UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF KENTUCKY LEXINGTON DIVISION

HANNA ALBINA and AUSTIN WILLARD, individually and on behalf of others similarly situated, Plaintiffs, vs. THE ALIERA COMPANIES, INC., TRINITY HEALTHSHARE, INC., and ONESHARE HEALTH, LLC d/b/a UNITY HEALTHSHARE, LLC, Defendants.	CIVIL ACTION NO. 5:20-cv-00496-JMH

DEFENDANT TRINITY HEALTHSHARE, INC.'S MOTION TO COMPEL INDIVIDUAL ARBITRATION AND MOTION TO DISMISS FOR LACK OF STANDING, OR ALTERNATIVELY, TO DISMISS FOR FAILURE TO STATE A CLAIM

Defendant Trinity Healthshare, Inc. ("Trinity"), by and through its undersigned attorneys, moves, pursuant to the Federal Arbitration Act ("FAA"), 9 U.S.C. § 1 *et seq.*, and Federal Rule of Civil Procedure 12(b)(6), to compel mediation and individual arbitration of all claims asserted against Trinity by Plaintiff Austin Willard in Plaintiffs' Class Action Complaint and Jury Demand [Doc. 1] (the "Complaint")[1] because Willard agreed to mediate and arbitrate all disputes with Trinity. In the alternative, Trinity moves to dismiss Willard's First through Fourth Claims, in whole or in part, pursuant to Rule 12(b)(6) for failure to state a claim.

Trinity further moves to dismiss all claims asserted against Trinity by Plaintiff Hanna Albina in the Complaint pursuant to Federal Rules of Civil Procedure 12(b)(1) for lack of standing. Albina was a member of Defendant Unity Healthshare, LLC's ("Unity") heath sharing program, not Trinity's. In the alternative, if not dismissed, Trinity moves to compel mediation and individual arbitration of any surviving claims of Albina against Trinity. In the alternative, Trinity further

[1] Plaintiffs' Sixth claim for "Breach of Fiduciary Duty against Aliera and Unity" is not alleged against Trinity and Plaintiffs' Seventh Claim for unjust enrichment is only alleged against Aliera. [Doc. 1] at ¶¶ 146-161.

moves on additional grounds to dismiss Albina's First through Fourth Claims against Trinity in whole or in part, pursuant to Rule 12(b)(6) for failure to state a claim.

For the reasons set forth herein and in Trinity's Brief in Support of Defendant Trinity Healthshare, Inc.'s Motion to Compel Individual Arbitration and Dismiss for Lack of Standing, or alternatively, to Dismiss for Failure to State a Claim filed contemporaneously herewith, Trinity prays this Court enter an order dismissing Plaintiff Albina's claims against Trinity for lack of standing; compelling mediation and, in the alternative, individual arbitration of Plaintiff Willard's claims against Trinity, and of any surviving claims asserted by Plaintiff Albina against Trinity; dismissing this case without prejudice to the refiling thereof or staying this litigation pending mediation and arbitration; or, granting dismissal of Plaintiffs' claims under alternative grounds; and for such other and further relief as the Court deems just.

Dated: February 22, 2021

Respectfully Submitted,

/s/ Jon A. Woodall

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CERTIFICATE OF SERVICE

I hereby certify that on February 22, 2021, I filed the foregoing document via the Court's ECF system, which will cause a true and correct copy of the same to be served electronically on all ECF-registered counsel of record.

_/s/ Jon A. Woodall_____
Counsel for Defendant
Trinity Healthshare, Inc.

4834-9785-9293, v. 1

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF KENTUCKY LEXINGTON DIVISION

ELECTRONICALLY FILED

HANNA ALBINA and AUSTIN WILLARD, individually and on behalf of others similarly situated, Plaintiffs, vs. THE ALIERA COMPANIES, INC., TRINITY HEALTHSHARE, INC., and ONESHARE HEALTH, LLC d/b/a UNITY HEALTHSHARE, LLC, Defendants.	CIVIL ACTION NO. 5:20-cv-00496-JMH

DEFENDANT TRINITY HEALTHSHARE, INC.'S, BRIEF IN SUPPORT OF ITS MOTION TO COMPEL INDIVIDUAL ARBITRATION AND MOTION TO DISMISS FOR LACK OF STANDING, OR ATERNATIVELY, TO DISMISS FOR FAILURE TO STATE A CLAIM

Defendant Trinity Healthshare, Inc. ("Trinity"), by and through its undersigned attorneys, files this brief in support of its Motion to Compel Individual Arbitration and Motion to Dismiss for Lack of Standing, or Alternatively, to Dismiss for Failure to State a Claim. Trinity requests the Court dismiss all claims asserted against Trinity by Plaintiff Hanna Albina in Plaintiffs' Class Action Complaint and Jury Demand [Doc. 1] (the "Complaint").[1] Trinity further moves the Court to compel mediation and, in the alternative, individual arbitration pursuant to the Federal Arbitration Act ("FAA"), 9 U.S.C. § 1 *et seq*. of all claims asserted against Trinity by Plaintiff Austin Willard, and any surviving claims asserted by Plaintiff Albina, because Plaintiffs agreed to mediate and arbitrate all disputes with Trinity. In the alternative, Trinity requests that the Court

[1] Plaintiffs' Sixth claim for "Breach of Fiduciary Duty against Aliera and Unity" is not alleged against Trinity and Plaintiffs' Seventh Claim for unjust enrichment is only alleged against Aliera. [Doc. 1] at ¶¶ 146-161.

dismiss Plaintiffs' First through Fourth Claims, in whole or in part, pursuant to Rule 12(b)(6) for failure to state a claim.

I. FACTUAL BACKGROUND

A. Trinity Is A Faith-Based Health Care Sharing Ministry That Does Not Sell Or Purport To Sell Insurance

Trinity operates a not-for-profit religious organization that facilitates the voluntary sharing of medical needs among its members, referred to as Health Care Sharing Ministry ("HCSM"). *See* [Doc. 1] at ¶ 4; *id.*, App. M [Doc. 1-17] at member guide pp. 2-3, 5, 14-18, 38; A. Joseph Guarino, III, Declaration ("Guarino Decl.") at ¶¶ 4-5, Ex. 1. HCSMs, like Trinity, provide consumers that have committed to specific religious or ethical beliefs a faith-based alternative and/or supplement to health insurance. *Id.* at ¶ 6-7. Trinity's "members agree to [a] Statement of Beliefs and voluntarily submit monthly contributions into a cost-sharing account [for the sharing of medical expenses] with Trinity HealthShare, acting as a neutral clearing house between members." [Doc. 1], App. M [Doc. 1-17] at p. 3.

Trinity's ministry is based on a Biblical command from the Book of Galatians, Chapter 6, Verse 2: "Bear one another's burdens, and so fulfill the law of Christ." Guarino Decl. at ¶ 6. Before joining the HCSM, members are required to acknowledge and commit to a statement of religious beliefs as a condition of membership in Trinity's program and agree to share one another's medical costs in accordance with those beliefs. *See id.* at ¶ 7; [Doc. 1], App. M [Doc. 1-17] at pp. 2-3, 5, 14-16, 38-44. Members participate voluntarily to assist other members of Trinity's community. Guarino Decl. at ¶ 8. In January 2020, Trinity expanded its ties with the Christian community by also entering into a relationship with Faith Driven Life Church and New Horizons Church of God, LLC ("FDLC"). *Id.* at ¶ 7.

The HCSM that Trinity operates offers a variety of health care sharing programs that feature various participation levels, affording members different levels of sharing eligibility based on different levels of voluntary contributions the member may choose to make. *Id.* at ¶ 8. Member-to-member sharing for the programs is facilitated through ShareBox technology. *Id.* at ¶ 9. The

ShareBox is an application that applies a matching algorithm, whereby sharing requests for eligible medical expenses that members submit are matched with other members' voluntary contributions to Trinity's program. *Id.* The money that is used to pay for members' medical expenses after a sharing request is made comes from the members themselves, through their voluntary contributions. *Id*.

As disclosed and detailed in its Member Guides, Trinity's health care sharing program is not insurance and Trinity does not offer or purport to offer the same member benefits as insurance products. *See id.*, App. M [Doc. 1-17] at pp. cover, 2-3, 5, 14-18, 37-44 (including notice pursuant to KRS 304.1-120(7) "Notice: Under Kentucky law, the religious organization facilitating the sharing of medical expenses is not an insurance company"). Trinity does not indemnify its members or contract to reimburse its members for medical expenses. *See id.*; *see also* Guarino Decl. at ¶ 11. Trinity does not undertake to indemnify its members against loss, damage, or liability arising from a contingent or unknown event. *Id.*; *see also* [Doc. 1], App. M [Doc. 1-17] at pp. 2-3, 5, 14-16, 40-41.

In addition to being a faith-based membership, Trinity clearly discloses to prospective and current members that its programs are not insurance and the limits on each of its sharing programs, such as lifetime and annual limits and waiting periods for certain pre-existing conditions. *See id.* at front and back covers ("AlieraCare Plans are NOT Insurance"); *id.* at pp. 3 ("This publication or the membership does not guarantee or promise that your eligible medical needs will be shared by the membership"), 5 ("the AlieraCare membership is NOT health insurance"), 14 ("The Trinity Healthshare membership is not health insurance"), 26-27 (noting limits of sharing including lifetime limits and pre-existing conditions), 28-29 (providing list of services which are not eligible for sharing), 33-38 (describing limits and conditions of various plans), 40-47 (providing various disclaimers that Trinity's program is not insurance); *see also* App. D [Doc. 1-8] (screenshots of Trinity's website www.trinityhealthshare.org) at p. 4 ("Healthcare sharing is not insurance" and "Trinity Healthshare and traditional insurance are not the same"), 5 ("Trinity HealthShare is a Health Care Sharing ministry (HCSM) and not traditional health insurance"), 20 (FAQs "Is Trinity

HealthShare insurance? No. Trinity HealthShare is not insurance. This publication or membership is not issued by an insurance company, nor is it offered through and insurance company."), 23, 26, 28-29, & 32 ("THESE[/THIS] ARE NOT INSURANCE PRODUCTS"); *see also* Guarino Decl. at Ex. 3 at pp. 3, 5, 13, 16, 18, 43, 45-53 (similar disclaimers and explanations); *id*. at Ex. 5 (disclaimer "THIS IS NOT AN INSURANCE PRODUCT" on every page); *id*. at Ex. 6 at p. 5 ("**Trinity HealthShare (Trinity) is a Health Care Sharing Ministry (HCSM), not an insurance company, and does not offer any insurance products or policies. As such, Trinity does not assume any risk for medical expenses and makes no promise to pay**) (emphasis in original). Moreover, Trinity has freely and openly operated its HCSM programs in Kentucky for multiple years without any suggestion by the Kentucky Department of Insurance that it is engaging in insurance. *Id*. at ¶ 12.

B. Plaintiffs' General Allegations

Contrary to the clear disclosures provided to Trinity' members, the gravamen of Plaintiffs' Complaint is that "Defendants sold inherently unfair and deceptive health care plans to Kentucky residents, and failed to provide them with the coverage the purchasers believed they would receive." *See, e.g.*, [Doc. 1] at ¶ 12. These programs were allegedly "unfair and deceptive" because they: (a) "look" like insurance; (b) provide too-little coverage for members; and/or (c) inappropriately claimed to be part of a HCSM. *Id.* at ¶¶ 12, 14-18, 40-45, 57-65, 68-70. Plaintiffs allege the programs "qualify as insurance" while failing to meet applicable insurance regulations. *See, e.g., id.* at ¶¶ 17, 56-71. But Trinity can discern no direct relationship between these general allegations in the Complaint and the individual claims of the named plaintiffs against Trinity. *See id.* at ¶¶ 73-113.

1. Plaintiff Hanna Albina Joined Unity's Sharing Ministry in June 2017 and Was Never A Member of Trinity's Sharing Ministry

As alleged in the Complaint, on June 19, 2018, Plaintiff Hanna Albina voluntarily enrolled himself and his family in a catastrophic health care sharing program with Defendant Unity, an

entity unaffiliated with Trinity,[2] that was administered by defendant The Aliera Companies, Inc., f/k/a Aliera Healthcare, Inc. ("Aliera"). [Doc. 1] at ¶ 78; *see also id.,* App. J [Doc. 1-14] (Unity welcome email with Unity membership card), App. K [Doc. 1-15] (Unity member guide).

Aliera and Unity terminated their relationship in the summer of 2018. [Doc. 1] at ¶ 46. After that termination, Aliera made business plans to change from offering products in conjunction with Unity's sharing program, to offering products in conjunction with Trinity's sharing program. *See* Kathleen Kromodimedjo Decl., attached as an exhibit to Aliera's concurrently filed motion, at ¶ 14. As part of the contemplated transition, Aliera provided legacy Unity members with Trinity Member Guides. *See id.* at ¶ 16; *see also* [Doc. 1] at ¶ 83 & App. M [Doc. 1-17] (Trinity Member Guide Albina alleges he received). In late 2018, however, Unity sought and on December 28, 2018 obtained a temporary restraining order against Aliera to prohibit any automatic member transfer from Unity to Trinity for all HCSM programs as of August 10, 2018 (which included Albina's program with Unity) and that also precluded the commingling of any assets relating to Unity program members with any other assets of Aliera or Trinity. *See Aliera Healthcare, Inc. v. Anabaptist Healthshare, et al.*, in the Superior Court of Fulton County, GA, 2018CV30898; Guarino Decl. at ¶¶ 20-21. On April 25, 2019, the same Georgia court entered an interlocutory injunction which prohibited Aliera from unilaterally transferring members, like Albina, from Unity to Trinity and also appointed a receiver to oversee the Unity legacy accounts. *Id.* at ¶ 22-23. The injunction was not directed at Trinity, and the Georgia court held that Aliera was free to solicit Unity members to sign up with or receive products/services from Trinity and Unity members were free to make their own decision as to whether to terminate or change their plan and which HCSM they wish to associate with, if any. *See id.*

In April of 2019, Aliera, pursuant to the Court's order, sent a notice to certain legacy Unity members, including Mr. Albina, informing them of an opportunity to transition to Aliera's new HCSM partner, Trinity. *Id.* at ¶ 24; [Doc. 1] at ¶¶ 81; *id.,* App. L [Doc. 1-17]. Mr. Albina, however,

[2] *See* Guarino Decl. at ¶ 13.

never elected to change his Unity sharing program to a Trinity sharing program and never became a member of Trinity's HCSM. Guarino Decl. at ¶¶ 14-16, 25. Instead, Mr. Albina remained a member of Unity's sharing program until November 18, 2019, when his Unity membership terminated. *See* [Doc. 1] at ¶ 91; Kromodimedjo Decl. at ¶ 19.

Although Albina alleges that he submitted monthly contributions and sharing requests Trinity ([Doc. 1.] at ¶ 84, 87), Trinity has no record of Albina ever submitting any contributions, payments, documents, or sharing requests to Trinity at any time. Guarino Decl. at ¶ 14-16. The explanations of benefits ("EOBs") Mr. Albina received that included a Trinity logo (Doc. 1 at ¶ 9, App. F [Doc. 1-10], App. G [Doc. 1-11]) were a result of a clerical error made by Aliera's third-party administrator. Kromodimedjo Decl. at ¶¶ 17-18. Indeed, the Group ID "AHUNC" displayed on the EOBs stands for "Aliera Health Unity Healthcare" and confirms those EOBs relate to Albina's sharing requests to Unity and Aliera, and have nothing to do with Trinity. *Id*.

In addition to the unspecified amount of medical expenses Albina claims Aliera improperly refused to pay, Albina also asserts that he gave up on seeking further redress from Aliera or Trinity and that he and his family instead postponed and forewent medical care that they otherwise would have sought. [Doc. 1] at ¶¶ 86-90. As referenced above, Trinity has no record of Mr. Albina ever being a member of its HCSM or seeking any "redress" from Trinity. Guarino Decl. at ¶ 14-16.

2. Plaintiff Willard Joined Trinity's Sharing Ministry in June 2019

As alleged in the Complaint, effective June 15, 2019, Plaintiff Willard voluntarily signed up with Trinity's HCSM for a catastrophic health care sharing program administered by Aliera. [Doc. 1] at ¶ 103; Guarino Decl. at ¶ 27, Ex. 2. On May 23, 2019, Aliera sent a fulfillment order for Willard to be provided the Trinity Member Guide in connection with his Trinity membership. Kromodimedjo Decl. at ¶ 27; *see also* Guarino Decl. at ¶ 29. Willard did not request a refund prior to the effective date of his Trinity membership, although he could have done so. Refunds are allowed prior to the effective date of the program membership. Kromodimedjo Decl. at ¶ 21.

Willard alleges that he submitted various sharing requests for unspecified amounts to Aliera for costs associated with injections he received related to a pre-existing condition. [Doc. 1] at ¶ 105. Willard alleges that these requests were denied and that he submitted a written appeal in May of 2020. *Id.* at ¶¶ 105-106. In June of 2020, Willard voluntarily chose to change the Trinity HCSM program in which he enrolled. Kromodimedjo Decl. at ¶ 35; Guarino Decl. at ¶ 31, Exs. 4 & 6. In connection with that change, Willard received an email containing live links to his new Trinity membership card as well as the Trinity Member Guide applicable to that program. *Id.* at ¶ 31, Ex. 5.

During the course of Willard's Trinity membership, he has submitted requests for sharing in certain medical expenses pursuant to the Trinity Member Guides, and those medical expenses were submitted to the Trinity's ministry for sharing and then paid using contributions from other Trinity HCSM members. Kromodimedjo Decl. at ¶¶ 30, 41. Since becoming a member of Trinity's HCSM in June 2019, Willard has made monthly sharing contributions to Trinity's sharing program, and to date remains an active member in Trinity's HCSM. *Id*. at ¶ 29; Guarino Decl. at ¶ 30.

C. Trinity Members Agree to Mediate and Then, If Necessary, Arbitrate Any Dispute with Trinity

Both Plaintiffs allege that they joined Trinity's HCSM and had a contractual relationship with Trinity. [Doc. 1] at ¶¶ 82-83, 103-104, 114-116 (seeking rescission or reformation of contract).

When Willard voluntarily switched his program from Unity to Trinity effective June 15, 2019, he affirmed that he "understands and agrees to all fees, regulations, and limitations of the above said plan." Guarino Decl. at ¶ 27, Ex. 2. He was also sent the applicable 2019 Trinity Member Guide, that contained an arbitration provision. *Id*. at ¶ 29, Ex. 3. Then in June 2020, in

connection with his voluntary election to change his Trinity HCSM program, Willard was provided with a link to an electronic version of a new 2020 Trinity Member Guide. *Id.* at ¶ 30, Exs. 4 & 5.

