

INTERLOCAL AGREEMENT BETWEEN COUNTY OF HOPKINS, TEXAS AND
COUNTY OF DELTA, TEXAS FOR LOCAL HEALTH AUTHORITY

PARTIES:

1.1 This agreement is made and entered into by the County of Hopkins, Texas, hereafter referred to as "Hopkins County" and the County of Delta, Texas, hereafter referred to as "Delta County," for the performance of activities described in this agreement.

MISSION STATEMENT:

2.1 The mission of the Local Health Authority is to serve the public health needs of the residents of Hopkins County and Delta County through provision for essential public health services, support to local public health agencies, and leadership and coordination for public health emergency preparedness and response. The Local Health Authority oversees and provides for performance of key functional areas such as patient rights, patient treatment, infection control and quarantine of infected patients; coordinating with local and state law enforcement as necessitated.

TEXAS GOVERNMENT CODE:

3.1 Pursuant to Texas Government Code and the Texas Interlocal Cooperation Act, (the "Act"), as amended, the parties are empowered to contract with each other for the performance of governmental functions, including public safety, health care and police protection. Hopkins County will provide to Delta County a qualified person as the Local Health Authority to act in such capacity during emergencies, pandemics as otherwise needed.

TERMS & CONDITIONS:

4.1 In consideration of the mutual covenants and agreements, contained herein, as well as other good and valuable concerns the parties agree as follows:

4.2 The term of this agreement shall begin on the 13th day of April, 2020. This agreement cannot be changed, terminated or modified in any manner, other than as provided in the provisions herein outlined in this agreement.

SERVICES AND RESPONSIBILITIES:

5.1 Services provided by the Local Health Authority under this agreement shall be provided by a officer or officers designated, appointed and qualified by Hopkins County. Such Local Health Authority shall remain under the control and supervision of the parties at all times.

5.2 Services to be performed include, but are not limited to the following:

- Establishing, maintaining, and enforcing jurisdictional quarantine orders;
- Aiding local boards of health, local health departments in quarantine inspections, disease prevention and suppression efforts, birth and death statistics, and general sanitation issues within their jurisdiction;
- Reporting the presence of contagious, infectious and dangerous epidemic diseases to local and state authorities;
- Aiding local jurisdictions and boards of health in carrying out public health required rules, ordinances, sanitation laws, quarantine rules, and required reporting of any vital statistics collected.
- Other essential public health services as provided in Chapter 121 of the Local Public Health Reorganization Act of the State of Texas.

5.3 The Local Health Authority shall have access to all available medical information as necessary to carry out the duties of a local health authority and to protect the public's health and safety.

CITY DUTIES:

6.1 All persons and their designees providing services under this agreement shall be acting in the course and scope of their office at all times and while engaged in the performance of the services described herein.

NOTICE:

8.1 Any notice given hereunder shall be in writing and may be affected by personal delivery or by registered or certified mail, return receipt requested, at the address of the respective parties below.

Hopkins County:
 Hon. Robert Newsom
 County Judge Hopkins County
 Hopkins County Courthouse
 Sulphur Springs, Texas 75482

Delta County:
 Hon. Jason Murray
 County Judge Delta County
 Delta County Courthouse
 Cooper, Texas 75432

Each party may change the foregoing addresses by delivering written notice of such change, in accordance with the requirements of this section, to the other parties.

GENERAL PROVISIONS:

9.1 Either party may terminate this agreement. In addition, either party to this contract may consider this agreement to be canceled by giving thirty-day (30) notice in writing to the other party. The agreement will terminate at the end of the thirty-day (30) notice. 9

.2 All parties agree to cooperate with each other at all times during the term herein in order to achieve the purposes and intent of the agreement. Each party acknowledges and represents that their respective governing body has authorized this agreement.

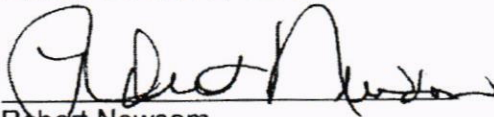
9.3 This document contains the entire agreement between the parties respecting the subject matter herein and supercedes all prior understandings and agreements between the parties regarding such matters. This agreement may not be modified or amended except by written agreement duly executed by all parties involved.

9.4 The parties acknowledge and confirm this agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act of Texas. All terms and provisions herein are to be construed and interpreted consistently with the Act.


9.5 Any clause, sentence, paragraph or article of this agreement which is determined by a court or competent jurisdiction to be invalid, illegal or unenforceable in any respect shall not be deemed to impair, invalidate or nullify the remainder of the agreement.

9.6 This agreement shall be constructed in accordance with the laws and constitution of the State of Texas. The person or persons signing this agreement on behalf of the parties warrant and guarantee to having been duly authorized to execute such contract. Their signatures and date are noted below.

HOPKINS COUNTY, TEXAS

By: 
Robert Newsom
County Judge
Date Signed: 4-13-2020

DELTA COUNTY, TEXAS

By: 
Jason Murray
County Judge
Date Signed: 4-13-20



THE STATE OF TEXAS

Statement of Elected/Appointed Officer

(Please type or print legibly)

I, 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.

A handwritten signature in black ink, appearing to read "Dr. I. L. Balkcom".

Affianted Signature

Dr. I. L. Balkcom

Printed Name

Local Health Authority

Position to Which Elected/Appointed

The word "Delta" written in a cursive, handwritten style.

City and/or County

SWORN TO and subscribed before me by affiant on this 13 day of April 2020.

A handwritten signature in black ink, appearing to read "Jason Murray".

Signature of Person Authorized to Administer
Oaths/Affidavits

Jason Murray

Printed Name

Delta County Judge

Title

(SEAL)



OATH OF OFFICE

For Local Health Authorities in the State of Texas

(Please type or print legibly)

I, do solemnly swear (~~swear~~ 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.

Ichabod Balkcom MD
Affiant

105 Medical Plaza, Sulphur Springs, Texas 75482
Mailing Address ZIP

Office: 903.885.3181 Home: 903. 945. 5350
(Area Code) Phone Number (day and evening)

Ichabod.Balkcom@christushealth.org
Email Address

SWORN TO and subscribed before me this 13 day of April, 2020.

Jason Murray
Signature of Person Administering Oath

(SEAL)

Jason Murray
Printed Name

Delta County Judge
Title

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.

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.



Certificate of Appointment
For a

Local Health Authority
(Please type or print legibly)

I, , acting in ~~Jason Murray~~ 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, Dr. I. L. Balkcom IV, who is licensed by the Texas Board of Medical Examiners, was duly appointed as the Local Health Authority for Delta, Texas.

Date term of office begins , 2020 April 13th


Date term of office ends , 2022, 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 Delta _____ County
 Board of Health for the _____ Public Health District

I certify to the above information on this the 13 day of April, 2020.



Signature of appointing official