

**FEASIBILITY STUDY and GUIDANCE FOR CONSOLIDATION
OF COSHOCTON CITY AND COSHOCTON COUNTY
HEALTH DEPARTMENTS**

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OHIO
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APPALACHIAN RURAL HEALTH INSTITUTE

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Executive Summary

From August 2018 through February 2019, the Appalachian Rural Health Institute (ARHI) in the College of Health Sciences and Professions at Ohio University conducted a feasibility study for consolidating the Coshocton City and County Health Departments. ARHI gathered primary data, interviewed staff, reviewed consolidation plans from other health departments, facilitated a combined staff meeting, and spoke with officials from health departments that had previously undergone consolidation.

After gathering and compiling all the data, ARHI suggests that it is feasible to consolidate the health departments.

There will be challenges to consolidating the health departments. Strategic challenges include developing a strategic plan and governance structure to both guide the transition and contribute to an efficient combined department. Operational challenges exist in ensuring that public health services are maintained during and after a transition, managing personnel, identifying adequate facilities, and communicating with stakeholders.

This report is intended to be a working document. It lays out existing conditions in both health departments in critical areas, identifies some issues to consider if consolidation is recommended, and notes some action items to undertake. The intent is for the document to be used by all involved in consolidation to guide decision-making. Because it quickly became clear that it would be feasible to consolidate health department services, we focused on ways to help with consolidation activities. With this in mind, we included a potential workplan (Appendix A) for consolidation as well as an example of a contract (Appendix B) that identifies important issues to consider.

Background

According to Ohio law, all health departments must be accredited by October 2020. To meet this deadline, health departments had to apply for accreditation by July 1, 2018. In addition, they must undergo training, coordinate a site visit, and upload hundreds of documents to comply with the guidelines for the 12 domains of accreditation. The ongoing accreditation activity is important to keep in mind as discussions about and decisions for consolidation continue. In addition, based on conversations with the Ohio Department of Health, it is possible that the health departments could be granted additional time to comply with accreditation mandates.

The 2017 Coshocton County Health Assessment, completed in June of 2017, served as the canvas for the development of the Coshocton County Community Health Improvement Plan (CCCHIP). The CCCHIP was released in April of 2018, and will be implemented in 2018-2021, a 3-year period. The city and county health departments collaborated on this effort, working with other partner agencies. This activity included analyzing primary and secondary data, documenting how the socio-political climate relates to health outcomes, and determining priority issues. The three priorities areas are: cancer, diabetes, and substance abuse.

The Health Departments worked together to develop goals, objectives and strategies for each health priority of the 2018 CCCHIP. Accreditation activities demonstrate the collaborative nature of the two health departments and serve as an important indicator for success of consolidating public health services.

Feasibility Study Process

When the health departments contacted ARHI, their original goal for the feasibility of combining the health departments. Specifically, ARHI identified the goal of the study:

To assess the feasibility of combining Coshocton City and County Health Departments by using eight critical areas as the framework.

As we began gathering quantitative and qualitative data, it quickly became clear that it would be feasible to consolidate services from the two health departments. This is based on existing conditions in Coshocton and a 20+ year history of consolidations among local health departments across Ohio. With this in mind, we decided to include guidance for consolidation to assist the health departments if a decision to do this is made.

Objectives

Using examples from other feasibility studies in Ohio, ARHI identified specific objectives for eight critical areas.

1. **Governance**

Identify at least one model of governance that could be legally used to guide the operations

of a consolidated health department. This includes assessing the pros and cons of several governance models in accordance with Ohio law (ORC 3709; Appendix C).

2. Legal Issues

Identify the legal issues to consolidating health departments by examining state law and local ordinances as well as current contracts between health departments.

3. Personnel

Identify existing staffing levels and evaluate the personnel needs to ensure adequate public health services for county residents.

4. Finance

Identify current and potential funding sources for the two health departments and assess costs should consolidation occur. This would include costs to consolidate and the impact of consolidation on service costs.

5. Facilities

Identify existing facilities including office space, clinics, equipment, and fleet management. Evaluate the impact of consolidation on all existing facilities and assess future needs.

6. Public Health Services

Identify the current structure of services within the two health departments and assess whether these service levels can be maintained through consolidation. The component will be linked to accreditation activities including the Community Health Improvement Process.

7. Community and Stakeholder Participation

Identify critical organizations and individuals to participate in a potential consolidation and develop a communication and outreach plan.

8. Timetable and Target Dates

Identify a realistic timetable for consolidation with input from key stakeholders and based on the critical areas assessment.