As noted above, Albina was never a member of Trinity's HCSM. *Id.* at ¶¶ 14-16. Albina, however, alleges that he voluntarily switched his program from Unity to Trinity sometime in May 2019 and that he received the Trinity Member Guide. [Doc. 1] at ¶¶ 82-83.

As a condition of becoming a member of Trinity's HCSM, members agree to the specific dispute resolution provisions of the Trinity Member Guide and agree to resolve and "settle" "any dispute … with or against Trinity HealthShare, its associates, or employees" under those defined procedures. [Doc. 1], App. M [Doc. 1-17] at pp. 30-31, Guarino Decl. at Ex. 3 at pg. 34-35. The process is multi-tiered providing for an appeal process for sharing request issues, then mediation, if necessary, then, if necessary, a final dispute resolution procedure of arbitration. *Id.* The 2019 Trinity Member Guide -- that Albina alleges he received and was provided to Willard -- states (under the heading "DISPUTE RESOLUTION AND APPEAL"), in relevant part:

> **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. …
>
> 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.

[Doc. 1], App. M [Doc. 1-17] at pp. 31; Guarino Decl. Ex. 3 at pp. 35 (emphasis added).[3]

[3] As part of the arbitration agreement, Trinity also agrees to "pay the filing fees for the arbitration and arbitrator in full at the time of filing." [Doc. 1], App. M [Doc. 1-17] at 31; Guarino Decl. Ex. 3 at pp. 35.

The 2020 Trinity Member Guide that Willard received also contains a dispute resolution providing, in part:

> **C. Mediation and Arbitration.** If the dissatisfied member disagrees with the conclusion of the Internal Resolution Committee or has any other disputes or claims arising from or related to the member's relationship or dealings with Trinity/Aliera, then the Dispute shall be resolved by first submitting it to mediation. The dissatisfied member shall submit to Trinity/Aliera a written request to mediate the Dispute. The mediation will occur in the state where you reside, or in Atlanta, Georgia, whichever you prefer.
>
> If the Dispute is not resolved through mediation, then the matter shall be submitted to legally binding arbitration in accordance with the applicable Rules and Procedure of the American Arbitration Association (or "AAA"), except the AAA Rules on class arbitration shall not apply. Notwithstanding any Rule or Procedure of the AAA, the member and Trinity/Aliera agree that the arbitrator shall be restricted to resolving only the Dispute between the dissatisfied member and Trinity/Aliera and will not be allowed to conduct any consolidated or class-wide arbitration proceedings involving claims or disputes of other members. The dissatisfied member waives any right to represent others in a class action or to participate as a class member in any class action. The member and Trinity/Aliera agree that the arbitrator selected to resolve the Dispute shall also have exclusive authority to resolve all gateway issues of arbitrability, including without limitation all issues of his/her own jurisdiction; all issues about the formation, interpretation, applicability, validity, or enforceability of this arbitration provision or the Member Guide; all issues about what claims or disputes or parties are covered by this arbitration provision; and all substantive or procedural defenses to enforcement of this arbitration provision.…

Guarino Decl. Ex. 5 at pp. 31-33 (emphasis added).[4] The alternative dispute resolution provision in the 2020 Member Guide provided to Mr. Willard also states that "[t]o the extent permitted by law, these private dispute resolution procedures supersede any prior private dispute resolution procedures in any previously issued Guidelines and are specifically incorporated in any other previously-issued Guidelines." *Id.* at 33.

[4] As part of the arbitration agreement, Trinity and Aliera also agree to "pay the filing fees for the arbitration at the time of filing, and it shall pay the arbitrator's fee." Guarino Decl. Ex. 5 at p. 32.

Willard and Albina (to the extent his allegations that he was a member of Trinity's HCSM are accepted as true) failed to comply with these dispute resolution process by not exhausting the appeals process, engaging in mediation, or engaging in arbitration with Trinity. *See generally* [Doc. 1] at ¶¶ 85-90, 105-110.

II. LEGAL STANDARDS

A. The Federal Arbitration Act and Federal Rule of Civil Procedure 12(b)(6)

The FAA, enacted in 1925, manifests a long-standing "strong federal policy in favor of enforcing arbitration agreements."[5] *Dean Witter Reynolds, Inc. v. Byrd*, 470 U.S. 213, 217, 221 (1985). Specifically, section 2 of the Act provides that arbitration agreements "shall be valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract." 9 U.S.C. § 2. The Supreme Court has further explained that the FAA is a congressional command instructing "federal courts to enforce arbitration agreements according to their terms . . . ." *Epic Sys. Corp. v. Lewis*, 138 S. Ct. 1612, 1619 (2018). In line with these principles, courts must place arbitration agreements on an equal footing with other contracts and enforce them according to their terms." *Id.* at 339 (citations omitted); *Am. Exp. Co. v. Italian Colors Rest.*, 570 U.S. 228, 233 (2013) (courts must "rigorously enforce arbitration agreements according to their terms"). "[W]hen asked by a party to compel arbitration under a contract, a federal court must determine whether the parties have agreed to arbitrate the dispute at issue. If the district court is satisfied that the agreement to arbitrate is not 'in issue,' it must compel arbitration." *Great Earth Companies, Inc. v. Simons*, 288 F.3d 878, 889 (6th Cir. 2002) *quoting*

[5] Because the sharing guidelines and transfer of contributions are between Kentucky residents, [Doc. 1] at ¶¶ 1-2, and a Georgia entity, *id.*, ¶ 4, the relationship involves interstate commerce, and the FAA governs. *See* 9 U.S.C. § 2; *see also* Guarino Decl. Ex. 5 at p. 33 ("You agree that Trinity/Aliera's business operations and your transactions with Trinity/Aliera involve and affect interstate commerce. The Federal Arbitration Act applies to and governs this arbitration provision, not the arbitration laws or procedures of any state.") The Supreme Court has "interpreted the term 'involving commerce' in the FAA as the functional equivalent of the more familiar term 'affecting commerce'—words of art that ordinarily signal the broadest permissible exercise of Congress' Commerce Clause power." *Citizens Bank v. Alafabco, Inc.*, 539 U.S. 52, 56 (2003) (citation omitted). The Court has further explained the phrase "evidencing a transaction" means only that the transaction turns out to have involved interstate commerce, "even if the parties did not contemplate an interstate commerce connection." *Allied–Bruce Terminix Cos., Inc. v. Dobson*, 513 U.S. 265, 277-81 (1995).

Stout v. J.D. Byrider, 228 F.3d 709, 714 (6th Cir. 2000), *cert. denied*, 531 U.S. 1148, 121 S.Ct. 1088, 148 L.Ed.2d 963 (2001) (internal punctuation and quotations omitted).

Because of the strong federal policy in favor of arbitration, the party seeking to avoid arbitration has the "heavy burden" of proving that the provision is invalid or unenforceable. *See Diversicare Leasing Corp. v. Robinson*, No. CV 19-117-HRW, 2020 WL 4606861, at *2 (E.D. Ky. Aug. 11, 2020) (citing *Louisville Peterbilt, Inc. v. Cox* 132 S.W.3d 850, 857 (Ky. 2004) and *Hurley v. Deutsche Bank Trust Co. Ams.*, 610 F.3d 334, 338 (6th Cir. 2010)). "A district court's duty to enforce an arbitration agreement under the FAA is not diminished when a party bound by the agreement raises claims arising from statutory rights." *Stout*, 228 F.3d at 715. The FAA governs all aspects of arbitration procedure and preempts inconsistent state law. *See Doctor's Assoc., Inc. v. Casarotto*, 517 U.S. 681, 688, 116 S.Ct. 1652, 134 L.Ed.2d 902 (1996); *Moses H. Cone Mem. Hosp. v. Mercury Constr. Corp.*, 460 U.S. 1, 24 (1983).

If the arbitration provision is valid, the validity of the remainder of the contract is for the arbitrator to decide. *Nitro-Lift Technologies, L.L.C. v. Howard*, 133 S. Ct. 500, 503 (2012). Where an arbitration agreement exists, any doubts concerning the arbitrability of a claim must be resolved in favor of arbitration. *Moses H. Cone*, 460 U.S. at 24-25. And in circumstances like here, where the agreement incorporates "the Rules and Procedure of the American Arbitration Association," [Doc. 1], App. M [Doc. 1-17] at p. 31; Guarino Decl. at Ex. 3 at p. 35, Ex. 5 p. 32, the question of arbitrability of a claim is delegated to the arbitrator. *See Blanton v. Domino's Pizza Franchising LLC*, 962 F.3d 842, 846 (6th Cir. 2020), *cert. denied sub nom. Piersing v. Domino's Pizza*, No. 20-695, 2021 WL 231566 (U.S. Jan. 25, 2021) (holding that "the incorporation of the AAA Rules provides clear and unmistakable evidence that the parties agreed to arbitrate arbitrability" and noting that every other Circuit to address the question has held the same) (citations and internal quotations omitted).

This Court has held that a motion to compel arbitration based on a mandatory arbitration provision is most properly considered as a motion for summary judgment under Fed. R. Civ. P. 56 when, as here, the parties submit matters outside the pleadings in support of the motion to compel.

See FCCI Ins. Co. v. Nicholas Cnty. Library, No. 5:18-cv-038-JMH, 2019 U.S. Dist. LEXIS 42156, at *12-13 (E.D. Ky. March 15, 2019). As a result, while this Court must construe the facts in the light most favorable to Plaintiffs, it need not accept the Complaint's factual allegations as true. *Id.* at *13. Instead, this Court should grant Trinity's motion if "no genuine dispute exists as to any material fact" concerning whether arbitration should be compelled. *Id.*

B. Federal Rule of Civil Procedure 12(b)(6)

The court may also dismiss a complaint for failure to state a claim. *See* Fed. R. Civ. P. 12(b)(6). A motion under Rule 12(b)(6) should be granted if the plaintiff does not allege a claim that is "plausible on its face." *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (quoting *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007)). A court must accept all factual allegations in the complaint as true, *U.S. ex rel. Sheldon v. Kettering Health Network*, 816 F.3d 399, 407 (6th Cir. 2016), but it need not accept unreasonable inferences or legal conclusions cast in the form of factual allegations. *See Iqbal*, 556 U.S. at 681. A court may also consider "matters of public record[] as well as documents attached to the defendant's motion to dismiss if they are referred to in the complaint and are central to the plaintiff's claims." *Preferred Auto. Sales, Inc. v. DCFS United States, LLC*, 625 F. Supp. 2d 459, 460 n.1 (E.D. Ky. 2009) (citation omitted).

C. Federal Rule of Civil Procedure 12(b)(1)

"A motion that alleges lack of standing is properly characterized as a motion to dismiss for lack of subject matter jurisdiction under Rule 12(b)(1)." *Hosp. Auth. of Metro. Gov't of Nashville v. Momenta Pharm., Inc.*, 353 F. Supp. 3d 678, 686 (M.D. Tenn. 2018). A Rule 12(b)(1) motion can either attack the claim of jurisdiction on its face, in which case all allegations of the plaintiff must be considered as true, or it can attack the factual basis for jurisdiction, in which case the trial court must weigh the evidence and the plaintiff bears the burden of proving that jurisdiction exists. *See RMI Titanium Co. v. Westinghouse Elec. Corp.*, 78 F.3d 1125, 1133-35 (6th Cir.

1996); *United States v. Ritchie,* 15 F.3d 592, 598 (6th Cir. 1994); *Ohio Nat'l Life Ins. Co. v. United States,* 922 F.2d 320, 325 (6th Cir. 1990).

Standing to sue is a doctrine rooted in the traditional understanding of a "case or controversy," and to establish it a plaintiff must demonstrate that she "(1) suffered an injury-in-fact, (2) that is fairly traceable to the challenged conduct of the defendant, and (3) that is likely to be redressed by a favorable judicial decision." *Spokeo, Inc. v. Robins*, 136 S. Ct. 1540, 1547 (2016); *see also Lujan v. Defs. of Wildlife*, 504 U.S. 555, 560-61 (1992). To do so, Plaintiffs must show that they suffered "an invasion of a legally protected interest that is 'concrete and particularized' and 'actual or imminent, not conjectural or hypothetical.'" *Spokeo,* 36 S. Ct. at 1548 (quoting *Lujan*, 504 U.S. at 560). "Article III standing requires a concrete injury even in the context of a statutory violation." *Spokeo,* 36 S. Ct. at 1549. "[P]ossible future injury [is] not sufficient." *Clapper v. Amnesty Int'l USA*, 568 U.S. 398, 409 (2013) (internal citations and quotations omitted). Where based on the possibility of future harm, that harm must be imminent such that it is "*certainly impending*." *Id.* (emphasis original). "[F]ears of hypothetical future harm that is not certainly impending" do not confer standing. *Id.* at 416.

III. ARGUMENT

A. Albina's Claims Against Trinity Should Be Dismissed For Lack of Standing

Plaintiff Albina lacks standing to sue *Trinity* for any of his claims because he was never a member of Trinity's HCSM. The only "injury-in-fact" he alleges in the Complaint is for the failure of *Unity* to fully share in the medical expenses that he incurred. *See* [Doc. 1] at ¶¶ 73-94. Mr. Albina never joined Trinity's HCSM, but instead remained a member of Defendant Unity's HCSM from August 2018 to November 2019. *Id*. at ¶19; Kromodimedjo Decl. at ¶¶ 8,19; *see also* Guarino Decl. at ¶¶ 14-16. Accordingly, none of his alleged injury is fairly traceable to the conduct of Trinity or establishes a "case or controversy" with Trinity.

The allegations in the Complaint further demonstrate that Albina lacks standing against Trinity for his claims as each is premised on an alleged injury from denial of a sharing request.

First, the alleged violations of the Kentucky Insurance Code for unfair competition and deceptive practices ("Second Claim") and bad faith and unfair claims settlement practices ("Third Claim") allege injury for denial of care and "excuses not to pay [] claims, or to unreasonably delay in the payment of the claims." *See* [Doc. 1] at ¶¶ 122, 130. The alleged violation of Kentucky's False Advertising Law ("Fourth Claim") likewise alleges injury for not providing the benefits offered or that should have been offered (i.e., sharing of medical expenses). *See id*. at ¶ 134. The alleged Breach of Fiduciary Duty count ("Fifth Claim") asserts that "Plaintiff[] … ha[s] been arbitrarily denied claims for medical expenses" and Plaintiff has been injured because "[f]unds that should have been used to pay [his] claims" were not. *See id*. at ¶¶ 143, 145. The alleged Unjust Enrichment count ("Seventh Claim"), although only asserted against Aliera, similarly alleges Plaintiff's contributions were "retained" while his medical claims were "arbitrarily den[ied.]" *See id.* at ¶ 161. But there are no factual allegations in the Complaint supporting that *Trinity* denied or delayed in sharing in any eligible expenses that Albina incurred or that *Trinity* improperly used funds that should have been paid to Albina or that *Trinity* improperly retained contributions made by Albina to Trinity while arbitrarily denying any of his sharing requests. As Albina's only denied (or limited) sharing requests alleged in the Complaint relate solely to the alleged failure by Unity (or Unity's administrator Aliera) to fully share in those expenses, Albina lacks standing to sue *Trinity* for each of his claims.

Albina attempts to overcome his lack of standing by asserting in conclusory fashion that he switched to Trinity's HCSM program and, based on a solicitation email he received from Aliera, believed that his "existing claims would transfer to and be assumed by Trinity." [Doc. 1] at ¶ 81, App. L [Doc. 16]. Not only does this unsupported statement defy common sense—that Trinity would simply agree to "assume" the alleged liabilities of a wholly separate and unaffiliated company and one that is effectively a competitor[6]—the naked conclusion is also belied by the facts submitted into the record. Albina never joined or transferred to Trinity's HCSM. Guarino Decl. at

[6] *See* Guarino Decl. at ¶ 13.

¶¶ 14-16, 25. Rather, he chose to remain on his Unity HCSM plan until he opted to terminate it in November 2019. Kromodimedjo Decl. at ¶¶ 8,19; [Doc. 1] at ¶ 91. Any contributions Albina submitted thus went to and remained with Unity and Albina must look to Unity for reimbursement of any eligible sharing expenses that he incurred while a member of Unity. Guarino Decl. at ¶ 14-16, 22-25. Trinity does not have any responsibility or commitment to share medical expenses incurred by persons who were never members of Trinity's HCSM.

None of the other claim allegations support that Albina suffered any other injury-in-fact that is fairly traceable to the conduct of Trinity. For example, while hiss Unfair Competition Law ("Second Claim"), Bad Faith and Kentucky's Unfair Claims Settlement Practices Act ("UCSPA") ("Third Claim"), and False Advertising Law ("Fourth Claim") counts identify a litany of purported general misrepresentations by "Defendants" or "Unity and Trinity," *see* [Doc. 1] at ¶¶ 118-134, there are no specific non-conclusory factual allegations supporting that any of these purported misrepresentations were *made to* Albina by Trinity or that Albina *relied* on any such representations, *see id.* at ¶¶ 73-94. Similarly, contrary to the conclusory allegations in paragraphs 87, 88, and 94 of the Complaint, Trinity did have any obligation to pay the cost of Albina's sharing requests because he was never a member of Trinity's HCSM. Guarino Decl. at ¶¶ 14-16, 25.

Albina thus lacks standing to pursue any of his claims against Trinity and the claims should be dismissed.

B. The Court Should Compel Plaintiff Willard to Individual Mediation and Arbitration and Dismiss Plaintiffs Complaint or Stay the Litigation

1. Willard Agreed to Arbitrate His Disputes with Trinity

As alleged in the Complaint, the only relationship between Trinity and Willard is through an alleged contractual relationship that began when he joined the Trinity HCSM as a member and agreed to the program's guidelines. [Doc. 1] at ¶¶ 103; *see also* Guarino Decl. at ¶ 27, Ex. 2.

The core allegation of every one of Plaintiffs' claims is that a request for reimbursement of a medical expense was denied or unreasonably delayed. *See* [Doc. 1] at ¶¶ 115-116, 122, 130,

134 145, 157, 161. Thus, to the extent the claims concern Willard's membership in Trinity, every claim asserted in the Complaint involves a "controversy or claim arising out of the Sharing Guidelines," *see* [Doc. 1], App. M [Doc 1-17] at p. 30-31; Guarino Decl. Ex. 3 at p. 35; *see Huffman v. Hilltop Companies*, LLC, 747 F.3d 391, 395 (6th Cir. 2014) (holding that arbitration clause providing that any claim arising out of or relating to the agreement, or the breach thereof, was "broadly-worded," thus giving rise to presumption of arbitrability).[7] But for the program's member sharing guidelines, Willard would not have made voluntary contributions as part of his membership, Willard would not be seeking rescission or reformation, and Willard would not be complaining about Trinity's allegedly wrongful actions in connection with its HCSM.

