



BEFORE THE IOWA INSURANCE COMMISSIONER

TRINITY HEALTHSHARE, INC.,

Division Case No. 105205

**ORDER AND CONSENT
TO ORDER**

Respondent.

NOW THEREFORE, upon motion of the Iowa Insurance Division (“Division”) and by the consent of Trinity Healthshare Inc. (“Trinity”), the Commissioner enters the following Order and Consent to Order (“Consent Order”):

I. PARTIES AND JURISDICTION

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

2. Trinity is a foreign corporation organized under the laws of Delaware. Trinity is not a licensed business entity insurance producer in the state of Iowa. Trinity was incorporated in Delaware on June 27, 2018. Trinity has a last known address of 5901 Peachtree Dunwoody Road, Suite C-160, Atlanta, GA 30328. Trinity is registered as a non-profit organization pursuant to 26 U.S.C. §501(c)(3) for the purported purpose of operating a health care sharing ministry (“HCSM”).

3. Trinity has consented to the jurisdiction of the Commissioner of Insurance by consenting to this Consent Order.

II. BACKGROUND

4. On July 7, 2020, the Division filed a Statement of Charges against Trinity, The Alieria Companies, Inc. (“Alieria”), Alieria Healthcare, Inc, various Alieria subsidiaries, Shelley

Steele, and Jessica Joy Buddington. The Division alleged that from on or about January 2018 to present, Trinity engaged in acts and practices within the state of Iowa constituting cause for probation, suspension, or revocation of their business entity producer licenses; cease and desist orders; restitution; and civil penalties or other relief under Iowa Code Chapters 505, 507A, 507B, and rules adopted pursuant to these chapters.

5. Trinity denies the allegations contained in the Statement of Charges and specifically denies each of the purported findings of facts (Section III) and each of the conclusions of law (Section IV) stated herein. Trinity further denies any wrongdoing or alleged activities that violate Iowa law. However, in view of the complex issues raised and the probability that long-term litigation or administrative proceedings would be required to resolve these disputes, Trinity desires to resolve this matter by knowingly and willingly consenting to each order stated in Section V of this Consent Order.

III. FINDINGS OF FACT

6. Beginning August 13, 2018, Trinity and Alera were engaged in a contract to market and administer Trinity's HCSM.

7. Alera offered a product called "AleraCare" that comes in "Bronze," "Silver," or "Gold" plans, the same color designations used by ACA-compliant federally facilitated marketplace plans. The Alera products were marketed as Trinity HCSM plans. Each plan had a designated monthly rate dependent upon the age of the member, the number of people the plan was supposed to cover, and the level of desired coverage. There was no indication on the written materials that the rates were negotiable or voluntary.

8. Trinity uses insurance terms, such as "deductible," "premium," and "comprehensive coverage," when describing its products to consumers. While Trinity's written

marketing materials state in the top left corner of each page that the product is not insurance, the sales materials contain brightly colored tables displaying all of the benefits that are covered under HCSM plans purchased.

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

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

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

12. At the time of the execution of the initial agreement with Alieria, Trinity had no members.

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

14. Alieria also provided:

Administrative services that include system administration for both membership processing systems and member ShareBox databases, enrollment processing, billing and collection of monthly share amounts from health care sharing members, maintenance of membership records, management of third party administrators responsible for the processing of medical claims forms and determining sharing eligibility, and issuance of payment to members and providers, as well as providing and maintaining an inbound call center for member services, website development and

maintenance, and usual and customary management functions such as Finance, Compliance, Human Resources, Marketing, Privacy, Data Security, and Information Technology.

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

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

17. At least 334 Iowans enrolled in the Alieria/Trinity HCSM. Approximately 207 of the 334 Iowa consumers were enrolled in AlieriaCare.

18. Alieria kept 65% of all of the fees paid for the AlieriaCare product. Additionally, Alieria received reimbursement out of Trinity's portion of collected fees. Only about 15% of the total fees collected for this product were deposited into the ShareBox used to pay member claims. The ShareBox is an account that is meant to store the money to be used for the payment of members' medical needs.

19. Approximately 67 of the 334 Iowa consumers were enrolled in a product called CarePlus. CarePlus proceeds were kept by Trinity, but Trinity paid 60% of the proceeds to Alieria for commissions, fees, and costs. Ultimately, only about 35% of the total fees collected for this product were deposited into the ShareBox for the members' benefit.

