



# County of Aroostook

## COMMISSIONERS' OFFICE

### Contract/Grant Authorization Form

*Pursuant to the County of Aroostook Accounting & Financial Practices/Procedures Manual and to the Aroostook County Charter*

#### PART ONE: Contract/Grant Designation

Required: **CHECK ONE** of the following options below that best describes the attached document:

The document is a **CONTRACT**  
 The principal purpose of this relationship is to purchase goods, services or lease for the direct benefit of the County.

**SOLE SOURCE:**     YES     NO

The document is a **GRANT**  
 The principal purpose of this relationship is the transfer of money, property, services, or anything of value to the recipient in order to accomplish a public purpose of support with no substantial involvement between the agency and the recipient during the performance of the activity.

#### PART TWO: Requisition for Contract/Grant Authorization

Please complete any of the following entries which apply to the document (agreement or amendment):

County Department: Aroostook County Sheriff's Office	Signatory:
Contractor Name: Alternative Correctional Healthcare, LLC	Contract Amount:
Describe the Service Provided: Alternative Correctional Healthcare provides medical and mental health services within the jail.	Amendment Amt:
	START Date: July 1, 2026
	END Date: June 31, 2027

\*Please respond to all questions applicable for this document. Additional pages may be attached if necessary.

**Substantiation of Need for Amendment:**

**Justification for Sole Procurement:**

Trinity is the current food vendor for the Aroostook County Jail. Our current contract with them expires June 30, 2026. They are the only provider of this service that I am aware of that will travel this far north. We are very happy with their services.

**Evidence of Prior or Scheduled RFP:** if no RFP was issued, show the vendors contacted for quotations. If the value of the contract exceeds \$2,500, attach the written quotations.

Signature: County Administrator \_\_\_\_\_

Date \_\_\_\_\_

## ALTERNATIVE CORRECTIONAL HEALTHCARE, LLC

### Contract to Provide Medical and Mental Health Services at Aroostook County Jail

THIS agreement (the “Agreement”) made effective as of July 1, 2026 (the “Effective Date”), by and between AROOSTOOK COUNTY (for the Aroostook County Jail), a local non-profit, confinement facility of the county government, located at 15 Broadway, Houlton, in the County of Aroostook and the State of Maine (hereinafter refer to as “ACJ”), and Alternative Correctional Healthcare, LLC a Maine limited liability company with a mailing address of 51 Harpswell Road, Suite 9D, Brunswick, Maine, 04011 (hereinafter referred to as “ACH”) (ACH and ACJ are referred to herein each as a “party” and collectively as the “parties”).

**WHEREAS**, Aroostook County desires to provide medical services and mental health services to the adult inmates detained at ACJ as well as ACJ employee services listed within this contract;

**WHEREAS**, ACH provides correctional medical care management services and desires to provide these services to ACJ under the terms and conditions of this Agreement herein;

**WHEREAS**, Aroostook County wishes to proceed with ACH providing correctional healthcare and mental health management to the adult population on behalf of the county and ACH agrees to provide these services;

**NOW THEREFORE**, for and in consideration of the mutual agreements as hereafter set forth herein the parties agree as follows:

#### **I. TERM, PURPOSE AND SCOPE.**

**a. Term:** The term of ACH’s engagement under this Agreement (the “Engagement”) will be for a period of twenty-four (24) months, commencing on the Effective Date, unless earlier terminated as provided in Section VI, below.

**b. Purpose:** To provide a working agreement between Aroostook County and ACH for the provision of health care and mental health services to the inmates of the ACJ, and limited health care services to the employees of Aroostook County as defined herein. This Agreement outlines health care services, the management of the services, and a system to monitor and evaluate the provision of those services.

**c. Scope of ACH Responsibilities:** ACH shall provide essential health care services set forth below in Section III and shall be responsible for all medical costs associated with those services and the care of ACJ inmates, including all medications, laboratory testing, outside medical services and doctor visits, hospital and emergency room care, emergency transportation, biohazard waste disposal, medical supplies and emergency medical transportation, unless otherwise specified herein.

