

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/13/2021

Contract/Lease Control #: C20-2895-COR

Procurement#: SINGLE SOURCE

Contract/Lease Type: AGREEMENT

Award To/Lessee: BRIDGEWAY CENTER, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 11/05/2019

Expiration Date: 12/31/2021

Description of: MENTAL HEALTH PRE-TRIAL PROGRAM

Department: COR

Department Monitor: ESMOND

Monitor's Telephone #: 850-689-5960

Monitor's FAX # or E-mail: EESMOND@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

Client#: 709506

BRIDGCENTE5

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency Bouchard Region 101 N. Starcrest Drive Clearwater, FL 33765		CONTACT NAME: PHONE (A/C, No, Ext): 727 447-6481 FAX (A/C, No): E-MAIL ADDRESS:	
INSURED Bridgeway Center, Inc. 205 Shell Ave, Building A Ft Walton Beach, FL 32548-5063		INSURER(S) AFFORDING COVERAGE INSURER A : Markel Global Reinsurance Company	
		INSURER B : Century Surety Company	
		INSURER C : Accident Fund Insurance Co. of America	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

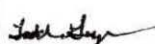
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y Y	FITGL337992021	06/01/2021	06/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		FITAU337992021	06/01/2021	06/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0		FITXS337992021	06/01/2021	06/01/2022	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y N/A	1400016857	07/31/2020	07/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liab		FITGL337992021	06/01/2021	06/01/2022	\$1,000,000/\$3,000,000
A	Abuse/Molestation		FITGL337992021	06/01/2021	06/01/2022	\$1,000,000/\$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

If required by written contract, Certificate Holder is an additional insured with respect to General Liability, subject to the terms, conditions and exclusions of the policies. When required by written contract, waiver of subrogation applies in favor of Certificate Holder with respect to General Liability, subject to the terms, conditions and exclusions of the policy. Waiver of subrogation applies to Workers Compensation when required by written contract, agreement or permit and subject to the provisions and (See Attached Descriptions)

CERTIFICATE HOLDER

Okaloosa County BOCC 5479A Old Bethel Road Crestview, FL 32536	CONTRACT#: C20-2895-COR BRIDGEWAY CENTER, COR MENTAL HEALTH PRE-TRIAL PROGRAM EXPIRES: 12/31/2021 AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

limitations of the policy. General Liability is written on a primary and non-contributory basis when required by written contract, agreement or permit and subject to the provisions and limitations of the policy. 30 day Notice of Cancellation applies with respect to General Liability.

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A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0		FITXS337992020L1	06/01/2020	06/01/2021	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	1400016857	07/31/2020	07/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
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CERTIFICATE HOLDER

CANCEL

Okaloosa County BOCC 5479A Old Bethel Road Crestview, FL 32536

SHOULD THE E
ACCOR

AUTHORIZE

[Signature]

CONTRACT#: C20-2895-COR
 BRIDGEWAY CENTER, INC.
 MENTAL HEALTH PRE-TRIAL PROGRAM
 EXPIRES: 12/31/2021

CONTRACT#: C20-2895-COR
BRIDGEWAY CENTER, INC.
MENTAL HEALTH PRE-TRIAL PROGRAM
EXPIRES: 12/31/2021

**SECOND ADDENDUM TO THE TRI-PARTY AGREEMENT BETWEEN
OKALOOSA COUNTY, FLORIDA, NORTHWEST FLORIDA HEALTH
NETWORK (FORMERLY BIG BEND COMMUNITY BASED CARE, INC.) AND
BRIDGEWAY CENTER INC. REGARDING MENTAL HEALTH PRE-TRIAL
PROGRAM
CONTRACT NO. C20-2895-COR**

This Second Addendum to the Agreement between Okaloosa County, a political subdivision of the state of Florida (the "County"), Northwest Florida Health Network (the "NWFHN") {formerly Big Bend Community Based Care, Inc. ("BBCBC")} a Florida not-for-profit corporation, and Bridgeway Center, Inc. ("Bridgeway") a Florida not-for-profit corporation, executed this 8th day of March, 2021, is made a part of the original Tri-party between the parties identified by the County as Contract No. C20-2895-COR (the "original Agreement"), incorporated herein by reference. The County and Contractor hereby agree as follows:

Section 1. RECITALS. The following "RECITALS" of the original agreement are hereby amended by adding the following new RECITALS:

WHEREAS, Big Bend Community Based Care, Inc. or "BBCBC" has been renamed Northwest Florida Health Network and shall be referenced under its new name or "NWFHN" henceforth; and

WHEREAS, Because the Program officially began in January 2020 the \$250,000 legislation appropriation that began on July 1, 2019 was able to last over three months past the State fiscal year through September 30, 2020; and

WHEREAS, a new legislative appropriation of \$350,000 was received for the Program this State fiscal year, July 1, 2020 – June 30, 2021; and,

WHEREAS, because the initial funding was able to be carried over in the next fiscal year and due to some Program participation issues related to the COVID pandemic, it is likely the newest legislative appropriation of \$350,000 will extend beyond this current State fiscal year as well.

Section 2. OPTION TO RENEW. The parties hereby wish to exercise their option to retroactively renew the original Agreement for an additional one (1) year term in accordance with Section 3 of the original Agreement.

Section 3. EFFECTIVE DATE OF RENEWAL TERM. The Effective Date of this Amendment shall retroactively commence October 1, 2020 and terminating on December 31, 2021, unless further renewed by the parties in writing.

Section 4. AMENDED TERMS OF CONTRACT. The following terms and conditions of the original agreement are hereby amended:

Section 4. general paragraph, and sections (a) and (b) are hereby replaced as follows:

4. Compensation. The NWFHN and the County agree to fund Bridgeway for services actually performed at an amount not to exceed Six Hundred and Sixty-Six Thousand, Six Hundred and Eighteen 69/100 (\$666,618.69), more particularly described as detailed in the Attachment "C" (shown as a 15-month budget October 1, 2020 through December 31, 2021) and as follows:

- a. NWFHN shall reimburse, upon submission of supporting documentation, to the County up to the amount of Three Hundred and Fifty Thousand Dollars (\$350,000.00) to be utilized for valid expenses related to the Program. Monthly Occupancy/Lease Payments of \$6,087.98, have been deemed ineligible which the County shall pay, without reimbursement from the funding listed in paragraph b below.
- b. The County shall provide to the Program up to Three Hundred and Sixteen Thousand, Six Hundred and Eighteen Dollars 69/100 cents (\$316,618.69), to be used between October 1, 2020 and December 31, 2021, and after all Legislative Appropriation/NWFHN funds are expended, excluding the Monthly Occupancy Lease Payments which shall be paid monthly by the County without reimbursement. Future appropriations by the Florida Legislature in future may negate or lessen the need for this County contribution.