That Willard alleges "illegal contract" and tort claims, including under Kentucky statutory law, does not alter the conclusion that Willard's claims all arise out of the Member Guide and his continued membership in Trinity's HCSM and fall within the arbitration agreement. *See, e.g.*, *Buckeye Check Cashing, Inc. v. Cardegna*, 546 U.S. 440, 449 (2006) (finding challenge to a contract as illegal is subject to arbitration under the FAA); *DeFrank v. Atl. Specialty Ins. Co., LLC*, No. 2:19-CV-3645, 2020 WL 3777012, at *3 (S.D. Ohio July 7, 2020) (finding bad faith claims related to claim denial were subject to arbitration under the FAA); *Baquie v. E. Energy Corp.*, No. 1:09-CV-00121-TBR, 2010 WL 1416557, at *7 (W.D. Ky. Apr. 2, 2010) (compelling arbitration of claims including statutory and breach of fiduciary duty claims).

Consequently, the mediation and arbitration agreements apply to all claims and disputes asserted in the Complaint against Trinity. And Willard cannot appropriately argue that he did not

[7] The 2020 Trinity Member Guide Willard received when he voluntarily elected to change his Trinity HCSM program contains similarly broad language stating that "by becoming a Member of Trinity HealthShare, you agree that any past, present, or future claim, controversy, or dispute of any description (the "Dispute") that you have arising out of, relating to, or in connection with your relationship or dealings with Trinity HealthShare and/or The Aliera Companies Inc." Guarino Decl. Ex. 5 at p. 31.

agree to the dispute resolution provision by merely claiming that he did not receive the Member Guide. Willard agreed to be bound by all "regulations, and limitations of the [Trinity] plan" when he signed the authorization form agreeing to transfer from Unity to Trinity. Guarino Decl. Ex. 2. By signing that form, Willard agreed to the arbitration agreement set forth in the 2019 Trinity Member Guide. *See I3 Triple Crown Holdings, LLC v. Lowes Home Centers, LLC*, No. 5:19-CV-00057-JMH, 2019 WL 3321725, at *7 (E.D. Ky. July 24, 2019) (declining to excuse plaintiff from complying with the arbitration provision just because it failed to inquire as to the terms and conditions that were incorporated in the agreement signed by plaintiff); *Treved Exteriors, Inc. v. Lakeview Const., Inc.*, No. CIV.A. 13-83-DLB-JGW, 2014 WL 1047117, at *5 (E.D. Ky. Mar. 18, 2014) (holding that the arbitration agreement that was incorporated into the subcontract signed by plaintiff by reference to terms and conditions was enforceable); *Bi-State Insulation, Inc. v. Geiler Co.*, No. 1:19-CV-40, 2019 WL 2503198, at *4 (S.D. Ohio June 17, 2019), *report and recommendation adopted*, No. 1:19CV40, 2019 WL 3006264 (S.D. Ohio July 10, 2019) ("The Sixth Circuit has likewise recognized incorporation by reference as a theory for binding parties to an arbitration agreement.")

Willard further affirmed his assent to the agreement to arbitrate by his failure to cancel his membership after he received the Trinity Member Guide but before his membership became effective. Willard executed the plan update authorization form on April 27, 2019, and was mailed a Trinity Member Guide. Kromodimedjo Decl. at ¶¶ 26-27; Guarino Decl. at ¶ 29, Ex. 3. His membership became effecting June 15, 2019 and he did not request a refund before his effective date despite the fact that such refunds are permitted under the program. Kromodimedjo Decl. at ¶ 28. Instead, Willard continued to participate in Trinity's HCSM program and make contributions under the 2019 Member Guide. *See* [Doc. 1] at ¶ 104; Kromodimedjo Decl. at ¶¶ 29-30; Guarino

Decl. at ¶ 30. All of these actions confirm Willard's assent to the arbitration provision set forth in the 2019 Member Guide. *See Higgs v. Auto. Warranty Corp. of Am.*, 134 F. App'x 828, 831-32 (6th Cir. 2005) (holding that plaintiff assented to an arbitration agreement in a "service contract" that he did not receive until after he submitted his application and payment because he had ten days upon receipt of the service contract to cancel and receive a refund but did not do so); *Adkinson v. Prof'l Serv. Indus., Inc.*, 1998 WL 34202235 at *2–3 (W.D. Ky. May 11, 1998) (finding an arbitration plan enforceable where the employee did not sign the arbitration agreement but continued working for six months after the plan was adopted); *Polly v. Affiliated Computer Servs., Inc.*, No. CIV.A. 10-135-ART, 2011 WL 93715, at *2 (E.D. Ky. Jan. 11, 2011) ("Kentucky courts will also enforce unsigned arbitration agreements where the parties have indicated acceptance of the contract through their actions.").

Finally, Willard indisputably agreed to arbitrate his disputes with Trinity when, after participating in Trinity's HCSM program for approximately one year, he elected to change his Trinity HCSM program. Kromodimedjo Decl. at ¶ 35; Guarino Decl. at ¶ 31, Exs. 4-6. In connection with that election, Willard received the 2020 Member Guide containing a mediation and arbitration provision that supersedes the dispute resolution provision in the prior Member Guide and expressly provides that "[b]y continuing to make monthly sharing contributions, the member recognizes his/her consent to incorporation of these private dispute resolution procedures in any applicable Guidelines." *Id*. Ex. 5 at p. 33.

To the extent Willard has any legitimate surviving disputes with Trinity, the Court should dismiss the Complaint and require that he first, as a condition precedent to filing litigation, mediate those disputes with Trinity. *See, e.g., Pinnacle Design/Build Grp., Inc. v. Kelchner, Inc.*, No. 1:20-CV-00047, 2020 WL 5760565, at *4 (S.D. Ohio Sept. 28, 2020) (holding that pursuant to the terms

of the agreement mediation as a condition precedent to arbitration and it has been satisfied is a subsidiary question reserved to the arbitrator); *John Wiley & Sons, Inc. v. Livingston*, 376 U.S. 543, 557, 84 S.Ct. 909, 11 L.Ed.2d 898 (1964) (holding that an arbitrator should decide whether the first two steps of a grievance procedure were completed, where these steps are "prerequisites" to arbitration).

In the alternative, the Court should compel Willard to arbitrate any disputes remaining with Trinity pursuant to the binding arbitration provisions.

2. The Parties Clearly and Unmistakably Delegated All Questions of Arbitrability to the Arbitrator

Any challenges by Willard (or Albina) to the arbitrability of those claims should also be determined by an arbitrator. Indeed, the arbitration agreement in the 2020 Member Guide expressly provides that:

> The member and Trinity/Aliera agree that the arbitrator selected to resolve the Dispute shall also have exclusive authority to resolve all gateway issues of arbitrability, including without limitation all issues of his/her own jurisdiction; all issues about the formation, interpretation, applicability, validity, or enforceability of this arbitration provision or the Member Guide; all issues about what claims or disputes or parties are covered by this arbitration provision; and all substantive or procedural defenses to enforcement of this arbitration provision.

Guarino Decl. Ex. 5 at p. 32. Even if the Court determined that the 2020 Member Guide arbitration provision did not control, however, arbitrability should be decided by the arbitrator for several reasons.

First, Plaintiffs cannot properly challenge the validity of the arbitration provision by asserting that the Trinity sharing program itself, which includes the provision in its Member Guide, is "illegal." In *Buckeye Check Cashing, Inc. v. Cardegna*, where the borrowers sought to avoid arbitration by asserting that the loan agreements containing the arbitration provisions were illegal

contracts because they violated Florida's usury laws, the Supreme Court rejected this argument, holding that where a party advances a challenge to "the validity of the contract as a whole, and not specifically to the arbitration clause," the challenge "must go to the arbitrator." *Id.*, 546 U.S. at 449; *see also Great Earth Companies, Inc. v. Simons*, 288 F.3d 878, 890 (6th Cir. 2002) ("Once the district court determines that a valid agreement to arbitrate exists, challenges to other distinct parts of the contract are to be resolved by the arbitrator.").

Second, all issues as to the validity or enforceability of the Trinity arbitration provision have been delegated to the arbitrator by incorporation of the rules of the American Arbitration Association. *See* [Doc. 1], App. M [Doc. 1-17] at p. 31; Guarino Decl. Ex. 3 at p. 35, Ex. 5 at p. 32. Both the Supreme Court and the Sixth Circuit have concluded that such incorporation delegates all gateway issues to the arbitrator, whether expressly stated in the agreement or incorporated by reference in arbitral body rules, and provides clear and unmistakable evidence that the parties agreed to arbitrate arbitrability. *See Rent-A-Center W., Inc. v. Jackson*, 561 U.S. 63, 72-73 (2010); *Blanton v. Domino's Pizza Franchising LLC*, 962 F.3d 842, 846 (6th Cir. 2020), *cert. denied sub nom. Piersing v. Domino's Pizza*, No. 20-695, 2021 WL 231566 (U.S. Jan. 25, 2021); *McGee v. Armstrong*, 941 F.3d 859, 865–66 (6th Cir. 2019).

Finally, Plaintiffs cannot properly challenge the arbitration provision if such challenge will require the Court to decide an ultimate merits issue in the case, such as whether Trinity's sharing program is "illegal insurance," *see* [Doc. 1] at ¶ 23. As the Supreme Court explained in *Henry Schein, Inc. v. Archer & White Sales, Inc.*, a court seeking to determine whether a claim should be arbitrated "may not 'rule on the potential merits of the underlying' claim that is assigned by contract to an arbitrator." *Id.*, 139 S.Ct. 524, 529 (2019) (quoting *AT&T Techs., Inc. v. Commc'ns Workers of Am.*, 475 U.S. 643, 649-50 (1986)); *see also S. Jersey Sanitation Co. v. Applied*

Underwriters Captive Risk Assurance Co., Inc., 840 F.3d 138, 146 (3d Cir. 2016) (concluding it was for the arbitrator, not the court, to decide the "precise nature" of whether the transactions at issue constituted insurance); *Green v. SuperShuttle Int'l, Inc.,* 653 F.3d 766, 769-70 (8th Cir. 2011) (concluding that an arbitrator, pursuant to a delegation clause incorporating AAA rules, had to decide whether claims were exempt from the FAA on the grounds that the plaintiffs were "transportation workers," the ultimate merits issue in the case).

Lower courts have followed the Supreme Court's command and held that challenges to the enforceability of arbitration clauses that are necessarily tied to the enforceability of the entire contract must be arbitrated. *See, e.g.*, *Int'l Union v. Cummins, Inc.*, 434 F.3d 478, 486 (6th Cir. 2006) (rejecting argument against arbitration because it "would require [the court] to consider the underlying merits of the claim"); *Jackson v. Aliera Cos.*, No. 19-cv-01281-BJR, 2020 U.S. Dist. LEXIS 149772, at *10 (W.D. Wash. Aug. 18, 2020) (granting Trinity's and Aliera's motion to compel arbitration after concluding that "Plaintiffs' basis for arguing that AlieraCare is illegal and their basis for arguing that the arbitration clause is void are the same").

Because all surviving claims asserted against Trinity are subject to arbitration pursuant to the dispute provisions of the Trinity Member Guide, any such disputes with Trinity should be mediated and then, if necessary, decided in arbitration. This Court has the authority to, and should, dismiss all surviving claims asserted against Trinity and compel Willard to mediation and arbitration. If the Court does not dismiss all of the claims asserted against Trinity, then, pursuant to § 3 of the FAA (9 U.S.C. § 3), the Court should also "stay the trial of the action until…arbitration has been had in accordance with the terms of the agreement…." *Id.*

3. In The Alternative, Even If The Parties Did Not Delegate Arbitrability to The Arbitrator, Willard's Claims Are Arbitrable

As stated above, the parties agreed to arbitrate arbitrability. But even if questions of arbitrability were not delegated and this Court were to decide them, there is no material dispute of fact that the arbitration agreements in Trinity's Member Guides are enforceable and require arbitration of Willard's claims.

a) Willard's Claims Are Within The Scope of The Arbitration Agreement

Willard expressly agreed that any and all disputes he might have with Trinity are subject to arbitration. Guarino Decl. Exs. 2, 3, & 5. The arbitration agreement in the 2019 Member Guide requires arbitration of "***any*** dispute [a member] ha[s] with or against Trinity" and that arbitration "shall be the sole remedy for ***any*** controversy or claim arising out of the Sharing Guidelines . . . ." *Id*. at Ex. 3 at pp. 34-35. The 2020 Member Guide's alternative dispute resolution ("ADR") provision supersedes all prior ADR provisions in the Guidelines and requires mediation and arbitration of "any past, present, or future claim, controversy, or dispute of any description (the "Dispute") that [a member] ha[s] arising out of, relating to, or in connection with [their] relationship or dealings with Trinity HealthShare and/or The Aliera Companies Inc." *Id*. at Ex. 5 at p. 31. Because the arbitration agreements require that "any" disputes members might have with Trinity must be submitted to arbitration, without exception, all of Willard's claims asserted in this lawsuit fall within the scope of the arbitration agreements and must be arbitrated. *Cf. Lowry v. JPMorgan Chase Bank, N.A.*, 522 F. App'x 281, 283 (6th Cir. 2013) (compelling arbitration based on agreement to refer "any claim or dispute" to arbitration).

b) KRS 417.050(2) Does Not Prohibit Enforcement of The Parties' Arbitration Agreements

Plaintiffs assert that the arbitration agreements in the Trinity Member Guides violate KRS 417.050(2). [Doc. 1] at ¶¶ 71, 126. The statute provides that arbitration agreements in "insurance

contracts" are unenforceable and the McCarran-Ferguson Ferguson Act "'reverse preempt[s]' the FAA to save KRS 417.050(2) from federal preemption." *Nat'l Home Ins. Co. v. King*, 291 F. Supp. 2d 518, 530 (E.D. Ky. 2003).

i. The Arbitrator Must Decide The Threshold Issue of Whether Trinity's HCSM Program Is "Insurance" Subject to KRS 417.050(2)

The question of whether Trinity's HCSM programs are "insurance contracts" within the meaning of KRS 417.050(2) is a question of arbitrability that must be determined by the arbitrator, not this Court. *See Milan Express Co. v. Applied Underwriters Captive Risk Assur. Co.*, 590 F. App'x 482, 484–86 (6th Cir. 2014) (because the parties' arbitration agreement contained a delegation clause, the question of whether the arbitration agreement was invalid under Nebraska's analogue to KRS 417.050(2) was a gateway question of arbitrability for the arbitrator); *see also S. Jersey Sanitation Co. v. Applied Underwriters Captive Risk Assurance Co.*, 840 F.3d 138, 146 (3d Cir. 2016) (concluding that the arbitrator must decide "the precise nature" of a reinsurance participation agreement and whether it fell within the scope of Nebraska's analogue to KRS 417.050(2)).

As discussed above, *supra* III.B.2, in deciding whether the parties have agreed to submit a particular grievance to arbitration, the Court should not rule on the potential merits of the underlying claims. *See AT&T Techs. v. Communs. Workers of Am.*, 475 U.S. 643, 649 (1986). Plaintiffs' claims against Trinity are all premised on the allegation that Trinity should be deemed "illegal insurance" rather than a valid HCSM that is exempt from insurance law, and thus any challenge to arbitrability on that basis necessarily implicates the parties' core dispute. Moreover, determining whether Trinity's programs are actually "insurance" under KRS 304.1-030 would require intensive factual development and discovery, which the parties agreed to submit to an

arbitrator under the AAA Rules.[8] Thus, if the parties were required to litigate the KRS 417.050(2) issue as a threshold arbitrability question, they essentially would have to conduct full discovery on their central dispute under the Federal Rules of Civil Procedure. Doing so would deprive the parties of the key benefits of their agreement to arbitrate: streamlined and less costly discovery, and having an arbitrator (rather than a court) decide the merits of their dispute. Accordingly, the arbitrator, and not this Court, should decide whether Willard's Trinity HCSM program constitutes "insurance" under Kentucky law.

ii. Even If It Were Proper For This Court to Consider KRS 417.050(2), It Does Not Apply Because Trinity's HCSM Program Is Exempted From Insurance Regulation by KRS 304.1-120(7).

Even if the question of arbitrability were properly before this Court and it were to consider the applicability of KRS 417.050(2), the statute does not apply to Trinity. Trinity operates an HCSM that is exempt from KRS 304.1-030's definition of "insurance." Kentucky's HCSM safe-harbor statute, KRS 304.1-120(7), exempts religious organizations meeting certain criteria from Kentucky insurance regulation. Thus, if an entity satisfies KRS 304.1-120(7), it cannot be considered to enter into "insurance contracts" within the meaning of KRS 304.1-030 and KRS 417.050(2), and the validity of its arbitration agreements is unaffected by KRS 417.050(2).

Trinity meets all of KRS 304.1-120(7)'s criteria. Trinity is a 501(c)(3) non-profit religious organization satisfying subpart (a). Guarino Decl. Dec. ¶ 4, Ex. 1. Trinity's ministry is based on a religious tradition of mutual aid, neighborly assistance, and burden sharing. Guarino Decl. at ¶¶ 6-

[8] Indeed, when the Kentucky Supreme Court considered whether a different HCSM's programs constituted "contracts for insurance" under KRS 304.1-030 and a prior version of KRS 301.1-120(7), it did so only after full discovery and a bench trial. *See Commonwealth v. Reinhold*, 325 S.W.3d 272 (Ky. 2010). The court's analysis depended on a thorough review of the particular HCSM's sharing programs, guidelines, and marketing. *Id.* at 276–78. KRS 301.1-120(7) was later materially amended as a legislative fix to the outcome in *Reinhold*, leaving the substantive result in *Reinhold* of little to no value, but it remains true that determining whether a particular plan is actually a contract for insurance would be a fact-intensive inquiry.

7, Ex. 3 p. 5. In January 2020, Trinity expanded its ties with the Christian community by also partnering with Faith Driven Life Church and New Horizons Church of God, LLC ("FDLC"). *Id.* at ¶ 6.

In accordance with subsection (b), Trinity's HCSM members are required to acknowledge and commit to the following statement of religious beliefs as a condition of membership in Trinity's HCSM program:

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

See [Doc. 1], App. M [Doc. 1-17] at 3, 5, 14-16; Guarino Decl. at ¶ 6-7, Ex. 3 at p. 20, Ex. 6 at p. 5-6. The Trinity Member Guide provides that "[i]f at any time during participation in the membership, a violation of the Statement of Beliefs is found, the individual not honoring this standard may be subject to removal from participation in the membership." *Id.* Ex. 3 at p. 17; Doc. 1, App. M [Doc. 1-17] at 15.