## II. LEVELS OF SERVICE; COMPENSATION; CONTRACT COSTS.

a. **Compensation:** As of the Effective Date, the base service fee (hereafter, the "Service Fee") shall be due to ACH as follows:

<b>Monthly Cost</b>	\$104,440.16
<b>Annual Cost</b>	\$1,253,281.92

The Service Fee shall be payable in advance in twelve (12) equal monthly installments. Any partial months shall be prorated. The Service Fee shall increase on the one-year anniversary date of the Effective Date, July 1, 2027, as follows:

<b>Monthly Cost</b>	\$112,795.37
<b>Annual Cost</b>	\$1,353,544.44

b. **Additional Services; Contract Costs:** ACH shall be entitled to reimbursement of contract costs not included in the services covered by the Service Fee. Support services such as transcription, physician supervision and quality assurance are included in the Service Fee. All additional services and costs outside the Service Fee will be billed separately for services required.

c. **Monthly Payments:** The Service Fee shall be payable monthly in advance, with each payment due prior to the 10th day of the calendar month prior to the corresponding provision of service by ACH. Any amounts billed by ACH for additional services or contract costs outside the services covered by the Service Fee shall be due with the next payment of the Service Fee. Payments received after the 10th day will be assessed a late fee of 0.023 %, per day (8.395% APR), for each day the payment is late and will be added to the next month's statement. ACH shall be entitled to recover all costs of collection of amounts due hereunder, including without limitation attorney fees, legal expenses, and late fees.

## III. SERVICES.

In exchange for the Service Fee described in Section II, ACH shall provide the following services in accordance with applicable Maine Department of Corrections ("MDOC") Standards, including Code of Maine Rules ("CMR") 03-201-1-II, the Prison Rape Elimination Act ("PREA"), and the National Commission on Correctional Health ("NCCHC") standards.

### a. **Nursing Services:**

1. *Intake:* Except for extraordinary circumstance, within twenty-four (24) hours of an inmate being processed and booked in ACJ, nursing staff will provide a detailed, focused nursing assessment to identify any emergency medical needs, ongoing medical issues and obtain provider orders for verified previously prescribed medication and any treatment the ACH provider deems medically necessary.

2. *Daily sick call:* The nurses shall retrieve sick call slips every twenty-four (24) hours and answer all emergent needs as soon as possible and all other issues within twenty-four (24) hours of receipt of the complaint. All officer referrals will be triaged appropriately and treated by medical staff.

3. *Medications and supplies:* The nursing staff will be responsible to order and track all necessary medical supply needs. ACH will be responsible for ensuring all medications are ordered by licensed providers. Nursing staff will monitor all medications, dispose of medications properly and return unused medications for credit. Nursing staff will you best efforts to ensure that all medications and treatments are provided in the most cost-effective manner.

4. *Medication administration:* The medication prescribed for inmates will be administered by licensed or certified staff three (3) times daily, seven (7) days per week. In the event an ACH physician or nurse practitioner deems it medically necessary, medication administration will be increased to ensure appropriate medical care is provided to each inmate. The medication distribution to inmates will be done in accordance with applicable state and federal laws, rules, and regulations, and ACJ policies and procedures. Nursing will keep a list of preferred medications and these will be utilized as often as possible to cut excessive cost.

5. *Documentation:* Nurses will document nursing care provided as well as patient response to treatment following the documentation principles set forth by the American Nurses Association. All sick call slips, outside medical records requested and other documentation will become property of ACJ and filed within the individual inmate medical charts.

6. The administration or nursing staff will coordinate outside appointments for all inmates including emergency transport and other needs to ensure appropriate medically necessary care is administered in a timely fashion.

7. *Support:* The nurses will support and coordinate treatment with other staff including but not limited to mental health, substance abuse, DHHS, Sexual Assault Prevention and Response Services, Groups Recovery and programs offered through volunteers

8. *Laboratory Services:* The nursing staff will coordinate with ACJ's designated lab to provide inmate laboratory care needs.

9. *Imaging Services:* The nursing staff will coordinate with ACJ's designated imaging provider to ensure inmates receive necessary imaging.

10. Nursing staff will track, and records care given to inmates when they are transported to the local emergency department, or they are admitted to local hospitals.

**b. Medical Provider Services (PA, NP, DO, MD).**

1. Medical provider services, including physical examinations and inmate medical needs, will be provided in accordance with the population need as determined by the Service Level.

2. Each inmate will have a thorough history and physical assessment by a qualified medical provider within fourteen (14) days of being booked into the facility.