Section 4(c) of the original agreement is hereby amended as follows:

- c. Bridgeway shall submit an invoice to the County on a monthly basis. All payments for services rendered by Bridgeway shall be processed through the County, and NWFHN shall reimburse the County for services rendered by Bridgeway. The invoice shall indicate that all services have been completed for that invoice period. The County must submit the Invoice for reimbursement to NWFHN by the 10th of the month following month of service. In addition, Bridgeway agrees to provide the County and NWFHN with monthly progress report, setting forth in detail all of services rendered for the month. Within than 30 days following the end of each quarter the County shall provide a detailed progress report to the NWFHN outlining the actual expenditures to date. The first reporting quarter shall start October 1, 2020.

Attachment C "Budget" of the original agreement is hereby replaced in its entirety with a new Attachment C "Budget" for 15 months, that is attached hereto.

Section 5. OTHER PROVISIONS REMAIN IN EFFECT. Except as specifically modified in Section 3 above, all terms and conditions of the original agreement between the parties, shall remain in full force and effect.

Section 6. CONFLICTING PROVISIONS. The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.

Section 7. REPORTING. Subcontractors will provide quarterly financial statements generated from their detailed general ledger accounting system. The quarterly financial statements must be

in the form of a schedule of revenues and expenditures, budget to actual, and must be on the accrual basis of accounting. Statements will be provided in Excel format. If the reports provided are not in a format generated directly from the subcontractor's general ledger accounting system, then the subcontractor must provide supporting reports from the general ledger accounting system that reconcile to the reports provided. In addition, the reports must be submitted by Program Type (example: Mental Health, Substance Abuse, FIT, PATH, FEPT/EPIC, PPG, FACT, and BNet). The quarterly financial statements are due on or before July 31, October 31, January 31, and April 30 for the quarters ending June 30, September 30, December 31, and March 31

Upon termination of this contract, or at the end of Fiscal Year, whichever comes first, and within thirty (30) days of the end date a Financial Report must be generated from a detailed general ledger accounting system. The financial statement must be in the form of a schedule of revenues and expenditures, budget to actual, and must be on the accrual basis of accounting. If the report provided is not in a format generated directly from a general ledger accounting system, then the provider must submit supporting documentation from a general ledger accounting system that reconciles to the financial report provided. The provider will be expected to return surplus resources to NWFHN.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

WITNESS:

NORTHWEST FLORIDA HEALTH
NETWORK, INC.

Courtney Engel
Signature
Courtney Stanford
Print Name

BY: *Chief Operating Officer*

WITNESS:

OKALOOSA COUNTY, FLORIDA

Roland C. Sims Jr.
Signature
Roland C. Sims Jr.
Print Name

BY: *[Signature]*
John Hofstad, County Administrator

WITNESS:

BRIDGEWAY CENTER INC.

Bonnie R. Barlow
Signature
Bonnie R. Barlow
Print Name

BY: Chief Executive Officer



CONTRACT/AMENDMENT/AGREEMENT APPROVAL FORM

Provider Name	OK BOCC BRIDGEWAY	Contract Number	A0280
Contract Manager	Delanah Gebhart	Amendment Number	002
Current Contract Amount	\$250,000.00	Contract Begin Date	July 1, 2019
Current FY Amount	\$350,000.00	Contract End Date	June 30, 2021
Amended Contract Amount	\$350,000.00	Amendment Amount (+/-)	\$100,000.00

Contract Summary/Comments

Program: MANAGING ENTITY

Executive Summary of Contract and/or Amended Changes: Amendment is to revise funding allocation for the FY 20-21 and adds quarterly financial reporting language to the contract.

CONTRACT MANAGER sign off and approval certifies that for this contract:

- Contract terms and conditions are in compliance with applicable federal, state, and/or other funding source requirements.
- Certification regarding lobbying under federal grants and contracts is contained in the contract and/or the certification regarding debarment and suspension under federal grants and contracts is contained in the contract or is on file with the CM (where applicable).
- Complete Subrecipient vs Vendor Determination Checklist.
- Complete BBCBC Quote/Bid Tracking Form

Print Name: Delanah Gebhart

Signature: *Delanah Gebhart*

Date: 03/24/2021

PROGRAM (NETWORK COORDINATOR, WELLBEING COORDINATOR, CARE COORDINATION SPECIALIST, ETC.) sign off and approval signifies a clear and complete program description, scope of work, and inclusion of all necessary special provisions and the program description and scope of work correlate with staffing need submissions and supporting documentation.

Print Name: N/A Signature:

Date:

FISCAL sign off and approval signifies a clear and complete budget and budget narrative and inclusion of all necessary and required backup budgetary documentation. (Mark N/A if Amendment does not have a fiscal component)

Rev. R022 4.5.2021

Print Name: Reg Kerr

Signature:

Date:

CONTRACT ADMINISTRATOR sign off and approval signifies use of an approved BBCBC model contract; inclusion of all necessary special provisions and contract specific method of payment provisions; that the contract document is in compliance with applicable federal and state procurement laws, rules and regulations; compliance with the Method of Payment section of the BBCBC model contract (if applicable) and State Comptroller's requirements; and the intent to renew clause is included, if applicable.

Print Name: Chris Meadows

Signature:

Chris Meadows

Date: 03/31/2021

OPERATIONS MANAGER/CHIEF OPERATIONS OFFICER There is a need for the services and signifies that the statement of work is clearly written and expected performance results are quantifiable and measurable, and are clearly defined in the BBCBC contract.

Print Name: David Daniels

Signature:

David Daniels

Date: 04/01/2021

CHIEF FINANCIAL OFFICER sign off and approval signifies the presence of budget authority to expend monies for services specified within the contract and the correctness of codes.

Print Name: Lori Gullledge

Signature:

Date:

Note: The Contract/Amendment will not be sent to the CEO or COO for execution unless a completed routing form is attached to the document and verified by the Director of Contract Administration (or delegate).

