

AMENDMENT

THIS AMENDMENT is made and entered into by and between The Bridge Behavioral Health, hereinafter referred to as "the Contractor," and the County of Lancaster, Nebraska, hereinafter referred to as "the County." The Contractor and the County individually may be referred to as a "Party," and collectively as "Parties."

WHEREAS, the County and Contractor entered into an Agreement on or about April 7, 2015, under County Contract No. C-15-0175 ("the Contract");

WHEREAS, the Contract's original term ran from March 1, 2015, through February 28, 2017, with the option for a one-year renewal of the Contract upon mutual written agreement of the Parties;

WHEREAS, the Contract was amended by County Contract C-17-0212 executed by the County Board on March 6, 2017, to renew the contract for an additional one-year term from March 1, 2017 through February 28, 2018; and

WHEREAS, the Parties wish to renew the Contract for an additional one-year;

WHEREAS, the County has since updated its insurance requirements;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Contract, it is agreed between the Parties as follows:

- 1) Pursuant to Section 1 of the Contract, the Contract is hereby renewed for one year, from March 1, 2018, through February 28, 2019. Thereafter, the Parties may renew the Contract by the mutual written agreement of the Parties for one (1) additional one (1) year period from March 1, 2019 to February 29, 2020;
- 2) Section 12 of the Contract is hereby replaced with the following:

12) Insurance:

The Contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the County, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the County, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the County prior to execution of the Contract and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$25,000 per occurrence or as may be approved by the County as appropriate. Said insurance shall be written on an OCCURRENCE basis, and

shall be PRIMARY, with any insurance coverage maintained by the County being secondary or excess.

Certificates: The Contractor shall provide certificates of insurance and such other proof, such as endorsements, as may be acceptable to the County evidencing compliance with these requirements. The Contractor shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements or other proof and waivers described herein and below before being permitted to begin the work or project pursuant to this Contract.

General Liability Insurance: The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a PER PROJECT basis, and the Contractor shall provide an additional insured endorsement acceptable to the County. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the County, which approval shall not be unreasonably withheld.

Additional Insured: All Contractors shall provide an Additional Insured Endorsement form or other proof showing the County as additional insured for commercial general liability, auto liability and such other coverages as may be required by the County. The form or other proof shall be as is acceptable to the County Attorney.

Automobile Liability: The Contractor shall provide proof of Automobile Liability coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

Workers' Compensation Insurance: The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000 each accident or injury shall be included. The Contractor shall provide the County with an endorsement for waiver of subrogation or other proof of such waiver as may be acceptable to the County. The Contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

Cancellation Notice: All Contractors shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of

cancellation during the term of the Contract and during the period of any required continuing coverages. The Contractor shall provide, prior to expiration of the policies, certificates and endorsement forms evidencing renewal insurance coverages. The parties agree that the failure of County to object to the form of a certificate and/or additional insured endorsement or endorsement forms provided shall not constitute a waiver of this requirement.

Umbrella or Excess Liability: The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.

Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

Reservation of Rights: The County reserves the right to require a higher limit of insurance or additional coverages when the County determines that a higher limit or additional coverage is required to protect the County or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Contract.

Sovereign Immunity: Nothing contained in this clause or other clauses of this Contract shall be construed to waive the Sovereign Immunity of the County.

- 3) All other terms of the Contract not in conflict with the terms of 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.

EXECUTED this 6 day of March, 2018, by Contractor.

BY: Sammy Stevenson

TITLE: Executive Director

EXECUTED this _____ day of _____, 2018, by Lancaster County, Nebraska.

BY: THE BOARD OF COUNTY
COMMISSIONERS OF LANCASTER
COUNTY, NEBRASKA

APPROVED AS TO FORM
this ____ day of _____, 2018

Deputy County Attorney for
JOE KELLY, County Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/01/2018

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).

PRODUCER The Glienke Agency, L.L.C. 1200 Valley West Dr.; Ste 503 West Des Moines, IA 50266 Scott R. Glienke, CPCU, CIC	CONTACT NAME: Scott R. Glienke, CPCU, CIC
	PHONE (A/C, No, Ext): 515-267-8555 FAX (A/C, No): 515-222-5999
	E-MAIL ADDRESS: scott@theglienkeagency.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Philadelphia Indemnity Ins. Co	NAIC # 18058
INSURER B : Alliance of Nonprofits	10023
INSURER C : United Heartland Services, Inc	29157
INSURER D :	
INSURER E :	
INSURER F :	

INSURED **The Bridge of Nebraska Inc.
Phil Tegeler
721 K Street
Lincoln, NE 68508**

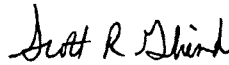
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	2017-27684 CGL/PRO	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 1,000,000
B	<input checked="" type="checkbox"/> Professional		2017-27684 CGL/PRO	07/01/2017	07/01/2018	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
B	<input checked="" type="checkbox"/> Abuse Liability		2017-27684 CGL/PRO	07/01/2017	07/01/2018	MED EXP (Any one person) \$ 20,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:					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 <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	PHPK1674979	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		2017-27684 UMB	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
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 N/A	20000017478	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

See above for Additional Insured Status

CERTIFICATE HOLDER Lancaster County Attn: Brenda Fisher 3801 West O St Lincoln, NE 68508	CANCELLATION 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 

NOTEPAD

INSURED'S NAME **The Bridge of Nebraska Inc.**

BRIDG-1
OP ID: BM

PAGE 2
Date **03/01/2018**



**ALLIANCE OF
NONPROFITS FOR
INSURANCE**

A Head for Insurance. A Heart for Nonprofits.