3. ACH will make referrals to outside medical providers as deemed medically necessary including but not limited to surgeries, immediate emergency care or care that should be provided by specialist providers. ACH shall refer out all dental care as it deems appropriate to the appropriate dental provider in the community.

4. ACH will make decisions upon appropriate preventative care treatments for inmates including STD, HIV and other preventative testing.

5. ACH will manage and track chronic care issues including but not limited to diabetes, high blood pressure and cardiovascular disease.

6. There will be a medical director (MD or DO) who approves all ACH policies and procedures. This medical director will be available by phone and the correctional administrator will be provided all provider phone numbers.

**c. Aroostook County Employees.**

1. In addition to providing services to inmates, ACH will provide tuberculosis testing, hepatitis C testing and vaccinations and yearly influenza vaccines to all county employees per MDOC policies. ACH will provide emergency health services to correctional staff until local emergency medical providers arrive. This will include the yearly flu clinic for both counties offsite as well as screening for the alternative sentencing program twice yearly.

2. ACH will provide CPR, bloodborne pathogens and any other agreed upon education to the correctional staff.

**d. Mental Health Services.**

1. ACH will provide MAT services including substance use disorder assessments, inductions with MAT, continued maintenance of MAT services, discharge planning for MAT services and groups focusing on substance use disorder.

2. ACH will provide one-on-one counseling for inmates requesting mental health services.

3. ACH will provide psychiatric medication management to inmates requiring specialized medication management.

**IV. STAFFING HOURS AND REQUIREMENTS.**

**a. Staffing Requirements:** ACH will ensure that appropriate staff is available to provide the health care services as defined in this Agreement.

1. *Nursing Coverage.*

i. ACH will provide RNs, or a combination of RNs and LPNs under appropriate supervision, to conduct daily nurse's sick call, review medical requests, supervise medication administration, and perform other functions as required.

ii. Hours of Service (weekly): 84 hours

2. *Medication Administration.*

i. ACH will provide appropriately qualified staff to conduct and supervise medication administration for inmates three (3) times per day, seven (7) days per week. Medication distribution to inmates will be provided consistent with all applicable federal, state, and local laws, rules, standards, and regulations. Quality review audits will be performed monthly.

ii. Medication Administration will be performed by State of Maine certified CAN-Ms, LPNs or RNs

iii. Hours of Service (weekly): 84 hours

3. *On Call Nurse.*

i. ACH will provide a nurse or other qualified staff, to be on call outside of regularly scheduled medical personnel hours and to provide an on-site response to the facility when required.

4. *Medical Sick Call.*

i. ACH will provide a physician, nurse practitioner, or physician assistant to provide on-site sick call.

ii. Hours of Service (weekly): 8

iii. MLP will be on-call for services needed outside of sick call.

4. *Administration:*

i. ACH's shall designate a single ACH employee (hereafter, the "Single Point of Contact") to manage this Agreement and meet with representatives of ACJ or Aroostook County as needed.

ii. The Single Point of Contact will be responsible for ensuring that all administrative responsibilities are fulfilled.

iii. Hours of Service (weekly): 40 hours (weekly).

5. *Medical Director:*

i. ACH's Medical Director will be responsible for the clinical oversight of all health care services and will ensure the provision of appropriate, quality inmate health care that at a minimum meets ACJ and applicable MDOC standards.

ii. ACH's Medical Director will provide clinical oversight of and be available for consultation with ACH staff.

6. *Mental health services:*

i. Twenty (20) hours of groups/MAT assessments provided by a CADAC or MHRT-C weekly.

ii. Five (5) hours of one on one counseling weekly.

iii. Fifteen (15) hours of suicide risk assessment/Riverview referrals, case management.

iv. Two (2) hours of NP/PA/MD services for MAT inductions.

**b. Requirement to Pass Background Investigation:**

All ACH health care staff providing services to ACJ inmates through ACH must have a pre-approved criminal background check and be licensed to practice in the State of Maine. Background checks will be conducted by the ACJ designated staff or at the direction of the Aroostook County Sheriff or Jail Administrator.

1. ACJ will take all reasonable, usual and customary steps necessary to screen ACH health care personnel to ensure that such personnel will not constitute a security risk to ACJ or to the inmates.