Required documents/attachments have been included in the contract (as applicable) and submitted for review as follows:

Document	Y	N	N/A	Document	Y	N	N/A
REQUIRED CONTRACT DOCUMENTS				Post Award Notice/Funding Report			X
BBCBC Standard Contract			X	Subrecipient/Vendor Determination Form			X
Attachment I			X	Proof of Corp. Status or W-9			X
Financial & Audit Attachment			X	Proof of 501 (c) 3 Status (if applicable)			X
Lobbying Form			X	Convicted & Suspended Vendor List Certification			X
REQUIRED SUPPORTING DOCUMENTATION				Civil Rights Compliance Checklist			X
Documentation of Negotiation			X	Employment Screening Affidavit			X
Certification of Current General Liability Insurance			X	Signature Authority (i.e., Board of Directors list)			X
Cost Analysis > Cat II (non comp.)			X	Program Description (ME) CF-MH 1046			X
Program Budget & Narrative			X	Provider License (if applicable)			X

Tri-Party Agreement re: Mental Health Pre-Trial Program

Attachment "C"							
Bridgeway Center's Detailed Costs							
Florida State Fiscal Year 21/22							
	Tri-Party Budget January 1, 2021 - December 31, 2021	Occupancy Expense (Okaloosa County and BCI) January 1, 2021 - December 31, 2021	Total Program Budget January 1, 2021 - December 31, 2021	Tri-Party Actuals October 1, 2021 - December 31, 2020	Occupancy Expense (Okaloosa County and BCI) October 1, 2021 - December 31, 2020	Total Program Budget October 1, 2021 - December 31, 2020	Program Total October 1, 2020 - December 31, 2021
Personnel							
Program Director	\$ 32,542.64			\$ 8,611.28			\$ 41,153.92
Lead Counselor	\$ 35,360.00			\$ 9,068.00			\$ 44,428.00
Diversion Counselors	\$ 187,200.00			\$ 41,252.15			\$ 228,452.15
Shift Differential	\$ 6,500.00			\$ -			
Overtime/PTO	\$ 20,000.00			\$ -			
	\$ 281,602.64			\$ 58,931.43			\$ 340,534.07
Benefits and Payroll Taxes	\$ 45,056.42			\$ 6,523.78			\$ 51,580.20
Total Labor Expense	\$ 326,659.06			\$ 65,455.21			\$ 392,114.27
Food Expense	\$ 65,700.00			\$ 7,994.93			\$ 73,694.93
Lease Shell D	\$ -	\$ 64,651.20		\$ -	\$ 16,162.80		\$ 80,814.00
Water	\$ 3,273.00			\$ 1,081.63			\$ 4,354.63
Power	\$ 16,894.00			\$ 2,773.61			\$ 19,667.61
Gas	\$ 462.00			\$ 197.18			\$ 659.18
Telecommunication	\$ 3,156.00			\$ 45.99			\$ 3,201.99
Total Building Expense	\$ 23,785.00			\$ 4,098.41			\$ 27,883.41
Client Incidentals	\$ 5,000.00			\$ 481.67			\$ 5,481.67
Program Supplies	\$ 3,000.00			\$ 1,422.83			\$ 4,422.83
Office Supplies	\$ 2,400.00			\$ 1,027.93			\$ 3,427.93
Cleaning Supplies	\$ 1,200.00			\$ -			
Fuel & Vehicle Maintenance	\$ -			\$ -			
Pre-Employment Cost (Pd by BIGB)	\$ -			\$ -			
Pre-Employment Cost (pd by Cdy)	\$ -			\$ -			
U/A Tests	\$ 939.00			\$ -			
Training (No budget line)	\$ -			\$ -			
Licensing (No budget line)	\$ -			\$ -			
Fire Alarm (No budget line)	\$ -			\$ -			
Misc Resid Supplies (No budget line)	\$ -			\$ -			
Total Consumable Expense	\$ 12,539.00			\$ 2,882.43			\$ 15,421.43
Sub Total Operating Expense	\$ 428,683.06	\$ 64,651.20		\$ 80,430.98	\$ 16,162.80		\$ 589,928.04
G&A	\$ 55,728.80	\$ 8,404.66		\$ 10,458.08	\$ 2,101.16		\$ 76,690.65
Annual Operating Expense	\$ 484,411.86	\$ 73,055.86	\$ 557,467.85	\$ 90,887.01	\$ 18,263.96	\$ 109,150.97	\$ 666,618.89

Tri-Party Agreement re: Mental Health Pre-Trial Program

Attachment "C"				
Bridgeway Center's Budget Narrative				
	FTE	FTE Rate	Budget	Comments
Personnel				Previous year included 7.5 FTE's This Year's changes increased to 7.65 FTE's.
Program Director	0.65	\$ 24.07	\$ 32,542.64	Shelter Manager position promoted to a Director level position and 35% of this position's expense transferred to other BCI Programs giving this position operational control of programs in the system of care used for transition of the Pre-Trial Program clients into the community.
Lead Counselor	1	\$ 17.00	\$ 35,360.00	.5 FTE Therapist position transitioned into a 1.0 FTE Lead Counselor Position.
Diversion Counselors	6	\$ 15.00	\$ 187,200.00	
Shift Differential			\$ 6,500.00	To facilitate retention of current personnel added a \$0.50 shift differential for the 3pm-11pm shift and a \$1.00 shift differential to the 11pm-700 am shift.
Overtime/PTO			\$ 20,000.00	Added funds to cover overtime expense when employees take PTO and holidays.
			\$ 281,602.64	
Benefits and Payroll Taxes			\$ 45,056.42	
Total Labor Expense			\$ 326,659.06	
Food Expense			\$ 65,700.00	
Lease Shell D			\$ 64,651.20	The lease expense will be isolated from the expenses submitted to BBCBC for reimbursement and funded entirely Okaloosa County.
Water			\$ 3,273.00	
Power			\$ 16,894.00	
Gas			\$ 462.00	
Telecommunication			\$ 3,156.00	
Total Building Expense			\$ 88,496.20	
Client Incidentals			\$ 5,000.00	New item reflecting actual expenses incurred for clients related to medications (OTC and prescribed), identification documents and clothing.
Program Supplies			\$ 3,000.00	New item reflecting actual expenses incurred for clients related to recreation, socialization, personal hygiene articles.
Office Supplies			\$ 1,200.00	
Cleaning Supplies			\$ 2,400.00	
Fuel & Vehicle Maintenance			\$ -	BCI to absorb the operational expense of a vehicle to be supplied by Okaloosa County.
Pre-Employment Cost (Pd by BIGB)			\$ -	
Pre-Employment Cost (pd by Cty)				
U/A Tests			\$ 939.00	Weekly random client UA Screens (\$10/test)
Training (No budget line)			\$ -	
Licensing (No budget line)			\$ -	
Fire Alarm (No budget line)			\$ -	
Misc Read Supplies (No budget line)			\$ -	
Total Consumable Expense			\$ 12,539.00	
Sub Total Operating Expense			\$ 493,334.26	
G&A			\$ 64,133.45	
Annual Operating Expense			\$ 557,467.72	
			\$ (556,419.99)	
Variance from previous year			\$ 1,047.73	



State of Florida

Board of County Commissioners

November 5, 2019

Florida Department of Children and Families/Big Bend Community Based Care, Inc.

