

## AMENDMENT

This Amendment is entered into by and between COUNTY OF LANCASTER, NEBRASKA, a political subdivision, hereinafter referred to as “Sponsor”, and DONALD P. BELAU, Ph. D., hereinafter referred to as “Contractor”.

WHEREAS, the parties entered into an agreement executed by the County on October 25, 2016, under County Contract No. C-16-0636 (“the Agreement”), for the purpose of leading the enhancement of youth crisis response services in Lincoln; and

WHEREAS, the Sponsor agreed to and has provided funding for the Agreement from the Nebraska Commission on Law Enforcement and Criminal Justice Community-based Juvenile Services Aid State Grant #16-CB-0523; and

WHEREAS, the Sponsor desires to modify the source of funding for the Agreement in the amount not to exceed \$15,000.00 to include two Nebraska Commission on Law Enforcement and Criminal Justice Community-based Juvenile Services Aid State Grants as follows: Nebraska Commission on Law Enforcement and Criminal Justice Community-based Juvenile Services Aid State Grant #15-EB-0602 in the amount not to exceed \$2,651.28; and Nebraska Commission on Law Enforcement and Criminal Justice Community-based Juvenile Services Aid State Grant #16-CB-0523 in the amount not to exceed \$12,348.72.

NOW THEREFORE, in consideration of the mutual covenants contained in the October 25, 2016, Agreement under County Contract Number C-16-0636 and hereinafter, it is agreed by and between the parties that the following amendment to the Agreement be made:

1. Amend Paragraph 4 of the Agreement by substituting the following language:

**Compensation:** In full consideration for the Services and the Deliverables provided by the Contractor under this Agreement, the Contractor shall be compensated for providing those Services and Deliverables at the rate of \$75.00 per hour, and the County shall pay or cause to be paid to Contractor a total amount of compensation not to exceed Fifteen Thousand Dollars (\$15,000.00), as described herein, with an amount not to exceed \$2,651.28 coming from Nebraska Commission on Law Enforcement and Criminal Justice Community-based Juvenile Services Aid State Grant #15-EB-0602, and an amount not to exceed \$12,348.72 coming from Nebraska Commission on Law Enforcement and Criminal Justice Community-based Juvenile Services Aid State Grant #16-CB-0523.

Compensation is to be paid only upon submission of an invoice for reimbursement and documentation that Services and Deliverables have been provided pursuant to this Agreement. Invoices and documentation shall be submitted to the County for review prior to any payment for Services and Deliverables, and payment is subject to

final approval of the Services and Deliverables by the County. Invoices and documentation shall be submitted to County within fifteen (15) days following completion of each Phase, as described in Attachment A, and detailed herein.

The parties agree that this Agreement does not provide for compensation in the form of a retainer. The Contractor agrees that it shall not be paid until Services and Deliverables have been proved to the County as provided in this Agreement. Contractor further agrees that it will make any additional information available to the County to support any claim for Services rendered and Deliverables provided. The Contractor shall not perform Services or provide Deliverables that would obligate the County to costs that exceed the above amount of total compensation without the prior written consent of both the Director of Lincoln-Lancaster County Human Services and the Lancaster County Board of Commissioners. The County shall not be responsible for the direct payment of any insurance or fringe benefits, including but not limited to, vacation, overtime, retirement benefits, workers' compensation insurance, and unemployment insurance.

Subject to the foregoing, payment shall be made for the Services and Deliverables required by each Phase as follows:

- a. Phase 1: 10/1/16 through 12/15/16, in an amount not to exceed \$5,000.00.
- b. Phase 2: 12/16/16 through 3/15/17, in an amount not to exceed \$5,000.00.
- c. Phase 3: 3/16/17 through 6/30/17, in an amount not to exceed \$5,000.00.

In the event of termination of this Agreement prior to the completion of a Phase pursuant to Section 10 of this Agreement, Contractor shall submit a Final Invoice for Services and Deliverables provided for the period between the first day of the Phase during which termination occurred and the date of termination. In the event of termination, Contractor shall not be entitled to any compensation for work beyond the date of termination, and no reimbursement shall be made by County to Contractor for any Services or Deliverables not actually provided by Contractor to County.

All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

The Sponsor and the Contractor 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, and shall be effective upon execution by both parties.

EXECUTED by Contractor this 30 day of March, 2017.

DONALD P. BELAU, Ph.D.  
Contractor

By: Donald P. Belau Ph.D.

Donald P. Belau, Ph.D. Consultant  
Printed Name, Title

EXECUTED by Sponsor this \_\_\_ day of \_\_\_\_\_, 20\_\_.