20. Approximately 49 of the 334 Iowa consumers were enrolled in a product called PrimaCare. PrimaCare proceeds were kept by Trinity, but Trinity paid Alieria 90% in

commissions, fees, and costs. Ultimately only about 8% of all fees collected for this product were deposited into the ShareBox for the members' benefit.

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

SURVEY OF IOWA CONSUMERS

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

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

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

25. Roughly 60% of the survey responders reported that Alera paid their medical providers directly and none of the survey responders reported their medical needs as being paid by other members.

26. All of the survey responders reported paying a fixed amount each month rather than a suggested contribution.

27. Approximately 70% of the survey responders did not understand that there was no promise to pay for their medical needs.

28. The Division further interviewed some of the survey responders by telephone. Many of them reported difficulty in receiving payment or coverage for items previously understood to be covered and large unexpected rate increases.

29. Consumer DB stated that the product was presented to him as “typical health insurance” and that he bought it from an insurance agent.

30. Consumer AL said that he believed he had health insurance that had a \$9,000.00 deductible and that it was a high tier “gold” plan. Consumer AL submitted a claim to Alera for a hospital visit which was denied, leaving the consumer owing \$23,000 out of pocket.

31. Consumer MG received an email from her insurance agent confirming her purchase of health insurance and assuring her that she does have health insurance.

32. Consumer AR believed the product was insurance until she received new cards in the mail stating “This is not insurance.”

33. Consumer MM understood that the Alera product was not insurance, however, she was subjected to a large unanticipated rate increase and when she asked if she could contribute less than her newly increased contribution amount, Alera customer service told her “no,” and that there was nothing she could do about the higher price.

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

TRINITY CURRENT CONTRACTS EFFECTIVE JANUARY 1, 2020

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

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

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

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

39. USA Benefits is also responsible for receipt of member complaints, providing explanation of financial responsibility to members and to healthcare providers, creating sharing reports, retaining records, and other administrative duties associated with the administration of the HCSM. Trinity pays USA Benefits on a per member per month basis depending on the level and cost of the plan serviced. These fees can reach upwards of \$300.00 per month per member plus additional reimbursements and expenses.

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

41. The other Tactic Edge contract provides Trinity "professional services in the field of customer service and retention, regulatory, compliance, government affairs, and training in the State of Georgia and elsewhere." Trinity pays Tactic Edge \$6.50 per active member per month

plus an additional fee pursuant to a pricing schedule. The pricing schedule contains some fees upwards of \$160.00 per month.

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

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

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

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

TRINITY'S STATUS AS EXEMPTED RELIGIOUS ORGANIZATION

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

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

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

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

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

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

52. Trinity's advertising materials reference "centuries-old Christian tradition of sharing and bearing one another's health care needs" and states that members "hold a common set of ethical and religious beliefs" but also buries its Statement of Beliefs in the legal notices section of the brochure.

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

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

We believe the Bible alone is the inspired Word of God: therefore it is the final and only source of absolute spiritual authority.

We believe in the triune of God of the Bible. He is one God who is revealed in three distinct Persons – God, the Father; God, the Son; and God, the Holy Spirit.

We believe Jesus Christ was God in the flesh – fully God and fully man. He was born of a virgin, lived a sinless life, died on the cross to pay the penalty for our sins, was bodily resurrected on the third day, and now is seated in the heavens at the right hand of God, the Father.

We believe that all people are born with a sinful nature and can be saved from eternal death only by grace alone, through faith alone, trusting only Christ's atoning death and resurrection to save us from our sins and give us eternal life.

We believe in the bodily resurrection of all who have put their faith in Jesus Christ.

All we believe and do is for the glory of God alone.

55. The religious organization must solicit funds for the payment of medical expenses through a publication that is registered with the United States postal service and that publication must act as an organizational clearinghouse for information between subscribers who have financial, physical, or medical needs, and subscribers who choose to assist with those needs.

56. Trinity did not provide proof that they were properly registered with the United States postal service.

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

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

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

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

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

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

OTHER STATE ACTIONS

63. On or about May 13, 2019, Washington issued a cease and desist order against Alera Healthcare. Washington found that Alera Healthcare failed to represent Trinity's actual statement of faith as defined by Trinity's own bylaws; provided misleading training to prospective

agents about the nature of its HCSM products; provided misleading advertisements to the public and prospective HCSM customers about the nature of its HCSM products; held itself out as a health care service contractor without being registered; and was doing business as an unlicensed discount plan organization.

