

STATE OF ALABAMA     )  
COUNTY OF BALDWIN    )

**AGREEMENT**

THIS AGREEMENT ("Agreement") is entered into between ALTAPOINTE HEALTH SYSTEMS, INC. (hereinafter referred to as "ALTAPOINTE"), and the BALDWIN COUNTY COMMISSION, the honorable county governing body of Baldwin County, Alabama (hereinafter referred to as "COMMISSION") and is effective the date last executed below.

WHEREAS, ALTAPOINTE developed a nationally recognized program delivering intensive services and monitoring for individuals with frequent law enforcement encounters, repeated hospitalizations, and chronic, severe mental health and substance use disorders; and

WHEREAS, the COMMISSION has determined that it would be in the best interest of the citizens of Baldwin County, Alabama, to continue the Assisted Outpatient Treatment Team in Baldwin County, Alabama; and

WHEREAS, ALTAPOINTE has identified that Eighty-Three percent of those served through the program during the last two years have a diagnosed substance use disorder; and

WHEREAS, the COMMISSION is a participant in the national Opioid litigation, and a recipient of settlement proceeds for Opioid Remediation Uses; and

WHEREAS, the COMMISSION and ALTAPOINTE have agreed and intend to work in conjunction with one another to document and utilize Opioid proceeds as outlined in the abatement strategies of the settlement agreements; and

WHEREAS, the COMMISSION recognizes that §22-51-14, Code of Alabama (1975) provides authority for county commissions of the State of Alabama appropriate county funds for mental health related programs.

NOW, THEREFORE, the parties hereto AGREE as follows:

1. The term of this Agreement shall commence January 6, 2026, and terminate on December 31, 2026, or in a shorter time as may be determined exclusively by the COMMISSION. The COMMISSION shall have the right to terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice to ALTAPOINTE.
2. The COMMISSION, subject to all terms and conditions herein, agrees to pay to ALTAPOINTE Three Hundred Eighty-Four Thousand Six Hundred Eighty-Seven and 00/100 (\$384,687.00).

3. As a condition of receiving the COMMISSION's funding assistance referenced in Section 2. of this Agreement, ALTAPOINTE shall perform the following services in conjunction with and for the benefit of the COMMISSION, to wit:

a. The scope of services to be provided with funds available through this Agreement include providing qualified staff for an Assisted Outpatient Treatment Team (AOTT).

b. The purpose of the AOTT is to provide structural and support services for individuals that have been committed to outpatient mental health treatment by the probate court via a civil commitment process. Individuals committed to this kind of outpatient treatment typically have a history of multiple hospitalizations, frequent encounters with law enforcement and arrests, frequent emergency room visits for psychiatric or substance use disorder reasons, a history of non-compliance with traditional mental health treatment, difficulty maintaining physical health, strained family relationships, and deficits in basic living skills and other social determinants of health.

c. The AOTT team are full-time employees who provide patient services during extended weekday hours and on weekends, with 24-hour access to on-call staff.

d. AltaPointe is to serve not only the outpatient commitment population but also to respond on-scene with law enforcement during mental health, substance use, or homelessness-related crises

e. AltaPointe is to continue partnering with multiple law enforcement agencies, including the Baldwin County Sheriff's Office, to provide mental health training for officers who are often the first responders to mental health, substance use, and homelessness crises in an effort to support diversion from incarceration to treatment and encourages them to contact providers during future crises.

f. AltaPointe agrees to identify and document appropriate utilization of Opioid proceeds as outlined in the abatement strategies of the settlement agreements.

g. The goals for this program are as follows:

i. To connect 100% of individuals in crisis with assistance within 60 minutes or less, including evaluation of risk for harm to self or others in order to triage the person to the most appropriate services given their individual needs.

ii. To connect 100% of individuals to the most appropriate long-term services or resources to prevent future crises.

iii. To provide law enforcement with access to a clinician for individuals in crisis and reduce the number of arrests of individuals with mental illness for nonviolent, nonsexual, petty crimes by 50% by diverting them to the appropriate mental health and substance use services.

iv. To provide law enforcement with access to a clinician to reduce instances of self-harm or suicide for law enforcement personnel.

