $4,000 per plan year.
6. Imaging (CT scans, PET scans, MRIs); labs & diagnostics; x-rays and diagnostic imaging will be eligible at co-expense (plan pays 60% after MSRA in-network and 50% after MSRA non-network).
7. Non-emergency surgical services are unavailable for the first two months for Bronze. Surgical services do not include cosmetic surgery.
8. Members under the age of 20 or full-time students ages 20 to 26 can qualify as a dependent.

Administrative and conditional fees: $125 one-time enrollment fee. Add $60 per member who smokes.

Trinity HealthShare plans follow medical eligibility review protocols described in the plan but are not a promise to pay.

Rate Increase Effective DATE: 06/01/19

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SILVER PLAN DETAILS

PLAN SERVICES PER MEMBER ▶	Multiplan PHCS (in-network)	Non-Network
MSRA Options (per member)	$1,000 | $2,500 | $5,000 | $10,000	
MSRA Options (per family of 3+ members)	$3,000 | $7,500 | $15,000 | $30,000	
Out-of-pocket Maximum (per member within sharing limits)	$3,000 | $7,500 | $15,000 | $30,000	$6,000 | $15,000 | $30,000 | $60,000
Out-of-pocket Maximum (per family within sharing limits)	$9,000 | $22,500 | $45,000 | $90,000	$18,000 | $45,000 | $90,000 | $180,000
Lifetime Maximum Limit	$1,000,000	$1,000,000
Co-expense	Plan Shares: 70% | You Share: 30%	Plan Shares: 60% | You Share: 40%
Section 1	**Services Eligible Prior to Meeting MSRA**	
The services in Section 1 are available to AlieraCare members upon enrollment. They do not require you to meet MSRA prior to using them.		
Telemedicine	Free	Not Eligible
Wellness & Preventive Care	Unlimited	Plan Shares: 60% | You Share: 40%
Primary Care	$35 Consult Fee	Plan Shares: 60% | You Share: 40%
Pediatrics	$35 Consult Fee	Plan Shares: 60% | You Share: 40%
OB/GYN	$35 Consult Fee	Plan Shares: 60% | You Share: 40%
Specialty Care	$75 Consult Fee	Plan Shares: 60% | You Share: 40%
Urgent Care	$75 Consult Fee	Plan Shares: 60% | You Share: 40%
Emergency Room[1,2]	$300 Consult Fee	$500 Consult Fee
Section 2	**Services Eligible After Meeting MSRA**[2, 3]	
The services in Section 2 require you to meet your selected MSRA amount before your medical expenses are eligible for member sharing.		
Maternity[4]	Prenatal: Included | Delivery: Included	Plan Shares: 60% | You Share: 40%
Generic & Non-preferred Prescription	Discount | No Cost Sharing	Not Eligible
Preferred Prescription[5]	Discount | 50% Cost Sharing	Not Eligible
Mail Order Prescription[5]	Discount | 75% Cost Sharing	Not Eligible
Inpatient Services[6]		
Hospitalization	Plan Shares: 70% | You Share: 30%	Plan Shares: 60% | You Share: 40%
Surgical[7]	Plan Shares: 70% | You Share: 30%	Plan Shares: 60% | You Share: 40%
Outpatient Services[6]		
Hospitalization	Plan Shares: 70% | You Share: 30%	Plan Shares: 60% | You Share: 40%
Surgical[7]	Plan Shares: 70% | You Share: 30%	Plan Shares: 60% | You Share: 40%

Rates	$1,000 MSRA			$2,500 MSRA			$5,000 MSRA			$10,000 MSRA		
Age[8]	Member	Member +1	Family	Member	Member +1	Family	Member	Member +1	Family	Member	Member +1	Family
18–29	$471.61	$707.42	$943.23	$422.83	$634.24	$845.65	$390.31	$585.45	$780.60	$312.24	$468.36	$624.48
30–39	$589.52	$884.28	$1,179.03	$528.54	$792.80	$1,057.06	$487.88	$731.81	$975.75	$390.31	$585.45	$780.60
40–49	$648.46	$972.71	$1,326.41	$581.38	$872.08	$1,189.20	$536.66	$805.00	$1,097.72	$429.34	$644.00	$878.17
50–59	$842.88	$1,451.62	$1,716.97	$745.95	$1,284.69	$1,519.53	$688.57	$1,185.87	$1,402.65	$550.86	$948.69	$1,122.11
60–64	$1,125.44	$1,961.48	$2,090.11	$1,009.02	$1,758.57	$1,873.89	$931.40	$1,623.29	$1,729.74	$745.12	$1,298.63	$1,383.80

1. Emergency room cost sharing is subject to review and is only meant for life-threatening situations. If at the time during the emergency room visit the member is admitted to the hospital, the $300 consult fee will be applied to the MSRA.
2. Hospitalization, surgery and emergency room services for pre-existing conditions have a 24-month waiting period. All other healthcare services for pre-existing conditions are eligible upon effective date.
3. Pre-existing conditions: during the first 24 months of continuous membership, sharing is available up to $10,000 of total medical expenses incurred for pre-existing conditions per plan year, only after a separate MSRA equal to two times your plan MSRA has been met. On the 25th month of continuous membership, the condition will no longer be subject to the preexisting condition sharing limitations.
4. Maternity services are included at plan co-expense (plan pays 70% after MSRA in-network and 60% after MSRA non-network); unlimited for physician vaginal delivery; $8,000 max for physician caesarean; $50,000 max for complications of mother and child.
5. Prescriptions are eligible for cost sharing through Rx Valet by the percentage shown once a separate prescription MSRA of $1,500 has been met. Members are required to pay prescription cost out of pocket before submitting receipts. There is a maximum reimbursement of $4,000 per plan year.
6. Imaging (CT scans, PET scans, MRIs); labs & diagnostics; x-rays and diagnostic imaging will be eligible at co-expense (plan pays 70% after MSRA in-network and 60% after MSRA non-network).
7. Non-emergency surgical services are unavailable for the first two months for Silver. Surgical services do not include cosmetic surgery.
8. Members under the age of 20 or full-time students ages 20 to 26 can qualify as a dependent.

Administrative and conditional fees: $125 one-time enrollment fee. Add $60 per member who smokes.

Trinity HealthShare plans follow medical eligibility review protocols described in the plan but are not a promise to pay.

Rate Increase Effective DATE: 06/01/19

GOLD PLAN

ALIERACARE™
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PLAN SERVICES PER MEMBER ▶	Multiplan PHCS (in-network)	Non-Network
MSRA Options (per member)	$1,000 | $2,500 | $5,000 | $10,000	
MSRA Options (per family of 3+ members)	$3,000 | $7,500 | $15,000 | $30,000	
Out-of-Pocket Maximum (per member within sharing limits)	$3,000 | $7,500 | $15,000 | $30,000	$6,000 | $15,000 | $30,000 | $60,000
Out-of-Pocket Maximum (per family within sharing limits)	$9,000 | $22,500 | $45,000 | $90,000	$18,000 | $45,000 | $90,000 | $180,000
Lifetime Maximum Limit	$1,000,000	$1,000,000
Co-Expense	Plan Shares: 80% | You Share: 20%	Plan Shares: 70% | You Share: 30%
Section 1	**Services Eligible Prior to Meeting MSRA**	
The services in Section 1 are available to AlieraCare members upon enrollment. They do not require you to meet MSRA prior to using them.		
Telemedicine	Free	Not Eligible
Wellness & Preventive Care	Unlimited	Plan Shares: 70% | You Share: 30%
Primary Care	$20 Consult Fee	Plan Shares: 70% | You Share: 30%
Pediatrics	$20 Consult Fee	Plan Shares: 70% | You Share: 30%
OB/GYN	$20 Consult Fee	Plan Shares: 70% | You Share: 30%
Specialty Care	$75 Consult Fee	Plan Shares: 70% | You Share: 30%
Urgent Care	$75 Consult Fee	Plan Shares: 70% | You Share: 30%
Emergency Room[1,2]	$150 Consult Fee	$300 Consult Fee
Section 2	**Services Eligible After Meeting MSRA**[2,3]	
The services in Section 2 require you to meet your selected MSRA amount before your medical expenses are eligible for member sharing.		
Maternity[4]	Prenatal: Included | Delivery: Included	Plan Shares: 70% | You Share: 30%
Generic & Non-preferred Prescription	Discount | No Cost Sharing	Not Eligible
Preferred Prescription[5]	Discount | 50% Cost Sharing	Not Eligible
Mail Order Prescription[5]	Discount | 75% Cost Sharing	Not Eligible
Inpatient Services[6]		
Hospitalization	Plan Shares: 80% | You Share: 20%	Plan Shares: 70% | You Share: 30%
Surgical[7]	Plan Shares: 80% | You Share: 20%	Plan Shares: 70% | You Share: 30%
Outpatient Services[6]		
Hospitalization	Plan Shares: 80% | You Share: 20%	Plan Shares: 70% | You Share: 30%
Surgical[7]	Plan Shares: 80% | You Share: 20%	Plan Shares: 70% | You Share: 30%

Rates	$1,000 MSRA			$2,500 MSRA			$5,000 MSRA			$10,000 MSRA		
Age[8]	Member	Member +1	Family	Member	Member +1	Family	Member	Member +1	Family	Member	Member +1	Family
18–29	$524.02	$786.02	$1,048.03	$469.80	$704.71	$939.61	$433.66	$650.51	$867.34	$346.94	$520.40	$693.86
30–39	$655.02	$982.52	$1,310.03	$587.26	$880.89	$1,174.52	$542.08	$813.12	$1,084.17	$433.66	$650.51	$867.34
40–49	$720.52	$1,080.78	$1,473.79	$645.98	$968.97	$1,321.33	$596.29	$894.44	$1,219.69	$477.03	$715.55	$975.75
50–59	$936.52	$1,612.91	$1,907.74	$828.83	$1,427.43	$1,688.37	$765.08	$1,317.63	$1,558.49	$612.06	$1,054.11	$1,246.80
60–64	$1,250.49	$2,179.43	$2,322.34	$1,121.13	$1,953.97	$2,082.09	$1,034.89	$1,803.66	$1,921.94	$827.91	$1,442.93	$1,537.55

1. Emergency room cost sharing is subject to review and is only meant for life-threatening situations. If at the time during the emergency room visit the member is admitted to the hospital, the $150 consult fee will be applied to the MSRA.
2. Hospitalization, surgery and emergency room services for pre-existing conditions have a 24-month waiting period. All other healthcare services for pre-existing conditions are eligible upon effective date.
3. Pre-existing conditions: during the first 24 months of continuous membership, sharing is available up to $20,000 of total medical expenses incurred for pre-existing conditions per plan year, only after a separate MSRA equal to two times your plan MSRA has been met. On the 25th month of continuous membership, the condition will no longer be subject to the preexisting condition sharing limitations.
4. Maternity services are included at plan co-expense (plan pays 80% after MSRA in-network and 70% after MSRA non-network); unlimited for physician vaginal delivery; $8,000 max for physician caesarean; $50,000 max for complications of mother and child.
5. Prescriptions are eligible for cost sharing through Rx Valet by the percentage shown once a separate prescription MSRA of $1,500 has been met. Members are required to pay prescription cost out of pocket before submitting receipts. There is a maximum reimbursement of $4,000 per plan year.
6. Imaging (CT scans, PET scans, MRIs); labs & diagnostics; x-rays and diagnostic imaging will be eligible at co-expense (plan pays 80% after MSRA in-network and 70% after MSRA non-network).
7. Non-emergency surgical services are unavailable for the first two months for Gold. Surgical services do not include cosmetic surgery.
8. Members under the age of 20 or full-time students ages 20 to 26 can qualify as a dependent.

Administrative and conditional fees: $125 one-time enrollment fee. Add $60 per member who smokes.

Trinity HealthShare plans follow medical eligibility review protocols described in the plan but are not a promise to pay.

Rate Increase Effective DATE: 06/01/19

ALIERACARE™

STATEMENT OF BELIEFS

Because Trinity HealthShare, Inc. is a religious organization, members are required to agree with the organization's 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 they are 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 advisor.

LEGAL NOTICES

The following legal notices are required by state regulation, and are intended to notify individuals that health care sharing ministry plans 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 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, Inc. is not an insurance company, and membership is not offered through an insurance company. Trinity HealthShare, Inc. is not subject to the regulatory requirements or consumer protections of the Florida Insurance Code.

Georgia Statute 33-1-20
Notice: The organization facilitating the sharing of medical expenses is not an insurance company, and neither its guidelines nor plan of operation is an insurance policy. Whether anyone chooses to assist you with your medical bills will be totally voluntary because no other participant will be compelled by law to contribute toward your medical bills. As such, participation in the organization or a subscription to any of its documents should never be considered to be insurance. Regardless of whether you receive any payment for medical expenses or whether this organization continues to operate, you are always personally responsible for the payment of your own medical bills.

Idaho Statute 41-121
Notice: The organization facilitating the sharing of medical expenses is not an insurance company, and neither its guidelines nor plan of operation is an insurance policy. Whether anyone chooses to assist you with your medical bills will be totally voluntary because no other participant will be compelled by law to contribute toward your medical bills. As such, participation in the organization or a subscription to any of its documents should never be considered to be insurance.

Rate Increase Effective DATE: 06/01/19

ALIERACARE™

STATE SPECIFIC NOTICES (CONTINUED)

Regardless of whether you receive any payment for medical expenses or whether this organization continues to operate, you are always personally responsible for the payment of your own medical bills.

Illinois Statute 215-5/4-Class 1-b
Notice: The organization facilitating the sharing of medical expenses is not an insurance company, and neither its guidelines nor plan of operation constitute or create an insurance policy. Any assistance you receive with your medical bills will be totally voluntary. As such, participation in the organization or a subscription to any of its documents should never be considered to be insurance. Whether or not you receive any payments for medical expenses and whether or not this organization continues to operate, you are always personally responsible for the payment of your own medical bills.

Indiana Code 27-1-2.1
Notice: The organization facilitating the sharing of medical expenses is not an insurance company, and neither its guidelines nor its plan of operation is an insurance policy. Any assistance you receive with your medical bills will be totally voluntary. Neither the organization nor any other participant can be compelled by law to contribute toward your medical bills. As such, participation in the organization or a subscription to any of its documents should never be considered to be insurance. Whether or not you receive any payments for medical expenses and whether or not this organization continues to operate, you are always personally responsible for the payment of your own medical bills.

Kentucky Revised Statute 304.1-120 (7)
Notice: Under Kentucky law, the religious organization facilitating the sharing of medical expenses is not an insurance company, and its guidelines, plan of operation, or any other document of the religious organization do not constitute or create an insurance policy. Participation in the religious organization or a subscription to any of its documents shall not be considered insurance. Any assistance you receive with your medical bills will be totally voluntary. Neither the organization nor any participant shall be compelled by law to contribute toward your medical bills. Whether or not you receive any payments for medical expenses, and whether or not this organization continues to operate, you shall be personally responsible for the payment of your medical bills.

Louisiana Revised Statute Title 22-318,319
Notice: The ministry facilitating the sharing of medical expenses is not an insurance company. Neither the guidelines nor the plan of operation of the ministry constitutes an insurance policy. Financial assistance for the payment of medical expenses is strictly voluntary. Participation in the ministry or a subscription to any publication issued by the ministry shall not be considered as enrollment in any health insurance plan or as a waiver of your responsibility to pay your medical expenses.

Maine Revised Statute Title 24-A, §704, sub-§3
Notice: The organization facilitating the sharing of medical expenses is not an insurance company and neither its guidelines nor plan of operation is an insurance policy. Whether anyone chooses to assist you with your medical bills will be totally voluntary because no other participant will be compelled by law to contribute toward your medical bills. Participation in the organization or a subscription to any of its documents should never be considered to be insurance. Regardless of whether you receive payment for medical expenses or whether this organization continues to operate, you are always personally responsible for the payment of your own medical bills.

Maryland Article 48, Section 1-202(4)
Notice: This publication is not issued by an insurance company nor is it offered through an insurance company. It does not guarantee or promise that your medical bills will be published or assigned to others for payment. No other subscriber will be compelled to contribute toward the cost of your medical bills. Therefore, this publication should never be considered a substitute for an insurance policy. This activity is not regulated by the State Insurance Administration, and your liabilities are not covered by the Life and Health Guaranty Fund. Whether or not you receive any payments for medical expenses and whether or not this entity continues to operate, you are always liable for any unpaid bills.

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.

ALIERACARE™

Nebraska Revised Statute Chapter 44-311
IMPORTANT NOTICE. This organization is not an insurance company, and its product should never be considered insurance. If you join this organization instead of purchasing health insurance, you will be considered uninsured. By the terms of this agreement, whether anyone chooses to assist you with your medical bills as a participant of this organization will be totally voluntary, and neither the organization nor any participant can be compelled by law to contribute toward your medical bills. Regardless of whether you receive payment for medical expenses or whether this organization continues to operate, you are always personally responsible for the payment of your own medical bills. This organization is not regulated by the Nebraska Department of Insurance. You should review this organization's guidelines carefully to be sure you understand any limitations that may affect your personal medical and financial needs.

New Hampshire Section 126-V:1
IMPORTANT NOTICE: This organization is not an insurance company, and its product should never be considered insurance. If you join this organization instead of purchasing health insurance, you will be considered uninsured. By the terms of this agreement, whether anyone chooses to assist you with your medical bills as a participant of this organization will be totally voluntary, and neither the organization nor any participant can be compelled by law to contribute toward your medical bills. Regardless of whether you receive payment for medical expenses or whether this organization continues to operate, you are always personally responsible for the payment of your own medical bills. This organization is not regulated by the New Hampshire Insurance Department. You should review this organization's guidelines carefully to be sure you understand any limitations that may affect your personal medical and financial needs.

North Carolina Statute 58-49-12
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 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.

Brochure and product are not available for sale in AK, HI, MD, ME, MT, ND, PR, SD, VT, WY. Limitation subject to change without prior notice.

Presented by:

ALIERA™ HEALTHCARE | TRINITY℠ HealthShare

AlieraHealthcare.com | 844-834-3456

This is NOT insurance.

AlieraCare_SellSheet_041719_FINv2

Cause No. D-1-GN-19-003388

STATE OF TEXAS, Plaintiff, v. THE ALIERA COMPANIES INC., F/K/A ALIERA HEALTHCARE, INC.; SHARITY MINISTRIES, INC., F/K/A TRINITY HEALTHSHARE, INC.; SHELLEY STEELE MOSES; TIMOTHY CANDACE MOSES, CHASE MOSES, and WILLIAM H. THEAD III, Defendants	§ § § § § § § § § § § § §	IN THE DISTRICT COURT OF TRAVIS COUNTY, TEXAS 53RD JUDICIAL DISTRICT

SECOND AMENDED PETITION AND APPLICATION FOR CIVIL PENALTIES, RESTITUTION AND TEMPORARY AND PERMANENT INJUNCTION

EXHIBIT D

Healthcare Cost Sharing

Learn about how Healthcare Cost Sharing works

Everyday Programs	Comprehens Programs	Catastrophi Programs	Interim Programs
as low as	as low as	as low as	as low as
$173	$261	$105	$91
VIEW PROGRAM OPTIONS	VIEW PROGRAM OPTIONS	VIEW PROGRAM OPTIONS	VIEW PROGRAM OPTIONS
THIS IS NOT AN INSURANCE PRODUCT.	THIS IS NOT AN INSURANCE PRODUCT.	THIS IS NOT AN INSURANCE PRODUCT.	THIS IS NOT AN INSURANCE PRODUCT.

Trinity HealthShare Programs are exclusively offered through ENSURIAN

Healthcare sharing is not insurance.

Enroll Now & Save Up to 35%!

Fill out the form or call us at 855-208-6572

First Name Last Name

Email Address

Phone Number

Age ZIP Code

By clicking on the button below, you are requesting more information from Trinity HealthShare.

TALK TO AN AGENT

Medical Cost Sharing: A Viable Alternative to Traditional Healthcare

With the rising costs of health insurance, people are looking for alternatives. Nobody wants to pay more for less, yet that is what is happening in the insurance market today: Coverage is going down as cost is going up. Trinity HealthShare's medical cost sharing programs provide affordable and effective alternatives for those who believe in individual responsibility, healthy living, and caring for one another.

BECOME A MEMBER (855) 208-6572

Trinity HealthShare is a Health Care Sharing Ministry (HCSM) and not traditional health insurance.

Traditional Health Insurance

Premiums
Every month, members pay a fee to insurance companies for coverage.

Deductibles
Before the insurance pays any bills, the deductible must be met. Once it's met, only a percentage of each bill is covered until the member reaches the maximum out-of-pocket. Some insurances have a separate prescription deductible.

Copays
Every time a member goes to the doctor, lab, specialist, hospital or picks up a prescription, he or she must pay a copay that does not go towards the deductible.

Maximum out-of-pocket
All expenses except for co-expenses add together to reach the member's maximum out-of-pocket. Once it is reached, the insurance cost-shares 100%.

Trinity HealthShare – HCSM

Contributions
Every month, members send their contributions (premiums) to Trinity HealthShare where they're deposited into the members' "shareboxes," awaiting dispersal to a member's medical bills.

Member Shared Responsibility Amount (MSRA)
Similar to a deductible in that it is a set amount that must be met before medical bills are paid, once the MSRA is met, the money from members' shareboxes are used to cover eligible medical expenses.

Co-expenses
Every time a member goes to the doctor, specialist or hospital, a co-expense is paid.

Maximum out-of-pocket
All expenses except for co-expenses add together to reach the member's maximum out-of-pocket amount. Once the maximum out-of-pocket amount is reached, Trinity HealthShare cost-shares 100%.

Telemedicine
Helping members eliminate expenses, individuals can "see" a U.S. board-certified doctor over the phone or via video chat at no expense. These doctors can make diagnoses, write prescriptions, and make referrals.

In addition to eliminating hidden costs, health care sharing ministries encourage wholesome living by requiring members to sign agreements stating they will maintain a healthy lifestyle and avoid foods, behaviors or habits that produce sickness or disease in themselves or others. A healthy way of life translates into lower monthly contributions and lower medical costs for the membership as a whole. Higher MSRAs also help reduce monthly contributions, allowing members to set aside the savings to

Trinity HealthShare is a HCSM and bases its principles of healthcare upon

Learn about how healthcare sharing programs work.

Trinity HealthShare's healthcare sharing programs are quite simple, with only six steps involved.

1

Member Contribution

You send your contribution to Trinity

Everyone's monthly "share" is placed in their "Sharefile" until it is matched to another member's eligible bills.

2

Activate

Activate Your Membership

Activate your membership through our partners website here.

3

Visit Network Doctor

Call the concierge line for appointments

Show your member ID when you experience medical costs. Your doctor should recognize the network.

4

Doctor Submits Bill

Your doctor sends the bill to Trinity

Your doctor sends bills electronically to Trinity HealthShare or the TPA for Trinity. Trinity performs an analysis and pays a reasonable

5

We Share Bill

Everyone shares in the cost

Members contribute from their "Sharefile" to your secure online Sharefile account.

6

Payments To Doctors

Doctors and Hospitals are Paid

Trinity HealthShare pays the shareable amount of medical bills to your healthcare providers, but it will not pay inflated

is a viable alternative to traditional healthcare.

Cause No. D-1-GN-19-003388

STATE OF TEXAS, Plaintiff, v. THE ALIERA COMPANIES INC., F/K/A ALIERA HEALTHCARE, INC.; SHARITY MINISTRIES, INC., F/K/A TRINITY HEALTHSHARE, INC.; SHELLEY STEELE MOSES; TIMOTHY CANDACE MOSES, CHASE MOSES, and WILLIAM H. THEAD III, Defendants	§ § § § § § § § § § § § §	IN THE DISTRICT COURT OF TRAVIS COUNTY, TEXAS 53RD JUDICIAL DISTRICT

SECOND AMENDED PETITION AND APPLICATION FOR CIVIL PENALTIES, RESTITUTION AND TEMPORARY AND PERMANENT INJUNCTION

EXHIBIT E

2019 MEMBER GUIDE

ALIERACARE™

BRONZE | SILVER | GOLD

INDIVIDUAL & FAMILY

ALIERA™ HEALTHCARE

AlieraCare Plans are NOT Insurance.

TABLE OF CONTENTS

WELCOME

Welcome to Aliera Healthcare, Inc. | Trinity HealthShare. Thank you for becoming a member. We are committed to providing you and your family with unparalleled service and care at an affordable cost, and we pledge to keep our focus on what's most important – your overall health and wellness.

Please take a few minutes to review the information in this guide. The more informed you are, the easier it will be to get the care you need when you need it the most. Your membership card(s) and this booklet provide important information about your Plan, as well as the steps you need to take to access healthcare at one of the thousands of participating network provider locations. Your welcome information, Member Portal access and temporary member cards are contained in your Welcome Email: please print it and save a copy for reference.

If you have any questions about your Plan, activating your Membership Card, setting up your telemedicine account, Rx discount program, or accessing a healthcare provider, please contact a Member Care Specialist for assistance, **Monday through Friday, 8 a.m. to 8 p.m. ET at (844) 834-3456.**

MEMBER PORTAL

Username and password credentials are needed to enter the Member's portal to update payment or personal information. Visit www.alierahealthcare.com and click the Member Login tab. Your user name and password are on the Welcome Email sent at the time of initial enrollment. Member Services can send you a copy of this email following confirmation of identity.

CONTACT INFORMATION

For general information, account management, monthly contribution, or medical needs, please contact us:

Phone: 844-834-3456

Fax: 404-937-6557

Email: **memberservices@alierahealthcare.com** or **memberservices@trinityhealthshare.org**

Online: **www.alierahealthcare.com** or **www.trinityhealthshare.org**

Mail: PO Box 28220 Atlanta, GA 30358

DISCLAIMER

AlieraCare offering by Trinity HealthShare, through Aliera Healthcare, Inc., is a faith-based medical needs sharing membership. Medical needs 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 clearing house between members. 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 your eligible medical needs 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 needs, or whether or not this membership continues to operate, you will remain financially liable for any and all unpaid medical needs.
>
> This is not a legally binding agreement to reimburse any member for medical needs 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 needs to other members as outlined in the 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.

PLAN SERVICES & MEMBERSHIP AT A GLANCE

Aliera Healthcare services in conjunction with Trinity HealthShare cost-sharing creates a full range of services and offerings, each part summarized below:

PREVENTIVE CARE

As part of our solution, the plans cover medical services recommended by the USPSTF and outlined in the ACA for preventive care. There is zero out of pocket expense and zero obligation to reach the Member Shared Responsibility Amount (MSRA) for any scheduled preventive care service or routine in-network check-up, pap smear, flu shot and more. It's easier to stay healthy with regular preventive care.

PRIMARY CARE

Primary Care is at the core of an Aliera Plan, and we consider it a key step in living a healthier lifestyle. Our model is based on an innovative approach to care that is truly patient-centered, combining excellent service with a modern approach. This includes medical care needs such as primary care, office visits, sick care, and the general care of a member's day to day medical needs.

CHRONIC MAINTENANCE

With an AlieraCare Bronze, Silver, or Gold plan, members are eligible to receive chronic care management from their primary care physician for conditions such as diabetes, asthma, blood pressure, cardiac conditions, etc.

LABS & DIAGNOSTICS

Labs at in-network facilities are included.

TELEMEDICINE

With full 24/7 365-day access to a board-certified physician, it has never been simpler to stay healthy. You can contact them easily by phone or via video chat. If it's something minor such as a sinus infection, poison ivy or pink eye they can even send a prescription right over to your pharmacist.

PRESCRIPTION DRUG PROGRAM

The AlieraCare Bronze, Silver, or Gold prescription savings program delivers significant discounts for a variety of drugs (depending on prescription), saving members an average of 55% on prescription drug purchases. After $1,500 of prescription drug expenditures through Rx Valet, members are eligible for a percentage of reimbursement for preferred and mail order drugs. Maximum reimbursement of $4,000 per plan year. See Appendix for details.

URGENT CARE

For those medical situations that can't wait or are more complex than primary care services, AlieraCare Bronze, Silver, and Gold plans offer access to Urgent Care facilities at hundreds of medical centers throughout the United States.

MEMBERSHIP

Trinity HealthShare is a health care sharing ministry (HCSM) which acts as an organizational clearing house to administer sharing contributions across qualifying members healthcare needs. The AlieraCare membership is NOT health insurance. The membership is based on a religious tradition of mutual aid, neighborly assistance, and burden sharing. The membership does not subsidize self-destructive behaviors and lifestyles, but is specifically tailored for individuals who maintain a healthy lifestyle, make responsible choices in regards to health and care, and believe in helping others. Because Trinity HealthShare is a religious organization, members are required to agree with the organizations Statement of Beliefs; see Part II of this guide for the full description and membership details.

SPECIALTY CARE

For most everyday medical conditions, your PCP is your one-stop medical shop. However, there are cases when it's time to see a specialist who's had additional education and been board certified for that specialty. For situations like these, the AlieraCare Bronze, Silver, and Gold plans provides specialty care offerings at the cost of just a consult fee. A member will need to receive a PCP referral to see a specialist for treatment or consultation outside of their scope of knowledge.

HOSPITALIZATION

Hospitalization is eligible, once the Member Shared Responsibility Amount has been met, under all the individual plans.

SURGERY

Both in-patient and out-patient procedures are eligible, once the Member Shared Responsibility Amount has been met, under all individual plans.

EMERGENCY ROOM

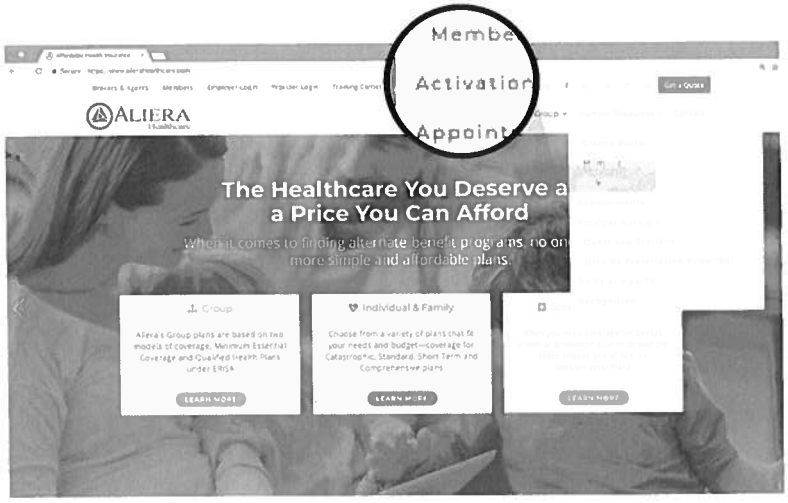
An emergency is defined as treatment that must be rendered to the patient immediately for the alleviation of the sudden onset of an unforeseen illness or injury that, if not treated, would lead to further disability or death. Examples of an emergency include, but are not limited to, severe pain, choking, major bleeding, heart attack, or a sudden, unexplained loss of consciousness.

GETTING STARTED

WHAT DOES IT MEAN?

Many of the terms used in describing health cost-sharing may be unfamiliar to those new to the programs and plans provided by Aliera and Trinity. Please refer to the Definition of Terms section for a quick and easy understanding of terms used in this guide and other plan documents.

1. **Activate Your Membership**
   On or after your effective date, visit **www.alierahealthcare.com** to securely enter your information. Click the Activation tab on the navigation bar and follow the instructions. **If you require assistance, contact a Member Care Specialist toll-free at (844) 834-3456 or email memberservices@alierahealthcare.com**.



2. Set Up Your Telemedicine Account

Follow the steps below to set up your telemedicine account. If you have not activated your Membership Card, or if your Membership fees are not paid up to date, you are not eligible to set up your telemedicine account.

- Set up your account (Primary Member)
  Visit **www.firstcalltelemed.com,** click "Activate Now." Follow the online instructions and provide the required information, including your medical history.

- Set up minor dependents (17 years or younger)
  Log in to your account and click "My Family" on the top menu. Follow the online instructions to provide the necessary information and complete your dependent's medical history.

- Set up adult dependents (18 – 26 years)
  Adult dependents must set up their own account. Visit the website and click "Set up account." Follow the online instructions to provide the required information and to complete your medical history.

3. Set Up Your Prescription Discount Account

Follow the steps below to set up your prescription discount account. If you have not activated your Membership Card, or if your Membership fees are not paid up to date, you are not eligible to set up your prescription discount account.

Please go to **www.myrxvalet.com/memberlogin.php**

1. Enter your Member ID that is located on your Aliera Healthcare ID card
2. For your Group ID type in Aliera
3. Complete your profile for yourself and any dependents

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.

Please download the Rx Valet APP on your smartphone at your convenience.

If you are experiencing an urgent situation and don't have time to set up your account, you can hand your Aliera card to the pharmacist to receive your medication. The discount will not be as great, so please set up your account when you have time.

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 their live Customer Care Team at 1-855-798-2538 and provide the medication details, pharmacy name, and pharmacy telephone number.
- Electronic prescriptions should be sent to Advanced Pharmacy, LLC located at **350-D Feaster Road Greenville, SC 29615**.
  Phone: 855-240-9368 **Fax: 888-415-7906**
  NPI: 1174830475 **NCPDP: 4229971**

4. Review Your Offerings

This guide contains the information you need to understand each offering available with your Plan. Keep your Member Card with you at all times; the contact number for your telemedicine provider is printed on your card. It is highly encouraged to contact your telemedicine provider before seeking medical attention.

PART I : HOW TO USE YOUR MEMBERSHIP

TELEMEDICINE

More than 80% of primary medical conditions can be resolved by your telemedicine provider. It is always encouraged that members contact their telemedicine provider first for quick, convenient medical assistance. The contact information for your telemedicine provider is found on your member card. Instructions are also found on the back of your Welcome Letter, as well as on our web site, under Member Resources.

Offerings of the Telemedicine Program

- At home, at work, or while traveling in the US, speak to a telemedicine doctor from anywhere, anytime, on the go.
- 24/7 access to a doctor via face-to-face internet consultation or by phone is available for you and dependents on your Plan.
- 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 expensive emergency room visits, waiting for an appointment, or driving to a local facility.
- Telemedicine consultations are free for you and dependents on your Plan.
- Telemedicine providers can treat conditions such as:
  - Cold and flu symptoms
  - Bronchitis
  - Allergies
  - Poison ivy
  - Pink eye
  - Urinary tract infections
  - Respiratory infections
  - Sinus problems
  - Ear infections, and more

Antibiotics are not always the answer to treat a medical condition. Doctors may choose not to prescribe antibiotics for viral illnesses such as common colds, sore throats, coughs, sinus infections, and the flu.

If the telemedicine doctor recommends that you see your PCP or visit an urgent care facility, contact Aliera's Concierge Service, and a member care specialist will be happy to assist you with scheduling an appointment.

PREVENTIVE CARE

It's easier to stay healthy when you have regular preventive care. Members have no out-of-pocket expenses for preventive services, which include, but are not limited to, routine in-network checkups, pap smears, flu shots and more.

HOW TO USE PREVENTIVE SERVICES

1. Download the Preventive Healthcare Guidebook from the link found in your Welcome email or visit us online at **www.alierahealthcare.com** or **www.trinityhealthshare.org**.

2. Members do not need to call their telemedicine provider to schedule preventive care.

3. Upon arrival at a PCP, please present your Membership Card and one photo ID. The front desk admin will check your eligibility status. If you have not activated your Membership Card, or if Membership fees are not current, your Plan will not share the costs of the provider.

4. Preventive health services must be appropriate for the eligible person and follow the guidelines below:

   A. In general – those of the U.S. Preventive Services Task Force that have an A or B rating.

   B. For immunizations – those of the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention.

   C. For preventive care and screenings for children and adolescents – those of the Health Resources and Services Administration.

   D. For preventive care and screenings for women – those of the Health Resources and Services Administration that are not included in section (A) of the U.S. Preventive Services Task Force schedule.

LABS AND DIAGNOSTICS

Aliera and Trinity Members have access to lab work in the convenience of their in-network provider's office or at any lab location nationwide.

URGENT CARE

Your membership raises the standard of healthcare available to you by putting individuals first, treating them with clinical excellence, and focusing on their well-being. Members can access services from hundreds of Urgent Care network facilities throughout the United States.

- AlieraCare Bronze, Silver, and Gold plans have unlimited Urgent Care visits.
- See Appendix for your specific plan details.
- X-rays are included, and subject to $25 per read fee at Urgent Care.

HOW TO USE THE URGENT CARE SERVICE

1. Call 911 if your emergency is life threatening; otherwise, 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 after your free consultation with a telemedicine doctor, visit the closest in-network Urgent Care facility.
3. Upon arrival at an Urgent Care facility, present your Membership Card and one photo ID. The front desk admin will check your eligibility status. If you have not activated your Membership Card, or if Membership fees are not current, your Plan will not cover the costs of the provider.
4. At time of service, payment of $20 (on average) is due for the consultation, and a $25 per read fee for X-rays if needed may be due. Costs may be higher depending on your state and provider.

IF URGENT CARE SERVICES ARE UNAVAILABLE

If an in-network Urgent Care facility is unavailable to a Member requiring immediate Urgent Care, please adhere to the following procedure:

1. Visit **www.alierahealthcare.com**. Click "Network" to find the nearest urgent care facility under MultiPlan.

2. If the nearest in-network facility is more than 20 miles away from the Member, is closed (after 6:00 p.m.), or is no longer in business, the Member should seek out the nearest Urgent Care facility, hospital, or emergency room to receive urgent medical attention.

3. AlieraCare products are not health insurance plans and Aliera nor Trinity are responsible for payment to out-of-network Urgent Care facility, hospital, or emergency room. The Member is solely responsible for such urgent care medical payments. Aliera and or Trinity maintain an allotment fund designed to provide a Member with supplemental payment assistance (ex gratia) in the amount of $105.00 to offset the cost incurred at an out-of-network Urgent Care or Hospital emergency room facility. This monetary assistance is limited to one visit per year, per Member. Payment is made directly to the Member after confirmation of submitted proof of urgent care necessity and unavailability of an in-network provider.

PRIMARY CARE

PRIMARY CARE FOR SICK CARE

In addition to our urgent care services, many of our plans offer Members under the age of 65 episodic primary care or sick care.

- AlieraCare Bronze, Silver, and Gold plans have unlimited Primary Care visits.
- Annual Physicals are available immediately.
- For convenience, some clinics are open evenings and weekends.

HOW TO USE PRIMARY CARE SERVICE FOR SICK CARE

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. More than 80% of primary medical conditions can be resolved by your telemedicine provider.
3. If your medical issue cannot be resolved after a no fee consultation with the telemedicine doctor, visit the closest in-network Primary Care facility.
4. Upon arrival at a clinic, present your Membership Card and one photo ID. The front desk admin will check your eligibility status before you can see a provider. If you have not activated your Membership Card, or if Membership fees are not current, your Plan will not cover the costs of the provider.
5. At the time of service, a consult fee is due for the consultation, and a $25 per read fee for X-rays if needed. Costs may be higher depending on your state and provider.

SPECIALTY CARE

AlieraCare members are required to obtain referrals to visit a specialist, except for women in need of gynecological care for routine medical needs. Specialty visits have a consult fee at the time of service.

HOSPITALIZATION

Your hospitalization cost-sharing is provided to you in an effort to alleviate the stress and strain during times of crisis or medical needs.

1. Members are required to pre-authorize all hospitalization services and visits unless it is an obvious medical emergency. Please see pre-authorization section for instructions.

2. The member will be responsible for first reaching their MSRA before any cost-sharing will be available. Once the MSRA has been reached in full, the sharing will then be reimbursed directly back to the providers and hospital facilities.

3. Several plans allow for fixed cost-sharing in the emergency room. Please see Appendix for your exact plan details.

PPO NETWORK

With a growing nationwide PPO network of more than 1,000,000 healthcare professionals and more than 6,000 facilities, Multiplan PHCS network offers Plan Members a range of quality choices to help them stay healthy.

- Search for providers by distance, cost efficiency, and specialty.

FIND A NETWORK HEALTHCARE PROFESSIONAL

- Visit **www.alierahealthcare.com**.
- Hover over the Member Resources tab.
- Click on Provider Network.
- Click on the Medical Provider logo associated with your plan.
- Search for a provider by Zip Code, City, County, State, or other search criteria.

Call Aliera Healthcare at (844) 834-3456 OR
Trinity HealthShare at (844) 763-5338.

Select the Provider Coordination Department and a care coordinator will help you navigate the healthcare process effectively and efficiently.

PART II : HOW YOUR HEALTHCARE COST-SHARING MINISTRY (HCSM) WORKS

Trinity HealthShare is a clearing house that administers voluntary sharing of healthcare needs for qualifying members. The membership is based on a tradition of mutual aid, neighborly assistance, and burden sharing. The membership does not subsidize self-destructive behaviors and lifestyles, but is specifically tailored for individuals who maintain a healthy lifestyle, make responsible choices in regards to health and care, and believe in helping others. The Trinity HealthShare membership is not health insurance.

Guidelines Purpose and Use

The HCSM guidelines are provided as an outline for eligible needs in which contributions are shared in accordance with the membership's clearing house instructions. They are not for the purpose of describing to potential contributors the amount that will be shared on their behalf and do not create a legally enforceable right on the part of any contributor. Neither these guidelines nor any other arrangement between contributors and Trinity HealthShare creates any rights for any contributor as a reciprocal beneficiary, as a third-party beneficiary, or otherwise.

The edition of the guidelines in effect, on the date of medical services, supersedes all previous editions of the guidelines and any other communication, written or verbal. With written notice to the general membership, the guidelines may change at any time based on the preferences of the membership and on the decisions, recommendations, and approval of the Board of Trustees.

An exception to a specific provision only modifies that provision and does not supersede or void any other provisions.

Individuals Helping Individuals

Contributors participating in the membership help individuals with their medical needs. Trinity HealthShare facilitates in this assistance and acts as an independent and neutral clearing house, dispersing monthly contributions as described in the membership instructions and 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 contained in the membership application. 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 a membership on his/her application date, based on the criteria set forth in this guidebook and the membership application.

If, at any time, it is discovered that a member did not submit a complete and accurate medical history on the membership application, the criteria set forth in the Membership Eligibility Manual on his/her application date will be applied, and could result in either a retroactive membership limitation or a retroactive denial to his/her effective date of membership.

Members may apply to have a membership limitation removed by providing medical evidence that they qualify for such removal according to the criteria set forth in the Membership Eligibility Manual. Membership limitations and denials can be applied retroactively but cannot be removed retroactively.

Application, Acceptance, and Effective Date. A person must submit a membership application and be accepted into the membership by meeting the criteria of the Member Eligibility Manual. The membership begins on a date specified by Trinity HealthShare in writing to the member.

Dependent(s). A dependent may participate under a combined membership with the head of household.

A dependent wishes to continue participating in the membership but no longer qualifies under a combined membership must apply and qualify for a membership based on the criteria set forth in the Membership Eligibility Manual.

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 Beliefs and all guideline provisions.

Financial Participation. Monthly contributions are requested to 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 by the end of the month, a 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 reapply for membership under the terms outlined to them in writing by Trinity HealthShare. A member will not be able to reapply for membership if their account has been made inactive a total of three times.

Needs occurring after a member's inactive date and before they reapply are not eligible for sharing.

When Available Shares are less than Eligible Needs. In any given month, the available suggested share amounts may or may not meet the eligible needs submitted for sharing. If a member's eligible bills exceed the available shares to meet those needs, the following actions may be taken:

1. A pro-rata sharing of eligible needs may be initiated, whereby the members share a percentage of eligible medical bills within that month and hold back the balance of those needs to be shared the following month.

2. If the suggested share amount is not adequate to meet the eligible needs submitted for sharing over a 60-day period, then the suggested share amount may be increased in sufficient proportion to satisfy the eligible needs. This action may be undertaken temporarily or on an ongoing basis.

Other Criteria. Children under the age of 18 may not qualify for their own membership. Non-U.S. citizens may qualify for membership as determined by Trinity HealthShare on a case-by-case basis.

MONTHLY CONTRIBUTIONS

Monthly contributions are voluntary contributions or gifts that are non-refundable. As a non-insurance membership, neither Trinity HealthShare nor the membership are liable for any part of an individual's medical need. All contributors are responsible for their own medical needs. Although monthly contributions are voluntary contributions or gifts, there are administrative costs associated with monitoring the receipt and disbursement of such contributions or gifts. Therefore, declined credit cards, returned ACH payments, or any contribution received after the members reoccurring active date may incur an administrative fee.

IMPORTANT INFORMATION ABOUT PLAN CHANGES:

Members wishing to change to a membership type other than that which they are currently participating may, at the discretion of Trinity HealthShare, be required to submit a new signed and dated membership application for review. Membership type changes can only become effective on the first of the month after the new membership application has been approved.

1. When switching from one annual product category to another (i.e. AlieraCare to Trinity HealthShare's CarePlus Advantage) your plan will be reset as if it is a new enrollment. This rule does not apply when transitioning from an InterimCare plan.

2. You are allowed two plan changes per membership year. The first is free of cost, the second will incur the application fee of the desired product.

Contributors wishing to discontinue participation in the membership must submit the request in writing by the 20th day of the month before which the contributions will cease. The request should contain the reason why the contributor is discontinuing participation in the membership. Should the contributor fail to follow these guidelines as they pertain to discontinuing their participation in the membership and later wish to reinstate their membership, unsubmitted contributions from the prior participation must be submitted with a new application.

A member is not eligible for cost-sharing when a member:

A. Receives care within the first 60 days of the plan and cancels membership within 30 days of receiving medical care; except within the last 90 days of the membership term;

B. Receives or requires surgery within the first 60 days of becoming a member except in the case of an accident.

EARLY VOLUNTARY TERMINATION

Members of the Trinity HealthShare may terminate their membership at any time, with 30 days prior notice. Trinity HealthShare plans are not a substitute for "short term medical plans". Medical expenses incurred during the term of the membership and followed by early voluntary termination within 90 days of incurring medical expenses, will be reviewed and may not be eligible for cost-sharing, where the early termination was not as a direct result of affordability issues with the health sharing program.

STATEMENT OF BELIEFS

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

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 they are in need per 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.

DEFINITION OF TERMS

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. Affiliated providers are those that participate in the PHCS network. A list of providers can be found at **http://www.multiplan.com**.

Application Date. The date Trinity HealthShare receives a complete membership application.

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

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

Dependent. The head of household's spouse or unmarried child(ren), under the age of 20 or 26 if a full-time student, who are the head of household's dependent by birth, legal adoption, or marriage who is participating under the same combined membership.

Eligible. Medical needs that qualify for voluntary sharing of contributions from escrowed funds, subject to the sharing limits.

Escrow Instructions. Instructions contained on the membership application outlining the order in which voluntary monthly contributions may be shared by Trinity HealthShare.

Guidelines. Provided as an outline for eligible medical needs in which contributions are shared in accordance with the membership's escrow instructions.

Head of Household. Contributor participating by himself for herself; or the husband or father that participates in the membership; or the wife or mother that participates in the membership. The Head of Household is the oldest member on the plan.

Licensed Medical Physician. An individual engaged in providing medical care and who has received state license approval as a practicing Doctor of Medicine (M.D.) or Doctor of Osteopathy (D.O.).

Medically Necessary. A service, procedure, or medication necessary to restore or maintain physical function and is provided in the most cost-effective setting consistent with the member's condition. Services or care administered as a precaution against an illness or condition or for the convenience of any party are not medically necessary. The fact that a provider may prescribe, administer, or recommend services or care does not make it medically necessary, even if it is not listed as a membership limitation or an ineligible need in these guidelines. To help determine medical necessity, Trinity HealthShare may request the member's medical records and may require a second opinion from an affiliated provider.

Member(s). A person(s) who qualifies to receive voluntary sharing of contributions for eligible medical needs per the membership clearing house instructions, guidelines, and membership type.

Member Shared Responsibility Amounts (MSRA). The amounts of an eligible need that do not qualify for sharing because the member is responsible for those amounts.

Membership. All members of Trinity HealthShare.

Membership Eligibility Manual. The reference materials that contain the criteria used to determine if a potential member is eligible for participation in the membership and if any membership limitations apply.

Membership Type. HCSM sharing options are available with different member shared responsibility amounts (MSRA) and sharing limits as selected in writing on the membership application and approved by Trinity HealthShare.

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

Need(s). Charges or expenses for medical services from a licensed medical practitioner or facility arising from an illness or accident for a single member.

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

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, or seizure; abnormal results from a test administered by a medical practitioner.

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

CONTRIBUTORS' INSTRUCTIONS AND CONDITIONS

By submitting monthly contributions, the contributors instruct Trinity HealthShare to share clearing house funds in accordance with the membership instructions. Since Trinity HealthShare has nothing to gain or lose financially by determining if a need is eligible or not, the contributor designates Trinity HealthShare as the final authority for the interpretation of these guidelines. By participation in the membership, the member accepts these conditions.

PART III : YOUR SUMMARY OF COST-SHARING

ELIGIBLE MEDICAL EXPENSES*

Medical costs are shared on a per person per incident basis for illnesses or injuries incurring medical expenses after the membership effective date when medically necessary and provided by or under the direction of licensed physicians, osteopaths, urgent care facilities, clinics, emergency rooms, or hospitals (inpatient and outpatient), or other approved providers. Unless otherwise limited or excluded by these Guidelines, medical expenses eligible for sharing include, but are not limited to, physician and hospital services, emergency medical care, surgical procedures, medical testing, x-rays, ambulance transportation, and prescriptions.

**See the Appendix for other limits and conditions of sharing by plan*

1. **Allergy Office Visits and Testing**

2. **Ambulance.** Emergency land or air ambulance transportation to the nearest medical facility capable of providing the medically necessary care to avoid seriously jeopardizing the sharing member's life or health. Air transportation is limited to $10,000.

3. **Anesthesiologist Services**

4. **B12 Injections.** Eligible at a PCP or Specialist only.

5. **Birthing Center.** Eligible after MSRA.

6. **Cancer.** Cancer sharing eligibility is available immediately for new occurrences of cancer. Any pre-existing or recurring cancer condition is not eligible for sharing. Cancer sharing will not be available for individuals who have cancer at the time of or five (5) years prior to application. If cancer existed outside of the 5-year time frame of a pre-existing look-back, the following must be met in the five (5) years prior to application, 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. Cancer is limited to a maximum per term of $500,000 when applicable.

7. **Cardiac Rehabilitation.** Eligible after MSRA.

8. **Chemotherapy.** Subject to cancer limitations.

9. **Chronic Maintenance.** Chronic maintenance is eligible when a member has chosen a plan with chronic maintenance specifically included and a listing of the maximum number of allowable visits. See 'Appendix' attached hereto.

10. **Diagnostic Lab & Pathology.** Eligible after MSRA.

11. **Diagnostic Lab & Radiology.** Eligible after MSRA.

12. **Emergency Room.** Emergency room services for stabilization or initiation of treatment of a medical emergency 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.

13. **Eye Care.** Limited to medical necessity and accident only. Excludes cosmetic, frames, lenses, contacts, extensive eye exams and subject to pre-existing limitations.

14. **Home Health Care.** Eligible after MSRA.

15. **Home Infusion Services.** Eligible after MSRA.

16. **Hospice Services.** Eligible after MSRA.

17. **Hospitalization.** Hospital charges for inpatient or outpatient hospital treatment or surgery for a medically diagnosed condition.

18. **Maternity.** AlieraCare Bronze, Silver, and Gold plans have full maternity offerings. Medical expenses for maternity ending in a delivery by emergency cesarean section that are medically necessary, are eligible for sharing up to $8,000, subject to the applicable Member Shared Responsibility Amount. 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 limited to $50,000 of eligible sharing, subject to the Member Shared Responsibility Amount.

19. **Mental Health.** Plan holders are eligible for $2,500 (max) for Psychotherapy office visits and $1,000 (max) at out-patient facilities. Excludes in-patient and residential settings.

20. **Occupational Therapy.** Up to six (6) visits per membership year for occupational therapy.

21. **Organ Transplant Limit.** Eligible needs requiring 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. Needs requiring multiple organ transplants will be considered on a case-by-case basis.

22. **Physical Therapy.** Up to six (6) visits per membership year for physical therapy by a licensed physical therapist.

23. **Podiatry Services.** Eligible after MSRA.

24. **Preadmission Testing.** Eligible after MSRA.

25. **Prescription Drugs.** The AlieraCare plan includes a service by RX Valet, which includes discounts for prescription drugs. See Appendix for details.

26. **Preventive.** Most programs from either Trinity or Aliera provide everyone with the necessities of the 64 preventive care services as outlined by the United States Preventive Task force. (Excludes CarePlus Advantage.) Preventive care includes the PCP office visit and does not require a co-expense or consult fee.

27. **Primary Care.** Depending on your plan choice, primary care is at the core of preventing medical issues from escalating into a more catastrophic need. See Appendix for the specific plan details.

28. **Pulmonary Rehab**

29. **Radiation Therapy.** Subject to cancer limitations.

30. **Retail Walk in Clinics.** Subject to specialty consult fee based on plan chosen. See Appendix for details.

31. **Routine Hearing Exams.** At Primary Care (PCP) only.

32. **Routine Nursing Care of Newborn Infant.** Eligible after MSRA.

33. **Skilled Nursing Facility.** Eligible after MSRA.

34. **Sleep Disorders.** Overnight Sleep Testing Limit: 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 must be medically necessary and will require pre-authorization. Allowed charges will not exceed the Usual, Customary, and Reasonable charges for the area.

35. **Smoking Cessation.** Members who have acknowledged they smoke and made an additional contribution are provided the opportunity to obtain free smoking cessation medication and counseling through the eligible preventive services.

36. **Specialty Care.** For most everyday medical conditions, your PCP is your one-stop medical shop. However, there are cases when it's time to see a specialist who's had additional education and been board certified for that specialty. For situations like these, the AlieraCare Bronze, Silver, and Gold plans provides specialty care offerings at the cost of just a consult fee. A member will need to receive a PCP referral to see a specialist for treatment or consultation outside of their scope of knowledge.

37. **Speech Therapy.** Up to six (6) visits per membership year. Only applicable after a stroke.

38. **Surgical Offerings.** Non-life-threatening surgical offering are not available for the first 60 days of membership. Please verify eligibility by calling Member Services before receiving any surgical services.

39. **Telemedicine.** Telemedicine is included in all AlieraCare programs offered by Trinity HealthShare and Aliera Healthcare as your first line of defense. Your membership provides you and your family 24/7/365 access to a U.S. Board certified medical doctor.

40. **Urgent Care.** If your plan provides cost-sharing for Urgent Care, you will have the added benefit of enjoying the ability to choose an Urgent Care facility in lieu of an emergency room. See the Appendix for any urgent care options and any limitations to plan.

41. **X-rays.** X-rays listed on your plan details in the Appendix are for imaging services at PCP or Urgent Care facilities only and require a $25 read fee per view at time of service. Your MSRA will apply to all other x-rays. MRI, CT Scans and other diagnostics must be paid with your MSRA before cost-sharing is provided.

**Medical Expense Incident is any medically diagnosed condition receiving medical treatment and incurring medical expenses of the same diagnosis. All related medical bills of the same diagnosis comprise the same incident. Such expenses must be submitted for sharing in the manner and form specified by Trinity HealthShare. This may include, but not be limited to, standard industry billing forms (HCFA1500 and/or UB 92) and medical records. Members share these kinds of costs.*

LIMITS OF SHARING

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

1. **Lifetime Limits.** $1,000,000: the maximum amount shared for eligible needs over the course of an individual member's lifetime.

2. **Per Incident.** The occurrence of one particular sickness, illness, or accident.

3. **Cancer Limits when applicable.** Cancer is limited to a maximum per term of $500,000 when applicable.

4. **Member Shared Responsibility Amounts (MSRA).** Eligible needs are limited to the amounts in excess of the MSRA, which are applied per individual member per the plan year. MSRA(s). The eligible amount that does not qualify for sharing based on the membership type chosen by the member.

5. **Non-Affiliated Practitioner.** Services rendered by a non-affiliated practitioner will not be eligible for sharing nor will any amount be applied to your MRSA unless specified differently in the plan details contained herein.

COST-SHARING FOR PRE-EXISTING CONDITIONS

Bronze Program cost-sharing parameters for pre-existing conditions. The following restrictions are only applicable to a pre-existing condition and do not affect normal sharing for other non-pre-existing related incidents, events, etc.

1. Chronic or recurrent conditions that have evidenced signs/symptoms and/or received treatment and/or medication within the past 24 months are not eligible for sharing during the first 24 months of membership.

2. Upon inception of the 25th month of continuous membership and thereafter, the condition may no longer be subject to the pre-existing condition sharing limitations.

3. Appeals may be considered for earlier sharing in surgical interventions when it is in the mutual best interest of both the members and the membership to do so.

Silver Program cost-sharing parameters for pre-existing conditions. The following restrictions are only applicable to a pre-existing condition and do not affect normal sharing for other non-pre-existing related incidents, events, etc.

1. During the first two years of continuous membership, sharing is available up to $10,000 of total medical expenses incurred for pre-existing conditions per year, after a separate MSRA equal to two times your plan MSRA.

2. Upon inception of the 25th month of continuous membership and thereafter, the condition may no longer be subject to the pre-existing condition sharing limitations.

3. Appeals may be considered for earlier sharing in surgical interventions when it is in the mutual best interest of both the members and the membership to do so.

Gold Program cost-sharing parameters for pre-existing conditions. The following restrictions are only applicable to a pre-existing condition and do not affect normal sharing for other non-pre-existing related incidents, events, etc.

1. During the first two years of continuous membership, sharing is available up to $20,000 of total medical expenses incurred for a pre-existing condition per year, after a separate MSRA equal to two times your plan MSRA.

2. Upon the inception of the 25th month of continuous membership and thereafter, the condition may no longer be subject to the pre-existing condition sharing limitations.

3. Appeals may be considered for earlier sharing in surgical interventions when it is in the mutual best interest of both the members and the membership to do so.

Other Resources. Offerings 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 that those sources do not pay, the member is authorized to submit the excess medical expenses for sharing, and the MSRA will be waived, up to the maximum MSRA as defined in the member's plan. The MSRA will only be waived if a third party source pays on the member's behalf. Sharing of monthly contributions for a need 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 needs incurred on or after the membership effective date are eligible for sharing under the membership instructions. 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, a Need Processing Form, standard industry billing forms (HCFA 1500 and/or most recent UB form), and may include medical records. All participating members have a responsibility to abide by the Members' Rights and Responsibilities published by Trinity HealthShare and are included at the end of these guidelines.

Needs arising from any one of the following are not eligible for sharing under the membership clearing house instructions:

1. Abortion Services
2. Acupuncture Services
3. Aqua Therapy
4. Biofeedback
5. Birth Control (Male) Elective Sterilization
6. Birth Control (Male) Reversal of Sterilization
7. Cataract Contacts or Glasses
8. Chemical Face Peels
9. Chiropractic Services
10. Christian Science Practitioner
11. Cochlear Devices
12. Cosmetic Surgery
13. Custodial Care Services
14. Dental Services
15. Dermabrasion Services
16. Diabetic Insulin, Supplies, and Syringes

17. Doula

18. Durable Medical Equipment

19. Education Services

20. Exercise Equipment

21. Experimental Drugs

22. Experimental Procedures

23. Extreme sports: Sports that voluntarily put an individual in a life-threatening situation. Sports such as but not limited to "free climb" rock climbing, parachuting, fighting, martial arts, racing, cliff diving, powerboat racing, air racing, motorcycle racing, extreme skiing, wingsuit, and similar.

24. Gender Dysphoria

25. Gender Dysphoria Office Visit – PCP

26. Gender Dysphoria Office Visit – Specialist

27. Genetic Testing

28. Group Therapy Services

29. Hemodialysis

30. Hypnotherapy Services

31. Infertility Diagnostic or treatment

32. Infertility Services

33. Investigational Drugs/Procedures

34. Lifestyles or activities engaged in after the application date that conflicts with the Statement of Beliefs (on the membership application).

35. Massage Therapy

36. Midwifery

37. MILIEU Situational Therapy Services

38. Morbid Obesity

39. Non- Routine Hearing Exams & Hearing Aids

40. Nurse Practitioner

41. Orthopedic Shoes

42. Orthotics (back, neck, knee, wrist, etc.)

43. Pain Management

44. Personal aircraft includes hang gliders, parasails, ultra-lights, hot air balloons, sky/diving, and any other aircraft not operated by a commercially licensed public carrier.

45. Personal Convenience Items

46. Post-Surgical Bras

47. Private Duty Nursing Services

48. Professional Sports Injuries

49. Prosthetic Appliances

50. Robotic Surgery

51. Self-Inflicted Injury

52. Sexual Dysfunction Services

53. Sexual Transformation Services

54. Substance Abuse

55. Surgical Stockings

56. Treatment or referrals received or obtained from any family member including, but not limited to, father, mother, aunt, uncle, grandparent, sibling, cousin, dependent, or any in-laws.

PRE-AUTHORIZATION REQUIRED

Non-Emergency Surgery, Procedure, or Test. The member must have the following procedures or services pre-authorized as medically necessary prior to receiving the service. Failure to comply with this requirement will render the service not eligible for sharing.

Hospitalizations. Non-emergency prior to admission; emergency visits notification to Trinity HealthShare within 48 hours.

- MRI studies/CT scans/Ultrasounds
- Sleep studies must be completed in one session
- Physical or occupational therapy
- Speech therapy under limited circumstances only
- Cardiac testing, procedures, and treatments
- In-patient cancer testing, procedures, and treatments
- Infusion therapy within facility
- Nuclide studies
- EMG/EEG
- Ophthalmic procedures
- ER visits, emergency surgery, procedure, or test:
  Non-emergency use of the emergency room is not eligible for sharing. Trinity HealthShare must be notified of all ER visits within 48 hours. Medical records will be reviewed for all ER visits to determine eligibility. An emergency is defined as treatment that must be rendered to the patient immediately for the alleviation of the sudden onset of an unforeseen illness or injury that, if not treated, would lead to further 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.

Eligibility for Cancer Needs. In order for needs related to cancer hospitalization of any type to be eligible (e.g. breast, colorectal, leukemia, lymphoma, prostate, skin, etc.), the member must meet the following requirements:

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 MRSA(s) has been assessed to the member for in-patient cancer hospitalization.

Early detection provides the best chance for successful treatment and in the most cost effective manner. Effective January 1, 2017, the membership requires that all members aged 40 and older receive appropriate screening tests every other year – mammogram or thermography and pap smear with pelvic exams for women and PSA testing for men. ***Failure to obtain biannual mammograms and gynecological tests listed above for women or PSA tests for men will render future needs for breast, cervical, endometrial, ovarian, or prostate cancer ineligible for sharing.***

DISPUTE RESOLUTION AND APPEAL

Trinity HealthShare is a voluntary association of like-minded people who come together to assist each other by sharing medical expenses. Such a sharing and caring association does not lend itself well to the mentality of legally enforceable rights. However, it is recognized that differences of opinion will occur, and that a methodology for resolving disputes must be available. Therefore, by becoming a Sharing Member of 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 logically defensible 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 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 dispute and the relevant facts. Importantly, the appeal should address all of the following:

1. What information does Trinity HealthShare have that is either incomplete or incorrect?

2. How do you believe Trinity HealthShare has misinterpreted the information already on hand?

3. Which provision in the Trinity HealthShare Guidelines do you believe Trinity HealthShare 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.

C. **3rd Level Appeal.** Should the matter remain unresolved, then the aggrieved party may ask that the dispute be submitted to three sharing members in good standing and randomly chosen by Trinity HealthShare, who shall agree to review the matter and shall constitute an External Resolution Committee. Within thirty (30) days the External Resolution Committee shall render their opinion in writing, unless additional medical documentation is required to make an accurate decision.

D. **Final Appeal.** If the aggrieved sharing member disagrees with the conclusion of his/her fellow sharing members, then the aggrieved party may ask that the dispute be submitted to a medical expense auditor, who shall have the matter reviewed by a panel consisting of personnel who were not involved in the original determination and who shall render their opinion in writing within thirty (30) days, unless additional medical documentation is required to make an accurate decision.

E. **Mediation and Arbitration.** If the aggrieved sharing member disagrees with the conclusion of the Final Appeal Panel, then the matter shall be resolved by first submitting the disputed matter to mediation. If the dispute is not resolved the matter will be submitted to legally binding arbitration in accordance with the Rules and Procedure of the American Arbitration Association. Sharing members agree and understand that these methods shall be the sole remedy to resolve any controversy or claim arising out of the Sharing Guidelines, and expressly waive their right to file a lawsuit in any civil court against one another for such disputes; except to enforce an arbitration decision. Any arbitration shall be held in Atlanta, Georgia, and conducted in the English language subject to the laws of the State of Georgia. Trinity HealthShare shall pay the filing fees for the arbitration and arbitrator in full at the time of filing. All other expenses of the arbitration shall be paid by each party including costs related to transportation, accommodations, experts, evidence gathering, and legal counsel. Further agreed that the aggrieved sharing member shall reimburse the full costs associated with the arbitration, should the arbitrator render a judgment in favor of Trinity HealthShare and not the aggrieved sharing member.

The aggrieved sharing member agrees to be legally bound by the arbitrator's final decision. The parties may alternatively elect to use other professional arbitration services available in the Atlanta metropolitan area, by mutual agreement.

APPENDIX A: PLAN DETAILS BRONZE

Lifetime Maximum Sharing: $1,000,000

Bronze Program cost-sharing parameters for pre-existing conditions. Hospitalization, In-Patient and Out-Patient Surgery, Specialty Care, and Emergency Room services for pre-existing conditions have a 24 month waiting period.

A. Pre-existing Condition: chronic or recurrent conditions that have evidenced signs/symptoms and/or received treatment and/or medication within the past 24 months are not eligible for sharing during the first 24 months of membership.

B. Upon the 25th month of continuous membership and thereafter, the condition will no longer be subject to the pre-existing condition sharing limitations.

C. Appeals may be considered for earlier sharing in surgical interventions when it is in the best interest of both the members and the membership to do so.

Cancer sharing is available immediately. Cancer sharing is only available for non-recurrent cancer diagnosis.

1. ER visits are subject to review, and are meant only for life threatening situations.

2. Non-emergency surgical services are unavailable for the first 2 months for Bronze. Surgical services do not include cosmetic surgery.

3. All members seeking cost-sharing must use the prescription services Rx Valet included with your plan. Prescription drugs are eligible for cost-sharing by the percentage shown once a separate MSRA of $1,500 for all prescriptions is met. Members are required to pay prescription cost out-of-pocket before submitting receipts to Trinity HealthShare mailing address, Attn. Trinity Rx Claims, for review and cost-sharing. Maximum reimbursement of $4,000 per plan year.

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

Administrative and Conditional Fees: $125 one-time application fee per enrollment. Products NOT available in: AK, HI, MD, ME, PR, WA, WY; subject to change w/o prior notice.

APPENDIX A: PLAN DETAILS BRONZE LEVEL

PPO Network	PPO Multiplan PHCS	
Eligible Medical Cost-Sharing	**Network**	**Non-Network**
Eligible prior to meeting Member Shared Responsibility Amount (MSRA)		
Wellness & Preventive Care	100%	50% after MSRA
Telemedicine	Unlimited	Unlimited
Primary Care	$50 Consult Fee	50% after MSRA
Specialty Care	$125 Consult Fee	50% after MSRA
Urgent Care	$100 Consult Fee	50% after MSRA
Emergency Room Services[1] Emergency room services including hospital facility and physician charges.	$500 Consult Fee	$500 Consult Fee
Eligible after meeting Member Shared Responsibility Amount (MSRA)[2]		
MSRA Per member 1 (1–2 members)	$1,000, $2,500, $5,000, $10,000	50% towards MSRA
MSRA Family maximum (3+ members)	$3,000, $7,500, $15,000, $30,000	50% towards MSRA
Out-of-Pocket Maximum Per member 1 (1–2 members)	$3,000, $7,500, $15,000, $30,000	$6,000, $15,000, $30,000, $60,000
Out-of-Pocket Maximum Family maximum (3+ members)	$9,000, $22,500, $45,000, $90,000	$18,000, $45,000, $90,000, $180,000
Co-expense (Plan Pays)	60% after MSRA	50% after MSRA
Hospitalization In-Patient	60% after MSRA	50% after MSRA
Hospitalization Out-Patient	60% after MSRA	50% after MSRA
Imaging Eligible charges for CT, PET scans, MRIs, and the charges for related supplies.	60% after MSRA	50% after MSRA
Laboratory Out-Patient and Professional Services Sharing eligible for professional components of labs, including office, out-patient, and in-patient charges.	60% after MSRA	50% after MSRA
X-rays and Diagnostic Imaging Sharing eligible for the professional components of labs, including the office, out-patient, and in-patient charges.	60% after MSRA	50% after MSRA
Generic Prescription Drugs	No Cost-Sharing	Not eligible
Preferred Brand Drugs	50% Cost-Sharing[3]	Not eligible
Non-Preferred Brand Drugs	No Cost-Sharing	Not eligible
Mail-Order	75% Cost-Sharing[3]	Not eligible

See Legal Appendix on page 36

APPENDIX B: PLAN DETAILS SILVER

Lifetime Maximum Sharing: $1,000,000

Silver Program cost-sharing parameters for pre-existing conditions. Hospitalization, In-Patient and Out-Patient Surgery, Specialty Care, and Emergency Room services for pre-existing conditions have limitations during the first 24 months of membership.

A. During the first two years (24 months) of continuous membership, sharing is available up to $10,000 of total medical expenses incurred for pre-existing conditions per year, after a separate MSRA equal to two times your plan MSRA.

B. Upon inception of the 25th month of continuous membership and thereafter, the condition may no longer be subject to the pre-existing condition sharing limitations.

C. Appeals may be considered for earlier sharing in surgical interventions when it is in the mutual best interest of both the members and the membership to do so.

Cancer sharing is available immediately. Cancer sharing is only available for non-recurrent cancer diagnosis.

1. ER visits are subject to review, and are meant only for life threatening situations.

2. Non-emergency surgical services are unavailable for the first 2 months for Silver. Surgical services do not include cosmetic surgery.

3. All members seeking cost-sharing must use the prescription services Rx Valet included with your plan. Prescription drugs are eligible for cost-sharing by the percentage shown once a separate MSRA of $1,500 for all prescriptions is met. Members are required to pay prescription cost out-of-pocket before submitting receipts to Trinity HealthShare mailing address, Attn. Trinity Rx Claims, for review and cost-sharing. Maximum reimbursement of $4,000 per plan year.

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

Administrative and Conditional Fees: $125 one-time application fee per enrollment. Products NOT available in: AK, HI, MD, ME, PR, WA, WY; subject to change w/o prior notice.

APPENDIX B: PLAN DETAILS SILVER LEVEL

PPO Network	PPO Multiplan PHCS	
Eligible Medical Cost-Sharing	**Network**	**Non-Network**
Eligible prior to meeting Member Shared Responsibility Amount (MSRA)		
Wellness & Preventive Care	100%	60% after MSRA
Telemedicine	Unlimited	Unlimited
Primary Care	$35 Consult Fee	60% after MSRA
Specialty Care	$75 Consult Fee	60% after MSRA
Urgent Care	$75 Consult Fee	60% after MSRA
Emergency Room Services[1] Emergency room services including hospital facility and physician charges.	$300 Consult Fee	$500 Consult Fee
Eligible after meeting Member Shared Responsibility Amount (MSRA)[2]		
MSRA Per member 1 (1–2 members)	$1,000, $2,500, $5,000, $10,000	60% towards MSRA
MSRA Family maximum (3+ members)	$3,000, $7,500, $15,000, $30,000	60% towards MSRA
Out-of-Pocket Maximum Per member 1 (1–2 members)	$3,000, $7,500, $15,000, $30,000	$6,000, $15,000, $30,000, $60,000
Out-of-Pocket Maximum Family maximum (3+ members)	$9,000, $22,500, $45,000, $90,000	$18,000, $45,000, $90,000, $180,000
Co-expense (Plan Pays)	70% after MSRA	60% after MSRA
Hospitalization In-Patient	70% after MSRA	60% after MSRA
Hospitalization Out-Patient	70% after MSRA	60% after MSRA
Imaging Eligible charges for CT, PET scans, MRIs, and the charges for related supplies.	70% after MSRA	60% after MSRA
Laboratory Out-Patient and Professional Services Sharing eligible for professional components of labs, including office, out-patient, and in-patient charges.	70% after MSRA	60% after MSRA
X-rays and Diagnostic Imaging Sharing eligible for the professional components of labs, including the office, out-patient, and in-patient charges.	70% after MSRA	60% after MSRA
Generic Prescription Drugs	No Cost-Sharing	Not eligible
Preferred Brand Drugs	50% Cost-Sharing[3]	Not eligible
Non-Preferred Brand Drugs	No Cost-Sharing	Not eligible
Mail-Order	75% Cost-Sharing[3]	Not eligible

See Legal Appendix on page 38

APPENDIX C: PLAN DETAILS GOLD

Lifetime Maximum Sharing: $1,000,000

Gold Program cost-sharing parameters for pre-existing conditions. Hospitalization, In-Patient and Out-Patient Surgery, Specialty Care, and Emergency Room services for pre-existing conditions have limitations during the first 24 months of membership.

A. During the first two years (24 months) of continuous membership, sharing is available up to $20,000 of total medical expenses incurred for pre-existing conditions per year, after a separate MSRA equal to two times your plan MSRA.

B. Upon inception of the 25th month of continuous membership and thereafter, the condition may no longer be subject to the pre-existing condition sharing limitations.

C. Appeals may be considered for earlier sharing in surgical interventions when it is in the mutual best interest of both the members and the membership to do so.

Cancer sharing is available immediately. Cancer sharing is only available for non-recurrent cancer diagnosis.

1. ER visits are subject to review, and are meant only for life threatening situations.

2. Non-emergency surgical services are unavailable for the first 2 months for Gold. Surgical services do not include cosmetic surgery.

3. All members seeking cost-sharing must use the prescription services Rx Valet included with your plan. Prescription drugs are eligible for cost-sharing by the percentage shown once a separate MSRA of $1,500 for all prescriptions is met. Members are required to pay prescription cost out-of-pocket before submitting receipts to Trinity HealthShare mailing address, Attn. Trinity Rx Claims, for review and cost-sharing. Maximum reimbursement of $4,000 per plan year.

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

Administrative and Conditional Fees: $125 one-time application fee per enrollment. Products NOT available in: AK, HI, MD, ME, PR, WA, WY; subject to change w/o prior notice.

APPENDIX C: PLAN DETAILS GOLD LEVEL

PPO Network	PPO Multiplan PHCS	
Eligible Medical Cost-Sharing	**Network**	**Non-Network**
Eligible prior to meeting Member Shared Responsibility Amount (MSRA)		
Wellness & Preventive Care	100%	70% after MSRA
Telemedicine	Unlimited	Unlimited
Primary Care	$20 Consult Fee	70% after MSRA
Specialty Care	$75 Consult Fee	70% after MSRA
Urgent Care	$75 Consult Fee	70% after MSRA
Emergency Room Services[1] Emergency room services including hospital facility and physician charges.	$150 Consult Fee	$300 Consult Fee
Eligible after meeting Member Shared Responsibility Amount (MSRA)[2]		
MSRA Per member 1 (1–2 members)	$1,000, $2,500, $5,000, $10,000	70% towards MSRA
MSRA Family maximum (3+ members)	$3,000, $7,500, $15,000, $30,000	70% towards MSRA
Out-of-Pocket Maximum Per member 1 (1–2 members)	$3,000, $7,500, $15,000, $30,000	$6,000, $15,000, $30,000, $60,000
Out-of-Pocket Maximum Family maximum (3+ members)	$9,000, $22,500, $45,000, $90,000	$18,000, $45,000, $90,000, $180,000
Co-expense (Plan Pays)	80% after MSRA	70% after MSRA
Hospitalization In-Patient	80% after MSRA	70% after MSRA
Hospitalization Out-Patient	80% after MSRA	70% after MSRA
Imaging Eligible charges for CT, PET scans, MRIs, and the charges for related supplies.	80% after MSRA	70% after MSRA
Laboratory Out-Patient and Professional Services Sharing eligible for professional components of labs, including office, out-patient, and in-patient charges.	80% after MSRA	70% after MSRA
X-rays and Diagnostic Imaging Sharing eligible for the professional components of labs, including the office, out-patient, and in-patient charges.	80% after MSRA	70% after MSRA
Generic Prescription Drugs	No Cost-Sharing	Not eligible
Preferred Brand Drugs	50% Cost-Sharing[3]	Not eligible
Non-Preferred Brand Drugs	No Cost-Sharing	Not eligible
Mail-Order	75% Cost-Sharing[3]	Not eligible

See Legal Appendix on page 40

APPENDIX D: TERMS, CONDITIONS, & SPECIAL CONSIDERATIONS

1. The Welcome Kit you received electronically includes this Member Guide, your Membership Card(s), a Welcome Letter, and important information to activate your membership.

2. Keep your Membership Card with you at all times to present to a provider to confirm eligibility.

3. The ACA is subject to change at any time; Aliera reserves the right to adhere to those changes without notice to the Member.

4. Activate your Plan Membership by following the instructions in this Member Guide.

5. Set up your telemedicine account by following the instructions on the Welcome Letter. Within three weeks of enrollment in Aliera's telemedicine partnering company, Members receive ID Card(s) for the telemedicine service along with instructions on how to utilize the service.

6. Telemedicine operates subject to state regulations and may not be available in certain states.

7. Telemedicine phone consultations are available 24/7/365, with face-to-face internet consultations available between the hours of 7 a.m. and 9 p.m., Monday – Friday.

8. Telemedicine does not guarantee that a prescription will be written.

9. Telemedicine does 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.

10. Durable Medical Equipment (DME) – i.e. crutches, etc. – is not included in your Plan. Members will be charged for DME at time of service.

11. Aliera cannot guarantee that a provider will accept an Aliera Plan if the Member fails to contact the Aliera Concierge Service first.

12. Member Care Specialists are available to assist you, Monday through Friday, 8 a.m. to 8 p.m. ET at (844) 834-3456. If you call after hours, follow the prompts.

13. Plans may vary from state to state. Providers may be added or removed from Aliera's network at any time without notice.

14. Not all geographical areas are serviced by Aliera Healthcare. Should a Member visit an emergency room because urgent care facilities are unavailable in the Member's area, Aliera offers a one-time, once-a-year, $105 credit (ex gratia) to the Member to help offset the costs incurred.

15. Aliera telemedicine partners do not replace the Primary Care Provider.

16. 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 service.

17. Most network facilities are able to accommodate both urgent care and primary care needs.

18. Not all PPO providers accept an AlieraCare plan. While Aliera offers one of the largest PPO networks in the country, some providers may not participate.

DISCLOSURES

1. Aliera Healthcare, the Aliera Healthcare logo, and other plan or service logos are trademarks of Aliera Healthcare, Inc. and may not be used without written permission.

2. Aliera and Trinity programs are NOT insurance. Aliera Healthcare, Inc./ 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. Aliera's Healthcare Plans offer services only to Members and dependents on your Plan.

4. Aliera reserves the right to interpret the terms of this membership to determine the level of medical services received hereunder.

5. This membership is issued in consideration of the Member's application and the Member's payment of a monthly fee as provided under these Plans. Omissions and misstatements, or incorrect, incomplete, fraudulent, or intentional misrepresentation to the assumed risk in your application may void your membership, and services may be denied.

ABBREVIATIONS

ACA	Affordable Care Act (Obamacare)
CMS	Centers for Medicare and Medicaid Services
DEA	Drug Enforcement Administration
DME	Durable Medical Equipment
DPCMH	Direct Primary Care Medical Home Plans
HCSM	Health Care Sharing Ministry
MEC	Minimum Essential Coverage
PCP	Primary Care Provider
PPO	Participating Provider Organization
UC	Urgent Care

APPENDIX E: LEGAL NOTICES

The following legal notices are the result of discussions by Trinity HealthShare or other healthcare sharing ministries with several state regulators and are part of an effort to ensure that Sharing Members understand that Trinity HealthShare is not an insurance company and that it does not guarantee payment of medical costs. Our role is to enable self-pay patients to help fellow Aliera members through voluntary financial gifts.

GENERAL LEGAL NOTICE

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

STATE SPECIFIC NOTICES

Alabama Code Title 22-6A-2

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

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

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

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

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

Indiana Code 27-1-2.1

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

Kentucky Revised Statute 304.1-120 (7)

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

Louisiana Revised Statute Title 22-318,319

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

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

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

Maryland Article 48, Section 1-202(4)

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

Mississippi Title 83-77-1

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

Missouri Section 376.1750

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

Nebraska Revised Statute Chapter 44-311

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

New Hampshire Section 126-V:1

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

North Carolina Statute 58-49-12

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 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.

The ministry will assign a recommended cost sharing amount to the membership each month ("Monthly Share Amount"). By submitting the Monthly Share Amount, you instruct the ministry to assign your contribution as prescribed by the Guidelines. Up to 40% of your member contribution goes towards the administration of this plan. Administration costs are not all inclusive of vendor costs, which could account for up to 32% of the member contribution (monthly recommended share amount). Contributions to the member "Share Box" will never be less than 28% of the member monthly recommended share amount.

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.

NOTES:

ALIERACARE™

BRONZE | SILVER | GOLD

TRINITY HealthShare℠

PO Box 28220 Atlanta, GA 30358

Toll Free 844-834-3456

AlieraHealthcare.com

AlieraCare Plans Are NOT Insurance.

Cause No. D-1-GN-19-003388

STATE OF TEXAS, Plaintiff,	§	IN THE DISTRICT COURT OF
v.	§	TRAVIS COUNTY, TEXAS
THE ALIERA COMPANIES INC., F/K/A ALIERA HEALTHCARE, INC.; SHARITY MINISTRIES, INC., F/K/A TRINITY HEALTHSHARE, INC.; SHELLEY STEELE MOSES; TIMOTHY CANDACE MOSES, CHASE MOSES, and WILLIAM H. THEAD III, Defendants	§	53RD JUDICIAL DISTRICT

SECOND AMENDED PETITION AND APPLICATION FOR CIVIL PENALTIES, RESTITUTION AND TEMPORARY AND PERMANENT INJUNCTION

EXHIBIT F

MANAGEMENT AND ADMINISTRATION AGREEMENT

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

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

WHEREAS, Aliera 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, Aliera 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 Aliera to include Trinity's healthcare sharing ministry program (the "**HCSM**") as a component of an existing healthcare plan which Aliera offers, or as a new healthcare plan which Aliera 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, Aliera 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 Aliera, and that Aliera 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 Aliera 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 Aliera. Aliera has the right to use all distribution channels for such marketing and sales; provided, however, that Aliera shall not permit brokers, field agents, general agencies or call centers to combine any insurance products with the HCSM.

b. Product Development. Aliera will be responsible for plan design (defining the schedule of medical services eligible for sharing), and pricing of the Plans. Aliera 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 Aliera as an "**Aliera Product**" and included in the same Plan. Aliera also has the sole right and discretion to determine whether a Plan also includes one or more Aliera Products.

c. Marketing. Aliera 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 Aliera 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. Aliera, 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. Aliera (or its representatives or agents) will enroll new members in the Plans. Aliera is authorized to accept any enrollment from members in the Plans in its sole discretion. Aliera acknowledges and understands that, in order for members to qualify for participation in a healthcare sharing ministry, Aliera 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 Aliera. Trinity acknowledges and agrees that, because Aliera is the sole party developing and marketing the Plans (including the HCSM component) and making the sole effort to develop members, Aliera 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 Aliera.

e. Changes by Members. Members who are enrolled in any Plan are permitted to change components of Plans as directed by Aliera. Aliera 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. Aliera 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. Aliera will enter into a third party administrative services agreement with a third party administrator, which may be an affiliate of Aliera (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, Aliera shall have no obligation to provide account management and medical expense processing services for the HCSM. In addition, Aliera may engage other third party administrative service providers in connection with the Plans or this Agreement. In addition, Aliera 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. Aliera 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 Aliera, and Aliera 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 Aliera. Trinity has the sole responsibility and obligation to determine when board actions are required, and Aliera 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, Aliera'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 Aliera 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, Aliera 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 Aliera 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. Aliera acknowledges and agrees that any and all goodwill arising as a result of Aliera's use of the Trinity Marks shall inure to the benefit of Trinity, and Aliera 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 Aliera 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. Aliera Intellectual Property. Subject only to the rights expressly granted in this Agreement, Aliera owns and shall retain ownership of all Aliera Background IP. In addition, subject only to the rights and license granted in this Agreement, Aliera will solely own all right, title and interest in any Intellectual Property conceived, developed, created or discovered solely by Aliera personnel or contractors in the performance of this Agreement (the "**Aliera Intellectual Property**"). Without limiting the foregoing, Aliera 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 Aliera, even if said items bear the Brand Indicia or Trinity Marks. Neither the use of the Brand Indicia nor the Trinity Marks in the Aliera Background IP or the Aliera Intellectual Property will grant Trinity any rights in or to the Aliera 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 Aliera 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, Aliera 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 Aliera may determine, with advice of counsel, that Aliera 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 Aliera. 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 Aliera 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 Aliera'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: Aliera 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

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 Aliera 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 Aliera and Trinity as set forth below or attached, until amended or changed by mutual agreement of the parties. Aliera will obtain a valuation from an independent appraiser to ensure the payments from Trinity to Aliera for Aliera'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 Aliera for reimbursement of vendor costs will not be considered payment of services to Aliera.

AlieraCare & InterimCare

Trinity acknowledges and agrees that Aliera will receive and retain 65% of the total member share contribution for each primary member of each of the AlieraCare and Interim Care plans (the "**Total Side by Side MSC**") for the Aliera 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 Aliera, from such amount, the following fees in the following percentages for Aliera's payment of vendor cost for the AlieraCare 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
Aliera 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 Aliera, from such amount, the following fees in the following percentages for Aliera'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	90.20%
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 Aliera, from such amount, the following fees in the following percentages for Aliera'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
Aliera 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%

Cause No. D-1-GN-19-003388

STATE OF TEXAS, Plaintiff, v. THE ALIERA COMPANIES INC., F/K/A ALIERA HEALTHCARE, INC.; SHARITY MINISTRIES, INC., F/K/A TRINITY HEALTHSHARE, INC.; SHELLEY STEELE MOSES; TIMOTHY CANDACE MOSES, CHASE MOSES, and WILLIAM H. THEAD III, Defendants	§ § § § § § § § § § § § §	IN THE DISTRICT COURT OF TRAVIS COUNTY, TEXAS 53RD JUDICIAL DISTRICT

SECOND AMENDED PETITION AND APPLICATION FOR CIVIL PENALTIES, RESTITUTION AND TEMPORARY AND PERMANENT INJUNCTION

EXHIBIT G

Complaints against faith-based health share ministry sent to FBI

By Zach Despart, Staff writer

The Georgia Attorney General's office has turned over to the FBI 10 consumer complaints, including one from a Houston area woman, accusing an Atlanta company of peddling deceptive faith-based health coverage to unsuspecting customers.

This action by Georgia authorities represents a marked escalation of scrutiny of Aliera Healthcare's business practices, which have also caught the attention of regulators in several other states, including Texas.

Last month, Texas Attorney General Ken Paxton sued in state district court, accusing Aliera in a civil complaint of misleading consumers into paying thousands of dollars for coverage that often turned out to be worthless. Washington's insurance commissioner has ordered Aliera to stop doing business in that state and consumer warnings about the company now appear on state insurance department websites in New Hampshire and Massachusetts.

Authorities in Georgia confirmed they referred complaints against Aliera to federal authorities. Among them was one from Jill Baine, of The Woodlands, who said Georgia officials told her that her complaint against Aliera, which denied $195,000 in claims for her cancer treatment, was sent to the FBI's Atlanta office and she should expect a call from an agent.

"It's going to be a big case," Baine said she was told by the Georgia Attorney General's office. The FBI declined to comment because it is an ongoing investigation.

Aliera, which has denied any wrongdoing, said it was unaware of the referrals to the FBI, but would cooperate with authorities. "We remain committed to resolving member issues and to working with state regulators to ensure consumers continue to have access to healthcare sharing plans that meet their needs," the company said in a statement Thursday.

Aliera said it does not sell traditional insurance — and makes that clear to customers — so it is exempt from most insurance laws and regulations, including the obligation to pay medical bills. In a previous statement, the company said it would "vigorously defend against the false claims directed at our company and we are confident we will prevail when these questions are ultimately determined by impartial judicial review."

Obscure, but growing

Aliera markets and administers plans through a Christian-based health-share ministry, an obscure but growing category of health care coverage based on the biblical principle that the like-minded help each other in times of need. Members make monthly contributions to pay for their future medical needs. Aliera, which said it had $215 million in revenues last year, has 100,000 members nationwide, including 17,000 in Texas.

Aliera members, though, have complained to authorities that they were misled into thinking they were buying full coverage and then their medical bills were not paid — often denied because of supposed pre-existing condition or other exemptions. Under the Affordable Care Act, it is illegal for a regulated insurance company to deny a claim based on a pre-existing condition, but health-share ministries are not insurance and are not regulated by state insurance agencies.

The Texas Department of Insurance has fielded 24 Aliera complaints since July 2016; Washington insurance authorities have logged 18 complaints in the past year. New Hampshire has had 21 complaints since November 2017. Many customers have also turned to online reviews to air grievances. More than 120 people from 26 states have posted nearly universally negative reviews on Yelp.

The accusations against the company and criminal history of one of its founders were detailed in a July 7 Houston Chronicle story. Timothy Moses, who could not be reached for comment, was convicted in 2005 of two counts of felony securities fraud and one count of perjury and sentenced to 78 months in prison and ordered to pay $1.6 million in restitution. Eight months

after his probation ended, he and his wife, the current CEO, formed Aliera, court records show. Their son is company president.

On HoustonChronicle.com: Buyer beware: When religion, politics, health care and money collide

Baine bought her plan in May 2018, lured not only by the promise of Christian principles, but also the lower price for comprehensive coverage. She was urged to give it a try by a broker since she was healthy and rarely needed medical care. She signed up at $809 a month. Soon after, during a routine mammogram, a small lump was found in her right breast. A biopsy determined it was cancer.

Baine, then 57, was reeling. Two pre-approved surgeries at CHI St. Lukes Health -The Woodlands Hospital followed, removing the cancerous tumor and lymph nodes. Aliera paid for most of the two surgeries, Baine said, but only after many delays and repeated requests for medical records.

She then underwent a course of about 20 radiation treatments in September 2018 at Houston Methodist The Woodlands Hospital. The billed charge was $195,000 which Aliera denied outright, calling the treatment part of a pre-existing cancer and therefore not covered, according to her paperwork from the company.

“It makes no sense,” she said, “If they didn’t say anything about my surgery being a pre-existing condition, how can the radiation after the surgery be a pre-existing condition?”

Three months ago, she called the Georgia attorney general’s office because Aliera’s headquarters are in Atlanta. She later filed a formal complaint and sent supporting documentation. She has also filed complaints with the Texas Department of Insurance and the Texas Attorney General’s office.

On June 25, her Georgia complaint was forwarded to the Atlanta FBI, authorities told Baine by phone and confirmed with an email**.**

A spokesman for the Georgia attorney general said a batch of 10 complaints were sent to federal authorities and any future complaints could also be referred.

Sucker punched

When the FBI reviews a potential case, it does not always result in criminal charges, said Michael E. Anderson, a retired special agent formerly in charge of the Houston FBI white collar crime division. Anderson, who is not connected to this case, speculated agents would look for evidence of fraud or financial irregularities.

“The FBI is going to look at statements that the company made in selling its products to look for misrepresentation,” he said.

Baine, who is less than a year from her cancer surgery, worries not only about recovery, but also about getting her bill paid. The hospital offered to reduce the bill to $70,000, she said, but that is still far out of her reach. This week she told the hospital she would empty the entire $22,000 in her retirement savings account to settle the bill but has not heard whether it will be accepted. Houston Methodist declined to comment on the case, citing patient privacy laws.

Mostly Baine is angry with herself for falling for the Aliera sales pitch.

“When they say they are faith-based, as a believer, it just grieves me,” she said, “I feel like I was sucker punched.”

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