2. ACH personnel will be required to submit to initial employment drug screening as well as any other drug screening that may be required during employment. ACH will bear the cost of all drug testing required for the background check process.

**c. Jail Administrator Review and Sheriff Approval.**

Employment of ACH'S staff and subcontracted personnel shall be subject to review by the Jail Administrator or their designee and to the approval of the Aroostook County Sheriff or their designee.

**d. Authority of Jail Administrator over ACH Personnel.**

The Jail Administrator or Assistant Jail Administrator, under the authority of the Aroostook County Sheriff, reserves the discretion to require ACH personnel to leave the premises of ACJ and to prohibit admittance to the facility of any individual. In the event ACJ should become dissatisfied with any ACH personnel provided by ACH, ACH will, following written notice from ACJ of its dissatisfaction and the reasons thereof, exercise its best efforts to resolve the concerns expressed by ACJ. Within five (5) business days of receipt of such notice from ACJ, ACH's Health Services Administration at ACJ and the Jail Administrator or Assistant Jail Administrator shall meeting to

discuss ACJ's concerns and use best efforts to resolve the concerns expressed by ACJ. In the event that such concerns cannot be resolved, ACH shall remove the staff member from ACJ. ACJ agrees to allow ACH reasonable time to find an acceptable replacement.

## V. FACILITY ENTRY.

ACJ reserves the right to refuse facility entry to any ACH employee or subcontractor for any reason ACJ deems necessary. ACJ will notify ACH administration as soon as they are aware a staff member will no longer be permitted to enter or access ACJ. In such event, the parties will follow the informal resolution process described in Section IV(d) above to attempt to address the concern.

## VI. TERMINATION.

a. **Term:** This Agreement shall terminate upon the expiration of the term as described above, unless an extension is agreed to in writing.

b. **No-Cause Termination:** This Agreement may be terminated by either party with ninety (90) day written notice.

c. **Termination for Cause:** Except as otherwise provided in this Agreement, if either party gives written notice to the other party that such other party has materially breached or defaulted in the performance of any of its obligations under this Agreement and such default shall not have been cured within thirty (30) days following the giving of such notice, the party giving such notice shall have the right to terminate this Agreement.

d. **Termination in Special Circumstances:** Notwithstanding any other provision of this Agreement, if the funds anticipated for the continued fulfillment of this Agreement are at any time not forthcoming, through the failure of the Aroostook County government to appropriate funds, discontinuance or material alteration of the program under which funds were provided, ACH shall have the right to terminate its Engagement under this Agreement without penalty by giving not less than ninety (90) days written notice documenting the lack of funding.

e. **Responsibility for inmate healthcare upon termination or expiration:** Upon termination or expiration of this Agreement, responsibility for providing healthcare services to all inmates/detainees at ACJ will be assumed by ACJ; however, nothing herein is intended to lessen or eliminate any contractual or professional obligation of ACH to any inmate in immediate need of medical care until such contract termination date has passed, or as otherwise mutually agreed upon by the parties.

## VII. INSURANCE, INDEMNITY AND LIMITATION OF LIABILITY:

### a. Insurance:

1. At all times during the term of this Agreement, ACH will maintain at a minimum, insurance coverage and limit requirements in accordance with industry standards. Employment

practices liability insurance, professional liability insurance, general liability insurance with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

2. ACH will maintain workers compensation to all its employees.

3. In the event ACH subcontracts any providers, a copy of the providers' malpractice insurance and workman's compensation will be provided to ACJ.

4. Any insurance policies will be provided to ACJ upon request.

5. ACH will provide proof of unemployment insurance as required by Maine law.

6. ACH will notify ACJ of any changes in its insurance coverage.

**b. Indemnification:**

1. ACH shall not be held responsible for any acts or omissions that relate to previous healthcare providers under the previous contracts.

2. ACH hereby agrees to indemnify and hold harmless ACJ, and its employees and agents, from and against any claims against ACJ, or its employees and agents, based on ACH's failure or the failure of any employee or agent of ACH, to perform its direction obligations under the Agreement. However, ACH will not be responsible for any claims arising out of (1) ACJ, or its agents and employees, other than ACH, failing to follow medical instructions or orders or preventing an inmate from receiving health care ordered by ACH, or its employees or agents (2) the negligent or intentional failure of ACJ, or its employees or agents, other than ACH, to present an ill or injured inmate to ACH for treatment, (3) Security, classification, housing, transportation, supervision, restraint, or disciplinary decisions involving inmates, or use-of-force incidents by ACJ or its employees and agents, or (4) the negligent or unlawful acts or omissions of any of ACJ employees or agents, other than ACH. ACH's indemnification obligations herein shall be capped at the current Maine Tort Claims Act limit in effect as of the Effective Date.

