

AMENDMENT

THIS AMENDMENT to the Agreement (the AAmendment@) is made by the City of Lincoln, Nebraska, (the "City"), Lincoln Electric System, an administrative subdivision of the City ("LES"), and Saint Elizabeth Health System ("Contractor"), a Nebraska nonprofit corporation, and its subsidiaries, Saint Elizabeth Regional Medical Center ("Hospital"), Saint Elizabeth Company Care ("Company Care") and Linc Care, a joint venture of Saint Elizabeth Physician Network and Saint Elizabeth Health Services ("Linc Care"), individually a "Party," and collectively the "Parties". Saint Elizabeth Company Care ("Company Care") is a division of Linc Care.

WHEREAS, the City and LES administer their worker's compensation claims through the Risk Management Division of the City; and

WHEREAS, the City and LES have engaged Contractor to obtain needed treatment of employee worker's compensation injuries and miscellaneous medical and other services; and

WHEREAS, Contractor and its subsidiary organizations or divisions, Hospital, Company Care, and Linc Care are able to provide the services desired by City; and

WHEREAS, to fully document the Parties' Agreement, the Parties desire to amend their Agreement as follows:

In consideration of their respective rights and obligations in the Agreement and to fully document the Parties' Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties desire to amend the Agreement as follows:

1. After section 22 of the Agreement, the following new sections are inserted:
 23. Acknowledgment Regarding Services. The Parties acknowledge that Contractor provides services consistent with the *Ethical and Religious Directives for Catholic Health Care Services*, as amended from time to time.
 24. Time of the Essence. The Parties agree that time is of the essence throughout the term of this Agreement and any extension or renewal thereof, and of every provision hereof in which time is an element. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts.
 25. No Joint Venture. It is expressly agreed and understood by the Parties that neither Party is an agent, partner, or joint venturer with or of the other.

26. General Interpretation; Ambiguities. The terms of this Agreement have been negotiated by the Parties. The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the Party causing such instrument or any portion thereof to be drafted, or in favor of the Party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person.

27. Statutes and Regulations. Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include, and be a reference to any successor statute, regulation ruling, or administrative order or decree.

2. The Parties ratify and affirm all other provisions of the Agreement except as may be inconsistent with the terms of this Amendment.

IN WITNESS WHEREOF, the Parties have signed this Amendment to be effective as of the Effective Date of the Agreement.

CITY OF LINCOLN, NEBRASKA and
CITY OF LINCOLN, DBA LINCOLN
ELECTRIC SYSTEM

SAINT ELIZABETH HEALTH SYSTEM,
SAINT ELIZABETH REGIONAL
MEDICAL CENTER,
SAINT ELIZABETH COMPANY CARE,
LINC CARE, A JOINT VENTURE OF
SAINT ELIZABETH PHYSICIAN
NETWORK, and SAINT ELIZABETH
HEALTH SERVICES

By: _____
Coleen Seng, Mayor
Address: County-City Building
555 South 10th St.
Lincoln, NE 68508

By:  _____
Robert J. Lanik, President
Copy to:

James Weems, Executive Director
Company Care/Linc Care
Saint Elizabeth Physician Network
Address: 5930 S. 57th St., Ste D
Lincoln, NE 68516

Approved as to form this

_____ day of _____, 2006

City Attorney

AGREEMENT

This Agreement ("Agreement") is entered into this _____ day of _____ 2006, by and among the City of Lincoln, Nebraska, (the "City"), Lincoln Electric System, an administrative subdivision of the City ("LES"), and Saint Elizabeth Health System ("Contractor"), a Nebraska nonprofit corporation, and its subsidiaries, Saint Elizabeth Regional Medical Center ("Hospital"), Saint Elizabeth Company Care ("Company Care") and Linc Care, a joint venture of Saint Elizabeth Physician Network and Saint Elizabeth Health Services ("Linc Care"), individually a "Party," and collectively the "Parties". Saint Elizabeth Company Care ("Company Care") is a division of Linc Care.