RE: Designation of Authorizing Official

To Whom It May Concern:

We are writing to inform the Florida Department of Children and Families through Big Bend Community Based Care, Inc., of the designation of John Hofstad, County Administrator, as the Authorizing Official for the Tri-party Agreement between Okaloosa County, Florida and Big Bend Community Based Care, Inc. and Bridgeway Center, Inc. regarding Mental Health Pre-trial Program subsequent to the execution of this document.

Please accept this as our formal request based on Board Action of this day.

Sincerely,

Charles K. Windes, Jr.
Chairman, Board of County Commissioners

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 12/13/2019

Contract/Lease Control #: C20-2895-COR

Procurement#: SINGLE SOURCE

Contract/Lease Type: AGREEMENT

Award To/Lessee: BRIDGEWAY CENTER, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 11/05/2019

Expiration Date: 12/31/2020

Description of MENTAL HEALTH PRE-TRIAL PROGRAM

Department: COR

Department Monitor: ESMOND

Monitor's Telephone #: 850-689-5690

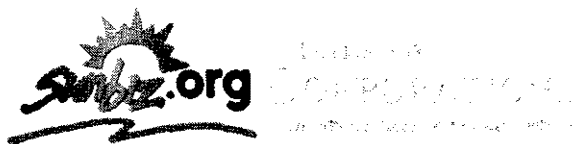
Monitor's FAX # or E-mail: EESMOND@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

Florida Department of State

DIVISION OF CORPORATIONS

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /**Detail by Entity Name**

Florida Not For Profit Corporation

BRIDGEWAY CENTER, INC.

Filing Information

Document Number 710848
FEI/EIN Number 59-1278085
Date Filed 05/09/1966
State FL
Status ACTIVE
Last Event AMENDED AND RESTATED ARTICLES
Event Date Filed 10/17/2007
Event Effective Date NONE

Principal Address

137 Hospital Drive
Fort Walton Beach, FL 32548-5063

Changed: 02/27/2019

Mailing Address

137 Hospital Drive
Fort Walton Beach, FL 32548-5063

Changed: 02/27/2019

Registered Agent Name & Address

Barlow, Bonnie, CEO
205 Shell Avenue Building A
Fort Walton Beach, FL 32548

Name Changed: 02/27/2019

Address Changed: 02/27/2019

Officer/Director Detail**Name & Address**

Title Chief Information Officer

Mundy, Lawrence, CIO
205 Shell Avenue Building A
Fort Walton Beach, FL 32548

Title Clinical Officer

McFarland, Larry
137 Hospital Drive
Fort Walton Beach, FL 32548

Title VP of Children's Specialty Services

Brunson, Shannon
137 Hospital Drive
Fort Walton Beach, FL 32548

Title Controller

McAllister, Clayton
205 Shell Avenue Building A
Fort Walton Beach, FL 32547

Annual Reports

Report Year	Filed Date
2017	03/17/2017
2018	04/17/2018
2019	02/27/2019

Document Images

02/27/2019 -- ANNUAL REPORT	View image in PDF format
04/17/2018 -- ANNUAL REPORT	View image in PDF format
03/17/2017 -- ANNUAL REPORT	View image in PDF format
04/28/2016 -- ANNUAL REPORT	View image in PDF format
03/24/2015 -- ANNUAL REPORT	View image in PDF format
05/20/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
05/01/2014 -- ANNUAL REPORT	View image in PDF format
01/22/2013 -- ANNUAL REPORT	View image in PDF format
01/09/2012 -- ANNUAL REPORT	View image in PDF format
01/06/2011 -- ANNUAL REPORT	View image in PDF format
02/01/2010 -- ANNUAL REPORT	View image in PDF format
01/21/2009 -- ANNUAL REPORT	View image in PDF format
01/08/2008 -- ANNUAL REPORT	View image in PDF format
10/17/2007 -- Amended and Restated Articles	View image in PDF format
01/12/2007 -- ANNUAL REPORT	View image in PDF format
09/27/2006 -- REINSTATEMENT	View image in PDF format
10/31/2005 -- REINSTATEMENT	View image in PDF format
06/14/2004 -- ANNUAL REPORT	View image in PDF format
02/10/2004 -- ANNUAL REPORT	View image in PDF format
01/13/2003 -- ANNUAL REPORT	View image in PDF format
04/03/2002 -- ANNUAL REPORT	View image in PDF format
03/27/2001 -- ANNUAL REPORT	View image in PDF format
04/12/2000 -- ANNUAL REPORT	View image in PDF format

03/11/1999 -- ANNUAL REPORT	View image in PDF format
05/20/1998 -- ANNUAL REPORT	View image in PDF format
05/09/1997 -- ANNUAL REPORT	View image in PDF format
02/08/1996 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations



A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov.

[Log In](#)

[Login.gov FAQs](#)

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 12/14/2019, from 8:00 AM to 8:00 PM

ALERT: A December 6th change to TLS Cipher Suites could impact browsers and web clients. System-to-System users should contact FSD for details.

Search Results

Current Search Terms: BRIDGEWAY CENTER, INC.*

Total records: 1

[Save PDF](#)

[Export Results](#)

[Print](#)

Result Page: 1

Sort by: **Relevance** ▼

Order by: **Descending** ▼

Your search for BRIDGEWAY CENTER, INC.* returned the following results...

