

MUSKOGEE COUNTY DETENTION CENTER
A DIVISION OF THE MUSKOGEE COUNTY SHERIFF'S DEPARTMENT
122 South 3rd Street
Muskogee OK 74401
Phone: 918-682-7851
Facsimile: 918-686-6456

MEDICAL SERVICE CONTRACT

This contract is submitted for approval this 31 day of OCT 2021, between the Muskogee County Board of County Commissioners (hereinafter referred to as BOARD) and Michael S. Smith, Nurse Practitioner (hereinafter referred to as PROVIDER).

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

1. PROVIDER hereby agrees to provide professional services to inmates at the Muskogee County Detention Facility, said services to include physical examination, diagnosis, treatment and prescriptions for medication as provider in his 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 County Detention Facility.
3. PROVIDER agrees to provide such medical services as possible at the Muskogee County Detention Facility and agrees to visit said facility twice a week to conform to Oklahoma Jail Standard requirement of two weekly visits. PROVIDER agrees to make more frequent professional calls at said jail when additional visits are reasonably necessary.
4. PROVIDER agrees to provide at his own expense additional practitioner of medicine of his own choosing to cover for the provider when on vacation and schooling.
5. PROVIDER agrees to be available on a "Call" basis at all times for medical services to inmates at the Muskogee County Detention 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. BOARD agrees to pay provider the sum of \$3,500.00 monthly for the services herein set forth to be paid from the Sheriff's funds. 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).
8. This agreement may be terminated by either party hereto by notice in writing delivered to the other party at such party's principal place of business 30 days prior to the date of termination.

Medical Service Contract – Page Two

9. 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 that effect and appropriation of funds in each fiscal year to pay the sums payable hereunder.
10. 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.
11. PROVIDER agrees to fulfill the roles and responsibilities of the Facility's Medical Director as defined in the Health Care Administration Policy.

In witness wherefore we have hereunto set our hand and seals this 31 day of October, 2021.

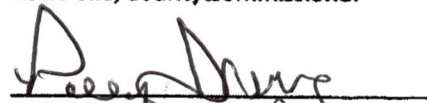

Michael S. Smith, A.R.N.P.


Andy Simmons, Sheriff

Kenny Payne, County Commissioner


Ken Duke, County Commissioner


Keith Hyslop, County Commissioner


Polly Irving, County Clerk