WHEREAS, the City and LES have approximately 2450 employees (the "City employees") and are self-insured for worker's compensation purposes; and

WHEREAS, the City and LES administer their worker's compensation claims through the Risk Management Division of the City; and

WHEREAS, the City and LES desire to engage Contractor to obtain needed treatment of employee worker's compensation injuries and miscellaneous medical and other services; and

WHEREAS, Contractor and its subsidiary organizations or divisions, Hospital, Company Care, and Linc Care are able to provide the services desired by City.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. Term, Termination, and Renewal. This Agreement shall be for an initial term of three (3) years and may be renewed for a total of two (2) additional one (1) year terms with the Parties' mutual consent. Notwithstanding any provision herein to the contrary, either Party may terminate this Agreement at any time without cause upon sixty (60) days' prior written notice to the other Party.
2. Contractor Services. Contractor shall, during the term of this Agreement and as a continuing condition to City's obligations hereunder, provide the following services as requested to the City for the treatment of worker's compensation injuries of City employees and to provide miscellaneous occupational health services to City employees by appropriately State licensed, certified or credentialed personnel under the medical direction of a physician duly licensed in the State of Nebraska:
 - 2.1 Injury Care Clinic services shall be provided on a walk-in basis at the Company Care location without the necessity of prior appointments for on-the-job sprains, strains, eye injuries, minor burns, and lacerations needing stitches. Laboratory and x-ray services are located at the Injury Care Clinic. After-clinic hours care may be referred to Contractor's Linc Care locations or to the Hospital's emergency room as appropriate. A Return to Work form will be completed and promptly transmitted by fax to the City's designated contact to indicate the diagnosis, treatment, any needed medications, home-care instructions, and work restrictions, if any;
 - 2.2 Physical Therapy services and Occupational Therapy services as needed under the direction of a licensed physical therapist and licensed occupational therapist;
 - 2.3 Safety related examinations and training including Respirator Certifications, audiometric testing, lead level testing, carbon monoxide testing and various chemical testing;
 - 2.4 Back Safety training;
 - 2.5 Bloodborne pathogen training;

- 2.6 Workplace job safety analysis;
- 2.7 Review of workplace ergonomics;
- 2.8 Employee wellness presentations;
- 2.9 Fitness for duty examinations, long term disability examinations, and other medical examinations as deemed necessary.

3. Location and Hours for Services. Contractor's services shall be provided at the locations listed in Exhibit "A".
4. Employee Intake Following Injury. Injured employees will initially be referred to Contractor and to the appropriate Contractor location for care by the employee's supervisor through a phone call, use of an authorization form, or by the City's Risk Management representative directly. Although the City will encourage its employees to use Contractor's services for the treatment of work-related injuries, employees are permitted by Nebraska law to choose their own health care provider for such injuries. No treatment shall be initiated by Contractor without an order from the treating physician.
5. Non-Work-Related Injuries. Contractor agrees to promptly report to the Risk Management Division all instances in which the injury presented by an employee appears to not be work-related. The Risk Management Division shall be responsible for investigating the matter and issuing a notification of noncoverage to Contractor if appropriate. Contractor shall continue to provide appropriate care to the employee at the City's expense until the notice of noncoverage is received. Following notice of noncoverage, the employee will be given the option of continuing to receive care from Contractor at employee's expense or under the employee's health insurance as applicable.
6. Reports to City. Following examination and/or treatment of employees referred to Contractor hereunder, Contractor agrees to prepare and promptly transmit to City's Risk Management Division by fax and U.S. Mail reports concerning the examination, treatment, or care of such employees using Contractor's standard report formats and forms. To the extent any additional documentation or reports other than Contractor's standard reports formats and forms are required by the City, the additional documentation or reports shall be subject to added charges as set forth in Exhibit "B".
7. Treatment Preapprovals. Any questions regarding an injury, a procedure, requests for preapprovals for further treatment, or follow-up by a specialist shall be directed to the Risk Management Division. Every possible effort will be made by Contractor to consult with the Risk Management Division before further treatment and follow-up care by a specialist is started. However, the Parties agree that urgent or emergency care may begin without the Risk Management Division's prior approval where the life or health of the employee is at risk if treatment is not commenced immediately.
8. Indemnification and Hold Harmless. Contractor agrees to protect, defend, indemnify and hold harmless the City of Lincoln and LES, their agents, directors, officers, employees, volunteers, and elected officials and to hold them free and harmless against any and all causes of action of every kind and character, claims, liability, expenses, losses, costs, including reasonable attorneys' fees, fines and damages, arising directly or indirectly, or out of an actual or alleged injury to a person or to property as a result of the negligent or intentional act or omission of Contractor, its subsidiaries, and Contractor and its subsidiaries' respective employees, volunteers, or agents providing the services hereunder, in connection with Contractor's obligations under this Agreement, except to the extent any such loss, damage, costs and expenses were caused by the negligent or intentional act or omission of the City, its elected officials or of LES, or the City's or LES's respective officers, employees, volunteers, or agents.

