

**COUNTY HEALTH AUTHORITY
MEDICAL SERVICES AGREEMENT**

Agreement made this 1st day of October, 2019, 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, 2019 and end on October 12, 2021. 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

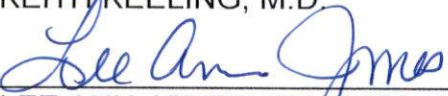
9. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which he may be entitled.

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 1st day of October, 2019. **WITNESS OUR HANDS**
this 1st / 2nd day of October, 2019.



KEITH KEELING, M.D.


LEE ANN JONES, COUNTY JUDGE



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

Affianced Signature

Keith Keeling

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 7th day of October 20 19

Lee Ann Jones

Signature of Person Authorized to Administer Oaths/Affidavits

Lee Ann Jones

Printed Name

County Judge

Title

(Seal)

Instructions for Completing and Filing the Oath of Office

EXECUTION OF THE OATH OF OFFICE

Pursuant to Texas Constitution Article XVI, § 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.



OATH OF OFFICE

For Local Health Authorities in the State of Texas

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 7th day of October, 2019.

Lee Ann Jones
Signature of Person Administering Oath

Lee Ann Jones
Printed Name

(Seal)

County Judge
Title



Certificate of Appointment

For a

Local Health Authority

I, LeeAnn 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, 2019

Date term of office ends October 12, 2021, unless removed 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 7th day of October, 2019

LeeAnn Jones
Signature of appointing official

(See reverse side for instructions)

Local and Regional Public Health Coverage

