

## PRE-TRIIP

### Memorandum of Understanding

This Memorandum of Understanding, ("MOU") established by HealthPlan Freedom, Inc ("HPF"), provide the Baldwin County (AL) Jail ("Facility") with an understanding of the terms and conditions that govern participation in HPF's PRE-TRIIP ("Program").

The purpose of this MOU is to establish a framework of cooperation between the Facility and HPF for the purpose of implementing the Program. The purpose of the Program is to help individuals who are either incarcerated but not yet convicted, or soon to be discharged from the Facility either by parole, pardon, plea agreement or completion of sentence to understand their health insurance options, identify the best available health insurance option based on the individual's specific healthcare needs and enroll them in the best available health insurance plan.

By implementing and participating in the Program the Facility understands, acknowledges and agrees to all of the following terms and conditions of the program:

- An Eligible Inmate(s) is defined as an inmate in a pre-trial not yet convicted status. *Inmates who are confined, convicted and sentenced ("incarcerated") are not eligible for traditional health insurance through HPF's Program. However, incarcerated inmates are eligible to enroll 50 days prior to their known release date to be active upon release.*
- For the purposes of HPF's operational planning the Facility estimates that 550 pre-trial inmates will be processed on a monthly basis and estimates that 594 inmates are expected to be released due to parole, pardon, plea agreement or completion of sentence each month.
- HPF will not charge the Facility to participate in the Program.
- HPF will be allowed a 12 month term which to implement and administer the Program. The term will auto-renew each year unless either party provides at least a 90 day notice prior to the next renewal date. The start date will be the date of receiving an email from the Sheriff or Jail Administrator agreeing to the Terms and Conditions outlined in this MOU.
- The rights granted to HPF pursuant to the terms and conditions of this MOU are non-exclusive.
- HPF is NOT LIABLE and will not provide INDEMNIFICATION for any reason (or in any way) for participation in the Program for other than as follows: HPF, for itself and its employees, agents, representatives, successors and assigns, shall defend, indemnify, and hold harmless the County, including its Commissioners, officers, directors, employees, representatives and agents, from and against all demands, actions, and claims of any description whatsoever for loss, injury or damage, including, but not limited to, attorneys' fees and costs, arising out of, relating to, or resulting from any and all acts or omissions of HPF, its officers, directors, employees, agents or contractors under this MOU.
- Nothing contained herein shall be construed to limit or modify the laws of the State of Alabama as the same may apply to the County regarding any immunity, absolute or qualified, or limitations of liability to which the County is otherwise entitled by law.
- This MOU and the relationship created hereby does not in any manner create, imply or otherwise vest, any authority in HPF on behalf of the County. Furthermore, this Agreement hereby expressly forbids the creation of an agency relationship or any action that would create or imply that HPF is an agent of the County.
- The parties acknowledge and agree that this MOU shall in all respects be governed by the law of the State of Alabama, including without limitation all issues relating to capacity, formation, interpretation, and available remedies, without regard to Alabama conflict of law principles. Proper venue for any action arising hereunder shall lie in Baldwin County, Alabama.
- HPF is in NO WAY assuming any responsibility and is NOT LIABLE for any healthcare expenses for any current or future inmates associated (for any reason) with the Facility. Under no circumstances will HPF be held liable for any healthcare costs incurred by any inmate associated with the Facility.
- HPF is an intermediary with expertise in helping individuals identify, understand and enroll in the best available health insurance option.
- For any inmate enrolled in a health insurance plan, coverage will start the 1<sup>st</sup> of the month following enrollment.
- HPF's Program is subject to changes in state and/or federal regulations. HPF has no control over these changes.
- HPF makes no guarantees of any kind with respect to the outcome or performance of participation in the Program.
- HPF will provide a PDF copy of materials to be used to create awareness of the Program.
- HPF will provide a dedicated phone number for people to call to speak with one of HPF's Specialists.
- HPF will work with the Facility to implement the Program to obtain health insurance for the Facility's Eligible Inmate population.
- HPF will maintain compliance with all state and federal regulations governing the services provided in this Program.
- HPF will appropriately staff its agent center with licensed representatives Monday-Friday 8 AM to 5 PM EST.

- HPF will work with the Facility’s medical service partner to optimize the impact of enrollments and cost savings.
- HPF will notify Facility of any changes made by governing authorities that will impact the Facility’s benefit from the Program.
- HPF will collaborate with the Facility to identify and address opportunities for improvement in performance of the Program.
- Jail agrees to store any completed Enrollment Authorizations Form (EAF) in a secure location both prior to and after submission to HealthPlan Freedom.
- That all materials, processes and protocols provided by HPF are proprietary property of HPF and will be treated as confidential not to be disclosed to any third party without prior express written permission of HPF.
- HPF has a fiduciary responsibility to the individuals (“Clients”) we enroll in healthcare coverage. HPF will always act in the best interest of our Clients never putting the needs of the Facility ahead of our Client’s needs.

If in agreement with the terms and conditions set forth in this MOU please fill in the blanks above (estimated) inmates and have the **Sheriff** or **Jail Administrator** of the Facility respond by email acknowledging receipt, review and agreement to these terms and conditions of the program. Upon receipt of this email we will initiate the implementation process in the Program. We look forward to working with you and your team.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_