4. As a condition of receiving the COMMISSION's funding assistance referenced in Section 2 of this Agreement, ALTAPOINTE expressly agrees as follows:

a. All ALTAPOINTE facilities, services, activities, and membership shall be made available to the general public in accordance with ALTAPOINTE rules and policies.

b. ALTAPOINTE shall have a nondiscriminatory policy, and its facilities, services, activities, and membership will be available to the general public regardless of race, age, sex, disability, or religion.

c. ALTAPOINTE understands that this Agreement and the relationship created hereby does not in any manner create, imply, or otherwise vest any authority in ALTAPOINTE on behalf of the COMMISSION. Furthermore, ALTAPOINTE confirms and understands that this Agreement hereby expressly forbids the creation of an agency or partnership relationship with the COMMISSION, and ALTAPOINTE shall not take any action that will assert or imply that ALTAPOINTE is an agent of the COMMISSION.

d. ALTAPOINTE shall take all steps at its own expense, as the COMMISSION may from time-to-time request, to ensure it is an independent contractor.

e. ALTAPOINTE understands that the COMMISSION has no financial interest in the business of ALTAPOINTE and that the COMMISSION shall not be liable for any debts incurred by ALTAPOINTE, nor shall the COMMISSION be deemed or construed to be a partner, joint venturer or likewise interested in the assets of ALTAPOINTE or profits earned or derived by ALTAPOINTE, nor shall ALTAPOINTE at any time use the name or credit of the COMMISSION in purchasing, or attempting to purchase equipment, supplies or other things whatsoever.

f. To the fullest extent allowed by law ALTAPOINTE shall indemnify, defend, and hold the COMMISSION and its County Commissioners, departments, employees, supervisors, insurer, agents, representatives, and attorneys (for purpose of this Section 4.f. referred to collectively as "Commission") completely harmless from any and all claims, notices, violations, findings or orders of whatsoever kind or character which may arise or be made, or which are in any way related to or resulting from the work to be done and duties or obligations performed by ALTAPOINTE or the COMMISSION pursuant to this agreement, including, without limitation, attorney fees and legal expenses incurred as a result of the COMMISSION enforcing, defending, or complying with this Agreement, or otherwise addressing actions or claims made related in any way to this Agreement. The provisions of this Section 4.f. and the rights, duties and obligations set forth herein shall survive the expiration or termination of this Agreement.

g. ALTAPOINTE shall ensure that all materials publicizing or resulting from the funding assistance referenced in this Agreement shall contain an acknowledgment of the

COMMISSION's assistance with said acknowledgment of support made through the use of the following comparable footnote: "This activity was supported by the Baldwin County Commission."

h. ALTAPOINTE shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of the COMMISSION.

i. ALTAPOINTE shall comply strictly with all laws of Baldwin County, Alabama, the State of Alabama, the United States of America and all rules and regulations of all applicable agencies thereof.

j. Notwithstanding anything written herein to the contrary, ALTAPOINTE understands and agrees that all commitments made herein by the COMMISSION are subject to the availability of funds and, furthermore, ALTAPOINTE agrees that if the COMMISSION determines at any time prior to the conveyance of any funding assistance set forth by this agreement that the subject funds are not available, then the COMMISSION shall no longer be obligated or required to provide any such funding assistance.

k. ALTAPOINTE agrees, as a condition of receiving the funding assistance referenced in this Agreement to supply to the COMMISSION, within 30 days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject funding appropriations and funding assistance.

5. This Agreement can be amended, during its term, only by written amendment executed by the COMMISSION and ALTAPOINTE.

6. This Agreement shall be deemed to have been made in the State of Alabama, and the validity of the same, its construction, interpretation, enforcement, and the rights of the parties hereunder, shall be determined under, governed by, and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder. The proper venue for any action arising hereunder or relating to the subject matter of this Agreement shall lie solely and exclusively in the Circuit Court of Baldwin County, Alabama.

7. Should the COMMISSION employ an attorney or attorneys to enforce any of the terms and conditions hereof, the COMMISSION shall be entitled to recover from ALTAPOINTE all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended, or incurred in connection therewith.

8. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

IN WITNESS WHEREOF, the parties have affixed their hands and seals this date, as follows:

**BALDWIN COUNTY COMMISSION**

By: \_\_\_\_\_  
**JAMES E. BALL** **Date**  
**As Its: Chairman**

**ATTEST:**

By: \_\_\_\_\_  
**ROGER H. RENDLEMAN** **Date**  
**As Its: County Administrator**

**STATE OF ALABAMA** )  
**COUNTY OF BALDWIN** )

I, \_\_\_\_\_, a Notary Public, in and for said County in said State, hereby certify that JAMES E. BALL, whose name as Chairman and ROGER H. RENDLEMAN, whose name as County Administrator of the BALDWIN COUNTY COMMISSION, a county commission and political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said county commission.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public, Baldwin County, Alabama  
My Commission Expires: \_\_\_\_\_

**ALTAPOINTE HEALTH SYSTEMS, INC.**

**By:** \_\_\_\_\_  
**TUERK SCHLESINGER**                      **Date**  
**As Its: Chief Executive Officer**

**STATE OF ALABAMA**                      )  
**COUNTY OF BALDWIN**                      )

I, \_\_\_\_\_, a Notary Public, in and for said County in said State, hereby certify that TUERK SCHLESINGER, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public, Baldwin County, Alabama  
My Commission Expires: \_\_\_\_\_