C-18-0186 Tracking Number: 18040070

AMENDMENT TO CONTRACT Annual Supply and Administering - Influenza Vaccine Quote No. 5618 City of Lincoln and Lancaster County Renewal Kohll's Pharmacy & Homecare

This Amendment is hereby entered into by and between Kohll's Pharmacy & Homecare, 5000 Dodge Street, Omaha, NE 68132 (hereinafter "Contractor") and the City of Lincoln and Lancaster County (hereinafter "Owners"), for the purpose of amending the Contract dated May 24, 2017 executed under City Directorial Order No. 17157, and County Contract C-17-0374, dated May 30, 2017 for Annual Supply and Administering - Influenza Vaccine, Quote No. 5618, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is May 30, 2017 through May 29, 2018, with the option to renew for three (3) additional one (1) year terms upon written mutual consent by all parties; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning May 30, 2018 through May 29, 2019; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed \$23,650.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed \$11,800.00 without approval by the Lancaster County Board; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Directorial Order No. 17157, and County Contract C-17-0374, all amendments thereto, and as stated herein, the parties agree as follows:

- 1) The parties hereby renew the Contracts for an additional one (1) year term beginning May 30, 2018 through May 29, 2019.
- 2) The expenditures for the City of Lincoln for the term of this renewal shall not exceed \$23,650.00 without approval by the City of Lincoln.
- The expenditures for Lancaster County for the term of this renewal shall not exceed \$11,800.00 without approval by the Lancaster County Board.
- 4) All other terms of the Contract, not in conflict with this Amendment, shall remain in 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 City of Lincoln Signature Page Lancaster County Signature Page

Tracking Number: 18040070

Vendor Signature Page

AMENDMENT TO CONTRACT
Annual Supply and Administering - Influenza Vaccine
Quote No. 5618
City of Lincoln and Lancaster County
Renewal
Kohll's Pharmacy & Homecare

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

Mail to: City/County Purchasing
Attn: Brianne Crooks
440 So. 8th St., Ste. 200
Lincoln, NE 68508

Or email to: bcrooks@lincoln.ne.gov

Company Name:	Kohll's Pharmary & Home Care
By: (Please Sign)	Lu Quela (Jenkius)
By: (Please Print)	La Quela Senkins
Title;	Corporate Wellness Coordinator
Company Address:	12741 Q St. Omaha N€ 408137
Company Phone & Fax:	Dhone 402-937-19310 fax 402-408-1331
E-Mail Address:	Henkins @ Kohlls. Com
Date:	April 12, 2018
Contact Person for Orders or Service	La Quela Jeakins
Contact Phone Number:	402-937-1936 or 402-300-6505

Tracking Number: 18040070

City of Lincoln Signature Page

AMENDMENT TO CONTRACT Annual Supply and Administering - Influenza Vaccine Quote No. 5618 City of Lincoln and Lancaster County Renewal Kohll's Pharmacy & Homecare

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:	
City Clerk	
	CITY OF LINCOLN, NEBRASKA
	Human Resources Director
	Approved by Directorial Order No
	dated

Tracking Number: 18040070

Lancaster County Signature Page

AMENDMENT TO CONTRACT
Annual Supply and Administering - Influenza Vaccine
Quote No. 5618
City of Lincoln and Lancaster County
Renewal
Kohll's Pharmacy & Homecare

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:	The Board of County Commissioners of Lancaster, Nebraska
Deputy Lancaster County Attorney	
	dated

KOHLPHA-01

JKEHR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/15/2017

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 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).

COVERA		CERTIFICATE NUMBER:	INSURER F:				
	Omaha, NE 68137						
(1	12759 Q Street	·	INSURER E :				
	IIK, LLC; IVK, LLC		INSURER D:				
	Compounding		INSURER C:				
	Kohll's Pharmacy ar	nd Homecare Inc; Essential Pharmacy	INSURER B: Hartford Insurance Company		10456		
					40450		
			INSURER A : Benchmark Insurance				
Marcotte 9394 W Dodge Rd Ste 250 Omaha, NE 68114		INSURER(S) AFFORDING COVERA	NAIC #				
		E-MAIL ADDRESS: jkehr@marcotteins.com					
		PHONE (A/C, No, Ext): (402) 970-3314	398-0917				
PRODUCER			CONTACT Jeffrey S. Kehr, CIC, AU				

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,

		ISIONS AND CONDITIONS OF SUCH								
INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
Α	Х	COMMERCIAL GENERAL LIABILITY				,	,,	EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE X OCCUR	Х		D1016G3441-11	05/01/2017	05/01/2018	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
	X	professional						MED EXP (Any one person)	\$	5,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	3,000,000
	Х	POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	\$	3,000,000
		OTHER:							\$	
В	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X	ANY AUTO			91UENKI2783	05/01/2017	05/01/2018	BODILY INJURY (Per person)	\$	
		OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$	
	X	HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
									\$	
Α		UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	4,000,000
	X	EXCESS LIAB CLAIMS-MADE			UM10165149-3	05/01/2017	05/01/2018	AGGREGATE	\$	4,000,000
		DED RETENTION \$							\$	
В	WOR	KERS COMPENSATION EMPLOYERS' LIABILITY						X PER OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE		N/A	X	χ 91WEBY3105 05/01/2017 05/01/2018 _{E.}		E.L. EACH ACCIDENT	\$	1,000,000	
	(Man	datory in NH)	N/A					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below						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 and Lancaster County and City of Lincoln/Lancaster County Public Building Commission are named as additional insured on a primary basis with respect to General Liability per BIC3023 and CG2037. 30 Day Notice of Cancellation applies in favor of the certificate holder. A Waiver of Subrogation applies in favor of the City of Lincoln and Lancasater County and City of Lincoln/Lancaster County Public Building Commission for the Work Comp.

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

CERTIFICATE HOLDER	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.
City of Lincoln and Lancaster County City of Lincoln/Lancaster County Public Building 555 South 10th Street Lincoln, NE 68508	Commission AUTHORIZED REPRESENTATIVE

CANCELL ATION

CEDTICICATE UOI DED

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
Information required to complete this Schedule, if not she	own 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 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
- 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:

- Your acts or omissions; or
- 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: D1016 G3441-11

BIC 3023 (04/08) Page 1 of 1

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

- 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: D1016 G3441-11

BIC 3023 (04/08) Page 1 of 1



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 91 WE BY3105 Endorsement Number: 01

Effective Date: 05/01/17 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: KOHLLS PHARMACY & HOMECARE INC

12759 Q ST OMAHA, NE 68137

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

SCHEDULE

STATE OF NEBRASKA
DEPT OF CORRECTIONAL SERVICES
PURCHASING DIVISION
FOLSOM & W PROSPECTOR PL
BLDG 1
LINCOLN NE 68522

CITY OF LINCOLN AND/OR LANCASTER COUNTY AND/OR LANCASTER COUNTY PUBLIC BUILDING COMMISSION 555 S. 10TH ST. LINCOLN, NE 68508

Countersigned by	
	Authorized Representative

Policy Expiration Date: 05/01/18