Trinity "[m]atches its participants who have financial, physical, or medical needs with participants who choose to assist with those needs" through its ShareBox technology. *Id.* at ¶ 9. The ShareBox is an application that applies a matching algorithm, whereby sharing requests for eligible medical expenses that members submit are matched with other members' voluntary contributions to Trinity's program. *Id.* The money that is used to pay for members' medical

expenses after a sharing request is made comes from the members themselves, through their voluntary contributions. *Id.*

As the Trinity Member Guide explains, Trinity helps facilitate members helping other members with their medical needs by "act[ing] as an independent and neutral clearing house, dispersing monthly contributions as described in the membership instructions and guidelines." Guarino Decl. Ex. 3 at p. 16. To organize sharing among such a large membership, the members "instruct Trinity HealthShare to share clearing house funds in accordance with the membership instructions" and the guidelines. *Id.* at p. 22 Accordingly, Trinity satisfies subpart (c).

Contrary to Plaintiffs' conclusory allegations to the contrary, [Doc. 1] at ¶¶ 51, 102, Trinity provides the Notice required in KRS 304.1-120(7)(d) to all members. The Notice, *verbatim*, appears in Trinity's Member Guide, in not less than 10-point font and with the title in bold-faced type. *Id.* App. M [Doc. 1-17] at p. 40; Guarino Decl. Ex. 3 at p. 47 & Ex. 5 at p. 39. The Notice was incorporated by reference into the first plan update authorization form Plaintiff Willard signed and was specifically listed on the second enrollment disclosure form he completed when changing his Trinity HCSM program in June 2020. Guarino Decl. Exs. 2 & 6. Accordingly, all requirements of subpart (d) are met.

Lastly, with respect to KRS 304.1-120(7)(e), members participate voluntarily to assist other members of Trinity's community with no assumption of risk or promise to pay either among the members or between the members and Trinity. Guarino Decl. at ¶¶ 8, 11. Trinity's HCSM offers a variety of healthcare sharing programs that feature various participation levels, affording members different levels of sharing eligibility based on different levels of voluntary contributions the member may choose to make. *Id.* at ¶ 8. Members are informed repeatedly that their monthly contributions are voluntary and that there was no guarantee of payment of their medical expenses.

Id. at Ex. 3 at pp. 18 ("Monthly contributions are ***voluntary contributions or gifts*** that are nonrefundable. 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"), 16 ("Trinity HealthShare is a clearing house that administers ***voluntary sharing*** of healthcare needs for qualifying members."), 45 ("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***.") (emphasis added); *see also id*. at Ex. 5 at pp. 26-27, 30, 37 (similar disclosures).

Because Trinity satisfies KRS 304.1-120(7), no part of the Kentucky Insurance Code—including KRS 304.1-030's definition of "insurance"—applies to it, and therefore Trinity's HCSM programs cannot constitute "insurance contracts" subject to KRS 417.050(2)'s prohibition of mandatory arbitration. Indeed, Trinity has operated freely and openly in Kentucky for years without any adverse action by the Kentucky Insurance Commissioner or any indication that the Commissioner believes that Trinity's sharing programs are "illegal insurance." Guarino Decl. at ¶ 12.[9]

For all these reasons, while this arbitrability issue is for the arbitrator to decide, even if the

[9] *Reinhold* again does not compel a contrary result. Although the Kentucky Supreme Court held in *Reinhold* that a different HCSM's programs constituted "insurance" within the meaning of KRS 304.1-030, that determination rested on the particular facts of the case and a prior version of KRS 304.1-120(7). *See* 325 S.W.3d at 276-78. *Reinhold*'s holding is neither controlling nor persuasive in light of subsequent statutory amendments. The Kentucky General Assembly materially amended KRS 304.1-120(7) following the *Reinhold* decision to remove the prong of the statute that the court determined was not met. *See id.* at 278-79. At the time *Reinhold* was decided, KRS 304.1-120(7) required that members' medical expenses be paid "directly from one (1) subscriber to another." *Id.* at 279. Because the HCSM acted as an intermediary between the members, the *Reinhold* court held that the HCSM did not meet all criteria of KRS 304.1-120(7). *Id.* In light of *Reinhold*, the General Assembly eliminated the "direct payment" requirement, and so the fact that members' sharing is facilitated by Unity is permissible under the operative version of KRS 304.1-120(7).

Court were able to consider it, KRS 417.050(2) does not invalidate the arbitration agreements.

4. "Unconscionability" Is a Matter For The Arbitrator, But That Argument Also Fails

As established above, resolution of any argument that the arbitration provision is "unconscionable," has been delegated to the arbitrator. Guarino Decl. Ex. 5 at p. 32. But even if not, this argument would not prevail because the arbitration provision is not "unconscionable."

"In light of [the] clear constitutional and statutory authorities favoring arbitration," there is a "strong presumption that the general arbitration clause is not unconscionable." *Schnuerle v. Insight Communs., Co. L.P.*, 376 S.W.3d 561, 575 (Ky. 2012). The "review of arbitration clauses for unconscionability involves a two-step process—first, a review focused on the procedures surrounding the making of the arbitration clause (procedural unconscionability) and second, a review of the substantive content of the arbitration clause (substantive unconscionability)." *Id*. It is Willard's burden to show procedural or substantive unconscionability and he can establish neither.

First, with respect to procedural unconscionability, there is nothing unfair about the process through which Willard entered into the agreement to arbitrate. Relevant factors include "(1) the bargaining power of the parties, (2) the conspicuousness and comprehensibility of the contract language, (3) the oppressiveness of the terms, (4) the absence of a meaningful choice." *I3 Triple Crown Holdings, LLC v. Lowe's Home Centers, LLC*, 5:19-CV-00057-JMH, 2019 WL 3321725, at *5 (E.D. Ky. July 24, 2019) (citing *Schnuerle*, 376 S.W.3d at 576). However, "[t]he Kentucky Supreme Court has held that nonnegotiable, take-it-or-leave-it, contracts containing an arbitration agreement are not per se procedurally unconscionable." *Id*. Likewise, unequal bargaining power is "insufficient in and of itself to establish unconscionability." *Id*. (quoting *Preferred Care, Inc. v. Aaron*, No. 16-cv-285, 2017 WL 3319378, at *9 (E.D. Ky. Aug. 3, 2017)). Thus, any argument

that the arbitration agreements are procedurally unconscionable because they were non-negotiable contracts between parties without equal bargaining power is unavailing.

Further, "while the law is clear that '[a]n undisclosed arbitration agreement . . . cannot bind," the law is "equally clear" that a party "cannot be excused from complying with the arbitration provision if it simply failed properly to read the contract," *id*. at *7, including terms incorporated by reference, *id*. Willard had adequate opportunities—both before his Trinity HCSM membership became effective and over the years of his continued membership—to inquire about and review the arbitration agreements in the Member Guides. Thus, Willard cannot avoid the arbitration agreements simply because he failed to review them.

Second, with respect to substantive unconscionability, the terms of the arbitration agreement are not unfair. Substantive unconscionability "refers to contractual terms that are unreasonably or grossly favorable to one side and to which the disfavored party does not assent." *Schnuerle*, 376 S.W.3d at 577 (citation omitted). Courts consider "the commercial reasonableness of the contract terms, the purpose and effect of the terms, the allocation of the risks between the parties, and similar public policy concerns." *Id*. (citation omitted).

Both arbitration agreements provide that Trinity shall advance the fees necessary to initiate arbitration. Guarino Decl. Ex. 3 at p. 35 and Ex. 5 at p. 32. Moreover, the arbitration agreement in the 2020 Member Guide, which supersedes the prior agreement, provides that the arbitration may be held either in Atlanta, Georgia, or in the state where the dissatisfied member resides.

In addition, even if any parts of the Arbitration Agreements were unconscionable—which they are not—in order to give effect to the strong federal policy favoring arbitration, this Court can and should sever the offending parts and enforce the remaining arbitration agreement. *See, e.g., Brookdale Senior Living, Inc. v. Stacy*, 27 F. Supp. 3d 776, 789–90 (E.D. Ky. 2014).

C. In the Alternative, The Court Should Compel Individual Mediation and Arbitration of Any Surviving Claims By Albina Against Trinity and Dismiss Plaintiffs Complaint or Stay the Litigation

To the extent Albina's claims against Trinity are not dismissed outright, the Court should compel Albina to mediation and individual arbitration. If Albina's claims survive, it is only because he alleges, even if factually unsupported, that he had a "contractual" relationship with Trinity. [Doc. 1] at ¶¶ 81-82, 114-116. If such a relationship existed, Albina is also subject to the mediation and arbitration agreement in the Trinity Member Guide, which he alleges he received, and for the reasons established above, (infra II.B), the provision applies to all claims and disputes asserted by Albina against Trinity in the Complaint.

D. In the Alternative, the Court Should Dismiss Plaintiffs' Claims Against Trinity Pursuant to Rule 12(b)(6) For Failure to State a Claim

1. In the Alternative, Plaintiffs' "Illegal Contract" Claim Should Be Dismissed

Plaintiffs' "illegal contract" count ("First Claim"), which is essentially a claim for rescission or reformation of the health sharing plans, should also be dismissed for failure to state a claim. Both of the equitable remedies sought fail based on the allegations of the Complaint.

First, "rescission is not on its own a cause of action. Rather, it is a remedy afforded to those plaintiffs in situations of breach of contract, misrepresentation, or non-performance." *Holiday Drive-In, LLC v. Liberty Mut. Ins. Co.*, No. 4:15-CV-00147-JHM, 2016 U.S. Dist. LEXIS 27590, at *8–9 (W.D. Ky. Mar. 4, 2016) (collecting cases); *see also Hatcher-Powers Shoe Co. v. Bickford*, 278 S.W. 615, 619 (Ky. 1925) ("Rescission is purely an equitable remedy."); *Union Planters Nat. Bank of Memphis v. CBS*, Inc., 557 F.2d 84, 90 (6th Cir. 1977) (applying Tennessee law) (finding that the plaintiff did not assert an independent cause of action solely by seeking rescission of the agreement at issue).

Furthermore, there is no plausible basis for rescinding Plaintiffs' Trinity HCSM programs. Trinity's programs are not "insurance contracts," as Trinity does not undertake any risk or promise to indemnify members, and moreover, Trinity qualifies for KRS 304.1-120(7)'s exception from regulation as insurance. Likewise, the terms (or absence of terms) that Plaintiffs allege make the

sharing programs "illegal health insurance plans," *see* [Doc. 1] at ¶¶115, are all apparent from the face of the Member Guides, which Plaintiffs both received. *See id*. at ¶ 83, App. M [Doc. 1-17] at pp. 3 ("This is not a legally binding agreement to reimburse any member for medical needs a member may incur…"), 14 ("[These guidelines] 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"), 26-27 (noting limits of sharing including lifetime limits and pre-existing conditions), 28-29 (providing list of services which are not eligible for sharing), 40-47 (providing various disclaimers that Trinity's program is not insurance); *see generally* Guarino Decl. Exs. 3 & 5 (containing similar disclaimers and explanations). Thus, Plaintiffs were informed repeatedly that Trinity's health sharing plans were not insurance.

Second, and for similar reasons, the part of the claim based on reformation should be dismissed. Plaintiffs request that their sharing program be reformed "to comply with the mandatory minimum benefits and [insurance] coverage required under Kentucky and federal law." [Doc. 1] at ¶ 116(b). But such terms and conditions were never intended by the parties to be part of the sharing program. And the Complaint lacks any factual allegations establishing that there was common intent for the sharing program to include such benefits and terms. Indeed, the enrollment form and Member Guides expressly disclaim such benefits and repeatedly state that Trinity's HCSM program is not insurance and that Trinity does not indemnify members or guarantee that members' medical expenses will be shared. *See id.,* App. M [Doc. 1-17] at front and back covers ("AlieraCare Plans are NOT Insurance"); *id.* at pp. 3 ("This publication or the membership does not guarantee or promise that your eligible medical needs will be shared by the membership"), 5 ("the AlieraCare membership is NOT health insurance"), 14 ("The Trinity Healthshare membership is not health insurance"), 26-27 (noting limits of sharing including lifetime limits and pre-existing conditions), 28-29 (providing list of services which are not eligible for sharing), 33-38 (describing limits and conditions of various plans), 40-47 (providing various disclaimers that Trinity's program is not insurance); Guarino Decl. at Ex. 3 at pp. 3, 5, 13, 16, 18, 43, 45-53 (similar disclaimers and explanations); *id*. at Ex. 5 (disclaimer "THIS IS NOT AN INSURANCE

PRODUCT" on every page); *id*. at Ex. 6 at p. 5 ("**Trinity HealthShare (Trinity) is a Health Care Sharing Ministry (HCSM), not an insurance company, and does not offer any insurance products or policies. As such, Trinity does not assume any risk for medical expenses and makes no promise to pay**) (emphasis in original). The equitable authority of the Court does not permit it to rewrite the terms of the parties' contract under principles of Kentucky law. *See A.H. Thompson Co. v. Sec. Ins. Co.*, 252 Ky. 427, 67 S.W.2d 493, 495 (1933) ("An unilateral mistake is not ground for reforming a written instrument"); *Nichols v. Zurich Am. Ins. Co.*, 423 S.W.3d 698, 706 (Ky. 2014) (concluding reformation was not authorized because the evidence only established a unilateral mistake, not mutual mistake).

Accordingly, Plaintiffs "First Claim" based on recission reformation should dismissed.

2. <u>In the Alternative, Plaintiffs Unfair Competition and UCSPA Should Be Dismissed</u>

Claim Two and Three both allege violations of Kentucky's Unfair Claims Settlement Practices Act ("UCSPA") which is part of the Kentucky Insurance Code. [Doc. 1] at ¶¶ 117–30; KRS 304.12-010 *et seq*. Plaintiffs, however, cannot maintain claims against Trinity for purported violations of statutes that do not apply to it. Because Trinity's HCSM satisfies KRS 304.1-120(7) (*see supra* Section III.B.3.b.ii) no provision of KRS Chapter 304—including the UCSPA—applies to Trinity's operations in Kentucky. Indeed, the Kentucky Supreme Court recently confirmed the correctness of this interpretation in a case involving a similar exclusion from the Kentucky Insurance Code. *See Merritt v. Catholic Health Initiatives, Inc.*, 612 S.W.3d 822 (Ky. 2020) (the UCSPA does not apply to "captive insurance companies," because KRS 304.49-150 provides that "[n]o provisions of this chapter . . . shall apply to captive insurance companies"). Accordingly, Claims Two and Three fail to state a claim against Trinity.

Likewise, Plaintiffs' common law bad faith claim in Claim Three also fails because Trinity satisfies KRS 304.1-120(7) and it is not an "insurer." Common law bad faith can be asserted only

against insurers. *See, e.g., Wittmer v. Jones*, 864 S.W.2d 885, 890 (Ky. 1993). Common law bad faith also requires that "the insurer must be obligated to pay the claim under the terms of the policy." *Wittmer*, 864 S.W.2d at 890. Because Trinity is merely a facilitator of sharing among the HCSM members pursuant to member guidelines and does not undertake any obligation to pay any claim, there is no obligation to pay any "claim." Guarino Decl. at ¶ 11. Plaintiffs were repeatedly informed that Trinity's HCSM programs were not insurance and neither Trinity nor the membership were not responsible for reimbursing any member for their medical needs. *See* [Doc. 1] App. M [Doc. 1-17] at pp. cover, 3, 5, 14, 26-27, 28-29, 40-47; Guarino Decl. at Ex. 3 at pp. 3, 5, 13, 16, 18, 43, 45-53; *id*. at Ex. 5 at pp. disclaimer on every page, 2, 7, 26-31, 36-44; *id*. at Ex. 6 at p. 5-6. Thus, without a "contractual obligation to pay . . . claims[,] . . . there exists no statutory or common law basis for a bad faith claim." *Davidson*, 25 S.W.3d at 100. Therefore, Plaintiffs' Claims Two and Three fail to state a claim for relief against Trinity.

3. Plaintiffs Cannot State a Claim For False Advertising Under KRS 517.030 and KRS 446.070 (Fourth Claim)

Plaintiffs' claim for false advertising fails because there are no factual allegations in the Complaint supporting that *Trinity* made any purported false or misleading statements to either Plaintiff or that they relied on those statements. KRS 517.030 is a criminal statute which provides that "[a] person is guilty of false advertising when . . . he knowingly makes or causes to be made a false or misleading statement in any advertisement addressed to the public or to a substantial number of persons." Civil damages are only available through KRS 446.070, which provides that "[a] person injured by the violation of any statute may recover from the offender such damages as he sustained by reason of the violation, although a penalty or forfeiture is imposed for such violation."

Obtaining civil damages for a violation of KRS 517.030 requires detrimental reliance on the alleged false advertising and causation. *See Sandoz Inc. v. Commonwealth ex rel. Conway*, 405

S.W.3d 506, 510 (Ky. App. 2012) (explaining that to establish civil liability for a violation of KRS 517.030, the plaintiff must prove that the defendant's false advertising was a "substantial factor" in causing it to take a detrimental action). Here, Mr. Albina does not, and cannot, claim that he ever relied upon any of the alleged advertising described in Paragraph 132 of the Complaint to his detriment because he never became a member of Trinity's HCSM program. *See* Guarino Decl. at ¶¶ 14-16; [Doc. 1] at ¶¶ 73–94.

Similarly, Mr. Willard does not claim any reliance on, or that he even saw, the purported advertising described in subsections (a), (d), (e), and (g) Paragraph 132 before joining Trinity's HCSM. *See id.* at ¶¶ 95–113. Furthermore, Subsection (b) of Paragraph 132 relies on the claim that the HCSM plans were "not insurance." Because Trinity satisfies KRS 304.1-120(7), its HCSM plans are not "insurance" under Kentucky law. In addition, the allegations in Subsections (c) and (f) do not state a claim, because the alleged statements came from third-parties, not Trinity. [Doc. 1] at ¶¶ 97, 103. Subsection (f) alleges that the HCSM plan was misrepresented as "coverage," but the Trinity Member Guide repeatedly states the opposite and disclose and disclaims that they are not insurance. *Id*. at App. M [Doc. 1-17] at pp. cover, 3, 5, 14, 26-27, 28-29, 40-47; Guarino Decl. at Ex. 3 at pp. 3, 5, 13, 16, 18, 43, 45-53; *id*. at Ex. 5 at pp. disclaimer on every page, 2, 7, 26-31, 36-44. Therefore, any alleged reliance on purported statements that "Defendants provided coverage for medical expenses" [Doc. 1] at ¶ 132(f), is not reasonable as a matter of law. Additionally, no claim for false advertising is stated by Plaintiffs' allegations that a specific request for sharing was denied, as requests are properly denied (or applied to a Member Shared Responsibility Amount) when called for by the Member Guides.

Accordingly, because the Complaint fails to plausibly allege that Mr. Albina and Mr. Willard ever detrimentally relied on any false or misleading advertising from Trinity, Plaintiffs' Fourth Claim fails to state a claim upon which relief can be granted.