3. To the greatest extent permitted by law, ACJ hereby agrees to indemnify and hold harmless ACH, its successors, and assigns, from and against any and all loss or damage arising from the assertion of any claim, for any errors or omissions in connections with the direct duties it performs under this Agreement.

4. ACH employees shall not be held liable for any damages to property at ACJ that unintentionally occur during normal work duties.

5. Nothing in this Section or Agreement shall waive any tort claim or civil rights claim immunity defense otherwise available under the Maine Torts Claims Act or any other law.

**c. Limitation of Liability:**

*1. Limitation of Damages:*

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY, REPUTATIONAL HARM, OR ATTORNEYS' FEES INCURRED IN CONNECTION WITH THIRD-PARTY CLAIMS EXCEPT AS EXPRESSLY PROVIDED HEREIN.

*2. Liability Cap:*

EXCEPT AS EXPRESSLY PROVIDED BELOW, THE AGGREGATE LIABILITY OF ACH, ITS EMPLOYEES, AGENTS, OFFICERS, MEMBERS, SHAREHOLDERS, CONTRACTORS, AND AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF:

(a) THE TOTAL COMPENSATION PAID TO PROVIDER UNDER THIS AGREEMENT DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR

(b) TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000), WHICHEVER IS LESS.

*3. Exceptions:* The foregoing limitations shall not apply to: (a) claims for professional negligence or medical malpractice to the extent covered by ACH's professional liability insurance (b) fraud or intentional misconduct by ACH; and/or (c) claims for which limitation of liability is prohibited by applicable law.

**VIII. ACJ RESPONSIBILITIES:**

a. ACJ will use best efforts to notify medical and mental health staff of issues with inmates upon intake and while they are detained.

b. ACJ will provide space and correctional staff to ensure successful group classes for substance abuse and mental health as coordinated with correctional staff

c. ACJ will do the best within their means to provide reasonable notice of transfers to other facilities, releases to community programs and releases with case management needs.

d. ACJ will provide daily population numbers, demographic information, cell assignments and other information needed to provide medical or mental health care to inmates.

e. ACJ will provide badges to all medical staff approved to enter the facility to ensure they have access to all doors.

f. ACJ will provide access to their electronic inmate tracking system to medical and mental health staff

g. ACJ will provide access to their email for appropriate medical and mental health staff use when determined necessary for staff to have ACJ email accounts.

#### **IX. EQUAL EMPLOYMENT OPPORTUNITY:**

ACH will not discriminate against any employee or applicant because of race, color, age, religion, sex, ancestry, national origin, place of birth, marital status, sexual orientation, or handicap. ACH will distribute copies of this commitment to not to discriminate to all persons who participate in recruitment and screening, including job applicants.

#### **X. ALTERNATIVE DISPUTE RESOLUTION:**

Should any dispute relating to this Agreement arise, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The parties shall cooperate in good faith to agree upon a mediator and proceed in accordance with any rules or requests of the mediator. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs. Notwithstanding the foregoing, nothing herein shall preclude either party from seeking equitable or injunctive relief from a court of competent jurisdiction.

#### **XI. INDEPENDENT CONTRACTOR:**

The parties to this Agreement both acknowledge that ACH is providing the services contemplated herein as an independent contractor and is neither an agent, employee, nor partner with AJC. The foregoing shall not impact nor invalidate any applicable regulations, laws, or rules regarding the application of any immunities provided by applicable state or federal law.

#### **XII. HIPAA AND MEDICAL RECORDS:**

a. **Medical Records:** ACH will cause to be maintained a medical record for each inmate/detainee who receives medical care services at ACJ during the term of this Agreement. This medical care record will be maintained pursuant to applicable law and will be maintained separately from the inmate/detainee's confinement record. All medical records shall be the property of ACJ, with ACH as the custodian, and the records shall be maintained at all times as confidential, subject to the rights of access thereto at all times on the part of ACJ or its designee and as otherwise required and/or permitted by applicable state or federal law. No information

contained in the medical record will be released by ACH except as provided by order of court, an applicable release, or otherwise in accordance with applicable law.

