

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

This Amendment is hereby entered into by and between Kohl'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.
- 3) 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

Vendor Signature Page

AMENDMENT TO CONTRACT  
Annual Supply and Administering - Influenza Vaccine  
Quote No. 5618  
City of Lincoln and Lancaster County  
Renewal  
Kohl'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:	Kohl's Pharmacy & Homecare
By: (Please Sign)	LaQuela Jenkins
By: (Please Print)	LaQuela Jenkins
Title:	Corporate Wellness Coordinator
Company Address:	12741 Q St. Omaha NE 68137
Company Phone & Fax:	phone 402-937-1936 fax 402-408-1331
E-Mail Address:	l.jenkins@kohls.com
Date:	April 12, 2018
Contact Person for Orders or Service	LaQuela Jenkins
Contact Phone Number:	402-937-1936 or 402-300-6505

**City of Lincoln Signature Page**

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**AMENDMENT TO CONTRACT  
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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 \_\_\_\_\_

**Lancaster County Signature Page**

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**AMENDMENT TO CONTRACT  
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Quote No. 5618  
City of Lincoln and Lancaster County  
Renewal  
Kohl'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 \_\_\_\_\_



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 BELOW.

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.

Table with PRODUCER (Marcotte) and INSURED (Kohl's Pharmacy) information, and CONTACT (Jeffrey S. Kehr) details.

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.

Main table listing insurance coverages: COMMERCIAL GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIAB, and WORKERS COMPENSATION AND EMPLOYERS' LIABILITY.

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...

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

CERTIFICATE HOLDER and CANCELLATION sections. Certificate holder: City of Lincoln and Lancaster County. Cancellation: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF...

**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**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>

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  
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: Kohl's Pharmacy & Homecare Inc

Policy Number: D1016 G3441-11

**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: Kohl's Pharmacy & Homecare Inc

Policy Number: D1016 G3441-11





**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