9. Required Insurance Coverages and Certificates of Coverage. Contractor agrees at minimum to maintain during the term hereof and to provide to City proof of the following insurance coverages: (A) worker's compensation coverage pursuant to statutory limits, with employer's liability coverage of \$500,000, and (b) comprehensive general liability and medical malpractice coverage with limits of \$1,000,000, combined single limit with applicable property insurance in effect. Contractor agrees to have listed as additional insureds the City and LES for all of the foregoing insurance coverages with the exception of the Medical Malpractice coverage.
10. Charges for Services and Payment. Unless amended as provided here, Contractor's services shall be provided according to the fee schedule set forth in Exhibit "B". Contractor shall bill the City for its services provided hereunder on an occurrence basis unless otherwise agreed in writing by the Parties using the Standard Health Insurance Claim form (HCFA 1500, UB92, or other agreed upon form depending upon the type of services). Charges incurred in the Hospital's Emergency Department will be billed by the Hospital separately according to the Hospital's charge schedule. Payment is to be received within thirty (30) days or receipt of a clean claim. Failure to make payment within this time period will cause the discount to be forfeited.
11. Notices. Any notice, demand, or communication required or desired to be given shall be deemed effectively given when personally delivered, faxed, or mailed by prepaid, registered, or certified mail, return receipt requested, addressed to the Parties at the address stated below their respective representative's signature, and to the attention of such other persons(s) or officer(s) either Party may designate by written notice given as stated in this section. Notices delivered personally shall be deemed received upon actual receipt, mailed notices shall be deemed received two (2) days after mailing.
12. Independent Contractors. The Parties intend that Contractor, its subsidiaries, and the City are independent contractors of each other. Both Parties understand that the City does not agree to use the services of the Contractor exclusively, nor does the City guarantee any amount of work.
13. Medical Information Confidentiality and HIPAA Compliance. Medical records for services provided hereunder shall be maintained consistent with all applicable laws governing their confidentiality. Access to such records shall be subject to the individual patient's consent or the Nebraska Worker's Compensation Act as applicable. Notwithstanding any other provision of this Agreement to the contrary, the Parties agree that the services to be provided hereunder shall comply with all applicable rules, regulations, and accreditation standards or requirements of the Health Insurance portability and Accountability Act of 1996 ("HIPAA"), including the requirements set forth in 45 CFR S 164.504(e)(1) and (e)(2) as published in 65 Fed. Reg 82808 (Dec. 28, 2000) and as amended from time to time to the extent they may apply to the Parties hereto.
14. Entire Agreement. This Agreement including all exhibits hereto between the Parties is their entire agreement concerning the subject matter hereof and supersedes all other prior agreements or understandings between the Parties concerning its subject matter. This Agreement shall not be amended except upon the express written agreement of the Parties.
15. Assignment. This Agreement shall not be assigned, transferred, or delegated by Contractor except to its subsidiary organizations for purposes of carrying out Contractor's obligation's herein.
16. Third-Party Beneficiaries. Except as otherwise provided herein, it is the mutual intention of the parties that this Agreement is a personal agreement for their exclusive benefit, does not confer any rights upon any person not a party to this Agreement, and no individual or entity shall be construed or considered to be a third-party beneficiary of this Agreement.
17. Severability. If an portion of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless to do so would substantially destroy the fundamental purposes of this Agreement, except as otherwise provided herein.

18. Waiver. Any waiver by one Party of a breach of any provision of this Agreement by the other shall not operate as, or be construed as, a waiver of any subsequent breach thereof, and the obligations of such Party with respect thereto shall continue in full force and effect.
19. Governing Laws. This Agreement shall be interpreted, construed and governed according to the laws of the State of Nebraska.
20. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe any provision hereunder.
21. Counterparts. This Agreement may be executed in two or more counterparts, all of which shall, in the aggregate, be considered one and the same instrument.
22. Authority. Any entity signing this Agreement on behalf of any other entity hereby represents and warrants in its individual capacity that it has full authority to do so on behalf of the other entity. Any individual signing this Agreement on behalf of an entity or entities hereby represents and warrants in his individual capacity that he has full authority to do so on behalf of each such entity.

