

## PROFESSIONAL SERVICES AGREEMENT

This agreement is entered into between the Muskogee County Health Department, hereinafter referred to as Muskogee CHD, by virtue of the authority vested in it by Title 63, O.S. 1991, 1-206.1 and . Claudia McElvania , herein after referred to as Registered Nurse.

**AGREEMENT PERIOD:** Beginning the \_30th day of March 2021 and terminating on the \_29 th day of \_March\_ 2022. This agreement shall not take effect until Muskogee CHD has in its possession a copy containing original signatures of both parties. The date of execution of this agreement need not correspond to the effective date, but the effective date shall be the controlling and commencement date.

**GENERAL PURPOSE OF THIS AGREEMENT:**

The purpose of this agreement is to provide Nursing services in support of the Muskogee CHD clinics.

Muskogee CHD shall pay a fee for the services at the rate of \$25.00 per hour; and State Rate for Travel per mile. A monthly invoice shall be submitted to the Muskogee CHD within thirty (30) days of the date services were rendered, indicating the date services were rendered and the number of hours of services performed on each date and the name of the person providing the service.

For the purposes of this agreement, all contacts and the invoice are to be directed to the Muskogee County representative, Tina Johnson [tinaj@health.ok.gov](mailto:tinaj@health.ok.gov).

It is understood between the parties that the Registered Nurse under no circumstances is to be considered an employee of either State Department of Health or Muskogee CHD and, therefore, not entitled to any benefits or other entitlement accruing to either State or County Health Department employees including workers compensation.

### DUTIES OF MUSKOGEE CHD

Muskogee CHD shall provide such administration, supervision and guidance to Registered Nurse, as Muskogee CHD deems necessary and reasonable for the performance of this agreement.

**AMENDMENT:**

This agreement may be modified, changed or amended only by an instrument in writing, signed and Dated by the parties and appended hereto as an identifiable amendment hereof.

**CANCELLATION CLAUSE:**

This agreement is subject to termination upon 14 days advance written notice by either party. Written notice must be forwarded to one of the following addresses by certified mail:

Muskogee County Health Department  
530 S 34<sup>th</sup> Street  
Muskogee OK 74403

The Registered Nurse shall maintain as confidential and privileged, all information, as required by statutes, codes of professional conduct and the rules of Muskogee CHD.

**INVOICE INSTRUCTIONS:**

The County Administrator, or designate, is required to sign each invoice from the Nurse ; and by doing so attests to the receipt of the services and verifies the accuracy of the invoice.

Representing the Muskogee  
County Health Department

Name of Registered Nurse  
Signatory:

Tina R. Johnson

Tina R. Johnson,  
Interim Regional Director

3/23/21

Date

Claudia McElwainia  
Signature

s.s. 444 56 5893

ADDRESS:

821 E. 53rd Street S.  
Muskogee, OK 74403

Date

3/22/21

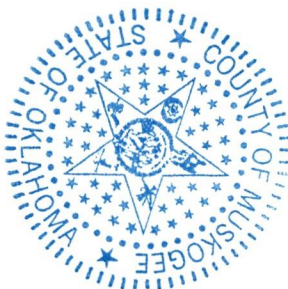
APPROVED

Keith H. Up

Chair, Muskogee County Commissioners

03/29/21

Date



29 day of March 2021  
Chairman Keith H. Up  
Member [Signature]  
Member [Signature]  
Attest Deely Arving  
County Clerk

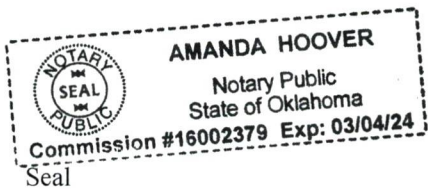
AGREEMENT  
Attachment

STATE OF OKLAHOMA        }  
  }  
COUNTY OF MUSKOGEE     }

The undersigned Registered Nurse, of lawful age, being the first duty sworn on oath says that this agreement is true and correct. Affiant further states that she has made no payment, given or donated or agreed to pay, give or donate, either directly or indirectly, to any elected official, officer, or employee of the State of Oklahoma, of money or any other thing of value to obtain payment or the award of this agreement with the agency or any other state agency which would result in a substantial duplication of the final product required by the proposed agreement.

Claudia McElwain  
Name

Subscribed and sworn to before  
3-22-2021



Seal

Amanda Hoover  
Notary  
Commission # 16002379

Commission Expires: 03/04/24