



FILED FOR RECORD
IN MY OFFICE
AT 1:40 O'CLOCK P M

OCT 14 2021

BOBBIE DAVIS
COUNTY CLERK, PANOLA COUNTY, TEXAS
BY B. Davis DEPUTY

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
Affiant's Signature

Keith Keeling
Printed Name

Local Health Authority
Position to Which Elected/Appointed

Panola County
City and/or County

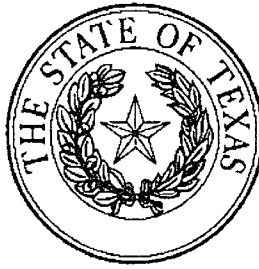
SWORN TO and subscribed before me by affiant on this 12th day of October 2021.

David L. Anderson
Signature of Person Authorized to Administer Oaths/Affidavits

(Seal)

David L. Anderson
Printed Name

County Judge
Title



FILED FOR RECORD
IN MY OFFICE
AT 1:40 O'CLOCK P M

OCT 14 2021

BOBBIE DAVIS
COUNTY CLERK, PANOLA COUNTY, TEXAS
BY B. Davis DEPUTY

OATH OF OFFICE

For 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 MD
Affiant

511 N. St Mary 75633
Mailing Address ZIP

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

kkeeling@sbcglobal.net
Email Address

SWORN TO and subscribed before me this 12th day of October, 2021.

David L. Anderson
Signature of Person Administering Oath

David L. Anderson
Printed Name

(Seal)

County Judge
Title



FILED FOR RECORD
IN MY OFFICE
AT 1:40 O'CLOCK P M

OCT 14 2021

BOBBIE DAVIS
COUNTY CLERK, PANOLA COUNTY, TEXAS
BY B. Davis DEPUTY

Certificate of Appointment

for a

Health Authority

The Health Authority has been appointed and approved by the:

(Check the appropriate designation below)

Commissioners Court for Panola County

Governing Body for the Municipality of _____

Director, _____ Health Department

Director, _____ Public Health District

I, David L. Anderson, acting in my capacity as:

(Check the appropriate designation below)

County Judge or Designee

Mayor or Designee

Non-physician and the Local Health Department Director

Non-physician and the Public Health District Director

do hereby certify the physician, Keith Keeling, who is licensed by the Texas Board of Medical Examiners, was duly appointed as the (check as applicable),

Health Authority

Health Authority Designee

for the jurisdiction of Carthage, Texas.

Date term of office begins October 12, 2021

Date term of office ends October 12, 2023, unless removed by law.

I certify to the above information on this the 12th day of October, 2021.

Signature of Appointing Official

COUNTY HEALTH AUTHORITY MEDICAL SERVICES AGREEMENT

Agreement made this 12th day of October, 2021, 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, 2021 and end on October 12, 2023. 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.

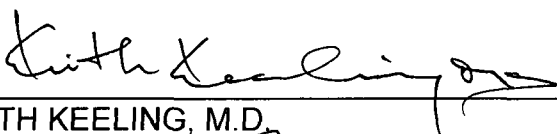
ATTORNEY'S FEES


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, 2021. **WITNESS OUR HANDS**
this 12th day of October, 2021



KEITH KEELING, M.D.


DAVID L. ANDERSON, COUNTY JUDGE