

**HARDIN COUNTY FISCAL COURT
RESOLUTION NO. 2024-198**

BE IT RESOLVED, upon recommendation of Judge/Executive Keith L. Taul and Jailer Josh Lindblom, to approve the MOU with HealthPlan Freedom, Inc. Pre-Tripp Health Insurance Program for Hardin County Detention Center.

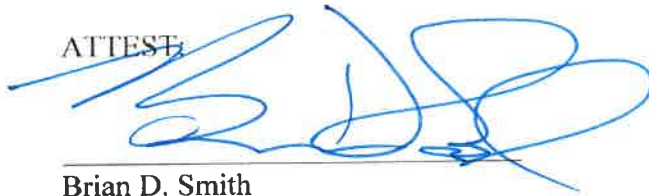
BE IT FURTHER RESOLVED, to authorize Judge/Executive Keith L. Taul and Jailer Josh Lindblom to negotiate the terms and conditions and to execute any contracts.

ADOPTED, by the Hardin County Fiscal Court in its regular meeting on 24 September 2024.



Keith L. Taul
Hardin County Judge/Executive

ATTEST



Brian D. Smith
Hardin County Clerk

PRE-TRIPP Health Insurance Enrollment
Memorandum of Understanding between HealthPlan Freedom, Inc.
and
Hardin County, Kentucky

This Memorandum of Understanding, ("MOU") established by HealthPlan Freedom, Inc ("HPF"), provides the Hardin County (KY) Jail ("Facility") with an understanding of the terms and conditions that govern participation in HPF's PRE-TRIPP ("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:

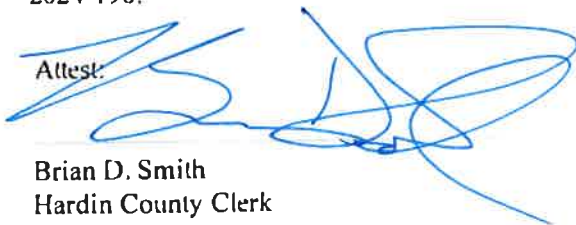
- An Eligible Inmate(s) is defined as an inmate in a pre-trial not yet convicted status. *Inmates who are confined, convicted and sentenced ("incarcerated") are not eligible for traditional health insurance through HPF's Program. However, incarcerated inmates are eligible to enroll 50 days prior to their known release date to be active upon release.*
- For the purposes of HPF's operational planning the Facility estimates that ___ pre-trial inmates will be processed on a monthly basis and estimates that ___ 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 in 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 Jail agreeing to the Terms and Conditions outlined in this MOU.
- HPF is NOT LIABLE and will not provide INDEMNIFICATION for any reason (or in any way) for participation in the Program. The Hardin County Jail is not liable to HPF and will not indemnify HPF for any reason.
- 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 1st 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 jail staff 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.
- 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 subject to Kentucky Open Records Act KRS 61.870, et seq.
- 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 Jailer 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.

Approved by Hardin County Fiscal Court this 24 day of September, 2024 pursuant to Resolution 2024-198.

Attest:



Brian D. Smith
Hardin County Clerk



Keith L. Taul
Hardin County Judge/Executive

Reviewed:



Jennifer B. Oldham
Hardin County Attorney



Josh Lindblom
Hardin County Jailer