64. On or about May 13, 2019, Washington issued a cease and desist order against Trinity. Washington found that Trinity did not qualify as a health care sharing ministry under the IRS or under Washington state law because it has only been in existence since 2018 and did not stem from a predecessor organization in which Trinity's members were sharing medical costs. Additionally, Trinity's members were "customers" of Alieria Healthcare. Washington also found that Trinity's statement of faith was materially different than what Trinity has claimed to regulatory authorities.

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

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

IV. CONCLUSIONS OF LAW

COUNT ONE Unauthorized Sale of Insurance Products

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

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

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

- a. The making of or proposing to make, as an insurer, an insurance contract;
- b. The taking or receiving of any application for insurance;
- c. The receiving or collection of any premiums, membership fees, assessments, dues or other considerations for any insurance;
- d. The issuance or delivery of contracts of insurance to residents of this state or to corporations or persons authorized to do business in this state;
- e. The doing of any kind of insurance business specifically recognized as constituting the doing of an insurance business within the meaning of the statutes relating to insurance;
- f. The doing or proposing to do any insurance business in substance equivalent to any of the foregoing in a manner designed to evade the provisions of the insurance laws of this state; or
- g. Any other transactions of business relating directly to insurance in this state by an insurer.

70. Trinity, by and through its various contracts with Alieria and by and through Alieria’s subsidiaries, made, and proposed to make health insurance contracts, received applications for health insurance, collected premiums or membership fees, and conducted insurance business in a manner designed to evade the provisions of the insurance laws of the state of Iowa.

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

COUNT TWO
Premium Tax on Unauthorized Insurers

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

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

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

75. Trinity, failed to pay the statutory premium tax to the insurance commissioner for any year.

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

COUNT THREE

Unfair Methods of Competition and Unfair or Deceptive Acts or Practices

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

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

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

80. Trinity, by and through its contracts with Alera and its subsidiaries, represented to consumers that it was a nonprofit HCSM. Trinity failed to meet the statutory criteria of an HCSM that was exempted from insurance regulation.

81. Trinity's acts and practices have been in violation of Iowa Code §507B.4, subjecting Trinity to the imposition of a civil penalty, an order requiring Trinity to cease and desist from engaging in such acts or practices, the imposition of costs of the investigation and prosecution of the matter, restitution, and any other corrective action the Commissioner deems necessary and appropriate pursuant to Iowa Code §§ 505.8 and 507B.7.

V. ORDER

WHEREFORE, IT IS ORDERED, by agreement of Trinity and the Division and pursuant to the powers granted to the Commissioner of Insurance by Iowa Code chapters 505, 507A, and 507B:

- A. Trinity, and any and all of Trinity's agents, affiliates, employees, contractors, authorized representatives, and successors in interest, will immediately cease and desist marketing, selling, and offering Trinity HCSM programs to new members in the state of Iowa and will immediately cease and desist enrolling Iowa residents in Trinity HCSM programs;
- B. Trinity will continue to service and facilitate sharing among Iowa members of Trinity's HCSM programs until June 30, 2021. Trinity will continue to process sharing requests from current members for services rendered prior to June 30, 2021;
- C. Trinity will, contemporaneously with the entry of this Consent Order, pay \$40,000.00 made payable to the Iowa Insurance Division. This amount will to be credited to the Iowa Settlement Fund and distributed to past and current members of the Trinity HCSM programs who elect to participate. If a member does not elect to participate, the allocated sum will be distributed amongst participating members;
- D. Trinity will, contemporaneously with the entry of this Consent Order, pay the amount of \$10,000.00 for costs of investigation and prosecution pursuant to Iowa Code § 505.8. Payment shall be made payable to the Iowa Insurance Division, to be credited to the Iowa Enforcement Fund to provide funds for insurance enforcement and education;
- E. Subject to Division approval, Respondent shall provide written notice to all current Iowa members of Trinity's HCSM programs, within ten (10) days of this Consent Order, explaining the following:
 - i. Trinity can no longer offer its HCSM programs to new members in Iowa;
 - ii. Trinity will continue to facilitate sharing among current Iowa members until June 30, 2021, so that members have sufficient time to find alternative options.