Data Collection

We used a variety of approaches to gather relevant information about the feasibility of combining the health departments including: a) interviews with key informants, b) a staff meeting with all city and county health department employees, c) facilitated sessions with a Steering Committee, d) conversations with other health departments who had undergone consolidation, e) a literature review, and f) primary and secondary data collection.

Guidance for Consolidation

We researched how other health departments have undertaken consolidation and used this information to provide some specific guidance moving forward. This draft is a working document to be used by the Steering Committee and others in making decisions about consolidation. For each criterion, we summarize existing conditions and identify some action items that should be considered related to each.

Governance

Objective: To identify models that will govern a consolidated health department.

The County Health Department is a General Health District according to Ohio Revised Code 3709.01 (Appendix C). The City Health Department is a City Health District. Both health departments have Boards of Health (BOH). The County also is governed by a District Advisory Council (DAC). The DAC consists of township trustees and village mayors. It meets annually and makes BOH appointments, reviews reports, and makes recommendations to the BOH.

According to Ohio Revised Code, there are three approaches to combining health departments:

1. Union of city with general health district (ORC 3709.07)
2. Election to create a single general health district (ORC 3709.071)
3. Contract between boards of health (ORC 3709.08)

1. *Union to Create One Combined Health District*

Description: DAC and City Council vote for union and City health department merges with the County General Health District. The City health department is eliminated, and a contract negotiated between the DAC and City Council (see Appendix A for example). The chief executive of the city is on the DAC. All members have one vote. A combined health district is considered a general health district.

Board of Health. The city BOH is disbanded and the authorized BOH can consist of:

- 1) BOH of original general health district;
- 2) BOH of city; or
- 3) New BOH created and approved by DAC but includes city representation.
The city representative(s) is/are appointed by Mayor and approved by City Council. One member must be a physician.

Resources. The contract (see Appendix A) stipulates financial arrangements between the City to the combined health district.

Personnel Issues. City employees offered position with county in compliance with county benefits and human resources policies. ORC 3709.07 states:

“The service status of any person employed by a city or general health district shall not be affected by the creation of a combined district.”

2. *Election to Create a Single Health District*

Description. At least three percent of the “qualified electors” must sign a petition for the health departments to combine. The petition goes to the board of the county commissioners to certify its language. Standard election procedures are followed and the issue is on the ballot of the next general election. If the ballot issue passes, then the health departments are

combined into a general health district “on the second succeeding January 1” (ORC 3709.071).

Board of Health, resources, and personnel issues are the same as Option 1.

3. *Contract Between Boards of Health*

Description. City and County Boards of Health enter into a contract for services. The director of ODH determines that the County Board of Health can provide the services.

Board of Health. The County Board of Health is the authorized entity and the city BOH is disbanded. The DAC must approve the contract.

Resources. The contract stipulates the expenses paid by the City to the combined health district.

Personnel Issues. The ORC does not specify what happens to existing staff under this scenario.

Action Items

- Decide on the option for consolidation
- Determine governance option
- Determine the structure of the board of health

Legal Issues

Objective: To identify the legal issues to consolidating health departments by examining state law and local ordinances as well as current contracts between health departments.

The County Health District is a political entity like the School District. The city has home rule authority, the county does not. The City Board of Health has full operating authority for the health department including funding, personnel, and other decisions. The City Attorney provides legal counsel to the City Health Department and the County Prosecutor advises the County Health Department.

City Ordinances

Regardless of which option is selected, the city may have to vacate or revise ordinances related to public health including:

1. PART ONE—ADMINISTRATIVE CODE
 - a. 151. Board of Health
2. PART FIVE—GENERAL OFFENSES CODE
 - a. 505.04. Animal Bites; Reports and Quarantine

- b. 505.07. Disposal of Dead Animals
- 3. PART NINE—STREETS, UTILITIES, AND PUBLIC SERVICES CODE
 - a. 947.10. Regulations Governing Water Supply
 - b. 975.04. Burial Permit Required
- 4. PART THIRTEEN—BUILDING CODE
 - a. 1333.01. Nuisance Abatement: Assessment of Costs
- 5. PART SEVENTEEN—HEALTH CODE
 - a. 1701. General Provisions
 - b. 1707. Air Pollution
 - c. 1723. Contagious Diseases
 - d. 1729. Food and Food Products
 - e. 1735. Sewage Disposal Systems

County Legislative Issues

Since the county does not possess home rule authority, it complies with state law. This means that it can only act in accordance with ORC. If an activity is not specified in ORC, then the county does not have the authority to act on it.