IN WITNESS WHEREOF, the Parties have excuted this Agreement as of the day and year first written above.

CONTRACTOR

CITY OF LINCOLN, NEBRASKA and
CITY OF LINCOLN, DBA LINCOLN ELECTRIC
SYSTEM

SAINT ELIZABETH HEALTH SYSTEM,
SAINT ELIZABETH REGIONAL MEDICAL CENTER,
SAINT ELIZABETH COMPANY CARE,
LINC CARE, A JOINT VENTURE OF
SAINT ELIZABETH PHYSICIAN NETWORK,
and SAINT ELIZABETH HEALTH SERVICES

By: _____
Coleen Seng, Mayor

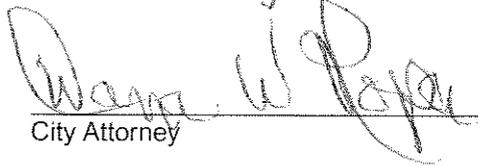
Address: County-City Building
555 South 10th St.
Lincoln, NE 68508

By:  _____

~~James Weems, Executive Director~~ Robert Lanik, President
Company Care/Linc Care
Saint Elizabeth Physician Network

Address 5930 S. 57th St., Ste D
Lincoln, NE 68516

Approved as to form this
^{33rd} day of August, 2006



City Attorney

EXHIBIT "A"

Location and Hours for Services

Saint Elizabeth Company Care

1000 West "O" Street

Lincoln, NE 68528

Hours:

Mon. - Fri. - 7 a.m. to 5 p.m.

Phone: 475-6656

Fax: 475-6682

Website: SaintElizabethCompanyCareOnline.com

Saint Elizabeth PT/OT West

1000 West "O" Street

Lincoln, NE 68528

Hours:

Mon. - Fri. - 7 a.m. to 6 p.m.

Phone: 475-6656

Fax: 475-6685

Saint Elizabeth Physical Therapy-Southwest

1230 Aires Dr., Ste. D

Lincoln, NE 68512

Hours:

Monday, Wednesday & Friday - 7 a.m. to 5 p.m.

Tuesday, Thursday - 9 a.m. to 6 p.m.

Phone: 402-434-5895

Fax: 402-434-5899

Linc Care - North

5000 N. 26th St.

Lincoln, NE 68521

Hours:

Mon. - Sat. - 9 a.m. to 10 p.m.

Sun. - 12 p.m. to 10 p.m.

Phone: 435-2060

Fax: 435-2046

Linc Care - South

3910 Village Drive

Lincoln, NE 68516

Hours:

Mon. - Sat. - 9 a.m. to 10 p.m.

Sun. - 12 p.m. to 10 p.m.

Phone: 435-7383

Fax: 434-7382

Saint Elizabeth Regional Medical Center

555 South 70th Street

Lincoln, NE 68510

Hours:

24 hours per day/7 days a week

Phone: 219-8000

Website: SaintElizabethOnline.com

Saint Elizabeth Physical & Occupational Therapy Departments

555 South 70th Street

Lincoln, NE 68510

Hours:

Mon. - Thurs. - 7 a.m. to 6 p.m.

Fri. - 7 a.m. to 5 p.m.

Phone: 219-7498

Fax: 219-7327

Saint Elizabeth Emergency Department

555 South 70th Street

Lincoln, NE 68510

Hours:

24 hours per day/7 days a week

Phone: 219-7142

Fax: 219-8961

EXHIBIT "B"

Fees for Services

1. Injury Care Clinic Company Care/Linc Care	Current charges or a 7% discount off the workers' compensation fee schedule in effect at the time of service, whichever is lower as required by law (physical therapy and occupational therapy services provided at the Company Care site will be discounted 5% from the workers' compensation fee schedule in effect at the time of service.)
2. Hospital Emergency Department Services/Hospital Outpatient Services	3% discount from the workers' compensation fee schedule in effect at the time of service
3. Inpatient Hospital Services	20% discount from Hospital's normal billed charges
4. Occupational Health Services (Non-Worker's Compensation services excluding those already covered in response to RFP 06-075 for Employee Medical Exams)	If utilization of Occupational Health Services meets or exceeds \$20,000 in a given calendar year, a 5% discount will apply to all subsequent occupational health services charges for that year. The \$20,000 threshold shall be applied on a calendar year basis.