Approved as to form this  
\_\_\_ day of \_\_\_\_\_, 20\_\_.

LANCASTER COUNTY, NEBRASKA  
A Political Subdivision, Sponsor

By: \_\_\_\_\_  
for Joe Kelly  
Lancaster County Attorney

By: \_\_\_\_\_  
Todd Wiltgen, Chair  
Lancaster County Board of Commissioners



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/18/2016

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 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).

<b>PRODUCER</b> CPH & Associates 711 S. Dearborn St. Ste 205 Chicago, IL 60605	<b>CONTACT NAME:</b> C. Philip Hodson	
	<b>PHONE (A/C, No. Ext):</b> 1.800.875.1911	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> info@cphins.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Philadelphia Indemnity Insurance Company	18058
<b>INSURED</b>  Donald Belau  8630 Lavender Circle Lincoln, NE 68505	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	
	<b>INSURER G:</b>	

**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	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <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	Y	E41729	12/30/2015	12/30/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ N/A
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$
A	Professional Liability	Y	E41729	12/30/2015	12/30/2016	Per Occurrence \$1,000,000 Aggregate \$5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Lancaster County is listed as an Additional Insured in regard to General Liability

**CERTIFICATE HOLDER****CANCELLATION**

Lancaster County 555 S 10th St Lincoln, NE 68508	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>
	<b>AUTHORIZED REPRESENTATIVE</b> C. Philip Hodson

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**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

<b>Insured Name and Mailing Address*</b> Donald Belau 8630 Lavender Circle Lincoln, NE 68505	<b>Program Administrator</b>  <b>Administered By:</b> CPH and Associates 711 S. Dearborn, Suite 205 Chicago, IL 60605 P. 312-987-9823 F. 312-987-0902 <a href="mailto:info@cphins.com">info@cphins.com</a> <b>Underwritten By:</b> Philadelphia Indemnity Insurance Company
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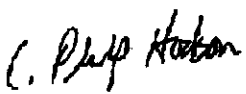
\*Additional insured locations are often requested by individual business owners who have more than one office. Your coverage is portable, meaning that you are covered at any location for practice under the occupation(s) listed on your policy.

<b>Coverage</b>		
<b>Policy #:</b> E41729	<b>Effective Date:</b> 12/30/2016	<b>Expiration Date:</b> 12/30/2017

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 BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits of Liability		Coverage Part
EACH OCCURRENCE <i>(Per individual claim)</i>	AGGREGATE <i>(Total amount per policy year)</i>	
\$1,000,000	\$3,000,000	Professional Liability
N/A	N/A	Commercial General Liability Includes: General Liability, Fire & Water Legal Liability and Personal Liability
N/A	N/A	Property Coverage
\$1,000,000	\$3,000,000	Supplemental Liability
Unlimited	Unlimited	Defense Expense Coverage
\$35,000	\$35,000	State Licensing Board Investigation Defense Coverage
\$15,000	\$15,000	Assault Coverage
\$10,000	\$35,000	Deposition Expense Benefit
\$5,000/person	\$50,000	Medical Expense Coverage
\$15,000	\$15,000	First Aid Coverage

<b>Description/Special Provisions:</b>	
<b>Certificate Holder</b> Lancaster County 555 S 10th St Lincoln, NE 68508	<b>Cancellation</b>  Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Holder has also been added to the policy as an additional insured:** [ <input checked="" type="checkbox"/> Yes/No ]  **If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).	 Authorized Representative C. Philip Hodson
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**DISCLAIMER:**The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

**THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY**

**Additional Insured Endorsement**

This endorsement modifies insurance provided under the following:

**ALLIED HEALTHCARE PROVIDERS PROFESSIONAL  
AND SUPPLEMENTAL LIABILITY POLICY**

In consideration of the premium paid, this policy is amended as follows:

**Lancaster County** is hereby added as an Additional Insured, solely for **Damages** arising out of a **Professional Incident** covered under this policy. The **Professional Incident** must arise out of services provided by the **Insured**, under contract with **Lancaster County**.

Additional Insured Name and Mailing Address:  
Lancaster County

555 S 10th St  
Lincoln, NE , 68508

**\*\*Added to the policy effective 04/06/2017, at the additional premium of \$39.00.**

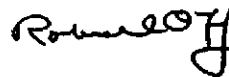
All other terms and conditions of this policy remain unchanged. This endorsement is part of your policy and takes effect on the effective date of your Policy, unless another effective date is shown below.

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Policy: E41729  
Effective on and after: 04/06/2017  
Issued to: Donald Belau  
Expiration date: 12/30/2017

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PI-PHCP-3(03/01)



By: Robert O'Leary, Authorized Representative