Entity	BRIDGEWAY CENTER, INC.	Status: Active ⓘ
DUNS: 133134759	CAGE Code: 3QCWo	View Details
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 05/02/2020	Debt Subject to Offset?: No	
Purpose of Registration:		

Result Page: 1

[Save PDF](#)

[Export Results](#)

[Print](#)



IRM-F-2019-007-1527
WWW8

[Search Records](#) [Disclaimers](#) [FAPHS.gov](#)
[Data Access](#) [Accessibility](#) [GSA.gov/IAE](#)
[Check Status](#) [Privacy Policy](#) [GSA.gov](#)
[About](#) [USA.gov](#)
[Help](#)

This is a U.S. General Services Administration Federal Government computer system that is **FOR OFFICIAL USE ONLY**. This system is subject to automatic downgrading and declassification. Unauthorized disclosure of information contained herein is prohibited. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: TBD Tracking Number: 3091-20
Procurement/Contractor/Lessee Name: Bridgeway Center, Inc. Grant Funded: YES X NO
Purpose: Tri party agreement - mental Health Oversight
Date/Term: 6-30-2020
Amount: \$250,000
Department: PS
Dept. Monitor Name: Kisela

1. ☒ GREATER THAN \$100,000
2. ☐ GREATER THAN \$50,000
3. ☐ \$50,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met:

DeRita Mason
Purchasing Director or designee

Jeff Hyde, DeRita Mason, Jessica Darr

Date: 10-24-19

2CFR Compliance Review (if required)

Approved as written:

See email attached

Date: 10-24-19

Grants Coordinator

Danielle Garcia

Risk Management Review

Approved as written:

See email attached

Date: 10-24-19

Edith Gibson or Karen Donaldson

County Attorney Review

Approved as written:

See email attached

Date: 10-24-19

County Attorney

Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received:

Date:

Finance Manager or designee

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Thursday, October 24, 2019 2:19 PM
To: DeRita Mason
Cc: Karen Donaldson; Danielle Garcia
Subject: RE: 10.23.2019 Triparty Agreement Revision

I wrote it so it is approved for legal purposes.

From: DeRita Mason [dmason@myokaloosa.com]
Sent: Thursday, October 24, 2019 3:09 PM
To: Parsons, Kerry
Cc: Karen Donaldson; Danielle Garcia
Subject: FW: 10.23.2019 Triparty Agreement Revision

All,

Please review the attached for the November 5 board meeting.

Thank you,

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

"Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure."

From: Faye Douglas <fdouglas@myokaloosa.com>
Sent: Thursday, October 24, 2019 1:20 PM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Jeffrey Hyde <jhyde@myokaloosa.com>
Subject: FW: 10.23.2019 Triparty Agreement Revision

DeRita Mason

From: Danielle Garcia
Sent: Thursday, October 24, 2019 2:43 PM
To: DeRita Mason
Subject: RE: 10.23.2019 Triparty Agreement Revision

Approved for grant purposes.

Regards,
Danielle Garcia
850-689-5960 x 6971

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Thursday, October 24, 2019 2:10 PM
To: 'Parsons, Kerry' <KParsons@ngn-tally.com>
Cc: Karen Donaldson <kdonaldson@myokaloosa.com>; Danielle Garcia <dgarcia@myokaloosa.com>
Subject: FW: 10.23.2019 Triparty Agreement Revision
Importance: High

All,

Please review the attached for the November 5 board meeting.

Thank you,

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

"Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure."

DeRita Mason

From: Karen Donaldson
Sent: Thursday, October 24, 2019 3:32 PM
To: DeRita Mason
Subject: RE: 10.23.2019 Triparty Agreement Revision

DeRita

This is approved by risk management for insurance purposes.

Thank you

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
5479-B Old Bethel Rd.
Crestview, FL 32536
850.683.6207
KDonaldson@myokaloosa.com



Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Thursday, October 24, 2019 2:56 PM
To: Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: RE: 10.23.2019 Triparty Agreement Revision

Okay, take a look at it now please.

DeRita Mason



CONTRACT#: C20-2895-COR
BRIDGEWAY CENTER, INC.
MENTAL HEALTH PRE-TRIAL PROGRAM
EXPIRES: 12/31/2020

**TRI-PARTY AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA
AND BIG BEND COMMUNITY BASED CARE, INC. AND BRIDGEWAY CENTER
INC. REGARDING MENTAL HEALTH PRE-TRIAL PROGRAM**

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made this 5th day of November, 2019, by and between Okaloosa County, a political subdivision of the state of Florida, (hereinafter referred to as the "County"), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and Big Bend Community Based Care, Inc. a Florida not-for-profit corporation, with a mailing address of 525 N. MLK Jr. Blvd., Tallahassee, FL 32301 (hereinafter "BBCBC") and Bridgeway Center, Inc. a Florida not-for-profit corporation, with a mailing address of 205 Shell Avenue Building A, Fort Walton Beach, FL 32548 (hereinafter "Bridgeway").

RECITALS

WHEREAS, Defendants who are arrested sometime exhibit signs of an underlying mental illness that has caused or contributed to the alleged crime for which the defendants have been arrested; and

WHEREAS, a significant number of these individuals do not meet criteria for an involuntary examination under section 394.463, Florida Statutes (commonly known as the "Baker Act"). Defendants with mental illness are often homeless and booked solely on misdemeanor and municipal offenses and/or detained in the county jail for extended periods of time; and

WHEREAS, the jail is not a mental health treatment facility. Currently, almost none of these individuals receive any treatment in connection with the criminal charge and are often arrested on similar charges shortly after being released. This cycle oftentimes worsens the individual's mental illness and results in a great expenditure of resources in the court system as well as in the jail; and

WHEREAS, mental health treatment is most effective when the mental illness is identified and treated in the earliest time possible. Identifying and attempting to treat underlying mental illness is preferable to detaining defendants arrested solely for certain nonviolent misdemeanors or municipal ordinance violations when the defendant suffers from mental illness that has caused or contributes to the arrest and mental health treatment is available; and

WHEREAS, community based cooperative agreements to divert from the criminal justice system to an appropriate community mental health facility or organization are advisable because the County Court has no jurisdiction to commit incompetent defendants to the forensic State Hospital nor does the County Court have other statutory funding available to oversee treatment and competency restoration to those incompetent defendants in the community under a Conditional Release Order; and

WHEREAS, attempting to treat the underlying mental illness for defendants who have allegedly only committed certain misdemeanor or municipal offenses and do not have a significant criminal history, in lieu of detaining and prosecuting such defendants, is beneficial to the interests



and protection of society because it decreased the likelihood of repeated and possibly escalating criminal behavior by the defendant and is a cost effective alternative to incarceration. Likewise, being provided an opportunity to receive help and treatment for an underlying mental illness that has caused or contributed to alleged criminal behavior is beneficial to the defendant in that it allows the defendant an opportunity to address his or her mental health issues and possibly avoid prosecution for the charge alleged.