IV. CONCLUSION

For the foregoing reasons, Trinity respectfully requests that the Court grant its motion.

Dated: February 22, 2021

Respectfully Submitted,

/s/ Jon A. Woodall

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Counsel for Defendant
Trinity Healthshare, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on February 22, 2021, I filed the foregoing document via the Court's ECF system, which will cause a true and correct copy of the same to be served electronically on all ECF-registered counsel of record.

/s/ Jon A. Woodall
Counsel for Defendant
Trinity Healthshare, Inc.

4815-7129-8269, v. 1

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF KENTUCKY LEXINGTON DIVISION

HANNA ALBINA and AUSTIN WILLARD, individually and on behalf of others similarly situated, Plaintiffs, vs. THE ALIERA COMPANIES, INC., TRINITY HEALTHSHARE, INC., and ONESHARE HEALTH, LLC d/b/a UNITY HEALTHSHARE, LLC, Defendants.	CIVIL ACTION NO. 5:20-cv-00496-JMH

DECLARATION OF A. JOSEPH GUARINO III

I, A. Joseph Guarino III, under penalty of perjury, declare as follows pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I am the President of Sharity Ministries, Inc. f/k/a Trinity Healthshare, Inc. ("Trinity"). I submit this declaration in support of Trinity's Motion to Dismiss and Compel Arbitration in the above captioned matter.

2. I have personal knowledge of the matters set forth in this declaration, and I would be willing and able to testify to such matters.

3. It is my understanding that Hanna Albina and Austin Willard ("Plaintiffs") have filed a complaint against Trinity. This declaration addresses those claims.

4. Trinity is a tax exempt, non-profit organization as defined in Section 501(c)(3) of the Internal Revenue Code and is exempt from taxation under Section 501(a). A true and correct copy of Trinity's exemption letter from the IRS is attached hereto as Exhibit 1.

5. Trinity operates a health care sharing ministry ("HCSM") that offers potential members options to participate in medical cost sharing programs. HCSMs provide consumers that have committed to specific religious beliefs a faith-based method to share health care costs.

6. Trinity facilitates its programs' members' sharing one another's medical costs in a community, faith-based environment. Trinity's ministry is based on a Biblical command from the Book of Galatians, Chapter 6, Verse 2: "Bear one another's burdens, and so fulfill the law of Christ." The HCSM membership consists of individuals who share a common set of religious beliefs and who have agreed to share medical expenses in accordance with those beliefs. In January 2020, Trinity expanded its ties with the Christian community by also entering into a relationship with Faith Driven Life Church and New Horizons Church of God, LLC ("FDLC").

7. A person who wishes to voluntarily participate in a Trinity program must acknowledge a Trinity's Statement of Beliefs and attest that they are of a like mind with those beliefs. In affirming these shared beliefs, members must acknowledge and attest that they believe that their personal rights and liberties originate from God and it is their spiritual duty to God and ethical duty to others to maintain a healthy lifestyle and avoid foods, behaviors, or habits that produce sickness or disease in themselves or others.

8. The HCSM that Trinity operates offers a variety of health care sharing programs that feature various participation levels, affording members different levels of sharing eligibility based on different levels of voluntary contributions the member may choose to make. Although the exact features of each programs may vary slightly, there are common features across all programs. For every program, participating members send monthly voluntary contributions to assist other members with their medical expenses in accordance with their shared beliefs. Members authorize Trinity to assign eligible medical expenses for sharing and distribute members'

contributions consistent with the membership guidelines. These voluntary contributions are not given in exchange for an indemnification payment.

9. Trinity facilitates member-to-member sharing through technology called the ShareBox system. The ShareBox is an application that applies a matching algorithm, whereby sharing requests for eligible medical expenses that members submit are matched with other members' voluntary contributions to Trinity's program. The money that is used to pay for members' medical expenses after a sharing request is made comes from the members themselves, through their voluntary contributions.

10. Trinity provides members with a Member Guide, which sets forth the guidelines that define the sharing of eligible expenses between members. Trinity's membership guides are also published and available on Trinity's public website – http://guides.trinityhealthshare.org/. The Member Guides explicitly disclose that the programs are not insurance products.

11. Trinity is not an insurance company, does not engage in the business of insurance, and does not provide health insurance to the HCSM's members. Trinity does not engage in the underwriting and spreading of risk for and among the HCSM's members and does not indemnify members against loss, damage, or liability arising from a contingent or unknown event. Trinity does not guarantee or promise that the HCSM's members' medical expenses will be paid. Trinity does not assume the risk that the HCSM's members' medical expenses that are eligible for sharing may exceed the contributions they made to the HCSM during their membership.

12. Trinity has freely and openly operated its HCSM programs in Kentucky for multiple years without any suggestion by the Kentucky Department of Insurance that it is engaging in insurance.

13. Trinity is not, and has never been, affiliated with or a part of Unity Healthshare ("Unity"). Unity also operates a HCSM and, effectively, Trinity and Unity are competitors. Aliera Healthcare, Inc. ("Aliera") was a previous service provider to Unity.

14. I reviewed Trinity's internal records and identified no documents supporting or indicating that Mr. Albina ever entered into a relationship – contractual or otherwise – with Trinity.

15. My review of relevant records confirmed that: (a) Mr. Albina never submitted any documents or payments to Trinity; (b) Trinity never facilitated sharing member contributions with Mr. Albina or on her behalf; (c) Mr. Albina never filed an appeal of any denied sharing request with Trinity; (d) Trinity has no records identifying Mr. Albina as one of the HCSM's members; and (e) Trinity did not derive any income or funds or receive any contributions from Mr. Albina at any point in time.

16. My review of relevant records confirmed there are no documents or other indications that there has ever been any contractual, financial, or other formal relationship between Mr. Albina and Trinity.

17. I have personal knowledge that at least by November 2018, Trinity's service provider, Aliera had plans to transfer legacy member accounts it managed for the entity Unity to Trinity.

18. I have personal knowledge that pursuant to this plan, Aliera sent out a mailing to certain legacy Unity HCSM members notifying them of this planned transfer and providing them with an opportunity to "opt out" of this planned transfer.

19. I have personal knowledge that Trinity was originally planning to begin servicing legacy Unity HCSM members no sooner than January 1, 2019.

20. I have personal knowledge that on December 14, 2018, in relation to pending litigation between Aliera and Unity in Georgia, Unity sought a temporary restraining order against Aliera which formally sought to prohibit any automatic transfer of Unity HCSM members to the HCSM operated by Trinity.

21. I have personal knowledge that on December 28, 2018, the court overseeing that litigation formally entered an order which prohibited Aliera from transferring legacy Unity HCSM members to the HSCM operated by Trinity.

22. I have personal knowledge that on April 25, 2019, the same court entered an additional order which prohibited Aliera from unilaterally transferring legacy Unity accounts to Trinity. That order also expressly permitted Aliera and Unity to solicit the Unity HCSM plan members under the traditional confines of fair competition. The Court held that the Unity HCSM plan members were free to make their own decision as to whether to terminate or change their plan and which HCSM they wish to associate with, if any.

23. I have personal knowledge that, as a result of the April 25, 2019 order, Aliera was directed to segregate all of the Unity HCSM member funds that were properly allocated to the Unity HCSM component of member plans to an account over which a receiver had access and oversight, in order to enable the receiver to oversee and ensure that the Unity HCSM member funds were being properly administered and used to share in member requests consistent with the Unity HCSM's members' plan documents.

24. In 2019, some legacy Unity HCSM members were provided the option to terminate their Unity HCSM program and voluntarily change to join Trinity's HCSM program. For those legacy Unity HCSM members that elected to switch to Trinity's HCSM program, Trinity did not assume any responsibility or commitment for sharing medical expenses that were incurred by those

members prior to them becoming members of the HCSM operated by Trinity. The legacy Unity HCSM members' contributions made before their enrollment with Trinity's program remained with Unity under the oversight of the appointed receiver in the Georgia litigation.

25. My review of relevant records confirmed that no legacy Unity HCSM members were ever unilaterally transferred to the HCSM operated by Trinity, including any account maintained by Mr. Albina. The only legacy Unity HCSM members that transferred to the HCSM operated by Trinity were those who chose to do so. Mr. Albina was not one of those members.

26. I have also reviewed records related to Mr. Willard.

27. I have reviewed Mr. Willard's "Plan Update Authorization Form" and I can confirm that Mr. Willard authorized transitioning his membership from the Unity HCSM to the HCSM operated by Trinity on April 27, 2019. Attached to this declaration as Exhibit 2 is a true and correct copy of Willard's "Plan Update Authorization Form."

28. I have reviewed the member report for Mr. Willard, and I can confirm that he became an active member of the HCSM operated by Trinity on June 15, 2019.

29. Aliera, as Trinity's administrative service provider, handled mailing Mr. Willard the applicable 2019 Trinity Member Guide in connection with his Trinity membership. Attached to this declaration as Exhibit 3 is a true and correct copy of Willard's 2019 Trinity Member Guide.

30. Since the effective date of his Trinity membership, Willard has made monthly sharing contributions to Trinity's sharing program, and he is currently an active member.

31. In June 2020, Willard elected to change the Trinity HCSM program in which he was enrolled, and in conjunction with that change, he received an email containing a live link to the Trinity Member Guide applicable to that program. Attached to this declaration as Exhibit 4 is a true and correct copy of the welcome email sent to awillard@faithfulplatform.com; attached to

this declaration as Exhibit 5 is a true and correct copy of the 2020 Trinity Member Guide available via the link in the email; attached to this declaration as Exhibit 6 is the enrollment disclosure form Mr. Willard signed in conjunction with his June 2020 program change.

I hereby certify under penalty of perjury that the foregoing is true and correct pursuant to 28 U.S.C. § 1746.

Executed on February 22, 2021

A. Joseph Guarino

A. Joseph Guarino III
President
Trinity Healthshare, Inc.

Guarino Decl.
Exhibit 1

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

DEPARTMENT OF THE TREASURY

Date: OCT 01 2018

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

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

Dear Applicant:

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

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

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

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

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

TRINITY HEALTHSHARE INC

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

Sincerely,

Director, Exempt Organizations
Rulings and Agreements

Guarino Decl. Exhibit 2

ALIERA™ HEALTHCARE

Plan Update Authorization Form

Important Information About Your Plan Update:

Aliera is no longer selling your current healthcare plan with Unity HealthShare, LLC component. We do have a new plan available through our alliance with Trinity HealthShare that offers the same plan services and benefits.

Plus, the following track with each member:

- Medical history and historical claims
- Payments toward member shared responsibility amount (MSRA)
- Time spent on the plan

Member Information:

Last Name: Willard	First Name: Austin	MI:	Date of Birth: 08/28/1985
Member ID: 673118584			

Acknowledgement:

I hereby authorize Aliera Healthcare to change my current Aliera/Unity plan to an equivalent Aliera/Trinity plan and receive the first month's payment will be waived.

I, the Primary Account Holder, understands and agrees to all fees, regulations, and limitations of the above said plan. Effective the next billing cycle, I understand that my coverage on the existing plan will be terminated, and coverage on the new plan will initiate.

Signature: DocuSigned by: Austin Willard D9C4B1BEC3B4401...	Printed Name: Austin Willard
Date: 04/27/2019	

Guarino Decl.
Exhibit 3

2019 MEMBER GUIDE

ALIERACARE

VALUE | PLUS | PREMIUM

INDIVIDUAL & FAMILY

ALIERA HEALTHCARE

AlieraCare Plans are NOT Insurance

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MEMBER GUIDE

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 AlieraCare Premium, 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.

URGENT CARE

For those medical situations that can't wait or are more complex than primary care services, AlieraCare 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 Premium plans provides specialty care offerings after the members shared responsibility has been met (MSRA). 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 CARE 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.

- Plans vary, and can provide up to two (2) visits, where consult fee may apply.
- 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.

- Plans with annual PCP visits include one (1), three (3), or five (5) visits, each with consult fee ranging from $20 to $40 in certain markets.
- 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 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 payment of $20 (on average) 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 Premium 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 of $75 and the member has full responsibility of the bill until their Member Shared Responsibility Amount (MSRA) has been met. After MSRA is met, Specialty visits only have the cost of the $75 consult fee.

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 Quick 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. **Cancer.** Cancer sharing eligibility is different based on plan option chosen. AlieraCare plans have a 12 month wait period for cancer. Sharing is available the 1st day of the 13 month of continuous membership. 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.

   A. The condition had not been treated nor was future treatment prescribed/planned;

   B. The condition had not produced harmful symptoms (only benign symptoms);

C. The condition had not deteriorated. Cancer is limited to a maximum per term of $500,000 when applicable.

5. **Cardiac Rehabilitation.** Eligible after MSRA

6. **Chemotherapy.** Subject to cancer limitations.

7. **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.

8. **Competitive Sports.** Plan holders who participate in organized and/or sanctioned competitive sports are eligible for $5,000 (max) of sharing per incident at an emergency room, subject to the member-shared responsibility amount.

9. **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.

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

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

12. **Labs & Diagnostics.** The membership includes over 180 different lab tests, at any lab facility, to ensure the member gets the medical care they need.

13. **Maternity.** Maternity medical expenses are only eligible for sharing in the Premium AlieraCare Plan, which offers sharing for medical expenses rendered for a natural delivery up to $5,000. 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. See the Appendix for specific sharing inclusions and limits for your plan choice.

14. **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.

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

16. **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.

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

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

19. **Preventive.** Most programs from either Trinity HealthShare 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.

20. **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.

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

22. **Routine Hearing Exams.** At primary care (PCP) only.

23. **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.

24. **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.

25. **Specialty Care.** Specialty Care is included in the AlieraCare Premium plan. Specialty visits have a consult fee of $75 and the member has full responsibility of the bill until their Member Shared Responsibility Amount (MSRA) has been met. After MSRA is met, Specialty visits only have the cost of the $75 consult fee.

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

27. **Surgical Offerings.** Non-life-threatening surgical offerings are not available for the first 60 days of membership for Premium plans and all other plans require six (6) month wait period. Please verify eligibility by calling Members Services before receiving any surgical services.

28. **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.

29. **Urgent Care.** If your plan provides cost-sharing for Urgent Care, you will have the added offering 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.

30. **X-rays.** X-rays listed on your plan details in the Appendix are for imaging services at PCP or Urgent Care facilities only and requires 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).** The eligible amount that does not qualify for sharing based on the membership type chosen by the member.
5. **Office Visit/Urgent Care.** Office visits, in particular, primary and urgent, have certain limits and inclusions. Please refer to the Appendix for your specific plan.
6. **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.
7. **Cost-Sharing 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. All other healthcare services for pre-existing conditions are eligible upon effective date.

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. B12 Injections
5. Biofeedback
6. Birth Control (Female)
7. Birth Control (Male) Elective Sterilization
8. Birth Control (Male) Reversal of Sterilization
9. Cataract Contacts or Glasses
10. Chemical Face Peels
11. Chiropractic Services
12. Christian Science Practitioner
13. Cochlear Devices
14. Cosmetic Surgery
15. Cost-Sharing 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. All other healthcare services for pre-existing conditions are eligible upon effective date.

16. Custodial Care Services
17. Dental Services
18. Dermabrasion Services
19. Diabetic Insulin, Supplies, and Syringes
20. Doula
21. Durable Medical Equipment
22. Education Services
23. Exercise Equipment
24. Experimental Drugs
25. Experimental Procedures
26. 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, wing-suit, and similar.
27. Gender Dysphoria
28. Gender Dysphoria Office Visit – PCP
29. Gender Dysphoria Office Visit – Specialist
30. Genetic Testing
31. Group Therapy Services
32. Hemodialysis
33. Home Health Care
34. Home Infusion Services
35. Hospice Services
36. Hypnotherapy Services
37. Infertility Diagnostic or treatment

38. Infertility Services

39. Investigational Drugs/Procedures

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

41. Massage Therapy

42. Midwifery

43. MILIEU Situational Therapy Services

44. Morbid Obesity

45. Non-Routine Hearing Exams & Hearing Aids

46. Nurse Practitioner

47. Orthopedic Shoes

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

49. Pain Management

50. 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.

51. Personal Convenience Items

52. Post-Surgical Bras

53. Podiatry Services

54. Preadmission Testing

55. Private Duty Nursing Services

56. Professional Sports Injuries

57. Prosthetic Appliances

58. Pulmonary Rehab

59. Robotic Surgery

60. Routine Nursery Care of Newborn Infant

61. Self-Inflicted Injury

62. Sexual Dysfunction Services

63. Sexual Transformation Services

64. Skilled Nursing Facility

65. Substance Abuse

66. Surgical Stockings

67. 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 VALUE

1. Non-emergency surgical services are unavailable for the first 6 months for Value. Surgical services do not include cosmetic surgery.
2. Hospitalization, In-Patient and Out-Patient Surgery, Specialty Care, 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. Eligibility for cancer conditions is provided after 12 months of continuous membership, if a pre-existing cancer condition did not exist prior to or at the time of application.
4. The consult fee is in addition to the cost of your specialty visit and does not apply toward your annual MSRA.
5. Maternity services are unavailable for the first 10 months of membership.
6. ER visits are subject to review, and are meant only for life threatening situations. Maximum out-of-pocket is the full MSRA for the Value plan.

Trinity HealthShare, Inc. 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. Add $60 for persons who smoke. Add $130 per member for additional $500,000 per incident.

* Annual physicals are available immediately at the cost of a Primary Care (PCP) visit. An inclusive annual physical is only available after 9 months of continual membership; lifestyle lab testing not included

** $25 per x-ray read fee at Urgent Care, (may vary by city)

APPENDIX A: PLAN DETAILS VALUE PLAN

	Multiplan PHCS	
Plan Services[1]	Network	Non-Network
Eligible prior to meeting Member Shared Responsibility Amount (MSRA)		
Wellness and Preventive Care	100%	N/A
Telemedicine	100%	N/A
Primary Care	1 per year* $20 Consult Fee	N/A
Urgent Care	N/A	N/A
Labs & Diagnostics	Preventive Only	N/A
X-Rays**	Preventive Only	N/A
Chronic Maintenance	N/A	N/A
Pediatrics	Preventive Only	N/A
OB/GYN	Preventive Only	N/A
Prescription Discount	Included	N/A
Eligible after meeting Member Shared Responsibility Amount (MSRA) [2,3]		
MSRA Options – Per member	$5,000, $7,500, $10,000	N/A
Per Incident Maximum Limit	$150,000	N/A
Lifetime Maximum Limit	$1,000,000	N/A
Specialty Care[4]	N/A	N/A
Maternity[5]	N/A	N/A
Hospitalization	Included	N/A
In-Patient Surgery	Included	N/A
Out-Patient Surgery	Included	N/A
Emergency Room[6]	Full MSRA	N/A

See Legal Appendix on page 36

APPENDIX B: PLAN DETAILS PLUS

1. Non-emergency surgical services are unavailable for the first 6 months for Plus. Surgical services do not include cosmetic surgery.
2. Hospitalization, In-Patient and Out-Patient Surgery, Specialty Care, 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. Eligibility for cancer conditions is provided after 12 months of continuous membership, if a pre-existing cancer condition did not exist prior to or at the time of application.
4. The consult fee is in addition to the cost of your specialty visit and does not apply toward your annual MSRA.
5. Maternity services are unavailable for the first 10 months of membership.
6. ER visits are subject to review, and are meant only for life threatening situations. Maximum out-of-pocket is $500 for the Plus plan.

