

AMENDMENT TO CONTRACT
Annual Requirements
Pharmacy Services for General Assistance
Lancaster County
Renewal
Kohll's Pharmacy & Homecare Inc.

This Amendment is hereby entered into by and between Kohll's Pharmacy & Homecare Inc., 12759 Q Street, Omaha, NE 68137 (hereinafter "Contractor") and Lancaster County, (hereinafter "County"), for the purpose of amending the Contract dated April 17, 2012, under County Contract No. C-12-0181, for Pharmacy Services for General Assistance, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is April 17, 2012 through April 16, 2016, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the Contract was amended by County Contract C16-0159 executed by the County Board on April 5, 2016 to renew the Contact for an additional one (1) year term from April 17, 2016 through April 16, 2017; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning April 17, 2017 through April 16, 2018; and

WHEREAS, the parties agree that the provision of the Annual Requirements for General Assistance Pharmacy Services under the Contract, as amended, shall not include pharmacy services related to the Health 360 Pilot Program established pursuant to County Contract No. C-15-0587, as amended; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed \$450,000.00 without approval by the Lancaster County Board of Commissioners; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in County Contract No. C-12-0181, and stated herein the parties agree as follows:

- 1) The parties wish to renew the Contract for an additional one (1) year term beginning April 17, 2017 through April 16, 2018.
- 2) The parties agree that the provision of the Annual Requirements for General Assistance Pharmacy Services under the Contract, as amended, shall not include pharmacy services related to the Health 360 Pilot Program established pursuant to County Contract No. C-15-0587, as amended
- 3) The expenditures for Lancaster County for the term of this renewal shall not exceed \$450,000.00 without approval by the Lancaster County Board of Commissioners.
- 4) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment upon completion of signatures on:

Vendor Signature Page

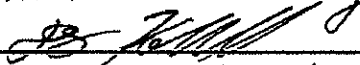
Lancaster County Signature Page

Vendor Signature Page

**AMENDMENT TO CONTRACT
Annual Requirements
Pharmacy Services for General Assistance
Lancaster County
Renewal
Kohl's Pharmacy & Homecare Inc.**

Please sign, date and return within 5 days of receipt.

Mail to: City/County Purchasing
Attn: Lori Irons
440 So. 8th St., Ste. 200
Lincoln, NE 68508
Or email to: liron@lincoln.ne.gov

Company Name:	Kohl's Pharmacy & Homecare
By: (Please Sign)	
By: (Please Print)	David Kohl
Title:	President
Company Address:	12759 Q St Omaha 68137
Company Phone & Fax:	402-973-1901 402-895-7655
E-Mail Address:	dkohl@kohls.com
Date:	3/23/17
Contact Person for: Service or Orders"	Christine Dahl
Contact Phone Number:	402-476-3341

Lancaster County Signature Page

**AMENDMENT TO CONTRACT
Annual Requirements
Pharmacy Services for General Assistance
Lancaster County
Renewal
Kohl's Pharmacy & Homecare Inc.**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/23/2017

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marcotte 9394 W Dodge Road STE 250 Omaha, NE 68114	CONTACT NAME: Jeffrey S. Kehr, CIC, AU	
	PHONE (A/C, No, Ext): (402) 970-3314 FAX (A/C, No): (402) 398-0917 E-MAIL ADDRESS: jkehr@marcotteins.com	
INSURED Kohl's Pharmacy and Homecare Inc; Essential Pharmacy Compounding; Wheelchair Vans of Kohls LLC IK, LLC; IVK, LLC; Kohls Home Modifications, LLC 12759 Q Street Omaha, NE 68137	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Benchmark Insurance	
	INSURER B : Hartford Insurance Company	10456
	INSURER C :	
	INSURER D :	
	INSURER E :	

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 INSD	SUBR 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 <input checked="" type="checkbox"/> professional GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		D1015G3441-10	05/01/2016	05/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Empl Ben. Liab \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			91UENKI2783	05/01/2016	05/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS \$			UM10155149-2	05/01/2016	05/01/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	X 91WEBY3105	05/01/2016	05/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Lincoln &/or Lancaster County &/or City of Lincoln/Lancaster County Public Building Commission are named as additional insured on a primary basis with respect to General Liability per CG2010, CG2037 and BIC3023. A waiver of subrogation in favor of the additional insured applies to the Workers Compensation.

Note: Umbrella coverage is over Auto, General Liability, Professional Liability and Employers Liability.

CERTIFICATE HOLDER

CANCELLATION

City of Lincoln &/or Lancaster County &/or City of Lincoln/Lancaster County Public Building Commission 555 South 10th Street Lincoln, NE 68508	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
City of Lincoln and Lancaster County	Work performed by named insured, only with respect to their work at location designated, per written contract.
City of Lincoln/Lancaster County Public Building Commission	Work performed by named insured, only with respect to their work at location designated, per written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Lincoln and Lancaster County	Work performed by named insured, only with respects to their work at location designated, per written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Lincoln/Lancaster County Public Building Commission	Work performed by named insured, only with respects to their work at location designated, per written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY
OWNERS, LESSEES OR CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

The following paragraph is added to **SECTION II – WHO IS AN INSURED**:

Any additional insured interest where required by written contract, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by

- a. Your acts or omission; or
- b. The acts or omissions of those acting on your behalf:

in the performance of your ongoing operations for the additional insured.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

It is agreed that the insurance provided for the benefit of the additional insureds shall be Primary and Non-Contributory, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insureds.

This endorsement in no way alters coverage or provides insurance not already afforded by this policy. Unless expressly modified herein, coverage is governed by the terms and conditions of this policy, including the insuring agreements. All the provisions and exclusions of this policy that apply to Liability Coverages also apply to this endorsement.

Additional Insured: City of Lincoln and Lancaster County

Named Insured: Kohll's Pharmacy & Homecare Inc

Policy Number: D1015 G3441-10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY
OWNERS, LESSEES OR CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

The following paragraph is added to **SECTION II – WHO IS AN INSURED**:

Any additional insured interest where required by written contract, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by

- a. Your acts or omission; or
- b. The acts or omissions of those acting on your behalf:

in the performance of your ongoing operations for the additional insured.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

It is agreed that the insurance provided for the benefit of the additional insureds shall be Primary and Non-Contributory, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insureds.

This endorsement in no way alters coverage or provides insurance not already afforded by this policy. Unless expressly modified herein, coverage is governed by the terms and conditions of this policy, including the insuring agreements. All the provisions and exclusions of this policy that apply to Liability Coverages also apply to this endorsement.

Additional Insured: City of Lincoln/Lancaster County Public Building Commission
Named Insured: Kohll's Pharmacy & Homecare Inc
Policy Number: D1015 G3441-10