

## **MEDICAL PROVIDER AGREEMENT**

**THIS MEDICAL PROVIDER AGREEMENT** (the "Agreement") is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, (the "Effective Date") by and between the **Board of County Commissioners of Muskogee County** (the "County") and **Lester M. Keathley, APRN, FNP-C** (the "Provider"). In recognition of the mutually acceptable consideration contained herein, together with other good and valuable consideration, the parties agree as follows:

### **Section 1. Appointment**

The County, by and through its duly acting and empowered Sheriff, does hereby engages and retains the Provider to serve as the Medical Provider of the Muskogee County Detention Center (the "Center") to perform the duties described herein. The Provider does hereby accept such engagement and agrees to provide the services as described herein in a professional manner.

### **Section 2. Services**

- A. The Provider shall be responsible for the supervision of the healthcare services to the Center's inmates. The Provider is to utilize the Provider's independent professional judgment in the care and treatment of patients, consistent with the policies and procedures of the County. The Provider, at the Provider's sole expense, may employ additional help to assist the Provider in the performance of the Provider's duties hereunder.
- B. The Provider agrees to perform such duties as are customarily performed by persons acting in a similar capacity. The Provider agrees to devote such time, energy, and skill as such duties require as, the Provider's reasonably professional judgment, are required.
- C. The Provider shall, in accordance with County policies, cause to be promptly prepared records for all examinations, procedures and other services performed and shall maintain an accurate and complete file within the County of all such reports and supporting documents. The records so maintained shall be sufficient to enable the County to facilitate the delivery of quality care and to comply with the requirements of all licensing and accrediting agencies. The Provider's duties shall include responsibility for preparing and attending to, in connection with such services, all reports, claims, and correspondence necessary in appropriate circumstances. All medical records shall be completed consistent with accepted standards of healthcare practice. The ownership and right of control of all reports, records, and supporting documents prepared in connection with the operation of the County, whether prepared before or after the inception of Provider's services under this Agreement, shall vest exclusively in the County. Copies of records relating to services furnished by the Provider shall be provided to the Provider upon written request if accompanied by the written consent of the patient or the patient's representatives executed in accordance with applicable law.
- D. In the provision of the services hereunder, the Provider shall, at all times, maintain an active license in good standing with the Provider's appropriate federal and state licensing authorities. The Provider shall comply with all standards and requirements of all applicable federal, state, local and other laws, rules, and regulations in the provision of the services, applicable professional standards, and applicable County policies and procedures.
- E. It is the express intent of the parties that the Provider is an independent contractor. Nothing in this Agreement shall in any way be construed to indicate the Provider is an employee of the County. The Provider will be expected and required to use the Provider's unique background, training, and skills to carry out the Provider's duties hereunder. The Provider will have the discretion to determine the method, means, and location of performing his duties, and the County has no right to and will not control or determine the method, means, or place of the performance of Provider's duties, except as otherwise explicitly set forth in this Agreement. As an independent contractor, the Provider shall not be eligible to participate in any employee benefit plan, including but not limited to health, disability, life insurance or retirement contribution. County may provide for its

employees. The Provider shall also be responsible for payment of all licensing fees, professional dues, publications, subscriptions, and related professional expenses. It shall be the Provider's sole responsibility to pay such taxes as may be imposed or levied upon the income earned or derived by the Provider under this Agreement. It is expressly understood and agreed that the County shall not withhold any such taxes from compensation paid to the Provider.

- F. The Provider shall, at all times, maintain comprehensive professional liability insurance at levels required by law, but not less than **One Million Dollars (\$1,000,000) per occurrence and Six Million Dollars (\$6,000,000) in the aggregate**, that will cover County for services rendered by the Provider on behalf of the County.

**Section 3. Compensation**

- A. As sole consideration for the services provided hereunder, during the term of this Agreement, County will pay Provider a fee of **Four Thousand Five Hundred Dollars (\$4,500.00)** per month, payable monthly on the first day of each month in arrears from fund within the control of the County Sheriff. The Provider shall have no right to compensation beyond what is provided in this Agreement, unless the County and the Provider agree in writing to such additional compensation.
- B. The County shall have the exclusive right to bill, collect and retain all fees for medical services rendered by Provider under this Agreement ("Professional Fees"). The County shall determine the amounts of the Professional Fees to be charged in consultation with Provider for Provider's medical services under this Agreement. The County may, at its discretion, assign or delegate these rights to its affiliates or entities under contract with the County. In the event the Provider receives any Professional Fees directly, he promptly shall deliver such Professional Fees to the County.