Trinity HealthShare, Inc. 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. Add $60 for persons who smoke. Add $130 per member for additional $500,000 per incident.

* Annual physicals are available immediately at the cost of a Primary Care (PCP) visit. An inclusive annual physical is only available after 9 months of continual membership; lifestyle lab testing not included

** $25 per x-ray read fee at Urgent Care, (may vary by city)

APPENDIX B: PLAN DETAILS PLUS PLAN

	Multiplan PHCS	
Plan Services[1]	Network	Non-Network
Eligible prior to meeting Member Shared Responsibility Amount (MSRA)		
Wellness and Preventive Care	100%	N/A
Telemedicine	100%	N/A
Primary Care	3 per year* $20 Consult Fee	N/A
Urgent Care	1 per year $20 Consult Fee	N/A
Labs & Diagnostics	PCP & Urgent Care	N/A
X-Rays**	100%**	N/A
Chronic Maintenance	N/A	N/A
Pediatrics	Preventive Only	N/A
OB/GYN	Preventive Only	N/A
Prescription Discount	Included	N/A
Eligible after meeting Member Shared Responsibility Amount (MSRA) [2,3]		
MSRA Options – Per member	$5,000, $7,500, $10,000	N/A
Per Incident Maximum Limit	$250,000	N/A
Lifetime Maximum Limit	$1,000,000	N/A
Specialty Care[4]	N/A	N/A
Maternity[5]	N/A	N/A
Hospitalization	Included	N/A
In-Patient Surgery	Included	N/A
Out-Patient Surgery	Included	N/A
Emergency Room[6]	$500 MSRA	N/A

See Legal Appendix on page 38

APPENDIX C: PLAN DETAILS PREMIUM

1. Non-emergency surgical services are unavailable for the first 2 months for Premium. Surgical services do not include cosmetic surgery.
2. Hospitalization, In-Patient and Out-Patient Surgery, Specialty Care, 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. Eligibility for cancer conditions is provided after 12 months of continuous membership, if a pre-existing cancer condition did not exist prior to or at the time of application.
4. The consult fee is in addition to the cost of your specialty visit and does not apply toward your annual MSRA.
5. Maternity services are unavailable for the first 10 months of membership.
6. ER visits are subject to review, and are meant only for life threatening situations. Maximum out-of-pocket is $300 for the Premium plan.

Trinity HealthShare, Inc. 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. Add $60 for persons who smoke. Add $130 per member for additional $500,000 per incident.

* Annual physicals are available immediately at the cost of a Primary Care (PCP) visit. An inclusive annual physical is only available after 9 months of continual membership; lifestyle lab testing not included

** $25 per x-ray read fee at Urgent Care, (may vary by city)

APPENDIX C: PLAN DETAILS PREMIUM PLAN

	Multiplan PHCS	
Plan Services[1]	Network	Non-Network
Eligible prior to meeting Member Shared Responsibility Amount (MSRA)		
Wellness and Preventive Care	100%	N/A
Telemedicine	100%	N/A
Primary Care	5 per year* $20 Consult Fee	N/A
Urgent Care	2 per year $20 Consult Fee	N/A
Labs & Diagnostics	PCP & Urgent Care	N/A
X-Rays**	100%**	N/A
Chronic Maintenance	Included with PCP	N/A
Pediatrics	As Primary Care	N/A
OB/GYN	As Primary Care	N/A
Prescription Discount	Included	N/A
Eligible after meeting Member Shared Responsibility Amount (MSRA) [2,3]		
MSRA Options – Per member	$5,000, $7,500, $10,000	N/A
Per Incident Maximum Limit	$500,000	N/A
Lifetime Maximum Limit	$1,000,000	N/A
Specialty Care[4]	$75 Consult Fee (100% after MSRA)	N/A
Maternity[5]	$5,000 Max	N/A
Hospitalization	Included	N/A
In-Patient Surgery	Included	N/A
Out-Patient Surgery	Included	N/A
Emergency Room[6]	$300 MSRA	N/A

See Legal Appendix on page 40

APPENDIX D: TERMS, CONDITIONS, & SPECIAL CONSIDERATIONS

1. The Welcome Kit you received electronically includes this Quick 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 Quick 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 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.
7. Telemedicine does not guarantee that a prescription will be written.
8. 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.
9. Durable Medical Equipment (DME) – i.e. crutches, etc. – is not included in your Plan. Members will be charged for DME at time of service.
10. 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.
11. At the time of service, payment of $20 (on average) is due for the consultation, and a $25 per read fee for X-rays at PCP or Urgent Care if needed. Consult fees vary in different states and may be higher in some cities, including but not limited to, New York City, Chicago, Detroit, Miami, Sacramento, Los Angeles, and San Francisco.

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

13. 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.

14. Aliera telemedicine partners do not replace the Primary Care Provider.

15. 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.

16. Most network facilities are able to accommodate both urgent care and primary care needs.

17. 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
VALUE | PLUS | PREMIUM

TRINITY HealthShare

PO Box 28220 Atlanta, GA 30358
Toll Free 844-834-3456
AlieraHealthcare.com

Guarino Decl.
Exhibit 4

Opened: 06/22/2020 - 03:48:22 PM
Email Batch - Batch Member Only

From: memberservices@trinityhealthshare.org
To: awillard@faithfulplatform.com
CC:
BCC:
Subject: Trinity HealthShare - Welcome Email
Attachment:

Dear Austin Willard,

Welcome to your health care cost-sharing family. We look forward to serving you. Please review this welcome letter, as it contains important program information on how to get started with your membership, as well as your electronic ID card. Please click here for steps on how to activate your membership. Please click here to view your member guide. Please click on the member guide that pertains to your program.

Your welcome letter and ID card(s) will be shipped to your mailing address 14 days after your effective date of April 15, 2020.

Order Information

Please review the information below to ensure all details are correct. If you need to make any changes please contact member services at 844-834-3456, Monday through Friday from 8am to 9pm ET or by email.

Billing Date:

Please note: The entry on your bank or credit card statement for your monthly contribution will be displayed as "Trinity HealthShare"

Program Information

TrinityCare Everyday Premium

Order Date: June 22, 2020
Effective Date: April 15, 2020
Contribution Amount: $763.75
Member ID: 673118584

Disclosure, Terms and Conditions

To view a copy of the Disclosure Statement and Terms and Conditions, click here.

Guarino Decl. Exhibit 5

MEMBER GUIDE

TRINITYCARE℠ EVERYDAY

TRINITY℠ HealthShare

THIS IS NOT AN INSURANCE PRODUCT

Welcome

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

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

If you have any questions, *member services* is here to help with any of the following:

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

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

Contact Member Services

Please contact member services Monday through Friday between 8am and 6pm ET.

Phone: 844-834-3456

Email: memberservices@trinityhealthshare.org

Online: TrinityHealthShare.org

Mail: PO Box 28220 | Atlanta, GA 30358

Quick Reference:

Billing/Payment Questions | 844-834-3456
Log in to your Member Portal:
TrinityHealthShare.org > Members > Member Portal

Share Request Questions | 844-834-3456
Log in to your Member Portal:
TrinityHealthShare.org > Members > Member Portal

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

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

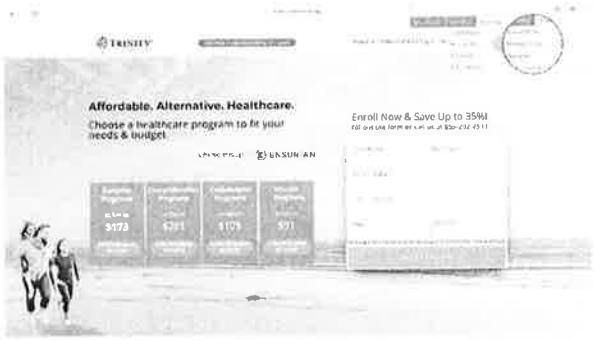
Rx Valet | 855-798-2538
RxValet.com

Getting Started

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

Step 1: Register for the Member Portal

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



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

Step 2: Activate Your FirstCall Telemedicine Account

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

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

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

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

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

Step 3: Activate Your Rx Valet Account

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

1. Go to **RxValet.com**
2. Click **Login/Create Account**
3. Select **Member/Group ID**
4. Enter 9-digit ID number on your card
5. Enter the Group ID 2504

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

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

Part I: How to Use Your Membership

Program Overview

This member guide contains the information you need to understand each of the services available with your program. Please review it carefully. We highly encourage you to contact FirstCall Telemedicine before seeking treatment elsewhere, unless you have a life-threatening emergency. Often times, telemedicine physicians can treat primary medical concerns — and you don?t even have to leave the comfort of your home! Refer to your member ID card or the *FirstCall Telemedicine* section of this member guide for more information. Also, remember to keep your member ID with you at all times and present it to providers before services are rendered.

Eligibility for Sharing

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

Services At A Glance

Trinity HealthShare programs provide access to a wide range of medical services that may be eligible for cost sharing. Your program includes the services below, but review the individual program details in this guide for specific cost-sharing services associated with your program tier.

Find a Network Health Care Provider

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

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

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

What Is a Member Shared Responsibility Amount (MSRA)?

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

Services Eligible For Sharing Prior to Meeting the MSRA

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

FirstCall Telemedicine

Included with Contribution
No Consult Fee, Co-expense or MSRA Applies

FirstCall Telemedicine

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

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

FirstCall Telemedicine to take advantage of the services it offers before seeking treatment elsewhere, unless you have a life-threatening emergency. FirstCall Telemedicine has board-certified physicians who can treat many primary medical concerns quickly and easily and who may prescribe some medications over the phone or using a secure internet connection/application. You don?t even have to leave the comfort of your home!

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

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

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

Wellness & Preventive Care

When applicable, included with contribution.

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

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

How to Use Wellness & Preventive Care Services

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

Preventive Services Eligible for Sharing

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

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

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

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

Primary Care

Participating In-network Services

Value: 1 visit per year | $20 consult fee
Plus: 3 visits per year | $20 consult fee
Premium: 5 visits per year | $20 consult fee

Primary care is at the core of your Trinity program, and the Trinity HealthShare community considers it a key step in living a healthier lifestyle. Your program tier includes a specified number of visits every program year to a PCP, pediatrician or OB/GYN for primary care, sick care, chronic maintenance and general day-to-day medical care. A consult fee is required at each visit.

How to Use the Primary Care Service

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

Urgent Care

Participating In-network Services

Value: not eligible
Plus: 1 visit per year | $20 consult fee
Premium: 2 visits per year | $20 consult fee

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

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

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

How to Use the Urgent Care Service

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

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

Emergency Room

Participating In-network Services

Value: full MSRA
Plus: unlimited visits | $500 consult fee
Premium: unlimited visits | $300 consult fee

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

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

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

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

Emergency Room Limitations

- **Pre-existing Conditions.** Refer to *Pre-existing Conditions* section of this member guide for details.

Lab Work & X-rays

Participating In-network Services

Value: included at PCP
Plus: included at PCP or urgent care
Premium: included at PCP or urgent care

Any lab work or x-rays conducted by a participating in-network PCP, urgent care or specialist (Plus and Premium programs only) during an eligible routine visit are included. If x-rays are required, a $25 x-ray read fee will be due at time of service.

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

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

Prescriptions

Prescription Discount Program: included with contribution

No consult fee, co-expense or MSRA applies

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

Rx Valet Home Delivery Prescription Information

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

Electronic prescriptions should be sent to Advanced Pharmacy, LLC located at:

350-D Feaster Road
Greenville, SC 29615

Phone: 855-240-9368
NPI: 1174830475

Fax: 888-415-7906
NCPDP: 4229971

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

Services Eligible for Sharing After Meeting the MSRA

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

Service Eligibility Verification

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

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

Specialty Care

Participating In-network Services

Value: not eligible
Plus: not eligible
Premium: $75 After MSRA | If MSRA has not been met, member is responsible for a $75 consult fee in addition to the cost of the specialty care visit. This consult fee does not apply toward the MSRA.

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

Trinity members are required to obtain a referral before visiting a specialist.
Without a referral, specialty visits are automatically deemed not eligible for sharing.

Specialty Care Limitations

- **Mental Health.** Everyday Premium members are eligible for $2,500 (max) for psychotherapy office visits and $1,000 (max) at outpatient facilities. Everyday Value and Plus programs do not include this service.
- **Occupational Therapy.** Everyday Value and Plus members receive up to six (6) visits total per program year at inpatient and outpatient facilities. Everyday Premium members receive up to six (6) visits total per program year at inpatient, outpatient *and* specialty facilities.
- **Physical Therapy.** Everyday Value and Plus members receive up to six (6) visits total per program year at inpatient and outpatient facilities. Everyday Premium members receive up to six (6) visits total per program year at inpatient, outpatient *and* specialty facilities.
- **Sleep Testing (overnight).** All components of a polysomnogram must be completed in one session. A second overnight test will not be eligible for sharing under any circumstance. Overnight sleep testing will require *service eligibility verification*. Allowed charges will not exceed the usual, customary, and reasonable charges for the area.
- **Speech Therapy.** Everyday Value and Plus members receive up to six (6) visits total per program year at inpatient and outpatient facilities. Everyday Premium

members receive up to six (6) visits total per program year at inpatient, outpatient *and* specialty facilities. Service only eligible for sharing after a stroke.

Hospitalization & Surgical

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

All Tiers: after MSRA has been met, program shares 100% of eligible medical expenses

In order to help alleviate stress and strain during times of crisis or medical need, hospitalization, as well as many inpatient and outpatient surgery procedures are eligible for sharing after MSRA has been met.

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

Inpatient Limitations

- **Occupational Therapy.** Everyday Value and Plus members receive up to six (6) visits total per program year at inpatient and outpatient facilities. Everyday Premium members receive up to six (6) visits total per program year at inpatient, outpatient *and* specialty facilities.
- **Organ Transplant Limit.** Eligible medical expenses for organ transplant may be shared up to a maximum of $150,000 per member. This includes all costs in conjunction with the actual transplant procedure. Medical expenses for multiple organ transplants will be considered on a case-by-case basis.
- **Physical Therapy.** Everyday Value and Plus members receive up to six (6) visits total per program year at inpatient and outpatient facilities. Everyday Premium members receive up to six (6) visits total per program year at inpatient, outpatient *and* specialty facilities.
- **Pre-existing Conditions.** Refer to *Pre-existing Conditions* section of this member guide for details.

- **Speech Therapy.** Everyday Value and Plus members receive up to six (6) visits total per program year at inpatient and outpatient facilities. Everyday Premium members receive up to six (6) visits total per program year at inpatient, outpatient *and* specialty facilities. Service only eligible for sharing after a stroke.
- **Surgical.** Non-life-threatening surgical services are not available for the first 60 days of membership for Everyday Premium programs and all other programs require a six (6) month waiting period. Surgical services do not include cosmetic surgery. Please verify service eligibility by calling Member Services before receiving any surgical services.

Outpatient Limitations

- **Mental Health.** Everyday Premium members are eligible for $2,500 (max) for psychotherapy office visits and $1,000 (max) at outpatient facilities. Everyday Value and Plus programs do not include this service.
- **Occupational Therapy.** Everyday Value and Plus members receive up to six (6) visits total per program year at inpatient and outpatient facilities. Everyday Premium members receive up to six (6) visits total per program year at inpatient, outpatient *and* specialty facilities.
- **Physical Therapy.** Everyday Value and Plus members receive up to six (6) visits total per program year at inpatient and outpatient facilities. Everyday Premium members receive up to six (6) visits total per program year at inpatient, outpatient *and* specialty facilities.
- **Pre-existing Conditions.** Refer to *Pre-existing Conditions* section of this member guide for details.
- **Sleep Testing (overnight).** All components of a polysomnogram must be completed in one session. A second overnight test will not be eligible for sharing under any circumstance. Overnight sleep testing will require *service eligibility verification*. Allowed charges will not exceed the usual, customary, and reasonable charges for the area.
- **Speech Therapy.** Everyday Value and Plus members receive up to six (6) visits total per program year at inpatient and outpatient facilities. Everyday Premium members receive up to six (6) visits total per program year at inpatient, outpatient *and* specialty facilities. Service only eligible for sharing after a stroke.
- **Surgical.** Non-life-threatening surgical services are not available for the first 60 days of membership for Everyday Premium programs and all other programs require a six (6) month waiting period. Surgical services do not include cosmetic surgery. Please verify service eligibility by calling Member Services before receiving any surgical services.

Extended Continuum of Care

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

Pre-existing Conditions

Value | Plus | Premium

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

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

The following restrictions are only applicable to pre-existing conditions 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 conditions 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.

Cancer Care

TrinityCare Everyday Value | Plus | Premium

Health care services for new occurrences of cancer following enrollment are eligible for sharing after 12 months of continuous membership. Pre-existing or recurrences of cancer are not eligible for sharing. If previously diagnosed with cancer, members must be cancer-free for five (5) years before being considered eligible to share for new cancer occurrences.

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

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

Eligibility for Cancer Sharing Requests

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

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

Cancer Limitations

- **Cancer.** Cancer sharing is limited to the Per Incident Maximum Limit of $150,000 for Everyday Value, $250,000 for Everyday Plus, $500,000 for Everyday Premium

when applicable.

Maternity

- **Maternity.** All Trinity Everyday tiers include sharing eligibility for prenatal maternity services immediately at the PCP or OB/GYN.
    - **Everyday Value and Plus**: Maternity delivery services are not eligible for cost sharing.
    - **Everyday Premium**: Offers some maternity services which may be eligible for cost sharing after the first ten months of continuous membership and after MSRA has been met. After MSRA, physician services for vaginal delivery are eligible for cost sharing up to $5,000, physician services for caesarean delivery are eligible for cost sharing up to $8,000, and most health care services related to complications of mother and child are eligible for cost sharing up to $50,000.
    - Hospitalization services for some maternity medical expenses are eligible for sharing at the program co-expense.

Mental Health

- **Mental Health.** Everyday Premium members are eligible for $2,500 (max) for psychotherapy office visits and $1,000 (max) at outpatient facilities. Everyday Value and Plus programs do not include this service.