Current members will need to find alternate coverage no later than June 30, 2021 because Trinity will no longer be permitted to facilitate its HCSM programs in Iowa after June 30, 2021; and

- iii. ACA-compliant insurance is available during the special open enrollment period beginning February 15, 2021 and ending May 15, 2021.
- F. Trinity will implement a procedure, within ten (10) days of this Consent Order, for the Division to escalate any complaints or concerns received by the Division regarding the HCSM program. Trinity shall use good-faith efforts to resolve any complaints or concerns in a fair and timely manner;
- G. Trinity will require any relevant TPA, affiliate, or contracted party to provide Trinity with certain information in order for Trinity to provide a report to the Division every other month from the date of this Consent Order, with the final report due August 20, 2021. This requested information and reports to the Division will include the following information:
- i. Contributions collected from Iowa resident members;
 - ii. Amounts shared with Iowa resident members; and
 - iii. Sharing request denial (partial and whole) information for Iowa resident members including member name, date of service, total charge, denied amount, total payment made by Trinity or its contracted parties; and basis for denial.
- H. After two (2) years from the date of this Consent Order, Trinity may request that the Commissioner reconsider the order to cease and desist conducting business in the state of Iowa. Such reconsideration is solely in the discretion of the Commissioner. If such

request is denied, Trinity retains the rights to contest any decision by any method permitted by law.

- I. These orders may be enforced under Iowa Code chapters 507A and 507B including but not limited to Iowa Code §507B.8, and additionally, by any collection remedies available to the State of Iowa Department of Revenue for unpaid ordered monetary amounts.
- J. This Consent Order is based solely on the application of Iowa's insurance code to the specific facts of the Division's investigation in this matter. Trinity and the Division are the only parties to this Consent Order. Therefore, this Consent Order, and any provision, findings, or conclusions contained herein, do not, and is not intended to, determine any factual or legal issue in any other jurisdiction, or have any preclusive or collateral estoppel effects in any lawsuit or action by any person or party other than the Division.

SO ORDERED this 17th of March, 2021.



DOUGLAS M. OMMEN
Iowa Insurance Commissioner

Respectfully submitted,

/s/ Johanna Nagel
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CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing instrument was served upon all parties to the above cause, or their attorney, at their respective addresses disclosed on the pleadings on March 17, 2021.

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

Signature: /s/ Hilary Foster
Hilary Foster

NOTICE OF PENALTIES FOR WILLFUL VIOLATION OF THIS ORDER

YOU ARE NOTIFIED that acting as an insurance producer, as defined in Iowa Code chapter 522B, or as an insurer, as defined in Iowa Code chapter 507A, in violation of this Order, is a felony under Iowa Code § 507A.10, subjecting you to punishment of imprisonment, jail, fines, or any combination of custody and fines.

YOU ARE NOTIFIED that if you violate this Order, you may be subject to administrative and civil penalties pursuant to Iowa Code § 507B. The Commissioner may petition the district court to hold a hearing to enforce the order as certified by the Commissioner. The district court may assess a civil penalty against you in an amount not less than three thousand dollars but not greater than ten thousand dollars for each violation, and may issue further orders as it deems appropriate.

NOTICE OF FINAL ORDER IMPACT

A final order of license probation, suspension, or revocation or a cease and desist order may adversely affect other existing business or professional licenses and may result in license revocation or disciplinary action.

A final order in an administrative action does not resolve any potential criminal or civil violations or causes of action that might arise from the same or similar conduct that is the subject of this order. It may result in criminal law enforcement authorities, including the fraud bureau of the Iowa Insurance Division, pursuing a criminal investigation or prosecution of potential criminal law violations.

CONSENT TO ORDER AND AGREEMENT

I, William H. Thomas III, as authorized agent for Respondent Trinity Healthshare Inc. (currently known as Sharity Ministries, Inc.) in this matter, have read, understood, and do knowingly consent to this Consent Order in its entirety. By executing this Consent, Trinity understands that it is waiving its right to a hearing, to confront and cross-examine witnesses, to produce evidence, and to judicial review.

Trinity further understands this Consent Order is considered a final administrative action that will be reported by the Division to the National Association of Insurance Commissioners and to other regulatory agencies. Trinity also understands this Consent Order is a public record under Iowa Code chapter 22 and information may be shared with other regulatory authorities or governmental agencies, pursuant to Iowa Code § 505.8(8)(d). Trinity also understands this Consent Order will be posted to the Division's website and a notation will be made to the publicly available website record that administrative action has been taken against it.

Dated: 3-11-2021

William H. Thomas III

Sharity Ministries, Inc. f/k/a
Trinity Healthshare Inc., Respondent
By: William H. Thomas III

Title: CEO

5901 Peachtree Dunwoody Rd.; Ste. C-160
Address of Signatory ATLANTA GA 30328

Subscribed and sworn before me by Fred Lavender Jr on this 11th day of MARCH, 2021

[Signature]
Notary Public for the State of Georgia