WHEREAS, in furtherance of the goals set forth above, the County has established a one (1) year Mental Health Pre-trial pilot program (the "Program") in cooperation with the Judiciary, Sheriff's Office and with the support of several community partners; and

WHEREAS, BBCBC entered into a contract with the Florida Department of Children and Families, attached hereto is a Certificate of Receipt as Attachment "A" for purposes of aiding community based behavioral health services in the Northwest Region of Florida. Okaloosa County's Mental Health Pre-trial Program qualifies for monetary assistance through the BBCBC in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) to be used for Shelter services and outpatient care as part of the Mental Health Pre-trial Program between January 1, 2020 and June 30, 2020; and

WHEREAS, Bridgeway is a provider of mental health assistance in Okaloosa County and has the resources available to assist the County in its Program; and

WHEREAS, pursuant to Section 18 of the Okaloosa County Purchasing Manual, the County finds it in the best interest of the community to procure the services of Bridgeway for the pilot Program through a sole source procurement. A copy of the County's sole source justification is included as Attachment "B"; and

WHEREAS, Bridgeway is an accredited and insured entity with the necessary experience to provide the desired Services; and

WHEREAS, the County wishes to enter into this tri-party Agreement with BBCBC and Bridgeway to memorialize the responsibilities of each party as it relates to the pilot Program, as further detailed below.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. Recitals and Attachments. The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

Attachment "A" – Certificate of Receipt of a copy of the Agreement between BBCBC and Fla. Dept. of Children and Families;

Attachment "B" – County's Sole Source Justification Form;

Attachment "C" – Bridgeway's Detailed Costs

Tri-party Agreement re: Mental Health Pre-Trial Program 2



Attachment "D" – Insurance Requirements; and
Attachment "E" – Title VI list of pertinent nondiscrimination acts and authorities.

2. Services. The Services to be performed are as follows:

- a. Bridgeway shall provide Shelter services and outpatient mental health Pre-trial services for the County. Bridgeway shall be available to accept up to fifteen (15) patients a day, from the County's Mental Health Pre-trial Program. Bridgeway shall provide all services for Shelter services and outpatient care including:
 - i. Behavior Health treatment;
 - ii. Meals; and
 - iii. Shelter services for patients.
- b. BBCBC shall provide monetary assistance to the program through the agreement attached as Attachment "A" and as further detailed in Section 4.
- c. In addition to providing monetary assistance as detailed in Section 4, the County shall also provide improvements to Bridgeway's facility that will be used for the Program. Improvements include painting and new carpeting and shall be completed no later than January 1, 2020. Bridgeway hereby permits the County to enter its premises and perform all necessary work to accomplish the improvements.

The Services shall be performed by Bridgeway to the full satisfaction of the County. Bridgeway agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County's needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Bridgeway agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Bridgeway will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

3. Term and Renewal. The term of this Agreement shall begin upon full execution of this Agreement for a duration ending on December 31, 2020, subject to the parties' ability to terminate in accordance with Section 6 of this Agreement. Further, BBCBC's funding obligations under this Contract shall end on June 30, 2020 as further detailed below.

This agreement may be renewed upon mutual written agreement of the parties.

4. Compensation. For the first year of the Program, BBCBC and the County agree to fund Bridgeway for services actually performed at an amount not to exceed Five Hundred Fifty-Six Thousand Four Hundred Twelve Dollars and 99 Cents (\$556,412.99), more particularly described as detailed in Attachment "C" and as follows:

- a. BBCBC shall reimburse, upon submission of supporting documentation, to the County up to the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) as designated in the 2019



legislative allocation towards the Program to be expended between January 1, 2020 and June 30, 2020.

- b. The County shall provide Three Hundred Thousand Six Four Hundred Twelve Dollars and 99 Cents (\$306,412.99) to the Program, to be used between November 6, 2019 and December 31, 2020, and after all the funds BBCBC is providing are expended for the duration of the Contract.
- c. Bridgeway shall submit an invoice to the County on a monthly basis. All payment for services rendered by Bridgeway shall be processed through the County, and BBCBC shall reimburse the County for services rendered by Bridgeway. The invoice shall indicate that all services have been completed for that invoice period. The County must submit the Invoice for reimbursement to BBCBC by the 10th of the month following month of service. In addition, Bridgeway agrees to provide the County and BBCBC with a monthly progress report, setting forth in detail all of the services rendered for the month.
- d. Further, Bridgeway must submit on a monthly basis, with the invoice, supporting documentation of any incidental funds paid that month. Documentation must be submitted in an orderly fashion for tracking and testing purposes and include copies of approvals when appropriate, receipts and/or proof of payment. (An example of "orderly fashion" would include: a listing of each incidental charged for the month in service date order with backup documentation being submitted in the same order as the incidental items included on the listing).
- e. **Payment Schedule.** Invoices received from Bridgeway pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.
- f. **Availability of Funds.** BBCBC and the County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose.

If BBCBC and/or the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with Bridgeway. Bridgeway shall not pledge BBCBC or the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Bridgeway further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

5. Insurance. Bridgeway shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "D" attached hereto and incorporated herein, to protect the County and Bridgeway against all loss, claims, damages and liabilities caused by Bridgeway, its agents, or employees.



6. Termination and Remedies for Breach.

- a. If, through any cause within its reasonable control, Bridgeway shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Bridgeway of its violation of the terms of the Agreement and grant Bridgeway twenty (20) days to cure such default. If the default remains uncured after twenty (20) days the County may terminate this Agreement, and the County shall receive a refund from the Bridgeway in an amount equal to the actual cost of a third party to cure such failure. If Bridgeway fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.
 - i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Bridgeway shall be delivered to the County and the County shall compensate the Bridgeway for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
 - ii. Notwithstanding the foregoing, the Bridgeway shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Bridgeway and the County may reasonably withhold payment to Bridgeway for the purposes of set-off until such time as the exact amount of damages due the County from the Bridgeway is determined.
- b. Termination for Convenience. Any parties may, for their convenience and without cause upon thirty (30) days written notice to the other parties the Services then remaining to be performed at any time by giving written notice. The terms of Section 6 Paragraphs a(i) and a(ii) above shall be applicable hereunder.
- c. Termination for Insolvency. BBCBC and/or County also reserves the right to terminate the remaining Services to be performed in the event the Bridgeway is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
- d. Termination for failure to adhere to the Public Records Law. Failure of the Bridgeway to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

7. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional



device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, ALL PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

8. Public Records. Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. All parties must comply with the public records laws, Florida Statute chapter 119, specifically they must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If a party transfers all public records to the public agency upon completion of the Agreement, the party shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If a party keeps and maintains public records upon completion of the contract, a party shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THERE ARE ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO EACH PARTIES' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.



