

# MUSKOGEE COUNTY DETENTION CENTER

A DIVISION OF THE MUSKOGEE COUNTY SHERIFF'S DEPARTMENT

122 SOUTH 3<sup>RD</sup> STREET

MUSKOGEE, OK 74401

PHONE: 918-682-7851 AND FAX 918-686-6456

## MEDICAL SERVICE CONTRACT

THIS CONTRACT IS SUBMITTED FOR APPROVAL THIS 27TH DAY OF July, 2023; BETWEEN THE MUSKOGEE COUNTY BOARD OF COUNTY COMMISSIONERS (HEREINAFTER REFERRED TO AS BOARD) AND TERESA M. JAMES, APRN, C-FNP (HEREIN REFERRED TO AS HEALTH CARE PROVIDER (HCP)).

That even consideration of normal promises covenants and agreements hereinafter set forth, the parties' contract, covenant and agrees as follow:

1. PROVIDER HEREBY AGREES TO PROVIDE PROFESSIONAL SERVICES TO INMATES AT THE MUSKOGEE COUNTY DETENTION FACILITY, SAID SERVICE TO INCLUDE PHYSICAL EXAMINATION, DIAGNOSIS, TREATMENT AND PRESCRIPTIONS FOR MEDICATION AS PROVIDER IN HER BEST PROFESSIONAL JUDGMENT DEEM PROPER.
2. PROVIDER AGREES TO REFER TO APPROPRIATE MEDICAL PRACTITIONERS FOR MEDICAL ATTENTION OR TREATMENT WHEN SUCH ATTENTION OR TREATMENT CANNOT BE PROVIDED AT THE MUSKOGEE COUNTRY DENTENTION FACILITY.
3. PROVIDER AGREES TO PROVIDE SUCH MEDICAL SERVICES AT THE MUSKOGEE COUNTY DETENTION FACILITY TWICE A WEEK TO CONFORM TO OKLAHOMA JAIL STANDARD REQUIREMENT OF TWO WEEKLY VISITS.
4. PROVIDER AGREES TO PROVIDE ADDITIONAL PRACTITIONER OF MEDICINE OF HIS OWN CHOOSING TO COVER FOR THE PROVIDER WHEN ON VACATION AND SCHOOLING.
5. MEDICAL DIRECTOR AGREES TO BE AVAILABLE FOR CONSULTATION AND "ON CALL" BASIS TO SUPPORT PROVIDER AND STAFF FOR MEDICAL SERVICES TO INMATES AT THE MUSKOGEE COUNTY DETENTION FACILITY. INMATES WILL BE TRANSFERRED TO THE LOCAL ASSIGNED EMERGENCY FACILITY FOR EMERGENCY OR ACUTE MEDICAL PROBLEMS OF ANY INMATE.
6. IN THE PERFORMANCE OF THE ABOVE DUTIES, PROVIDER MAY EMPLOY AT HIS OWN EXPENSE ADDITIONAL PRACTITIONERS OF MEDICINE OF HIS CHOOSING PROVIDED THAT SUCH PRACTITIONERS ARE CERTIFIED BY THE APPROPRIATE BOARD IN THE STATE OF OKLAHOMA.
7. THE BOARD AGREES TO PAY THE PROVIDER THE SUM OF \$5,000.00 MONTHLY FOR THE SERVICES HEREIN SET FORTH TO BE PAID FROM THE SHERIFF'S FUNDS
8. PROVIDER WILL MAINTAIN AND PAY FOR HIS OWN MALPRACTICE INSURANCE COVERAGE IN THE AMOUNT OF \$1,000,000.00 PER INCIDENT AND \$6,000,000.00 AGGREGATE AND PROVIDE THE BOARD WITH A CURRENT COPY OF COVERAGE (ATTACHED).

9. THIS AGREEMENT MAY BE TERMINATED BY EITHER PARTY HERETO BY NOTICE IN WRITING DELIVERED TO THE OTHER PARTY AS SUCH PARTY'S PRINCIPAL PLACE OF BUSINESS 30 DAYS PRIOR TO THE DATE OF TERMINATION.
10. THIS AGREEMENT SHALL TERMINATE AUTOMATICALLY AT THE CLOSE OF ANY FISCAL YEAR OF THE BOARD PROVIDED THAT BOARD MAY EXTEND THE TERMS HEREOF AND RENEW THIS CONTRACT BY ADOPTION OF A RESOLUTION TO THE EFFECT AND APPROPRIATION OF FUNDS IN EACH FISCAL YEAR TO PAY THE SUMS PAYABLE HEREUNDER.
11. THE TERMS OF THIS AGREEMENT MAY BE MODIFIED BY AGREEMENT OF THE PARTIES HERETO AND SHALL BE EFFECTIVE WHEN REDUCED TO WRITING AND EXECUTED BY THE PARTIES.
12. PROVIDER AGREES TO FULFILL THE ROLES AND RESPONSIBILITIES OF THE FACILITY'S MEDICAL DIRECTOR AS DEFINED IN THE HEALTH ADMINISTRATION POLICY WITHIN THE SCOPE OF PRACTICE OF THE APPROPRIATE BOARD IN THE STATE OF OKLAHOMA.

IN WITNESS WHEREFORE WE HAVE HEREUNTO SET OUR HAND AND SEAL THIS \_27TH\_ DAY OF \_July\_, 2023.

*Teresa James APRN*

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Teresa M. James APRN, CNP

*Andy Simmons*

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Andy Simmons, Sheriff

*Kenny Payne*

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Kenny Payne, County Commissioner

*Ken Doke*

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Ken Doke, County Commissioner

*Keith Hyslop*

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Keith Hyslop, County Commissioner

*Polly Irving*

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Polly Irving, County Clerk

