CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:	12/03/2021
Contract/Lease Control #: <u>C20-2895-COR</u>	
Procurement#:	<u>SINGLE SOURCE</u>
Contract/Lease Type:	AGREEMENT
Award To/Lessee:	BRIDGEWAY CENTER, INC.
Owner/Lessor:	<u>OKALOOSA COUNTY</u>
Effective Date:	07/01/2022
Expiration Date:	06/30/2022
Description of:	MENTAL HEALTH PRE-TRIAL PROGRAM
Department:	COR
Department Monitor:	EESMOND
Monitor's Telephone #:	<u>850-689-5960</u>
Monitor's FAX # or E-mail:	<u>EESMOND@MYOKALOOSA.COM</u>
Closed:	

Cc: BCC RECORDS

Jane Evans

From:	Parsons, Kerry <kparsons@ngn-tally.com></kparsons@ngn-tally.com>
Sent:	Wednesday, October 13, 2021 8:34 AM
To:	Jane Evans
Cc:	Craig Coffey; Faye Douglas; Lynn Hoshihara
Subject:	RE: G247 - Legal Coordination - Amendment 3 to the Triparty Agreement

As amended, this is approved for legal purposes.

Kerry A. Parsons, Esq. Nabors Giblin & Nickerson 1500 Mahan Dr. Ste. 200 Tallahassee, FL 32308

Talianassee, FL 32308 T. (850) 224-4070 Kparsons@ngn-tally.com

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From: Jane Evans <jevans@myokaloosa.com> Sent: Wednesday, October 13, 2021 9:25 AM To: Parsons, Kerry <KParsons@ngn-tally.com> Cc: Craig Coffey <ccoffey@myokaloosa.com>; Faye Douglas <fdouglas@myokaloosa.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com> Subject: RE: G247 - Legal Coordination - Amendment 3 to the Triparty Agreement

Good morning,

Kerry see the attached email from NWHN. Please approve for legal purposes the revised Amendment 3 (I think it is proper English but revise if my tense is way out of wack!).

Thank you, Jane

From: Parsons, Kerry <<u>KParsons@ngn-tally.com</u>> Sent: Tuesday, October 12, 2021 4:36 PM To: Jane Evans <<u>jevans@myokaloosa.com</u>> Cc: Craig Coffey <<u>ccoffey@myokaloosa.com</u>>; Faye Douglas <<u>fdouglas@myokaloosa.com</u>>; Lynn Hoshihara <<u>lhoshihara@myokaloosa.com</u>> Subject: RE: G247 - Legal Coordination - Amendment 3 to the Triparty Agreement

That sounds good to me. Having reviewed, the 3rd amendment is approved for legal purposes. I recommend getting the other sides blessing on the language before brining it to the BOCC. That way we do not have to bring it twice if there is a revision.

THIRD 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 Third 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, the Second Amendment executed a legislative appropriation of \$350,000 was received for the Program this State fiscal year, July 1, 2020 – June 30, 2021 and lasted past the State fiscal year, with \$28,369.48 carrying forward being used through August, 2021; and,

WHEREAS, a legislative appropriation of \$200,000 was received for the Program this State fiscal year, July 1, 2021 – June 30, 2022 and is expected to be used by that time; and,

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 July 1, 2021 and terminating on June 30, 2022, unless further renewed by the parties in writing.

Section 4. 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.

CONTRACT: C20-2895-COR BRIDGEWAY CENTER, INC. MENTAL HEALTH PRE-TRIAL PROGRAM EXPIRES: 06/30/2022

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Section 5. 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.

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(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:

Signature tanto **Print Name**

WITNESS:

Signature

Sims Jr. Print Name

NORTHWEST FLORIDA HEALTH NETWORK, INC.

BY:

OKALOOSA COUNTY, FLORIDA

BY: John Hofstad, County Administrator

BRIDGEWAY CENTER INC.

Carris Parker

BY: Bonnie R. Barlow

Signature

WITNESS:

Carrie Parker

Print Name