

**TEXAS DEPARTMENT OF STATE HEALTH SERVICES**

KIRK COLE
INTERIM COMMISSIONER

2521 West Front Street
Tyler, Texas 75702
903-595-3585
Roger Barker, Regional Deputy Director
Health Service Region 4/5 North

September 21, 2015

Panola County Judge LeeAnn Jones
110 S. Sycamore, Room 216-A
Carthage, TX 75633

Dear Judge Jones:

I am updating the Local Health Authority files for the counties and cities in the Texas Department of State Health Services, Health Service Region 4 & 5 North.

Our files indicate that the Panola County Health Authority, Keith Keeling, M.D., expired on September 9, 2015. In the absence of a Local Health Authority for Panola County, the state would serve as the default Health Authority for the county. Sharon K. Melville, M.D., M.P.H. serves as the Interim Regional Health Director for Health Service Region 4 & 5 North, which includes Panola County in its 35-county Region. However, each county judge should appoint a Health Authority for his or her county.

I am requesting updated documentation, indicating a two-year renewal, or new appointee for Panola County's Health Authority. I am enclosing the forms that need to be completed, along with instructions attached to each form if you haven't already done so.

Thank you for your prompt attention to this and if you have any questions, please call me at 903-533-5275. I can also be reached by email at martha.light@dshs.state.tx.us.

Sincerely,

A handwritten signature in cursive script that reads "Martha Light".

Martha Light
Community Health Services
Texas Department of State Health Services
2521 West Front Street
Tyler, TX 75702
Phone: 903-533-5275
Fax: 903-533-5367

Enclosures
/ml



APPOINTMENT OF LOCAL HEALTH AUTHORITY General Instructions

The Texas Department of State Health Services (DSHS) provides support for the appointment of Local Health Authorities in Texas and maintains the database of appointments. Other DSHS responsibilities include coordination of training activities and availability of reference tools to ensure Local Public Health Authorities understand the roles and responsibilities of their office to serve their local communities.

Appointment and Term

In accordance with Texas Health and Safety Code, Chapter 121.021, a Local Health Authority is a physician appointed to administer state and local laws relating to public health within the appointing body's jurisdiction. A health authority serves for a term of two years and may be appointed to successive terms.

Duties

Under Section 121.024, a health authority is a state officer when performing duties prescribed by state law. A health authority shall perform each duty that is (1) necessary to implement and enforce a law to protect the public health; or (2) prescribed by the board. Duties of a health authority include (1) establishing, maintaining, and enforcing quarantine in the health authority's jurisdiction; (2) aiding the board in relation to local quarantine, inspection, disease prevention and suppression, birth and death statistics, and general sanitation in the health authority's jurisdiction.

Required Forms

Each newly appointed Local Health Authority must have the required forms completed and filed immediately after appointment to office. The three forms include:

1. **Statement of Appointed/Elected Officer.** This form is witnessed and simply states that there was no material, financial or other gain realized by the appointing the Local Health Authority.
2. **Oath of Office.** This is signed by the Local Health Authority and mailed to the Regional Medical Director for the respective Health Service Region of the Texas Department of State Health Services for filing.
3. **Certificate of Appointment.** This form validates the eligibility of the physician being appointed as Health Authority and the appointment process. The form must be signed by the appointing authority and forwarded to the Regional Medical Director for the respective Health Service Region of the Texas Department of State Health Services.

Questions

If you have questions regarding the Local Health Authority appointment process or about completing the forms, please contact your DSHS Health Service Region office or the DSHS Division for Regional & Local Health Services office in Austin at (512) 458-7770.

See links below for contact information:

Texas Department of State Health Services Health Service Region Offices. This site includes the information to locate the Regional Medical Director for the appropriate Health Service Region, including addresses, telephone numbers, FAX numbers, and maps of the DSHS Health Service Region Offices.

Map of DSHS Health Service Regions. This page provides a map showing the regional boundaries.

Instructions for Completing and Filing the Oath of Office

EXECUTION OF THE OATH OF OFFICE

Pursuant to Texas Constitution Article VXI, § 1 (e) and (f) (Amended 1989), the Oath of Office may not be taken until a signed Statement of Elected/Appointed Officer has been filed completed.

