

AMENDMENT TO AGREEMENT
LANCASTER COUNTY
ANNUAL REQUIREMENTS FOR OCCUPATIONAL HEALTH SERVICES
RFP BID NO. 11-210 - THIRD AND FINAL RENEWAL

RECEIVED
C-14-0582
OCT 30 2014
LANCASTER COUNTY
CLERK

This Amendment is hereby entered into by and between Nebraska Occupational Health Center, 4451 N. 26th St, Ste 1000, Lincoln, NE 68521 (hereinafter "Contractor") and Lancaster County (hereinafter "County"), for the purpose of amending the Agreement dated December 6, 2011 under County Contract No. C-11-0709, (the "Agreement"), for **The Annual Requirements for Occupational Health Services, RFP Bid No. 11-210**, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is December 6, 2011 through December 5, 2012, with the option to renew for three (3) additional one (1) year terms; and

WHEREAS, the Agreement was amended by County Contract C-12-0624, executed by the County Board on October 25, 2012, to renew the agreement for an additional one (1) year period from December 6, 2012 through December 5, 2013.

WHEREAS, the Agreement was amended by County Contract C-13-0560, executed by the County Board on November 5, 2013, to renew the agreement for an additional one (1) year period from December 6, 2013 through December 5, 2014.

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning December 6, 2014, through December 5, 2015; and

WHEREAS, the estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$24,000.00 without prior approval of the Lancaster County Board of Commissioners.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract C-11-0709 and stated herein the parties agree as follows:

- 1) The Contract shall be renewed for an additional one (1) year term beginning December 6, 2014, through December 5, 2015.
- 2) The estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$24,000.00 without prior approval of the Lancaster County Board of Commissioners.
- 3) All other terms of the Contract, not in conflict with 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

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Lancaster County Board of Commissioners

Approved as to form

Executed this 4 day of November, 2014

this 4 day of November, 2014

Richard Galbraith
Deputy Lancaster County Attorney

Deb Schort
Brent Smay
Larry K. ...
Raybould Absent

Supplier, please fill out the following information and mail back to our office; a faxed copy is not acceptable.

| | |
|---|--|
| Company Name: (Please Print) | Nebraska Occupational Health Ctr |
| By: (Please Print) | Lisa Troester |
| By: (Please Sign) |  |
| Title: (Please Print) | Office Manager |
| Company Address: (Please Print) | 4451 N. 26 th St, Ste 1000 Lincoln NE 68521 |
| Company Phone & Fax: (Please Print) | 402-476-2600 402-476-2604 |
| E-Mail Address: (Please Print) | LTroester@Lpta-Nahc.com |
| Date: (Please Print) | 10-23-14 |
| Contact Person for: "Orders or Service" (Please Print) | Front Desk Staff |
| Phone Number: | 402-476-2600 |

**AMENDMENT TO AGREEMENT
LANCASTER COUNTY
ANNUAL REQUIREMENTS FOR OCCUPATIONAL HEALTH SERVICES
RFP BID NO. 11-210 - SECOND RENEWAL**

RECEIVED
C-13-0560
OCT 31 2013
LANCASTER COUNTY
CLERK

This Amendment is hereby entered into on this ____ day of _____, 2013, by and between **Nebraska Occupational Health Center, 4451 N. 26th St., Ste. 1000, Lincoln, NE 68521** (hereinafter "Contractor") and **Lancaster County** (hereinafter "County"), for the purpose of amending the Agreement dated **December 6, 2011** under County Contract No. **C-11-0709**, (the "Agreement"), for **The Annual Requirements for Occupational Health Services, RFP Bid No. 11-210**, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is **December 6, 2011 through December 5, 2012**, with the option to renew for **three (3) additional one (1) year terms**; and

WHEREAS, the Agreement was amended by County Contract C-12-0624, executed by the County Board on **October 25, 2012**, to renew the agreement for an additional one (1) year period from **December 6, 2012 through December 5, 2013**.

