

FILED FOR RECORD
IN MY OFFICE
AT 2:00 O'CLOCK P M



OCT 11 2023

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 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 10th day of October 20 23.

Rodger G. McHane

Signature of Person Authorized to Administer Oaths/Affidavits

Rodger G. mchane

Printed Name

County Judge

Title

(Seal)

OCT 11 2023

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 (HA) 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.

<u>Keith Keeling MD</u> Affiant*	<u>Keith</u> Preferred Name (e.g. "J. Paul Doe")
<u>511 N. St Mary Carthage TX 75633</u> Mailing Address*	<u>E8614</u> Texas Medical License Number*
<u>903 754 0508</u> Phone Number (Emergency/After Hours)*	<u>NO</u> Are you a deputy/backup HA?
<u>k1keeling@sbcglobal.net</u> Email Address (Official, if you have one)*	 Additional Email Address

SWORN TO and subscribed before me this 10th day of October, 2023.

Rodger G. McLane
Signature of Person Administering Oath

Rodger G. McLane
Printed Name

County Judge

Title

(Seal)

*=denotes required field

OCT 11 2023

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:

(Put an "X" by the appropriate designation below)

Commissioners Court for Panola County
 Governing Body for the Municipality of _____
 Director, _____ Health Department
 Director, _____ Public Health District

I, Rodger G. McLane, acting in my capacity

as: (Put an "X" by 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 13, 2023

Date term of office ends October 13, 2025, unless removed by law.

I certify to the above information on this the 10th day of October, 2023

Rodger G. McLane
Signature of Appointing Official

COUNTY HEALTH AUTHORITY MEDICAL SERVICES AGREEMENT

Agreement made this 10th day of October, 2023, 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 13, 2023 and end on October 13, 2025. 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.

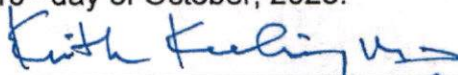
ATTORNEY'S FEES

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.

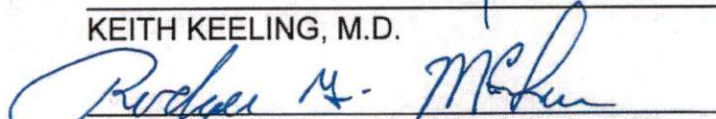
GOVERNING LAW

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 10th day of October, 2023.



KEITH KEELING, M.D.



RODGER G. MCLANE, COUNTY JUDGE