Limits of Sharing

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

- **Lifetime Limits.** $1,000,000: the maximum amount shared for eligible medical expenses over the course of an individual member's lifetime.
- **Ambulance**. Ground ambulance services to the nearest medical facility capable of providing the care needed to avoid seriously jeopardizing the sharing member's life or health are eligible for sharing and only subject to the program year maximum limit. Air ambulance services are eligible for sharing up to a $10,000 maximum sharing limit.
- **Cancer.** Cancer sharing is limited to the Per Incident Maximum Limit of $150,000 for Everyday Value, $250,000 for Everyday Plus, $500,000 for Everyday Premium when applicable.
- **Mental Health.** Everyday Premium members are eligible for $2,500 (max) for psychotherapy office visits and $1,000 (max) at outpatient facilities. Everyday Value and Plus programs do not include this service.
- **Maternity.** All Trinity Everyday tiers include sharing eligibility for prenatal

maternity services immediately at the PCP or OB/GYN.
  - **Everyday Value and Plus**: Maternity delivery services are not eligible for cost sharing.
  - **Everyday Premium**: Offers some maternity services which may be eligible for cost sharing after the first ten months of continuous membership and after MSRA has been met. After MSRA, physician services for vaginal delivery are eligible for cost sharing up to $5,000, physician services for caesarean delivery are eligible for cost sharing up to $8,000, and most health care services related to complications of mother and child are eligible for cost sharing up to $50,000.
  - Hospitalization services for some maternity medical expenses are eligible for sharing at the program co-expense.

- **Occupational Therapy.** Everyday Value and Plus members receive up to six (6) visits total per program year at inpatient and outpatient facilities. Everyday Premium members receive up to six (6) visits total per program year at inpatient, outpatient *and* specialty facilities.

- **Organ Transplant Limit.** Eligible medical expenses for organ transplant may be shared up to a maximum of $150,000 per member. This includes all costs in conjunction with the actual transplant procedure. Medical expenses for multiple organ transplants will be considered on a case-by-case basis.

- **Physical Therapy.** Everyday Value and Plus members receive up to six (6) visits total per program year at inpatient and outpatient facilities. Everyday Premium members receive up to six (6) visits total per program year at inpatient, outpatient *and* specialty facilities.

- **Pre-existing Conditions.** Refer to *Pre-existing Conditions* section of this member guide for details.

- **Sleep Testing (overnight).** All components of a polysomnogram must be completed in one session. A second overnight test will not be eligible for sharing under any circumstance. Overnight sleep testing will require *service eligibility verification*. Allowed charges will not exceed the usual, customary, and reasonable charges for the area.

- **Speech Therapy.** Everyday Value and Plus members receive up to six (6) visits total per program year at inpatient and outpatient facilities. Everyday Premium members receive up to six (6) visits total per program year at inpatient, outpatient *and* specialty facilities. Service only eligible for sharing after a stroke.

- **Surgical.** Non-life-threatening surgical services are not available for the first 60 days of membership for Everyday Premium programs and all other programs require a six (6) month waiting period. Surgical services do not include cosmetic surgery. Please verify service eligibility by calling Member Services before receiving any surgical services.

- **Other Resources.** Services available to the member from other sources such as

insurance, VA, Tricare, private grants, or by a liable third party (primary, auto, home insurance, educational, etc.), will be considered the member's primary benefit source, and the member will be required to file medical claims with those providers first. If there are medical expenses those sources do not pay, the member is authorized to submit the excess medical expenses for sharing. Sharing of monthly contributions for a medical expense that is later paid or found to payable by another source will automatically allow Trinity HealthShare full rights to recover the amounts that were shared with the member.

Medical Expenses Not Generally Shared By HCSM

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

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

1. Abortion Services
2. Acupuncture Services
3. Aqua Therapy
4. Biofeedback
5. Birth Control (female) Office Procedure
6. Birth Control (male) Elective Sterilization
7. Birth Control (male) Reversal of Sterilization
8. Cataracts, Contacts or Glasses
9. Chemical Face Peels
10. Chiropractic Services
11. Christian Science Practitioner
12. Cosmetic Surgery
13. CPAP Machines
14. Custodial Care Services
15. Dental Services
16. Dermabrasion Services
17. Doula or Midwife
18. Durable Medical Equipment
19. Education Services
20. Exercise Equipment
21. Experimental Drugs & Procedures
22. Extreme sports: Sports that voluntarily put an individual in a life-threatening situation
23. Gender Dysphoria
24. Genetic Testing
25. Home Health Care Services & Private Duty Nursing
26. Hospice Services

27. Hypnotherapy Services
28. Infertility Services
29. Lifestyle Lab Testing
30. Mammogram (3D)
31. Massage Therapy
32. Mental Health Services (Inpatient or Residential)
33. MILIEU Situational Therapy Services
34. Non-routine Hearing Exams & Hearing Aids
35. Ongoing Pain Management
36. Professional & Extreme Sports Injuries
37. Prosthetic Appliances
38. Self-inflicted Injury
39. Sexual Dysfunction Services
40. Sexual Transformation Services
41. Skilled Nursing Facility
42. Substance/Alcohol Abuse
43. TMJ Treatment
44. Vision Services
45. Wigs

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

Membership

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

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

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

Statement of Beliefs

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

Disclaimer; No Promise to Pay

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

Trinity does not provide a promise to pay or any guarantee of payment for medical expenses. Since Trinity does not assume the member's risk, the member is responsible for payment of his/her medical bills. Trinity does not guarantee that medical expenses will be shared by other members who utilize the health care

sharing services provided by Trinity.

Voluntary Participation

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

Guidelines

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

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

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

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

Sharing Requests and Use of Funds

After receiving an eligible sharing request from a member or a provider, Trinity HealthShare will assign the eligible expense(s) for sharing, less the amount of personal responsibility required, called the Member Shared Responsibility Amount (MSRA).

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

HCSM Tax Matters

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

Individuals Helping Individuals

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

Membership Qualifications

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

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

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

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

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

participating under the combined membership meets and complies with the Statement of Beliefs and all guideline provisions.

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

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

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

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

When Available Shares are Less than Eligible Medical Expenses

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

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

Refunds

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

Program Change/Switch Policy

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

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

Voluntary Termination Policy

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

Post-termination Sharing Policy

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

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

If upon cancellation of an on-going membership you have not utilized the program within the past 90 days and there are no share requests on file, in process, or due to be

processed, then you may be eligible for a refund of your monthly contributions for up to the past three (3) months.

Contributors' Instructions & Conditions

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

Dispute Resolution & Appeal

Trinity HealthShare is a voluntary association of like-minded people who come together to assist each other by sharing medical expenses without establishing legal obligations. However, it is recognized that differences of opinion may occur, and that a methodology for resolving disputes must be available. Therefore, by becoming a Member of Trinity HealthShare, you agree that any past, present, or future claim, controversy, or dispute of any description (the "Dispute") that you have arising out of, relating to, or in connection with your relationship or dealings with Trinity HealthShare and/or The Aliera Companies Inc.[1] (including any of their respective predecessors, successors, affiliates, subsidiaries, parent companies, agents, employees, representatives, directors, managers, officers, shareholders, assigns, associates, attorneys, distributors, vendors, and all other persons acting on their behalf) (or collectively "Trinity/Aliera") will be settled using the following steps of action, and only as a course of last resort.

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[1] The Aliera Companies Inc., through its subsidiaries, provide various administrative services to Trinity and its members including, but not limited to, customer service and assisting in the administration of members' sharing requests.

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

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

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

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

Within thirty (30) days, the Internal Resolution Committee will render a written decision,

unless additional medical documentation is required to make an accurate decision.

C. Mediation and Arbitration. If the dissatisfied member disagrees with the conclusion of the Internal Resolution Committee or has any other disputes or claims arising from or related to the member's relationship or dealings with Trinity/Aliera, then the Dispute shall be resolved by first submitting it to mediation. The dissatisfied member shall submit to Trinity/Aliera a written request to mediate the Dispute. The mediation will occur in the state where you reside, or in Atlanta, Georgia, whichever you prefer.

If the Dispute is not resolved through mediation, then the matter shall be submitted to legally binding arbitration in accordance with the applicable Rules and Procedure of the American Arbitration Association (or "AAA"), except the AAA Rules on class arbitration shall not apply. Notwithstanding any Rule or Procedure of the AAA, the member and Trinity/Aliera agree that the arbitrator shall be restricted to resolving only the Dispute between the dissatisfied member and Trinity/Aliera and will not be allowed to conduct any consolidated or class-wide arbitration proceedings involving claims or disputes of other members. The dissatisfied member waives any right to represent others in a class action or to participate as a class member in any class action. The member and Trinity/Aliera agree that the arbitrator selected to resolve the Dispute shall also have exclusive authority to resolve all gateway issues of arbitrability, including without limitation all issues of his/her own jurisdiction; all issues about the formation, interpretation, applicability, validity, or enforceability of this arbitration provision or the Member Guide; all issues about what claims or disputes or parties are covered by this arbitration provision; and all substantive or procedural defenses to enforcement of this arbitration provision. The member and Trinity/Aliera agree and understand that these methods shall be the sole remedy to resolve any controversy or claim arising from or related to the Dispute, and expressly waive their right to file a lawsuit in any civil court against the member or against Trinity/Aliera for such disputes, except to enforce an arbitration decision or to compel arbitration. Any arbitration shall be held either in Atlanta, Georgia, or in the state where the dissatisfied member resides and shall be conducted in the English language subject to the laws of the State of Georgia. Trinity/Aliera shall pay the filing fees for the arbitration at the time of filing, and it shall pay the arbitrator's fee. Except as otherwise required by law, other expenses of the arbitration shall be paid by each party, respectively, including without limitation costs related to transportation, accommodations, experts, evidence gathering, administrative costs, and legal counsel. The dissatisfied member and Trinity/Aliera agree to be legally bound by the arbitrator's final decision. The parties may alternatively elect, by mutual agreement, to use other professional arbitration services available in the Atlanta metropolitan area or in the state where the dissatisfied member resides.

The AAA maintains a list of approved arbitrators. The arbitrator will be selected from those lists. The AAA will provide each of us a list of seven (7) possible arbitrators. Both Trinity/Aliera and the member will have an opportunity to strike three (3) persons from that list, and the member will have the first three (3) strikes. After each of us have used our strikes, the remaining person shall then serve as our arbitrator. We may also mutually agree, in writing, on an arbitrator from the AAA's lists.

In conducting the arbitration proceedings, the arbitrator shall be bound by the Federal

Rules of Evidence. In the event of a conflict between the AAA Rules and the Federal Rules of Evidence, the Federal Rules of Evidence control. The arbitrator's findings, reasoning, decision, and award shall be set forth in writing, and shall be pursuant to Georgia law. The arbitrator must abide by all applicable laws protecting the attorney-client privilege, the attorney work product doctrine, and any other applicable privilege.

The decision and judgment of the arbitrator shall be final, binding, and enforceable in any court having jurisdiction. The arbitrator's findings, reasoning, decision, and award shall be subject to judicial review on the grounds set forth in 9 U.S.C. §10, as well as on the grounds that the findings, decision, or award are manifestly inconsistent with the terms set out herein or with applicable law.

You agree that Trinity/Aliera's business operations and your transactions with Trinity/Aliera involve and affect interstate commerce. The Federal Arbitration Act applies to and governs this arbitration provision, not the arbitration laws or procedures of any state.

If an arbitrator determines that any term of this arbitration provision is unenforceable, the remaining terms of this arbitration provision are severable and enforceable to the fullest extent permitted by law. To the extent permitted by law, these private dispute resolution procedures supersede any prior private dispute resolution procedures in any previously-issued Guidelines and are specifically incorporated in any other previously-issued Guidelines. By continuing to make monthly sharing contributions, the member recognizes his/her consent to incorporation of these private dispute resolution procedures in any applicable Guidelines.

Appendices

Appendix A: Abbreviations & Definitions

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

Abbreviations

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

Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Appendix B : Terms, Conditions & Special Considerations

1. Keep your member ID card with you at all times and present it to all providers to confirm your status as a Trinity HCSM member.
2. Activate your program membership by following the instructions in this member guide.
3. Telemedicine. Set up your telemedicine account by following the instructions in the *Getting Started* section of this member guide. You will also receive the same instructions in an electronic welcome letter, as well as printed version in the mail.
    - Telemedicine is subject to state regulations and may not be available in certain states.
    - Telemedicine phone and face-to-face internet consultations are available 24/7/365.
    - Telemedicine does not guarantee that a prescription will be written.

Telemedicine providers do not prescribe DEA-controlled substances, non-therapeutic drugs, and certain other drugs which may be harmful because of their potential for abuse. Telemedicine doctors reserve the right to deny care for potential misuse of services.

- Trinity telemedicine partners do not replace the primary care provider.

4. Durable Medical Equipment (DME) – i.e. crutches, etc. – is not included in your program. Members will be charged for DME at time of service.
5. Trinity HealthShare cannot guarantee a provider will accept a Trinity HCSM program if the member fails to contact *member services* before services are rendered. Member services representatives are available to confirm eligibility and answer your questions. Refer to the *Contact Member Services* section of this guide for phone numbers and hours of service.
6. Programs may vary from state to state. Providers may be added or removed from Trinity networks at any time without notice.
7. Primary Care is defined as "episodic primary care" or "sick care." Members are responsible for paying a consult fee at the time of service; no consult fee is due for preventive services that are referenced in this guide.
8. Most network facilities are able to accommodate both urgent care and primary care situations.
9. While Trinity HealthShare offers access to one of the largest networks of providers in the country, some in-network providers may not participate Trinity HCSMs.

Disclaimer

After receiving an eligible sharing request from a member or a provider, Trinity HealthShare will assign the eligible expense(s) for sharing, less the amount of personal responsibility required, called the Member Shared Responsibility Amount (MSRA).

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

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

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

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

Disclosures

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

Appendix C : Legal Notices

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

GENERAL LEGAL NOTICE

This organization facilitates the sharing of medical expenses but is not an insurance company, and neither its guidelines nor plan of operation is an insurance policy. Sharing is available for all eligible medical expenses; however, this program does not guarantee or promise that your medical bills will be paid or assigned to others for payment. Whether anyone chooses to pay your medical bills will be totally voluntary. As such, this program should never be considered as a substitute for an insurance policy. Whether you or your provider receive any payments for medical expenses and whether or not this program continues to operate, you are always liable for any unpaid bills. This health care sharing ministry is not regulated by the State Insurance Departments. You should review this organization's guidelines carefully to be sure you understand any limitations that may affect your personal medical and financial needs.

STATE SPECIFIC NOTICES

Alabama Code Title 22-6A-2

Notice: The organization facilitating the sharing of medical expenses is not an insurance 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.

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.

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.

THIS IS NOT AN INSURANCE PRODUCT

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

TRINITYCARE℠
EVERYDAY

TRINITY℠
HealthShare

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

Guarino Decl.
Exhibit 6

Member Information

Name: Austin Willard
Address: 541 Albany Rd, Lexington, KY 40502-2934
Phone: (502) 321-5576
Email: awillard@faithfulplatform.com
Date of Birth: 08-28-1985
Gender: M

Dependent Information

Name	Relationship	Date of Birth	Gender	SSN
Anna R Willard	Spouse	09-10-1987	F	xxx-xx-5793
Anna L Willard	Child	04-16-2017	F	xxx-xx-5611
Austin Willard	Child	04-12-2020	M	

Product Information

TrinityCare Everyday Premium

TrinityCare Everyday offers three tiers of health care sharing to help absorb costs for fundamental everyday medical needs, as well as eligible emergency, surgical, inpatient and outpatient care services. This program is designed for primarily healthy people who only need to share health care expenses periodically throughout the year.

$763.75 per Month for Family

Questions

At the core of what the Healthcare Sharing Ministry does, and how they relate to and engage with one another as a community of people, is a set of common beliefs.

Yes

You understand that this sharing plan has a 24-month waiting period for pre-existing conditions, where pre-existing conditions are defined as conditions that exist at the time of enrollment that have evidenced symptoms, received treatment, and/or medication within the past 24 months.

Yes

You understand that other medical services and emergency surgical services are eligible for cost sharing immediately, but elective surgical services require a 60-day wait period (180-day for TrinityCare Everyday Value and Plus) following your effective date.

Yes

You understand that Trinity HealthShare, Inc. and its business affiliates have the authority, under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), to request your medical records to facilitate the payment of medical expenses.

Yes

Check any of these health conditions you have:

None of the above

Do you use tobacco in any form?

No

Do you have or ever had Cancer?

No

If you had Cancer, how long ago?

Never

Do you play in any competitive sports?

No

Do you drink alcohol?

No

If you drink Alcohol, what is your weekly intake?

Never

Is anyone applying pregnant?

No

MSRA (Select option applicable to program)

5000

TrinityCare Everyday Premium

Trinity HealthShare's AlieraCare Value | Plus | Premium program is a three-tiered program of alternative healthcare levels with robust healthcare sharing services for 30% to 60% less than more traditional medical plans.

$496.44 per Month for Family
$100.00 one-time Application Fee

Questions

MSRA

5000

At the core of what the Healthcare Sharing Ministry does, and how they relate to and engage with one another as a community of people, is a set of common beliefs.

Yes

Check any of these health conditions you have:

None of the above

Please list any other concerns you may have:

Austin Willard has cervical dystonia.

Do you use tobacco in any form?

No

Do you have or ever had Cancer?

No

Do you play in any competitive sports?

No

Do you drink alcohol?

No

Trinity HealthShare Premium

Costs for Hospitalization, Emergency Room, In-Patient, and Out-Patient procedures are shared once the Member Shared Responsibility Amount has been met. The Per Incident limit is $500,000 sharing amount, capped at $1,000,000 lifetime sharing amount.

$267.31 per Month for Family
$25.00 one-time Application Fee

Questions

MSRA

5000

At the core of what the Healthcare Sharing Ministry does, and how they relate to and engage with one another as a community of people, is a set of common beliefs.

Yes

Check any of these health conditions you have:

None of the above

Please list any other concerns you may have:

Austin Willard has cervical dystonia.

Do you use tobacco in any form?

No

Do you have or ever had Cancer?

No

Do you play in any competitive sports?

No

Do you drink alcohol?

No

AlieraCare Premium

Aliera has combined the Aliera 'MEC' solution with the Unity HealthShare, Inc. Hospitalization. This two-part offering provides our most robust care and covers catastrophic hospitalization, with the ability to choose from $5,000 to $10,000 MSRA.

$631.20 per Month for Family
$100.00 one-time Application Fee

Questions

MSRA

5000

At the core of what the Healthcare Sharing Ministry does, and how they relate to and engage with one another as a community of people, is a set of common beliefs.

Yes

Check any of these health conditions you have:

None of the above

Please list any other concerns you may have:

Austin Willard has cervical dystonia.

Do you use tobacco in any form?

No

Do you have or ever had Cancer?