**b. Confidentiality:** The parties acknowledge that healthcare services provided under this Agreement involve the creation, use, maintenance, and disclosure of Protected Health Information ("PHI"), as that term is defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the HIPAA Privacy Rule, Security Rule, and Breach Notification Rule, as amended from time to time. Each party shall comply with all applicable federal and state privacy and confidentiality laws governing inmate health information.

### **XIII. TRANSFER OF SUPPLIES UPON EXPIRATION OR TERMINATION:**

Upon the expiration or termination of the this Agreement, all medical equipment and supplies purchased on behalf of ACJ for which ACH has been reimbursed, shall be the exclusive property of ACJ, and shall remain at ACJ unless otherwise agreed to by the parties in writing.

### **XIV. MISCELLANEOUS:**

**a. Consideration:** The parties hereby acknowledge that the covenants contained in this Agreement provide good, sufficient and valuable consideration for every promise, duty, release, obligation and right contained in this Agreement.

**b. Severability:** If any portion(s) of this Agreement is held by a court of competent jurisdiction to conflict with any federal, state or local law, and as a result such portion(s) is declared to be invalid and of no force or effect in such jurisdiction, then all remaining provisions of this Agreement shall otherwise remain in full force and effect and be construed as if such invalid portion(s) had not been included herein unless doing so would deny a party the practical benefit of this Agreement.

**c. Entire Agreement:** The provisions of this Agreement comprise all the terms, conditions, agreements, and representations of the parties respecting the contents of the Agreement herein. All representations and promises made by any party to another, whether in writing or orally, with respect thereto are understood by the parties to be merged into this Agreement.

**d. Assignment:** This Agreement is binding upon and inures to the benefit of the parties and their respective heirs, beneficiaries, attorneys, shareholders, officers, directors, divisions, parent companies, subsidiary or affiliated corporations, successors and assigns.

**e. Amendment:** This Agreement may not be amended, modified or supplemented except by an instrument in writing signed by all parties.

**f. Governing Law and Venue:** This Agreement shall be governed by the laws of the State of Maine, without regard to any conflicts of law principles. The parties agree that a court of

competent jurisdiction within the State of Maine shall be the exclusive venue for any dispute relating to this Agreement, subject to and consistent with the limits of that court's jurisdiction.

**g. No Jury Trial:** To the greatest extent permitted by law, the parties waive any and all rights to trial by jury in an action or proceeding between the parties arising out of or relating to this Agreement.

**h. Waiver:** A waiver by any party of a breach of any of the provisions of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement or of any subsequent breach of the same or any other provision of this Agreement. The understandings and representations of the parties set forth in this Agreement shall survive any breach of this Agreement and be enforceable by any non-breaching party.

**i. Counterparts:** The Agreement may be executed in duplicate counterparts, each of which is considered an original for all purposes. Any executed signature page delivered by electronic means (e.g., as a pdf file attached to an e-mail) shall be deemed an original.

**j. Construction:** The wording of this Agreement has been reviewed and accepted by for each party, and no party shall be entitled to have any wording of this Agreement construed against any other party in the event of any dispute arising between them in connection with it, whether based on the identity of the drafter or on any other basis.

**k. Further Efforts:** The parties agree to cooperate fully and execute any and all supplementary documents and to take any and all additional action that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement, and which are not inconsistent.

**l. Force Majeure:** Neither party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

**n. Professional Independence and Medical Decision-Making:** Nothing in this Agreement shall be construed to require ACH to render medical treatment inconsistent with ACH's professional judgment, applicable standards of care, ethical obligations, or constitutional requirements, and ACJ shall not direct or control ACH's clinical judgment regarding diagnosis, treatment, referrals, medication decisions, hospitalization, or other healthcare determinations.

**m. Notices:** Any notices or other documents to be given or delivered hereunder by any part shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, return receipt requested to their respective addresses set forth below.

*[remainder of page intentionally left blank]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their respective officers hereunto duly authorized, as of the day and year above written.

AROOSTOOK COUNTY

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By its:

Date:

ALTERNATIVE CORRECTIONAL HEALTHCARE, LLC

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By its:

Date: