

PRE-TRIIP

Memorandum of Understanding

This Memorandum of Understanding, ("MOU") established between HealthPlan Freedom, Inc. ("HPF"), and Muskogee County, OK ("Facility"), collectively known as the "Parties" agree to the following;

WITNESSETH

WHEREAS, the Facility has been designated with the task of enforcing all existing state law concerning the operation and maintenance of county jails; and

An Eligible Inmate(s) is defined as an inmate in a pre-trial not yet convicted status.

HPF is an intermediary with expertise in helping individuals identify, understand and enroll in the best available health insurance option; and

HPF's PRE-TRIPP ("Program") offers to review all eligible Detention Facility pre-trial inmates for coverage by the Affordable Care Act (ACA) and to identify the best available health insurance option based on the individual's specific healthcare needs and enroll them in a plan best suited for their needs.

THEREFORE, subject to controlling laws, rules, regulations, governing policies, and procedures, and in consideration of the mutual interests and understandings expressed herein, the Parties agree as follows:

- I.** MOU TERM - The MOU will be effective on the date it is signed by both Parties and shall have a term of 12 months. The term will auto-renew each year unless either party provides a written 90-day notice prior to the next renewal date. No fees will be charged to the Facility by HPF for services outlined in this MOU
- II.** SCOPE - This MOU aims to establish a collaborative relationship between the Sheriff and the Contractor to administer the Pre-Trial Inmate Insurance Program (PRE-TRIIP).

a. Responsibilities of HPF

- 1) HPF will work with the Facility to implement the Program to obtain health insurance for the Facility's Eligible Inmate population. Any eligible inmate enrolled in a health insurance plan should have coverage start on the first day of the month following enrollment.
- 2) HPF will maintain compliance with all state and federal regulations governing the services provided and will notify the Facility of any changes made by governing authorities that will impact the Facility's benefit from the Program.
- 3) 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.
- 4) 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.

b. Responsibilities of the Sheriff

- 1) The Facility shall ensure an Inmate(s) eligibility which 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 the HPF Program.
- 2) The Facility agrees to store any completed Enrollment Authorization Forms (EAF) in a secure location both before and after submission to HPF and that all materials, processes, and protocols provided by HPF are considered proprietary and will be treated as per the confidential section.
- 3) Provide access to all eligible documents pertaining to the PRE-TRIPP program

III. Termination - If either Party breaches this MOU, the other Party may terminate the MOU for cause. In instances of egregious conduct or other actions that may harm the non-breaching Party, the other Party may immediately terminate this MOU for cause upon ten (10) day's written notice, as described in this section. Notice shall be delivered by certified mail (return receipt requested), in person with proof of delivery, or by another delivery method whereby an original signature is obtained. A copy of the notice will also be sent electronically via email.

IV. Confidentiality - Both Parties shall ensure all staff assigned to this MOU maintain confidentiality regarding all client information. The Parties agree to keep each other's personnel and investigatory information confidential unless released in writing by the Party who owns the information.

V. HIPPA - The Parties shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (42 U.S.C. 1320d-8) and all applicable regulations promulgated thereunder. By agreeing t this MOU, HPF certifies to their compliance with HIPAA requirements.

VI. Indemnification - Neither party shall hold the other party responsible for participation in the PRE-TRIPP program.

VII. Employee Status - HPF shall be considered an independent party in the performance of its duties and responsibilities under this MOU. The Facility shall neither have nor exercise any control or direction over the methods by which HPF shall perform its work and functions other than as provided herein. Nothing in this MOU is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties.

VIII. Compliance with Law - The Parties shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including but not limited to those concerning equal opportunity, non-discrimination, and accommodations.

If in agreement with the terms and conditions set forth in this MOU please have the **Sheriff** or **Jail Administrator** of the Facility respond by email acknowledging receipt, review and agreement to terms and conditions of this MOU.

3rd day of March 2025
Chairman _____
Member [Signature]
Member [Signature]
Attest: [Signature] County Clerk



E-MAILED
3/3 9:33a
Andy Kuebler