ADMINISTRATION OF THE OATH OF OFFICE

The Oath of Office may be administered by anyone authorized under the provisions of Texas Government Code Annex § 602.002 or §602.006 (Vernon 1994). Commonly used officials include notaries public and judges.

The seal of the person administering the Oath should be visible. If the person is a notary public, Texas Government Code Annex § 406.013 (Vernon 1990), requires that the seal be affixed in a way “that legibly reproduces the required elements of the seal under photographic methods.”

COMPLETION OF THE OATH OF OFFICE FORM

After the Oath of Office has been administered by a properly designated official, the newly appointed Local Health Authority should enter his/her name in the appropriate area of the form, sign the form and enter his/her mailing address and telephone number. The person administering the oath should then enter the date on which the oath was administered, enter his/her signature, printed name and title. The seal of the person administering the oath should be affixed in the designated area of the form.

FILING OF THE OATH OF OFFICE

Once the Oath of Office form has been completed and signed by both the Local Health Authority and the administering official, it should be mailed to the Regional Medical Director for the respective Health Service Region of the Texas Department of State Health Services.

Please direct any questions regarding the Oath of Office form and instructions to your DSHS Health Service Region office or to the DSHS Division for Regional & Local Health Services office in Austin at (512) 458-7770.



THE STATE OF TEXAS

Statement of Elected/Appointed Officer

(Please type or print legibly)

I Keith Keeling do solemnly swear (or affirm that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Keith Keeling MD
Affianced Signature

Keith Keeling MD
Printed Name

Local Health Authority
Position to Which Elected/Appointed

Panola County
City and/or County

SWORN TO and subscribed before me by affiant on this 12th day of October 20 15.

Lee Ann Jones
Signature of Person Authorized to Administer Oaths/Affidavits

(SEAL)

Lee Ann Jones
Printed Name

County Judge
Title



OATH OF OFFICE

For Local Health Authorities in the State of Texas

(Please type or print legibly)

I, Keith Keeling, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Health Authority of the State of Texas and will to the best of my ability, preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Keith Keeling
Affiant

511 N. St Mary Carthage TX 75633
Mailing Address ZIP

903 693 2613
(Area Code) Phone Number (day and evening)

kikeeling@sbcglobal.net
Email Address

SWORN TO and subscribed before me this 12th day of October, 20 15.

Lee Ann Jones
Signature of Person Administering Oath

Lee Ann Jones

(SEAL)

Printed Name

County Judge

Title



Certificate of Appointment For a

Local Health Authority

(Please type or print legibly)

I, Lee Ann Jones, acting in the capacity as a

(Check the appropriate designation below)

- Non-physician and the Local Health Department Director
- Mayor or Designee
- County Judge of Designee
- Chairperson of the Public Health District

do hereby certify the physician, Keith Keeling, who is licensed by the Texas Board of Medical Examiners, was duly appointed as the Local Health Authority for Carthage, Texas.

Date term of office begins October 12, 2015

>
Date term of office ends October 12, 2017, unless remove by law.

The Local Health Authority has been appointed and approved by the:

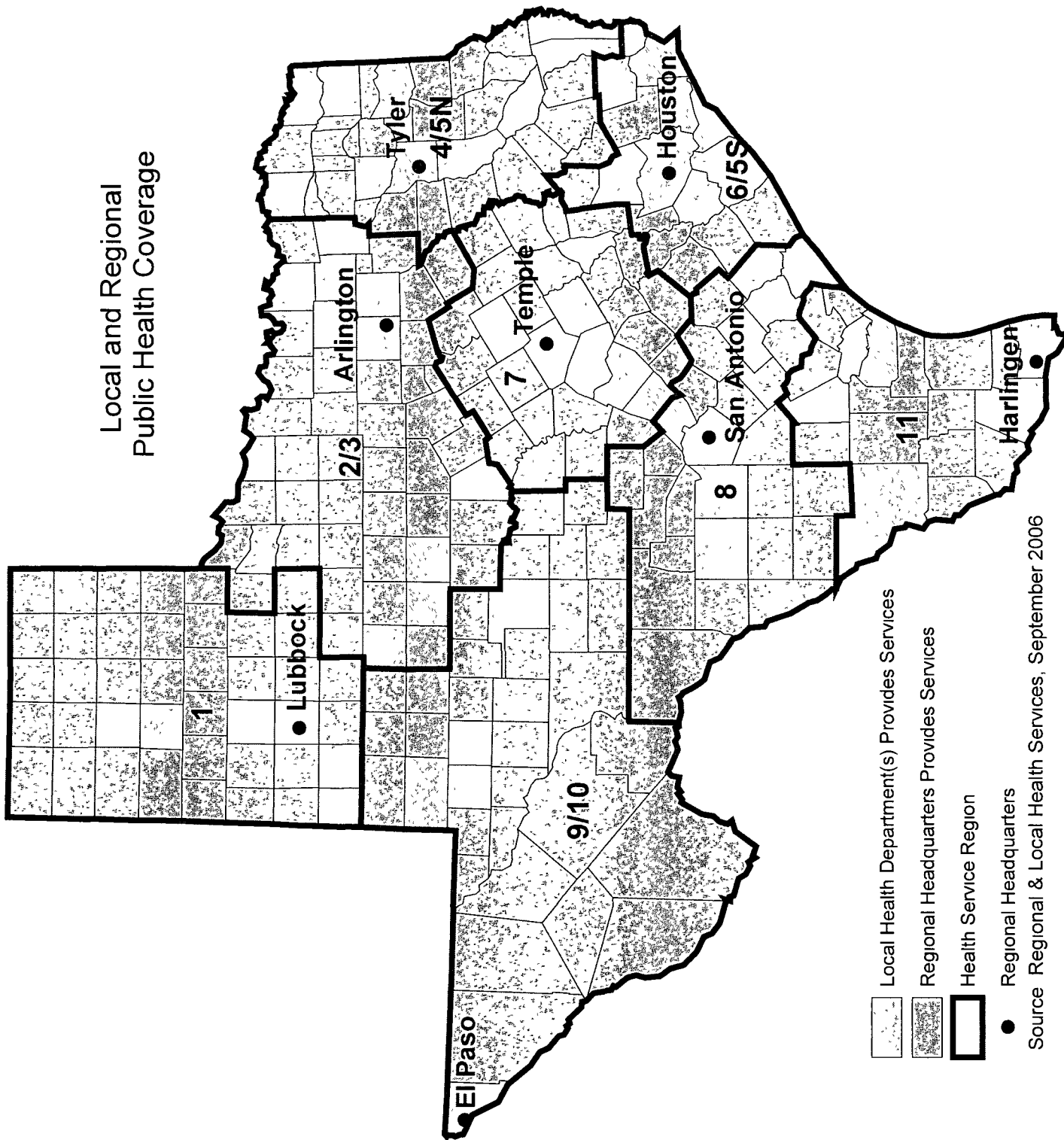
(Check the appropriate designation below)

- Director, _____
- City Council for the City of _____
- Commissioners Court for Panola County
- Board of Health for the _____ Public Health District

I certify to the above information on this the 12th day of October, 2015.

Lee Ann Jones
Signature of appointing official

Local and Regional
Public Health Coverage



Source: Regional & Local Health Services, September 2006

Instructions for Completing and Filing the Certificate of Appointment

PURPOSE

This document will assist all parties in complying with § 121.028 which outlines the designated official authorized to appoint a Local Health Authority. This form must be completed and submitted to the Texas Department of Health Service Regional Office together with the Oath of Office form upon appointment of a Local Health Authority. NOTE: This certification cannot be completed by the Local Health Authority to certify him/herself as the Local Health Authority.