**Section 4. Term**

The initial term of this Agreement shall be one (1) year beginning with the Effective Date, and this Agreement shall automatically renew for additional one-year terms, unless sooner terminated as provided in this Section of the Agreement. Either party may terminate this Agreement at any for any reason upon providing the other with at least thirty (30) days advanced written notice of the same. Provided, this Agreement shall automatically terminate at the close of any fiscal year without penalty unless the County, in its sole discretion, appropriates funds to support this Agreement.

**Section 5. General Provisions**

- A. All notices under this Agreement shall be mailed to the parties hereto as the following respective addresses:

If to the Provider:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If to the County:

Muskogee County Sheriff's Office  
Attn: General Counsel  
330 N 4<sup>th</sup> Street  
Muskogee, OK 74401

A change in the mailing address of any party may be affected by serving written notice of such change and of such new address upon the other party.

- B. The headings in this Agreement are for references only and shall not affect the interpretation of this Agreement.

- C. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- D. This Agreement constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statement in the body of this Agreement and the documents to be delivered hereunder, the statements in the body of this Agreement will control.
- E. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Any purported assigned in violation of this paragraph shall be void.
- F. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon other person any legal or equitable rights, benefits, or remedies of any nature whatsoever under or by reason of this Agreement.
- G. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.
- H. No wavier by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving, provided, any such waiver may be granted at any time by the party which is entity to the benefits thereof. The failure of either party, at any time and from time to time, to require strict performance of any provision of this Agreement shall in no manner effect such party's rights to, at a later time, to enforce the same. No waiver by either party of a condition or a breach of any term, covenant, representation, or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be a construed as a further or continuing waiver of any condition or breach, or a waiver of any other condition or of the breach of any other term, covenant, representation, or warranty of this Agreement or any Ancillary Agreement.
- I. This Agreement and the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard for its choice of law provisions.
- J. Any legal suit, action, or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby, whether in law or at equity, may only be institute in United States District Court for the Eastern District of Oklahoma or in the courts of the State of Oklahoma having jurisdiction over the County of Muskogee, Oklahoma. Each party irrevocable submits to the exclusive jurisdiction of such courts in any suit, action, or proceeding only in the courts listed herein.
- K. Each party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by a jury in respect to any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.
- L. The parties agree that irreparable damages would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that money damages would not be a sufficient remedy for any breach. Without prejudicing any rights or remedies at law in equity otherwise available, the parties shall be entitled to specific performance and injunctive relief for any such breach.
- M. Time shall be of the essence with respect to every term and condition of this Agreement.
- N. If any legal action shall be brought to enforce any right under the terms of this Agreement, the prevailing party in a final non-appealable judgment shall be entitled to recover from the other party all costs and expenses reasonably incurred in connection with such action, including reasonable

attorneys' fees, the amount of which shall be determined by the court rendering the final non-appealable judgment and which shall be made part of the judgment so rendered.

- O. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other electronic means shall be deemed to have the same effect as delivery of an original signed copy of this Agreement.

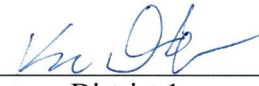
IN WITNESS WHEREOF, the parties have set their hands hereto on the date above referenced.

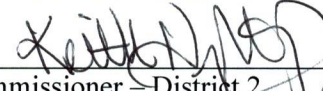
BY THE PROVIDER:

**LESTER M. KEATHLEY, APRN, FNP-C**

BY THE COUNTY:

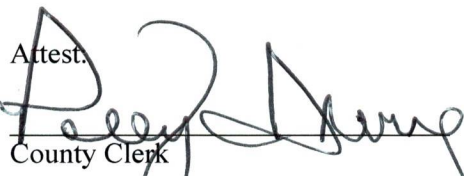
**BOARD OF COUNTY COMMISSIONERS OF MUSKOGEE COUNTY**

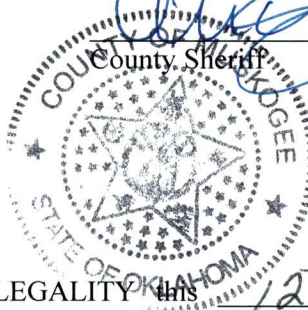
  
\_\_\_\_\_  
Commissioner – District 1

  
\_\_\_\_\_  
Commissioner – District 2

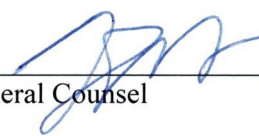
  
\_\_\_\_\_  
Commissioner – District 3

  
\_\_\_\_\_  
County Sheriff

Attest.  
  
\_\_\_\_\_  
County Clerk



APPROVED AS TO FORM AND LEGALITY this 12<sup>th</sup> day of Feb, 2024.

  
\_\_\_\_\_  
General Counsel