9. **Audit.** The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by Bridgeway with the terms, conditions, obligations, limitations, restrictions, and requirements of this Agreement and such right shall extend for a period of three (3) years after termination of this Agreement.

10. **Notices.** All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the County:	John Hofstad County Administrator County Administrator's Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579	With a copy to: County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
If to the BBCBC:	Mike Watkins Registered Agent 525 N. MLK JR. BLVD. Tallahassee, FL 32301	
If to Bridgeway:	Bonnie Barlow, CEO 205 Shell Ave., Building A Fort Walton Beach, FL 32548	

11. **Assignment.** Bridgeway shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Bridgeway does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Bridgeway all of the obligations and responsibilities that Bridgeway has assumed toward the County.

12. **Adherence to BBCBC Agreement Requirements.** The parties agree that it shall adhere to the terms and conditions as set forth in the agreement between BBCBC and the Florida Department of Children and Families for purposes of funding the Program. The agreement is attached as Attachment "A" hereto and incorporated herein.

13. **Civil Rights.** The parties agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors



from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

14. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the parties, for itself, its assignees, and successors in interest, agrees as follows:

- a. Compliance with Regulations: The Parties will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "E".
- b. Nondiscrimination: The Parties, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Parties will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Parties for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Parties of each parties' obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- d. Information and Reports: The Parties will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Party will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of a parties' noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:
 - a. Withholding payments under the Agreement until compliance; and/or
 - b. Cancelling, terminating, or suspending the Agreement, in whole or in part.



f. **Incorporation of Provisions:** Bridgeway will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto.

15. Compliance with Laws. Bridgeway shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Bridgeway's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Bridgeway's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

16. Conflict of Interest. The parties covenant that they presently have no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. Bridgeway further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by Bridgeway. The parties guarantee that they have not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

17. Independent Contractor. The parties enter into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall any parties' employees look to the other parties as his/her employer, or as partner, agent or principal.

18. Third Party Beneficiaries. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

19. Indemnification and Waiver of Liability. Bridgeway shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless BBCBC, the County, and/or the Department of Children and Families and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to any alleged act or omission by the Bridgeway, its agents, employees, partners, or subcontractors, provided, however, that Bridgeway shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of BBCBC, the County, and/or the Department of Children and Families

Further, Bridgeway shall, without exception, indemnify and hold harmless BBCBC, the County, and/or the Department of Children and Families and its employees from any liability of any nature or kind whatsoever, including attorney's fees, costs and expenses, arising out of, relating to or involving any claim associated with any trademark, copyrighted, patented, or unpatented invention, process, trade secret or intellectual property right, information technology used or accessed by Bridgeway, or article manufactured or used by Bridgeway, its officers, agents



or subcontractors in the performance of this Agreement or delivered to BBCBC for the use of BBCBC, its employees, agents or contractors. Bridgeway may, at its option and expense, procure for BBCBC, its employees, agents or contractors, the right to continue use of, replace, or modify the product or article to render it non-infringing. If Bridgeway is not reasonably able to modify or otherwise secure BBCBC the right to continue using the product or article, Bridgeway shall remove the product and refund BBCBC the amounts paid in excess of a reasonable rental for past use. However, BBCBC shall not be liable for any royalties. Bridgeway has no liability when such claim is solely and exclusively due to BBCBC's alteration of the product or article or BBCBC's misuse or modification of the Bridgeway's products or BBCBC's operation or use of vendor's products in a manner not contemplated by this Contract. Bridgeway shall provide prompt written notification to BBCBC of any claim of copyright, patent or other infringement arising from the performance of this Contract.

Further, Bridgeway shall protect, defend, and indemnify, including attorneys' fees and costs, BBCBC, the County, and/or the Department of Children and Families for any and all claims and litigation (including litigation initiated by BBCBC or the County) arising from or relating to Bridgeway's claim that a document contains proprietary or trade secret information that is exempt from disclosure or the scope of the Bridgeway's redaction, as provided for under this Contract.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

20. Inconsistencies and Entire Agreement. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

21. Severability. If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

22. Entire Agreement. This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.



23. Representation of Authority to Sign. The individual signing this Agreement on behalf of each party represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on the party and enforceable in accordance with its terms.

(Remainder of Page Intentionally Left Blank)



IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

WITNESS:

BIG BEND COMMUNITY BASED
CARE, INC.

Michelle Hahn
Signature

BY: P. Ernst

MICHELLE HAHN
Print Name

WITNESS:

BRIDGEWAY CENTER, INC.

Renee S. Ramirez
Signature

BY: Bonnie Barlow
Bonnie Barlow, CEO

Renee S. Ramirez
Print Name

ATTEST:

OKALOOSA COUNTY, FLORIDA

J.D. Peacock II
J.D. Peacock II, Clerk of Courts

BY: Charles K. Windes, Jr.
Charles K. Windes, Jr., Chairman



Attachment "A"

Certificate of Receipt of Agreement between BBCBC and Fla. Dept. of Children and Families

We, the undersigned, have received a copy of the Agreement between Big Bend Community Based Care, Inc., and the Florida Department of Children and Families in effect this 5th day of November, 2019.

BRIDGEWAY CENTER, INC.

BY: Bonnie Barlow
Bonnie Barlow, CEO

OKALOOSA COUNTY, FLORIDA

BY: Charles K. Windes, Jr.
Charles K. Windes, Jr., Chairman





Attachment "B" County's Sole Source Justification Form



SINGLE SOURCE PURCHASE JUSTIFICATION REQUEST

A single source means that a commodity or service can be purchased from multiple sources, but, in order to meet certain functional or performance requirements (e.g. parts matching existing equipment or materials) there is only one economically feasible source for the purchase.

Date: 10/30/2019

PR No:

Requestor: Greg Kisela

Phone No: 850-651-7105

Department/Division: County Administration

Item Description: Inpatient and outpatient mental health diversion services for up to 15 patients per day, 7 days per week. Care includes medical treatment, meals and accommodation for patients.

Vendor: Bid Bend Community Based Care, Inc. and Bridgeway Center, Inc.

Vendor's Address: Bid Bend Community Based Care, 525 N. MLK Jr., Blvd, Tallahassee, FL 32301 and Bridgeway Center, 137 Hospital Dr, Fort Walton Beach, FL 32548

Vendor's Telephone No: 850-833-7500

Point of Contact: Bonnie Barlow

Single Source
Justification:
(attach additional docs if any)

Okaloosa County was appropriated \$250,000 for a mental health diversion pilot program. Florida Department of Children and Families contracts with Big Bend to administer the funds. Bridgeway Center is a provider of mental health services in Okaloosa County and has resources available.

Check One:

☐

The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation, (attach emergency condition documentation)

☐

Federal Awarding Agency or Pass Through Agency authorizes noncompetitive negotiations (letter of authorization is attached).

☐

The item is an associated capital maintenance item as defined in 49 U.S.C. §5307(a)(1) that is procured directly from the original manufacturer or supplier of the time to be replaced (price certification attached).

☒

Other, additional justification required (continue on blank page as needed)

10/30/2019

Requesting Department Director Signature (or
authorized Designee)

Date

Greg Kisela

REVIEW BY OMB AND PURCHASING

Approved: ☒

OMB and Purchasing Department Comments:

Denied: ☐

OMB Director Signature

10/30/2019

Date

Revised 9/25/2018



Attachment "C"
Bridgeway's Detailed Costs

Okaloosa County Forensic Pre-Trial Pilot Program					
Recovery Home	FTE	FTE Rate	1-15	Notes	
Shelter Manager	1	\$ 20.00	\$ 41,600.00		
Licensed Counselor	0.5	\$ 24.00	\$ 24,960.00		4 hours/day for 5 days
Diversion Counselors	6	\$ 15.00	\$ 187,200.00		8 hours/day for 7 days
			\$ 253,760.00		
Benefits and Payroll Taxes			\$ 60,902.40		24%
Total Labor Expense			\$ 314,662.40		
Food Expense			\$ 65,700.00		15 participants at \$12 per day
Lease Shell D			\$ 64,651.20		4916 sq ft at \$1.00 per ft interior and 1885 sq ft at .25 per ft secure exterior
Water			\$ 3,273.00		
Power			\$ 16,894.00		
Gas			\$ 462.00		
Telecommunications			\$ 3,156.00		Telephone, Internet, and Cable TV
Total Building Expense			\$ 88,436.20		
Office Supplies			\$ 1,200.00		
Cleaning Supplies			\$ 2,400.00		
Fuel & Vehicle Maintenance			\$ 250.00		60 trips to OCCI
U/A Tests			\$ 939.00		1 test /month /participant (4 cycles)
Total Consumables Expense			\$ 4,789.00		
Sub Total Operating Expense			\$ 473,587.60		
G&A			\$ 61,566.39		13%
Annual Operating Expense			\$ 535,153.99		
Start Up Costs			\$ 21,259.00		
1st Year Expense			\$ 556,412.99		



Attachment "D"

Insurance Requirements

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 08/01/2018

BRIDGEWAY INSURANCE

1. Bridgeway shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to Bridgeway.
6. The County reserves the right at any time to require Bridgeway to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of Bridgeway.
8. Any exclusions or provisions in the insurance maintained by Bridgeway that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. Bridgeway shall secure and maintain during the life of this Agreement Workers'



Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, Bridgeway shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Bridgeway must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage. If Bridgeway does not own vehicles, Bridgeway shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Bridgeway must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. Bridgeway shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury liability caused by Bridgeway.
2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
3. Bridgeway shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.



PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

Coverage must be afforded for Wrongful Acts, errors or omissions committed by Bridgeway or its employees in performing its professional services under this contract. Bridgeway must keep insurance in force until the third anniversary of expiration of this agreement or the third anniversary of acceptance of work by the County.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence
4. Professional Liability (E&O)	\$1,000,000 each claim

NOTICE OF CLAIMS OR LITIGATION

Bridgeway agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of Bridgeway's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day Bridgeway becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.



INDEMNIFICATION & HOLD HARMLESS

Bridgeway shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of Bridgeway and other persons employed or utilized by Bridgeway in the performance of this contract.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the project name & number and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. Bridgeway shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10 days' prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Bridgeway to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, Bridgeway shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be Bridgeway's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Tri-party Agreement re: Mental Health Pre-Trial Program 19



Any type of insurance or increase of limits of liability not described above which, Bridgeway required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by Bridgeway that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving Bridgeway of any responsibility under this contract.

Should Bridgeway engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

Bridgeway hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

Bridgeway shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.



Attachment "E"

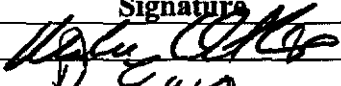

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

CERTIFICATE OF INCUMBENCY

I, Mike Watkins the undersigned Chief Executive Officer of Northwest Florida Partnership for Better Communities, corporation, hereby certifies that the officers, and/or employees, named hereon are qualified and authorized to act on behalf of the Corporation, that the signatures opposite the names and titles of said officers, and/or employees, are genuine, and the resolutions electing these officers, and/or employees, are in full force and effect. You are further authorized to recognize these signatures until you receive our written instructions to the contrary.

Name	Title	Signature
Mike Watkins	Chief Executive Officer	
Pam East	Chief Operating Officer	
Denise Myers	Board President	
Ronald Pickett	Board Vice President	
Linda Nelson	Board Secretary	
Reggie Johns	Board Treasurer	

IN WITNESS WHEREOF, I have executed this certificate on the

12TH day of FEBRUARY, 2019

By: 

Chief Executive Officer

Name: Mike Watkins



State of Florida

Board of County Commissioners

November 5, 2019

Florida Department of Children and Families/Big Bend Community Based Care, Inc.

RE: Designation of Authorizing Official

To Whom It May Concern:

We are writing to inform the Florida Department of Children and Families through Big Bend Community Based Care, Inc., of the designation of John Hofstad, County Administrator, as the Authorizing Official for the Tri-party Agreement between Okaloosa County, Florida and Big Bend Community Based Care, Inc. and Bridgeway Center, Inc. regarding Mental Health Pre-trial Program subsequent to the execution of this document.

Please accept this as our formal request based on Board Action of this day.

Sincerely,

A handwritten signature in blue ink, reading "Charles K. Windes, Jr." with a stylized flourish at the end.

Charles K. Windes, Jr.
Chairman, Board of County Commissioners