INSTRUCTIONS

- Enter the full name of the person completing the Certification of Appointment for a Local Health Authority
- Mark an "X" on the line designating the official capacity of the appointing official.
- Enter the full name of the physician appointed as the Local Health Authority. (*The validity of the physician's medical license should be verified prior to appointment of the physician as Local Health Authority. The license will have the Texas Board of Medical Examiners seal and date of license expiration.*)
- Enter the area (jurisdiction) to be served by the Local Health Authority, i.e., city/county/district. If he/she cover more than one city or county such as a bi-city, bi-county or city/county jurisdiction, enter the names of those areas. NOTE: The appointing official must have governing authority for the area designated.
- Enter the month, day and year for both the term start date and term end date. (*The term of office should be designated as two years.*)
- Mark an "X" on the line designating the governing body, and enter the name of the local health department, city, county or public health district making the appointment.
- Enter the day, month and year the appointing official completes and signs the Certificate of Appointment.
- Enter the handwritten signature of the appointing official.
- Submit the completed form to the Regional Texas Department of State Health Services Office.

Please direct any questions regarding the Certificate of Appointment form and instructions to your Regional Texas Department of State Health Services Office or the Main Office of the Texas Department of State Health Services at (512) 458-7770.

COUNTY HEALTH AUTHORITY MEDICAL SERVICES AGREEMENT

Agreement made this 12th day of October, 2015, by and between **DR. KEITH KEELING**, hereinafter referred to as the Doctor, and **PANOLA COUNTY, TEXAS**, hereinafter referred to as the County.

RECITALS

The County desires to engage the services of a physician to act as the local Health Authority and to perform such medical services as may be required.

The Doctor is a physician licensed to practice medicine in the State of Texas and desires to render his professional services for the County on the terms and conditions provided herein.

The County hereby retains the services of the Doctor and the Doctor agrees to render his services as follows:

SERVICES

1. (a) The Doctor shall perform his services as Health Authority to the County as may from time to time be required
- (b) The Doctor shall render emergency services as Health Authority to the County when such services are required.
- (c) The Doctor shall not perform any medical procedures, examinations, or treatments on any individual.

TERM

2. This agreement shall be for a period of two (2) years and shall commence

on October 12, 2015 and end on October 12, 2017. Either party may terminate this agreement by giving ninety (90) days written notice to the other party.

EQUIPMENT AND FACILITIES

3. The County shall not provide an office, equipment, and supplies for use by the Doctor in acting as local Health Authority. The Doctor shall furnish his own instruments, items of apparel, equipment, and supplies required to perform his services under this Agreement.

COMPENSATION

4. For his services rendered hereunder, the Doctor shall be entitled to a fee of **FIVE HUNDRED AND NO/100 (\$500.00) DOLLARS** month, payable on the first of each and every month.

INSURANCE AND INDEMNIFICATION

5. (1) It is the intention of the parties that the Doctor be an independent contractor and not an employee under this Agreement and, in order to protect the County from liability, the Doctor shall indemnify and hold the County harmless from any and all claims arising out of the performance of his duties under this Agreement.

(2) The County agrees to include the Doctor in its administrative liability insurance policy and its workers compensation insurance in any claim arising out of his performance as local Health Authority.

ENTIRE AGREEMENT

6. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other

agreement, statement, or promise relating to the subject matter of this Agreement that is not contained herein shall be valid or binding unless in writing signed by both parties.

ASSIGNMENT

7. Neither this Agreement nor any duties or obligations hereunder shall be assignable by the Doctor without the prior written consent of the County.

SUCCESSORS AND ASSIGNS

8. Subject to the provisions regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective parties.

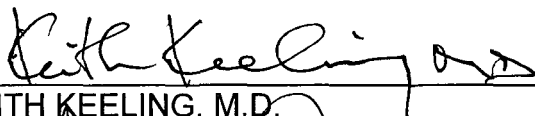
ATTORNEY'S FEES

9. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which he may be entitled.

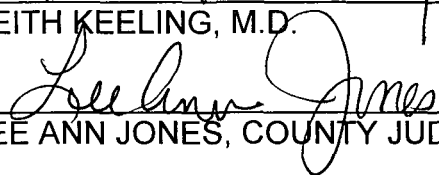
GOVERNING LAW

10. The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

ADOPTED in Open Court this 12th day of October, 2015. **WITNESS OUR HANDS** this 29th day of September, 2015.



 KEITH KEELING, M.D.



 LEE ANN JONES, COUNTY JUDGE