No

Do you play in any competitive sports?

No

Do you drink alcohol?

No

Is anyone applying pregnant?

No

If applicable, does anyone else in your family applying have any of the above conditions, diseases, and/or ever have or had cancer?

Spouse

If applicable, please fill out any dependent medical information.

Anna Willard has hypothyroid.

Unity Healthshare Premium

Hospitalization, Emergency Room, In-Patient, and Out-Patient procedures are covered, once the Member Shared Responsibility Amount has been met. The Per Incident limit is $500,000 sharing amount, capped at $1,000,000 lifetime sharing amount.

$0.00 per Month for Family
$25.00 one-time Application Fee

Questions

At the core of what the Healthcare Sharing Ministry does, and how they relate to and engage with one another as a community of people, is a set of common beliefs.

Yes

Check any of these health conditions you have:

None of the above

Please list any other concerns you may have:

Austin Willard has cervical dystonia.

Do you use tobacco in any form?

No

Do you have or ever had Cancer?

No

Do you play in any competitive sports?

No

Do you drink alcohol?

No

Is anyone applying pregnant?

No

If applicable, does anyone else in your family applying have any of the above conditions, diseases, and/or ever have or had cancer?

Spouse

If applicable, please fill out any dependent medical information.

Anna Willard has hypothyroid.

Terms and Conditions for TrinityCare Everyday Premium

Trinity HealthShare Programs Disclosures

THIS IS NOT A CONTRACT OR AN INSURANCE PRODUCT.

OVERVIEW

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

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

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

STATEMENT OF BELIEFS

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

DISCLAIMER; NO PROMISE TO PAY

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

Trinity does not provide a promise to pay or any guarantee of payment for medical expenses. Since Trinity does not assume the member's risk, the member is responsible for payment of his/her medical bills. Trinity does not guarantee that medical expenses will be shared by other members who utilize the health care sharing services provided by Trinity.

VOLUNTARY PARTICIPATION

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

eligible medical expenses.

GUIDELINES

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

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

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

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

SHARING REQUESTS AND USE OF FUNDS

After receiving an eligible sharing request from a member or a provider, Trinity HealthShare will assign the eligible expense(s) for sharing, less the amount of personal responsibility required, called the Member Shared Responsibility Amount (MSRA).

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

HCSM TAX MATTERS

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

SPECIFIC PROGRAM DISCLOSURES

Please refer to program member guides for specific details about contributions, expenses eligible for sharing per program, limitations, exclusions and requirements for sharing eligibility: http://guides.trinityhealthshare.org/.

AUTHORIZATIONS

- I authorize Trinity HealthShare to collect the monthly contribution amount as a recurring monthly transaction.
- I authorize the monthly contribution amount to be processed immediately upon completion of my enrollment.

ACKNOWLEDGMENT

- I understand that the enrollment fee will be refunded automatically if all individuals on my enrollment form fail to attest to the Trinity Statement of Beliefs or if I withdraw my enrollment prior to my membership effective date.
- I understand that the enrollment fee will not be refunded if, in the course of enrolling, I fail to respond to written or verbal inquiries from Trinity for more than sixty days.
- I understand that I have requested voluntary participation in a Trinity HCSM program.
- I understand Trinity has the authorization to contact providers to request the release of medical records on behalf of the member.
- I affirm that the name and personal information provided on this form are true and correct.
- I affirm that I understand and accept the disclosures presented above.
- I understand that Trinity HealthShare, Inc. and its affiliates have the authority, under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), to request your medical records to facilitate the sharing of medical expenses.

STATE LEGAL NOTICES

LEGAL NOTICES

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

GENERAL LEGAL NOTICE

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STATE SPECIFIC NOTICES

Alabama Code Title 22-6A-2

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Arizona Statute 20-122

Notice: The organization facilitating the sharing of medical expenses is not an insurance company and the ministry's guidelines and program 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

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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

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

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Indiana Code 27-1-2.1

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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, program 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 program 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 program or as a waiver of your responsibility to pay your medical expenses.

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

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Mississippi Title 83-77-1

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Missouri Section 376.1750

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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 program 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)

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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 program 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 program 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.

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

20THS130_0413

Terms and Conditions for TrinityCare Everyday Premium

Trinity HealthShare Programs Disclosures

THIS IS NOT A CONTRACT OR AN INSURANCE PRODUCT.

OVERVIEW

This is a voluntary program offered by Trinity Healthshare, Inc., a Health Care Sharing Ministry (HCSM). An HCSM is a group of

individuals who share a common set of ethical or religious beliefs and voluntarily choose to share in the payment of their medical expenses in accordance with those beliefs, without regard to the state in which a member resides or is employed. Membership cannot be transferred to anyone other than the member and his/her eligible enrolled dependents.

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

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

STATEMENT OF BELIEFS

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

DISCLAIMER; NO PROMISE TO PAY

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

Trinity does not provide a promise to pay or any guarantee of payment for medical expenses. Since Trinity does not assume the member's risk, the member is responsible for payment of his/her medical bills. Trinity does not guarantee that medical expenses will be shared by other members who utilize the health care sharing services provided by Trinity.

VOLUNTARY PARTICIPATION

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

GUIDELINES

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

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

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

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

SHARING REQUESTS AND USE OF FUNDS

After receiving an eligible sharing request from a member or a provider, Trinity HealthShare will assign the eligible expense(s) for sharing, less the amount of personal responsibility required, called the Member Shared Responsibility Amount (MSRA).

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

distribution compensation. Administrative costs are subject to change by Trinity HealthShare and may be applied towards other charitable causes or general overhead costs.

HCSM TAX MATTERS

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

SPECIFIC PROGRAM DISCLOSURES

Please refer to program member guides for specific details about contributions, expenses eligible for sharing per program, limitations, exclusions and requirements for sharing eligibility: http://guides.trinityhealthshare.org/.

AUTHORIZATIONS

- I authorize Trinity HealthShare to collect the monthly contribution amount as a recurring monthly transaction.
- I authorize the monthly contribution amount to be processed immediately upon completion of my enrollment.

ACKNOWLEDGMENT

- I understand that the enrollment fee will be refunded automatically if all individuals on my enrollment form fail to attest to the Trinity Statement of Beliefs or if I withdraw my enrollment prior to my membership effective date.
- I understand that the enrollment fee will not be refunded if, in the course of enrolling, I fail to respond to written or verbal inquiries from Trinity for more than sixty days.
- I understand that I have requested voluntary participation in a Trinity HCSM program.
- I understand Trinity has the authorization to contact providers to request the release of medical records on behalf of the member.
- I affirm that the name and personal information provided on this form are true and correct.
- I affirm that I understand and accept the disclosures presented above.
- I understand that Trinity HealthShare, Inc. and its affiliates have the authority, under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), to request your medical records to facilitate the sharing of medical expenses.

STATE LEGAL NOTICES

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STATE SPECIFIC NOTICES

Alabama Code Title 22-6A-2

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Arizona Statute 20-122

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Arkansas Code 23-60-104.2

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Louisiana Revised Statute Title 22-318.319

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

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Missouri Section 376.1750

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Nebraska Revised Statute Chapter 44-311

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North Carolina Statute 58-49-12

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Pennsylvania 40 Penn. Statute Section 2301

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South Dakota Statute Title 58-1-3.3

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Texas Code Title 8, K, 1681.001

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Virginia Code 38.2-6300-6301

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

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

19THS130_1226

Terms and Conditions for AlieraCare Premium

Terms and Conditions - Aliera Healthcare, Inc. (AHI)/HealthPass USA (HPUSA)

I acknowledge and understand that I am voluntarily becoming an Aliera member and that this agreement is non-transferable.

I acknowledge and understand that this agreement does not provide comprehensive health insurance coverage nor is it a contract of insurance.

I acknowledge and understand that I am responsible for any charges incurred for health care services performed outside of Aliera including but not limited to emergency room, hospital and specialty services and that Aliera will not bill insurance carriers for any services provided by Aliera.

I acknowledge and understand that Aliera must maintain a record of my health information and must protect the privacy of my health information as per the terms of the Notice of Privacy Practices. I understand and acknowledge that this policy is available for my review at any time at www.Alierahealthcare.com or upon request.

I acknowledge and agree to pre-pay my monthly care fee on or before its due date for the upcoming month. If I am unable to pay my fee(s) on time, I understand that I will be charged a $25 late fee initially and $25 per month thereafter and agree to owe the total late fee balance along with all past due monthly care fees and acknowledge that my service agreement may be terminated.

I acknowledge and understand that I may terminate this Member Agreement at any time and for any or for no reason by providing written notice to Aliera. Monthly fees will continue to accrue until written termination notice is received. Any pre-paid monthly care fees will be prorated to the date Aliera has received the written termination and refunded within ten (10) business days.

In addition, I acknowledge and understand that Aliera may terminate this Member Agreement by providing me written notice and any pre-paid monthly care fees will be prorated to the date of termination and refunded to me within ten (10) business days. Aliera will not terminate this Member Agreement solely based on health status.

I acknowledge and understand that Aliera may add or discontinue services or may increase my fee schedule at any time (but no more than once per year), and that I will be given, in writing, at least sixty (30) days' notice of such fee schedule changes.

I acknowledge and understand that if I am enrolled in Medicare I will receive a copy of the Medicare Opt-out Agreement for review and signature before my first appointment. (The Opt-out Agreement does not prevent me from receiving current or future Medicare benefits from non-Aliera providers; neither I nor my Aliera healthcare provider(s) will seek reimbursement from Medicare for the medical services I receive from Aliera.)

Rights & Responsibilities

I understand that I have the right to choose my personal health care clinician and to change my clinician at any time, for any reason. I understand that all reasonable efforts will be made to accommodate my request, but only if my new clinician's patient panel is open to new patients.

I understand that I have the right to receive accurate and easily understood information about Aliera's health care services, health care professionals and health care facilities. If I speak a language different from my clinician, have a physical or mental disability or do not understand something, I understand that Aliera will make its best effort to aid so I can make informed health care decisions. If I require interpreter services beyond what can be provided by Aliera, professional interpreters may be provided at an additional cost to me.

In the event of membership termination, I understand that I must complete a written Service Cancellation Form. Any differences in payment between my billing date and the date of cancellation will be refunded to me via the payment method I have chosen for my monthly care fee. I understand that if my account is overdue, I am responsible for resolving the outstanding balance prior to my service cancellation.

I understand that I have the right to considerate, respectful, and nondiscriminatory care from my Aliera healthcare participating clinician (s). I also understand that I am responsible for communicating clearly and respectfully with my clinician and Aliera participating medical team and staff members. Should I become dissatisfied with my care or Aliera services, I agree to notify Aliera immediately so my concerns may be addressed in a timely manner.

I understand that I have the right to know all my treatment options and to participate in my health care decisions. Parents, guardians, family members or other individuals whom I designate may represent me if I cannot make my own decisions.

I understand that I have the right to speak in confidence with my Aliera participating provider(s) and to have my health care information protected. I understand that Aliera will not disclose my information without my authorization or without a legal obligation to do so. I also understand that I have the right to review and receive a copy of my personal medical record and may request that my health care provider(s) amend my record if I feel it is inaccurate or incomplete by contacting the Aliera HIM Department.

I understand that I have the right to a fair, fast and objective review of any complaint I have against my health care clinician(s) or any other staff, including complaints about wait times, operating hours, conduct of personnel, business practices, and adequacy of health care services and facilities. I agree to first bring any complaints to the attention of Aliera staff and to participate in the Aliera complaint and grievance process.

To receive the best possible care, I agree to be actively involved in my health care decisions and to disclose all relevant information to my Aliera health care clinician(s) so that they can help me achieve my health goals. I also agree to inform my Aliera health care clinician(s) of any healthcare services I receive outside of Aliera (such as emergency room, specialist, or hospital services).

I understand that I am responsible for not exposing myself or others to disease or danger. I understand that I can receive information from my Aliera health care clinician(s) about protecting the health and safety of myself and others.

HCSM Programs - Unity HealthShare (UHS) Statement of Beliefs

At the core of what Unity HealthShare does, and how it relates to and engages with one another as a community of people, is a set of common beliefs.

UHS' Statement of Beliefs are 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 he/she is in need according to our available resources and opportunity.
4. We believe it is our spiritual duty to God and our ethical duty to others to maintain a healthy lifestyle and avoid foods, behaviors or habits that produce sickness or disease to ourselves or others.
5. We believe it is our fundamental right of conscience to direct our own healthcare, in consultation with physicians, family or other valued advisors.

Cost Sharing Understanding

Unity HealthShare, a registered DBA, is a faith-based medical need sharing membership. Medical needs are only shared in by members per the membership guidelines. This application or membership is not issued by an insurance company, nor is it offered through an insurance company. This membership does not guarantee or promise that the eligible medical needs will be shared by the membership. This membership should never be considered as a substitute for an insurance policy.

I understand that the membership is not insurance but is a voluntary medical needs sharing ministry, and that there are no representations, promises, or guarantees that my medical needs will be shared on my behalf. I also understand that sharing for medical needs does not come from an insurance company, but from the membership per the guidelines and membership Escrow Instructions. I also understand that any medical condition that is inquired about but not disclosed on this application, whether meeting the definition of a pre-existing condition or not, and then discovered after my membership is effective will be treated as if it had been disclosed at the time of application by applying the governing standards set forth in the Membership Eligibility Manual retroactively to my effective date of membership.

I understand that the guidelines in effect on the date of medical services supersede any spoken or verbal communication and all

previous versions of the guidelines. I also understand that with notice to the general membership the guidelines may change at any time based on the preferences of the membership, and decisions, recommendations and approval of the Board of Trustees.

I understand that the guidelines are not a contract and do not constitute a promise or obligation to share, but instead are for UHS' reference in following the Membership Escrow Instructions. I also understand that the guidelines are part of and incorporated into this UHS Application as if appended to it.

I understand that each child must be a dependent to participate on their parent's membership. I also understand that eligibility for the membership for anyone, a dependent or otherwise, is based on the guidelines and that continued submission of monthly contributions does not extend an ineligible participant's membership.

I understand that the $125 application fee will be refunded automatically if all individuals on my application are declined for membership or if I withdraw my application prior to my membership effective date. I also understand that the application fee will not be refunded if, in the course of applying for membership, I fail to respond to written or verbal inquiries from UHS for more than sixty days. I also understand that the $25 donation portion of the application fee to UHS Ministries is non-refundable.

I understand that monthly contribution amounts are based on operating and medical needs and the total number of members and that monthly contributions are figured on a periodic basis as needed and are subject to change at any time. I also understand that the submission of my monthly contributions is voluntary and that I am not obligated in any way to send any money.

Terms and Conditions for Unity Healthshare Premium

HCSM Terms & Conditions

Unity HealthShare (UHS) Statement of Beliefs (AlieraCare; InterimCare, Catastrophic Care & Unity HealthShare)

At the core of what Unity HealthShare does, and how it relates to and engages with one another as a community of people, is a set of common beliefs.

UHS' Statement of Beliefs are 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 he/she is in need according to our available resources and opportunity.

4. We believe it is our spiritual duty to God and our ethical duty to others to maintain a healthy lifestyle and avoid foods, behaviors or habits that produce sickness or disease to ourselves or others.

5. We believe it is our fundamental right of conscience to direct our own healthcare, in consultation with physicians, family or other valued advisors.

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- I understand that the membership is not insurance but is a voluntary medical needs sharing ministry, and that there are no representations, promises, or guarantees that my medical needs will be shared on my behalf. I also understand that sharing for medical needs does not come from an insurance company, but from the membership per the guidelines and membership Escrow Instructions. I also understand that any medical condition that is inquired about but not disclosed on this application, whether meeting the definition of a pre-existing condition or not, and then discovered after my membership is effective will be treated as if it had been disclosed at the time of application by applying the governing standards set forth in the Membership Eligibility Manual retroactively to my effective date of membership.
- I understand that the guidelines in effect on the date of medical services supersede any spoken or verbal communication and all previous versions of the guidelines. I also understand that with notice to the general membership the guidelines may change at any time based on the preferences of the membership, and decisions, recommendations and approval of the Board of Trustees.
- I understand that the guidelines are not a contract and do not constitute a promise or obligation to share, but instead are for UHS' reference in following the Membership Escrow Instructions. I also understand that the guidelines are part of and incorporated into this UHS Application as if appended to it.
- I understand that each child must be a dependent to participate on their parent's membership. I also understand that eligibility for the membership for anyone, a dependent or otherwise, is based on the guidelines and that continued submission of monthly contributions does not extend an ineligible participant's membership.
- I understand that the application fee will be refunded automatically if all individuals on my application are declined for membership or if I withdraw my application prior to my membership effective date. I also understand that the application fee will not be refunded if, in the course of applying for membership, I fail to respond to written or verbal inquiries from UHS for

more than sixty days. I also understand that the $25 donation portion of the application fee to UHS Ministries is non-refundable.

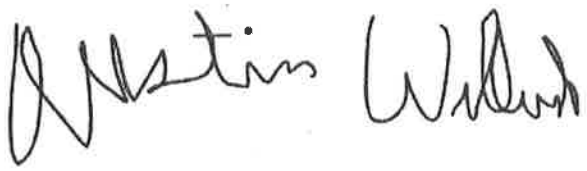
- I understand that monthly contribution amounts are based on operating and medical needs and the total number of members and that monthly contributions are figured on a periodic basis as needed and are subject to change at any time. I also understand that the submission of my monthly contributions is voluntary and that I am not obligated in any way to send any money.

Payment Method

Type: ACH Bank Draft
Name: Willard Austin
Routing: 042102403
Account: xxxxxx-8327

Electronic Signature

By electronically acknowledging this authorization, I acknowledge that I have read and agree to the terms and conditions set forth in this agreement.



Signed as Parent / Guardian
Name: Austin Willard
Date: June 22, 2020 at 8:12:39 PM
IP Address: 184.170.166.49
System: Mozilla/5.0 (Macintosh; Intel Mac OS X 10_15_4) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/83.0.4103.61 Safari/537.36

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF KENTUCKY LEXINGTON DIVISION

HANNA ALBINA and AUSTIN WILLARD, individually and on behalf of others similarly situated, Plaintiffs, vs. THE ALIERA COMPANIES, INC., TRINITY HEALTHSHARE, INC., and ONESHARE HEALTH, LLC d/b/a UNITY HEALTHSHARE, LLC, Defendants.	CIVIL ACTION NO. 5:20-cv-00496-JMH

ORDER

This matter comes before the Court on Defendant Trinity Healthshare, Inc.'s Motion to Dismiss, or Alternatively, to Compel Arbitration. The Court, having reviewed the parties' arguments and being otherwise sufficiently advised, hereby **GRANTS** Trinity Healthshare, Inc.'s Motion to Dismiss.

Dated: _____

_____
United States District Court Judge