CERTIFICATE OF INSURANCE

PRODUCER:
 Preferred Professional Insurance Company
 P. O. Box 540658
 Omaha, NE 68154-0658

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.

COMPANIES AFFORDING COVERAGE

INSURED:
 St. Elizabeth Regional Medical Center
 555 South 70th Street
 Lincoln, NE 68510

COMPANY
 A PREFERRED PROFESSIONAL INSURANCE COMPANY

COMPANY
 B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES 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.

CO LIR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	<input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMM. GENERAL LIABILITY <input type="checkbox"/> OCCURRENCE COVERAGE <input type="checkbox"/> OWNERS & CONTRACTORS PROTECTION <input type="checkbox"/> CLAIMS MADE				GENERAL AGGREGATE PRODUCTS COMP/OP AGG PERSONAL AND ADV INJURY EACH OCCURRENCE FIRE DAMAGE (ANY ONE FIRE) MED EXPENSE (ANY ONE PERSON)	
A	<input type="checkbox"/> PROFESSIONAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE RETRO DATE 07/01/2002 <input type="checkbox"/> OCCURRENCE	CHP0019477	07/01/2005	07/01/2006	\$500,000 EACH MEDICAL INCIDENT \$3,000,000 ANNUAL AGGREGATE	

All operations necessary and incidental to a health care facility. Hospital has qualified under the Nebraska Medical Professional Liability Catastrophe Act.

ENDORSEMENTS

St. Elizabeth Regional Medical Center
 555 South 70th Street
 Lincoln, NE 68510

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 James McCoy, Vice President, Insurance Operations Div.

FIRST INITIATIVES INSURANCE, LTD
 720 West Bay Road, P.O. Box 69GT
 2nd Floor, Buckingham Square
 George Town, Grand Cayman BWI
 (345) 945-2888, Fax (345) 945-2889

THIS IS TO CERTIFY TO

DATE OF CERTIFICATE ISSUANCE:

NAME AND ADDRESS OF CERTIFICATE HOLDER:

July 1, 2005

ORIGINAL DATE OF ISSUANCE

August 31, 1998

ST. ELIZABETH REGIONAL MEDICAL CENTER
 ATTN: BONNIE TRAUSCH
 555 SOUTH 70TH STREET
 LINCOLN, NE 68510

CERTIFICATE OF SELF-INSURANCE

That the described self-insurance coverages as provided by the indicated policy and issued by the company has been issued to:

Named

Insured: ST. ELIZABETH REGIONAL MEDICAL CENTER

Address: 555 SOUTH 70TH STREET
 LINCOLN, NE 68510

The Policy identified below by a policy number is in force on the date of Certificate issuance. Self-Insurance is afforded only with respect to those coverages for which a specific limit of liability has been entered and is subject to all the terms of the Policy having reference thereto. This Certificate of Self-Insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded under any policy identified herein.

POLICY NUMBER	POLICY PERIOD
FIPR00705	EFF. 07/01/05 EXP. 07/01/06

TYPE OF SELF-INSURANCE DESIGNATED BELOW	COVERAGES	LIMITS OF LIABILITY
COMMERCIAL GENERAL LIABILITY	BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY LIABILITY & MISCELLANEOUS PROFESSIONAL LIABILITY	\$8,000,000 Each claim
HOSPITAL PROFESSIONAL LIABILITY	AS DESCRIBED	\$8,000,000 Each claim

Claims made coverage. Policy retroactive date is: July 1, 2002

SPECIAL CONDITIONS/OTHER COVERAGES

ID NUMBER: 2611A

EVIDENCE OF COVERAGE AS RESPECT TO SAINT ELIZABETH PHYSICIAN NETWORK.

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.



