

SERVICE AGREEMENT**PARTIES:****"NextCare"**

Emergent Care Plus, LLC
DBA NextCare Urgent Care
2550 N. Thunderbird Circle Ste 303
Mesa, AZ 85215

"Customer"

Jackson County, Missouri
415 E. 12th Street, G-1
Kansas City, MO 64106
Attn: Purchasing Department

EFFECTIVE DATE:**June 21, 2022 – June 20, 2023**

In consideration of the premises and the obligations hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

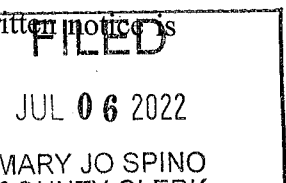
1. Services. Services shall be provided to the Client executing this Agreement. NextCare agrees to provide the services ("Services") described on the attached Statement of Work ("SOW") #1 or such additional services as may be described in subsequent statements of work which shall be attached to this Agreement and numbered sequentially. Each SOW, when signed by Customer and NextCare is hereby incorporated into this Agreement. NextCare shall provide the services described in any SOW consistent with professional medical practice. The Services shall be provided by NextCare subsidiaries or entities NextCare manages which are licensed and appropriately qualified to provide the medical services in the location in which they are performed. NextCare Inc. will not be performing the services.

2. HIPAA Compliance. Customer may be incidentally exposed to protected health information as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Customer agrees to maintain the confidentiality of such information and not to disclose any such information to any person at any time except pursuant to HIPAA.

3. Force Majeure. Where an extraordinary event or circumstance beyond the control of the party, such as war, strike, riot, crime, act of God, or unavailability of necessary supplies such as vaccinations or lab tests prevents a party from fulfilling their obligations under this contract, this contract shall terminate and neither party shall have any further obligation or liability to the other.

4. Survival. All provisions that logically ought to survive termination of this Agreement shall survive.

5. Notices. Any notice shall be in writing and shall be delivered as follows with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by certified or registered mail, return receipt requested, upon verification of receipt or (d) by email to the email address indicated on the signature page to this Agreement where delivery is also made in one of the manners indicated in (a), (b) or (c) above in which case notice shall be deemed given on the date written notice is



delivered to the other party. Notice shall be sent to the persons and addresses set forth in this Agreement.

6. Governing Law and Forum; Legal Fees. The laws of the United States of America and the State of Missouri shall govern this Agreement.

7. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

8. Waiver. No term or provision hereof will be considered waived and no breach excused unless the waiver or consent is in writing signed by the aggrieved Party. The waiver or consent to a breach shall not operate or be construed as a waiver of, consent to, or excuse of any other or subsequent breach. By accepting late or otherwise inadequate performance of any of Customer's obligations, NextCare shall not waive its rights to require timely performance or performance that strictly complies with this Agreement in the future.


9. Limit of Liability. IN NO EVENT SHALL ANY PARTY BE LIABLE IN CONTRACT, TORT OR OTHERWISE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ECONOMIC DAMAGE OR LOST PROFITS, REGARDLESS OF WHETHER EITHER PARTY SHALL BE ADVISED, SHALL HAVE OTHER REASON TO KNOW, OR IN FACT SHALL KNOW OF THE POSSIBILITY.

10. Successors and Assigns. This Agreement is intended to bind any and all of the parties' successors, heirs, and assigns.

11. Entire Agreement. This Service Agreement, together with the Customer's bid specifications, and NextCare's proposal submitted in response thereto, constitute the entire agreement of the parties. In the event of a conflict among the terms of any of these documents, the term of the document listed first in the following order shall prevail: 1.) This Service Agreement; 2.) Next Care's Proposal; and 3.) Client's Bid Specifications.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

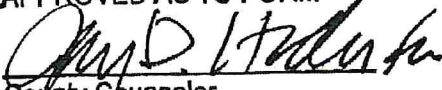
Jackson County Missouri

By: 
Name: Bob Crutsinger
Title: Finance Director
Date: 7-5-2022

Emergent Care Plus, LLC
DBA NextCare Urgent Care

By: Robert Derek Newell
Robert Derek Newell, President & CEO
Date: 6/28/2022

APPROVED AS TO FORM


County Counselor

2


ATTEST:


Clerk of the County Legislature

Statement of Work
Jackson County
No. 22-22 Associate Drug and Alcohol Testing

Service Item	Unit Price
Saliva Drug Screen (5 Panel)	\$ 50.00
Saliva Drug Screen (12 Panel)	\$ 52.00
Hair Drug Screen (5 Panel)	\$ 80.00
Hair Drug Screen (12 Panel)	\$ 110.00
Urine Drug Screen (5 Panel) DOT	\$ 42.00
Urine Drug Screen (5 Panel) Non-DOT	\$ 42.00
Urine Drug Screen (12 Panel) DOT	\$ 45.00
Urine Drug Screen (12 Panel) Non-DOT	\$ 45.00
Breath Alcohol Screen DOT	\$ 40.00
Breath Alcohol Screen Non-DOT	\$ 40.00
Breath Alcohol Screen Confirmation	\$ 15.00
Urine Alcohol Screen (ETS) 12-24 Hour	\$ 52.00
Urine Alcohol Screen (ETG) 80 Hour	\$ 52.00
Observed Collection Fee	\$ 25.00
MRO Services	<i>MRO charges are included in drug screen unit price</i>
Weekend Collection Fee	<i>No additional charges apply</i>

Jackson County Missouri

By: 
Name: Bob Crutcher
Title: Finance Director
Date: 7-5-2022

Emergent Care Plus, LLC
DBA NextCare Urgent Care

By: Robert Derek Newell
Robert Derek Newell, President & CEO

Date: 6/28/2022

NextCare[®]

Tax ID: 77-0685580

Emergent Care Plus, LLC
NextCare Urgent Care
2550 N. Thunderbird Circle, Suite 303
Mesa, AZ 85215

Physical Location List:

Ambassador

10015 N. Ambassador Dr. Ste. 100
Kansas City, MO 64153
PH: (816) 595-4000
FX: (816) 595-4001
Hours: Mon-Fri 8am-8pm
Sat & Sun: 9am-4pm

Lee's Summit

2741 NE McBaine Dr. Lee's
Summit, MO 64064
PH: (816) 554-2600
FX: (816) 554-2603
Hours: 8am-8pm 7 Days a week

Liberty

1860 N. Church Rd.
Liberty, MO 64068
PH: (816) 415-2828
FX: (816) 883-2993
Hours: Mon-Fri 8am-8pm
Sat & Sun: 9am-4pm

Remit To Address:

PO Box 207950
Dallas, TX 75320-7950
Phone: (888) 705-8558
Fax: (480) 496-2060

Occupational Health Contact:

Phone: (480) 933-2171
Fax: (480) 889-3575
Email: clientservicesKSMO@nextcare.com

Billing Contact:

Phone: (480) 807-4457
Fax: (480) 353-2238
Email: contractservices@nextcare.com

Location Name	Distance from Jackson County Facilities				
	HR Dept 12th Street	HR Dept Lexington	Sheriff's Office	Parks + Rec Dept	Public Works Dept
Lee's Summit	22 min	18 min	6 min	8 min	20 min
Liberty	18 min	24 min	30 min	31 min	36 min
Ambassador	18 min	31 min	35 min	36 min	41 min