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning **December 6, 2013, through December 5, 2014**; and

WHEREAS, the estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed **\$50,000.00** without prior approval of the Lancaster County Board of Commissioners.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County **Contract C-11-0709** and stated herein the parties agree as follows:

- 1) The Contract shall be renewed for an additional one (1) year term beginning **December 6, 2013, through December 5, 2014**.
- 2) The estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed **\$50,000.00** without prior approval of the Lancaster County Board of Commissioners.
- 3) All other terms of the Contract, not in conflict with 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

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

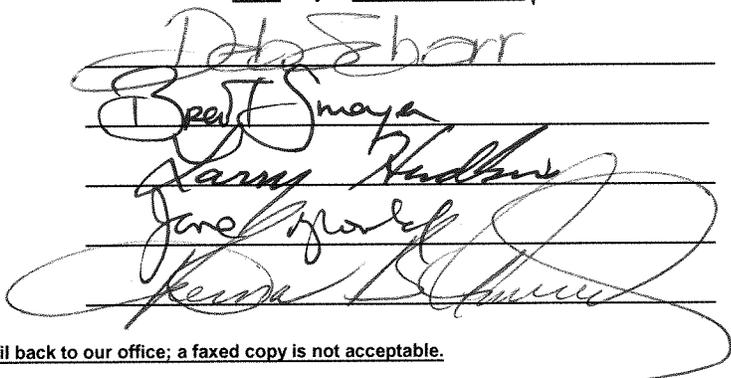
Approved as to form

this 5 day of Nov, 2013

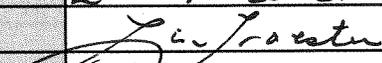

Deputy County Attorney
Lancaster County Attorney

Lancaster County Board of Commissioners Signatures

Executed this 5 day of November 2013



Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

| | |
|-------------------------------------|---|
| Company Name: (PLEASE PRINT) | Nebraska Occupational Health Center |
| By: (PLEASE PRINT) | Lisa Troester |
| By: (PLEASE SIGN) |  |
| Title: | Office Manager |
| Company Address: (PLEASE PRINT) | 4451 N. 26 th Ste 1000 Lincoln Ne 68521 |
| Company Phone & Fax: (PLEASE PRINT) | 402-476-2600 402-476-2604 |
| E-Mail Address: (PLEASE PRINT) | LTroester@LPTA-NOHC.com |
| Dated: | 10-25-13 |

**AMENDMENT TO AGREEMENT
LANCASTER COUNTY
ANNUAL REQUIREMENTS FOR OCCUPATIONAL HEALTH SERVICES
RFP BID NO. 11-210
FIRST RENEWAL**

RECEIVED
C-12-0624
OCT 25 2012
LANCASTER COUNTY
CLERK

This Amendment is hereby entered into on this 30 day of October, 2012, by and between **Nebraska Occupational Health Center, 4451 N. 26th St., Ste. 1000, Lincoln, NE 68521** (hereinafter "Contractor") and **Lancaster County** (hereinafter "County"), for the purpose of amending the Agreement dated **December 6, 2011** under County Contract No. **C-11-0709**, (the "Agreement"), for **The Annual Requirements for Occupational Health Services, RFP Bid No. 11-210**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **December 6, 2011 thru December 5, 2012**, with the option to renew for **three (3)** additional one (1) year periods; and

WHEREAS, the parties wish to renew the Agreement for an additional one (1) year term beginning **December 6, 2012 thru December 5, 2013** and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Agreement, under County **Contract C-11-0709** and stated herein the parties agree as follows:

- 1) The Agreement shall be renewed for an additional one (1) year term beginning **December 6, 2012 thru December 5, 2013**.
- 2) All other terms of the Agreement, not in conflict with 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

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Lancaster County Board of Commissioners Signatures

Executed this 30 day of October, 2012

Approved as to form
this 30 day of October, 2012

for Richard Fealbow
Deputy County Attorney
Lancaster County Attorney

Jane Raphael
Bonnie Keen
Pete Schmitt
Jerry Sullivan
Bob Smith

Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Dated 10-17-12

| | |
|-------------------------------------|--|
| Company Name: (PLEASE PRINT) | Nebraska Occupational Health Center |
| By: (PLEASE PRINT) | Lisa Troester |
| By: (PLEASE SIGN) | <u>Lisa Troester</u> |
| Title: | Office Manager |
| Company Address: (PLEASE PRINT) | 4451 N. 26 th St #1000 Lincoln NE 68521 |
| Company Phone & Fax: (PLEASE PRINT) | 402-476-2600 402-476-2604 |
| E-Mail Address: (PLEASE PRINT) | LTroester@LPTA-NOHC.com |

C-11-0709

NOV 29 2011

LANCASTER COUNTY
CLERK

CONTRACT DOCUMENTS

**LANCASTER COUNTY
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
Occupational Health Services
RFP Bid No. 11-210**

**Nebraska Occupational Health Center
4451 N. 26th St., Ste. 1000
Lincoln, NE 68521
402-476-2600**

**LANCASTER COUNTY
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2011, by and between Nebraska Occupational Health Center, 4451 N. 26th St., Ste. 1000, Lincoln, NE 68521, hereinafter called "Contractor", and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "County".

WHEREAS, the County has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing **Occupational Health Services, Bid No. 11-210** and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the County have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal.

2. The County agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the County:

The County will pay for products/service, according to the pricing as listed in Section 8.7.7 of Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The County shall use on an as-needed basis for the duration of the contract.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The County may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the County will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a one (1) year term with the option to renew on an annual basis for three (3) additional one (1) year terms.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Accepted Proposal/Response
 2. Contract Agreement
 3. Specifications
 4. Instructions to Bidders
 5. Insurance Requirements

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

for *Budlan Johnson*
Lancaster County Attorney

Jane Ryan
Deanne Keen
Scott Adams
Scharr Absent

Hudkins Absent

dated 12/6/11

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Lincoln Physical Therapy Assoc.
Nebraska Occupational Health Ctr
Name of Corporation
4451 N. 26th St, Ste 1000
Lincoln NE 68521
(Address)

ATTEST:

Secretary (SEAL)

By: *Zac Croston*
Duly Authorized Official
Office Mgr
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

| Bid Information | | Contact Information | | Ship to Information |
|-----------------|--|---------------------|---|---------------------|
| Bid Creator | Vince Mejer Purchasing Agent | Address | Purchasing 440 S. 8th St. Lincoln, NE 68516 | Address |
| Email | vmejer@lincoln.ne.gov | Contact | Vince M. Mejer Purchasing Agent | Contact |
| Phone | 1 (402) 441-8314 | | | |
| Fax | 1 (402) 441-6513 | | | |
| Bid Number | 11-210 | Department | Purchasing | Department |
| Title | RFP Occupational Health Clinic Services | Building | | Building |
| Bid Type | RFP | Floor/Room | Suite 200 | Floor/Room |
| Issue Date | 08/31/2011 | Telephone | 1 (402) 441-8314 | Telephone |
| Close Date | 9/28/2011 12:00:00 PM CST | Fax | 1 (402) 441-6513 | Fax |
| Need by Date | | Email | vmejer@lincoln.ne.gov | Email |

Supplier Information

Company NEBRASKA OCCUPATIONAL HEALTH
 Address 4451 N 26 Ste 1000

 Lincoln, NE 68521

 Contact
 Department
 Building
 Floor/Room
 Telephone 402 (476) 2600
 Fax 402 (476) 2604
 Email
 Submitted 9/28/2011 10:36:36 AM CST
 Total \$0.00

Signature _____

Supplier Notes _____

Bid Notes _____

Bid Activities _____

Bid Messages _____

Please review the following and respond where necessary

| # | Name | Note | Response |
|---|-----------------------------|---|---------------|
| 1 | Instructions to Proposers | I acknowledge reading and understanding the Instructions to Proposers. | Yes |
| 2 | Specifications | I acknowledge reading and understanding the specifications. | Yes |
| 3 | Bid Response Information | I acknowledge reading and understanding the Bid Response Information. | Yes |
| 4 | Written Proposal Submission | I have prepared and delivered/mailed eleven (11) copies of my Written Response to the City Purchasing Agent as requested in the Specifications. | Yes |
| 5 | Insurance Requirements | I acknowledge that I will provide proof of insurance coverage. | Yes |
| 6 | Contact | Name of person submitting this bid: | Lisa Troester |
| 7 | Electronic Signature | Please check here for your electronic signature. | Yes |

Line Items

| # | Qty | UOM | Description | Response |
|---|-----|-----|--|----------|
| 1 | 1 | EA | Please prepare your written response and return your proposals as instructed in the RFP according to the specifications. Respond to the Attribute section (above) of this electronic bid and submit before the closing date and time. Enter a 0 for your response in this line item in order for it to submit. Please call if you require assistance in completing this proposal. | \$0.00 |

Item Notes:

Supplier Notes: See Cover Letter, RFP, Insurance Verification and References hand delivered to Vince Mejer, City of Lincoln, K Street Complex, Lincoln, NE

Response Total: \$0.00