Requested By

Authorized Representative

FIRST INITIATIVES INSURANCE, LTD
 720 West Bay Road, P.O. Box 69GT
 2nd Floor, Buckingham Square
 George Town, Grand Cayman BWI
 (345) 945-2888, Fax (345) 945-2889

THIS IS TO CERTIFY TO

DATE OF CERTIFICATE ISSUANCE:

NAME AND ADDRESS OF CERTIFICATE HOLDER:

July 1, 2005

ORIGINAL DATE OF ISSUANCE

February 16, 2005

SAINT ELIZABETH PHYSICIAN NETWORK
 ATTN: SHERRY THAVENET
 5930 SOUTH 57TH STREET, SUITE D
 LINCOLN, NE 68510

CERTIFICATE OF SELF-INSURANCE

That the described self-insurance coverages as provided by the indicated policy and issued by the company has been issued to:

Named

Insured: SAINT ELIZABETH PHYSICIAN NETWORK

Address: 5930 SOUTH 57TH STREET, SUITE D
 LINCOLN, NE 68510

The Policy identified below by a policy number is in force on the date of Certificate issuance. Self-insurance is afforded only with respect to those coverages for which a specific limit of liability has been entered and is subject to all the terms of the Policy having reference thereto. This Certificate of Self-Insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded under any policy identified herein.

POLICY NUMBER	POLICY PERIOD
FIPR00705	EFF. 07/01/05 EXP. 07/01/06

TYPE OF SELF-INSURANCE DESIGNATED BELOW	COVERAGES	LIMITS OF LIABILITY
COMMERCIAL GENERAL LIABILITY	BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY LIABILITY & MISCELLANEOUS PROFESSIONAL LIABILITY	\$8,000,000 Each claim
HOSPITAL PROFESSIONAL LIABILITY	AS DESCRIBED	\$8,000,000 Each claim

Claims made coverage. Policy retroactive date is: July 1, 2002

SPECIAL CONDITIONS/OTHER COVERAGES

ID NUMBER: 2611F

EVIDENCE OF COVERAGE FOR CONNIE ANDERSON, PA-C, WHILE WORKING ON BEHALF OF SAINT ELIZABETH PHYSICIAN NETWORK.

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

Requested By

Authorized Representative

FIRST INITIATIVES INSURANCE, LTD
 720 West Bay Road, P.O. Box 69GT
 2nd Floor, Buckingham Square
 George Town, Grand Cayman BWI
 (345) 945-2888, Fax (345) 945-2889

THIS IS TO CERTIFY TO

DATE OF CERTIFICATE ISSUANCE:

July 1, 2005

NAME AND ADDRESS OF CERTIFICATE HOLDER:

ORIGINAL DATE OF ISSUANCE

February 16, 2005

SAINT ELIZABETH PHYSICIAN NETWORK
 ATTN: SHERRY THAVENET
 5930 SOUTH 57TH STREET, SUITE D
 LINCOLN, NE 68510

CERTIFICATE OF SELF-INSURANCE

That the described self-insurance coverages as provided by the indicated policy and issued by the company has been issued to:

Named

Insured: SAINT ELIZABETH PHYSICIAN NETWORK

Address: 5930 SOUTH 57TH STREET, SUITE D
 LINCOLN, NE 68510

The Policy identified below by a policy number is in force on the date of Certificate issuance. Self-Insurance is afforded only with respect to those coverages for which a specific limit of liability has been entered and is subject to all the terms of the Policy having reference thereto. This Certificate of Self-Insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded under any policy identified herein.

POLICY NUMBER	POLICY PERIOD
FIPR00705	EFF. 07/01/05 EXP. 07/01/06

TYPE OF SELF-INSURANCE DESIGNATED BELOW	COVERAGES	LIMITS OF LIABILITY
COMMERCIAL GENERAL LIABILITY	BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY LIABILITY & MISCELLANEOUS PROFESSIONAL LIABILITY	\$8,000,000 Each claim
HOSPITAL PROFESSIONAL LIABILITY	AS DESCRIBED	\$8,000,000 Each claim

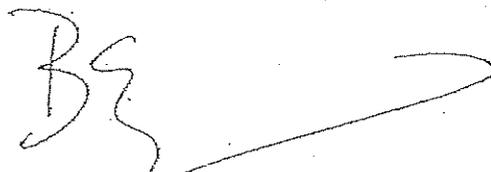
Claims made coverage. Policy retroactive date is: July 1, 2002

SPECIAL CONDITIONS/OTHER COVERAGES

ID NUMBER: 2611F

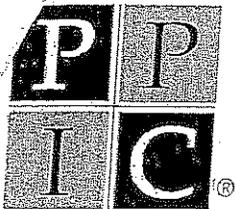
EVIDENCE OF COVERAGE FOR CONNIE ANDERSON, PA-C, WHILE WORKING ON BEHALF OF SAINT ELIZABETH PHYSICIAN NETWORK.

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.



Requested By

Authorized Representative



*The link between
coverage and caring®*

11605 Miracle Hills Drive, Suite 200
Omaha, Nebraska 68154-4467
800-441-7742 Fax 402-392-2673
www.ppicins.com

CERTIFICATE OF INSURANCE

St. Elizabeth Health Systems - Lincoln
Attn: Medical Staff Office
555 South 70th Street
Lincoln, NE 685102494

This is to certify that the Preferred Professional Insurance Company has issued to the named insured the policy identified herein by policy number, policy term and limits of liability which affords PHYSICIANS AND SURGEONS PROFESSIONAL LIABILITY INSURANCE. This certificate of insurance does not amend, extend or otherwise alter the terms, conditions, or limits of the insurance afforded by the policy.

INSURED'S NAME: David Richard Durand, DO
POLICY NAME: St. Elizabeth Physician Network
ADDRESS: 5930 South 57th St., Suite D
Lincoln, NE 685165206
POLICY TYPE: Claims Made
RATING CLASS: Occupational Medicine
POLICY NUMBER: CMP0020202
POLICY LIMITS: \$500,000 Per Incident
\$1,000,000 Annual Aggregate
PHYSICIAN POLICY TERM: 01/01/2006 TO 01/01/2007
PHYSICIAN RETRO DATE: 11/01/2004

Coverage is provided for medical incidents under the direction, supervision, or control of: St. Elizabeth Physician Network

Limits of liability of \$200,000 per incident/\$600,000 annual aggregate apply for the period 11/1/2004 to 1/1/2006.

If this policy is cancelled by Preferred Professional Insurance Company before the expiration date shown, Preferred Professional Insurance Company will endeavor to mail written notice to the certificate holding organization or hospital. Failure to mail such a notice will impose no obligation or liability of any kind upon Preferred Professional Insurance Company.

ISSUE DATE: November 14, 2005
MP-MPCERT (6/94)

James McCoy
Authorized Representative

FIRST INITIATIVES INSURANCE, LTD
 720 West Bay Road, P.O. Box 69GT
 2nd Floor, Buckingham Square
 George Town, Grand Cayman BWI
 (345) 945-2888, Fax (345) 945-2889

THIS IS TO CERTIFY TO

DATE OF CERTIFICATE ISSUANCE:

NAME AND ADDRESS OF CERTIFICATE HOLDER:

April 6, 2006
 ORIGINAL DATE OF ISSUANCE
 April 6, 2006

CITY OF LINCOLN & LINCOLN ELECTRIC SYSTEMS
 233 S. 10TH STREET, 2ND FLOOR
 LINCOLN, NE 68508

CERTIFICATE OF SELF-INSURANCE

That the described self-insurance coverages as provided by the indicated policy and issued by the company has been issued to:

Named
 Insured: ST. ELIZABETH PHYSICIAN NETWORK
 Address: 5930 SOUTH 57TH, SUITE D
 LINCOLN, NE 68516

The Policy identified below by a policy number is in force on the date of Certificate issuance. Self-insurance is afforded only with respect to those coverages for which a specific limit of liability has been entered and is subject to all the terms of the Policy having reference thereto. This Certificate of Self-Insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded under any policy identified herein.

POLICY NUMBER	POLICY PERIOD
FIPR00705	EFF. 07/01/05 EXP. 07/01/06

TYPE OF SELF-INSURANCE DESIGNATED BELOW	COVERAGES	LIMITS OF LIABILITY
COMMERCIAL GENERAL LIABILITY	BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY LIABILITY & MISCELLANEOUS PROFESSIONAL LIABILITY	\$8,000,000 Each claim
HOSPITAL PROFESSIONAL LIABILITY	AS DESCRIBED	\$8,000,000 Each claim

Claims made coverage. Policy retroactive date is: July 1, 2002

SPECIAL CONDITIONS/OTHER COVERAGES

ID NUMBER: 2611F

CERTIFICATE ISSUED ON BEHALF OF SERMC SOUTHWEST PHYSICAL THERAPY, 2001 PINE LAKE ROAD, SUITE 350, LINCOLN, NE. CITY OF LINCOLN & LINCOLN ELECTRIC SYSTEMS ARE ADDED AS ADDITIONAL INSUREDS, ATIMA.

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the Issuing company will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

Requested By


 Authorized Representative