**ALLIANCE OF NONPROFITS FOR INSURANCE
RISK RETENTION GROUP (ANI)**

www.insurancefornonprofits.org

**POLICY CHANGE
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**


COMPANY: Alliance of Nonprofits for Insurance (27684)
 POLICY NUMBER: 2017-27684
 NAMED INSURED: Bridge Behavioral Health, Inc. (The)

POLICY CHANGE EFFECTIVE: 07/25/2017
 COVERAGE PART AFFECTED: COMMERCIAL GENERAL LIABILITY
 POLICY CHANGE#: 2

Form ANI-RRG-E64/10 12 Amended Notice of Cancellation - 30, is hereby added to the policy.

All other terms, limits and conditions remain the same.

ADDITIONAL PREMIUM:	\$0
RETURN PREMIUM:	\$0
ENDORSEMENT PREMIUM:	\$0



 AUTHORIZED SIGNATURE

08/18/2017



A Head for Insurance. A Heart for Nonprofits.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDED
NOTICE OF CANCELLATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESS AUTO COVERAGE FORM

Cancellation: 30 Days Notice of Cancellation

Person or Organization

Lancaster County

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, we will mail notice of cancellation to the person or organization shown above. We will mail such notice to the address shown at least the number of days shown for cancellation.

POLICY NUMBER: 2017-27684
Named Insured: Bridge Behavioral Health, Inc. (The)

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s):</p> <p>Lancaster County</p> <p>Per Contract with Lancaster County for referrals and funds</p>
<p>Information required to complete this Schedule, If not shown above, will be shown in the Declarations.</p>

- 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 your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

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.



**ALLIANCE OF
NONPROFITS FOR
INSURANCE**

A Head for Insurance. A Heart for Nonprofits.

**ALLIANCE OF NONPROFITS FOR INSURANCE
RISK RETENTION GROUP (ANI)**
www.insurancefornonprofits.org

POLICY CHANGE
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMPANY: Alliance of Nonprofits for Insurance (27684)
 POLICY NUMBER: 2017-27684
 NAMED INSURED: Bridge Behavioral Health, Inc. (The)
 POLICY CHANGE EFFECTIVE: 07/01/2017
 COVERAGE PART AFFECTED: COMMERCIAL GENERAL LIABILITY
 POLICY CHANGE#: 1 Page 1

The following additional insured(s) is/are hereby added to the policy:

<u>CG 20 26</u> <u>Locations - ALL</u>	
Lancaster County	\$0
3801 West O St	
Lincoln, IA 68508	
ONLY AS RESPECTS TO Per Contract with Lancaster County for referrals and funds	
	0

All other terms, limits and conditions remain the same.

ADDITIONAL PREMIUM:	\$0
RETURN PREMIUM:	\$0
ENDORSEMENT PREMIUM:	\$0

 AUTHORIZED SIGNATURE

07/25/2017

Philadelphia Indemnity Insurance Company

Additional Insured Schedule

Policy Number: PHPK1674979

Additional Insured

Lancaster County
3801 W O St
Attn: Brenda Fisher
Lincoln, NE 68528-1806

CA2048 - Commercial Automobile
RE: client referrals and funding from the county

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTICE TO SCHEDULED ADDITIONAL INSURED OR CERTIFICATE HOLDER

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PROFESSIONAL LIABILITY COVERAGE PART
- COMMERCIAL CRIME COVERAGE PART
- COMMERCIAL INLAND MARINE COVERAGE PART
- COMMERCIAL PROPERTY COVERAGE PART
- COMMERCIAL AUTOMOBILE COVERAGE PART

SCHEDULE OF ADDITIONAL INSUREDS OR CERTIFICATE HOLDERS

AI or CH	Additional Insured or Certificate Holder	Address
AI	Lancaster County	3801 W O St
	Attn: Brenda Fisher	Lincoln, NE 68508

The following is added to **A. CANCELLATION** of the Common Policy Conditions of the above applicable coverage part:

- A. In the event we cancel the policy in accordance with the policy's terms and conditions, we will endeavor to mail written notice of cancellation to Additional Insureds or Certificate Holders, shown in the above SCHEDULE within the time frame listed below. However, failure to mail such notice shall impose no obligation of any kind upon us, our agents or representatives.
 1. 30 days before the effective date of cancellation if we cancel for any reason other than for non - payment of premium.

As respects Additional Insureds, the above cancellation provision applies only when the Additional Insured shown in the above SCHEDULE is added to the policy by a separate additional insured endorsement as the **CANCELLATION NOTICE TO ADDITIONAL INSURED OR CERTIFICATE HOLDER** does not provide additional insured coverage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: The Bridge of Nebraska, Inc. DBA Th</p> <p>Endorsement Effective Date: 02/01/2018</p>

SCHEDULE

<p>Name Of Person(s) Or Organization(s): Lancaster County</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: The Bridge of Nebraska, Inc. DBA Th</p> <p>Endorsement Effective Date: 02/01/2018</p>

SCHEDULE

<p>Name Of Person(s) Or Organization(s): Lancaster County</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Contractor: Lancaster County
Address: 3801 West O Street
Lincoln, NE 68508

Job Site:
Type of Work:
Project #:
Effective: 2/15/2018

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 02/15/2018 Policy No.: 2000017478 Endorsement No.: 1
Insured: The Bridge of Nebraska, Inc. dba The Bridge Behavioral Health Premium: \$94
Insurance Company: Accident Fund General Insurance Company

Countersigned By _____

WC 00 03 13

Date Printed: 02/27/18

(Ed. 4-84)

(c) 1983 National Council on Compensation Insurance, Inc.