State law pertaining to public health duties and authorities in in Title 37 of the Ohio Revised Code; specifically, chapters:

3701: Department of Health

3705: Vital Statistics

3707: Board of Health

3709: Health Districts (Appendix C)

4736: Sanitarians

The responsibilities of local health districts are found in Ohio Administrative Code 3701.36

Contracts

Even though there are no service contracts between the two health departments, there are several contractual issues that would need to be addressed in consolidation, including

- One existing union contract
- Health insurance contracts
- Financial arrangements

Action Items

- Verify contract situation
- Draft a fair and implementable contract
- Work with attorneys to determine if city ordinances would need to be revised or repealed

Personnel

Objective: To identify existing staffing levels and evaluate the personnel needs to ensure adequate public health services for county residents.

Existing Personnel

Personnel Comparisons	
City	County
<i>Full-Time</i>	<i>Full-Time</i>
1. Director of Nursing	1. Director of Nursing
2. Home Health RN	2. Commissioner
3. Home Health RN	3. PHEP Coordinator
4. Public Health RN	4. WIC RN
5. Registrar/Billing Clerk	5. Registrar/Fiscal Officer
6. Director of Environmental Health	6. Environmental Director
	7. Clerk
	8. WIC Director
<i>Part-Time</i>	<i>Part-Time</i>
1. Home Health RN	1. RN - Prenatal
2. Home Health STNA	2. Clerk-Prenatal
3. Home Health STNA	3. WIC Support
4. Home Health STNA	4. WIC Support
5. Home Health STNA	5. Accreditation Coordinator
6. Home Health STNA	6. Medical Director
7. Home Health STNA	7. Child Health Clinic RN
8. Home Health STNA	8. BCMH RN
9. Commissioner	9. WIC Dietician
	10. WIC Peer Consultant

Required Administrative Leadership

Each health district must have the following administrative leadership (OAC 3701.36.03):

1. Health commissioner
2. Registered nurse as nursing director
3. Registered sanitarian as environmental health director
4. Medical director if commissioner is not a licensed physician

Action Items

- Determine leadership structure (example in Appendix D)
- Identify how to address Directors of Nursing and Environmental Health
- Identify attrition

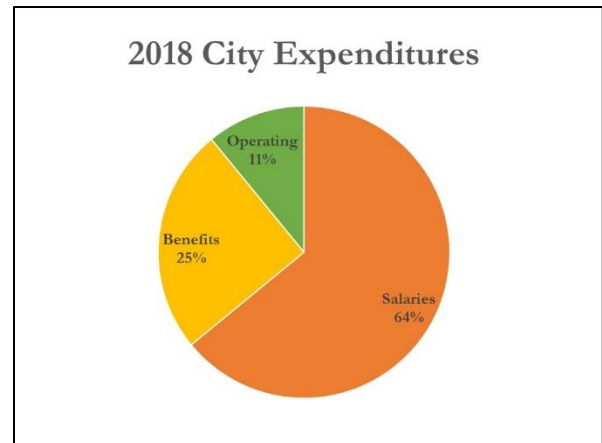
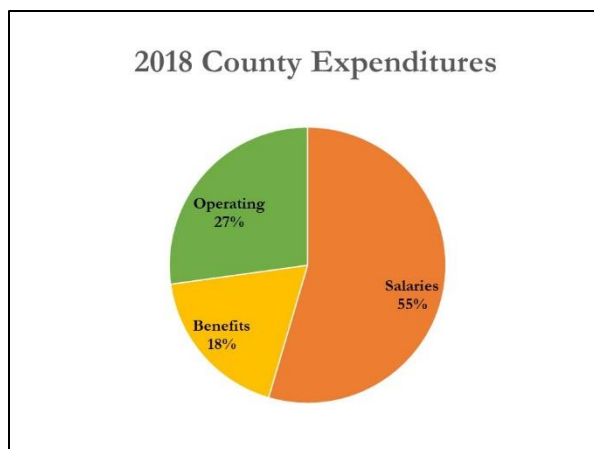
Finances¹

Objective: Identify current and potential funding sources for the two health departments and assess costs should consolidation occur. This would include costs to consolidate and the impact of consolidation on service costs.

Financial and personnel considerations are likely to be the most complex and important components of a consolidation plan. Other health departments that have consolidated caution to plan for the costs of a transitional time period. These costs could include personnel to manage the transition, facilities changes, and many other items. We have provided some guidance and points to consider when it comes to financial planning for consolidation.

Current Financial Conditions

Salaries and benefits are the greatest expenses for both health departments, consuming 73 % of the county budget and 89% of the city budget (including home health). Each health district is required to spend a minimum of three dollars per capita to fund public health services per year (OAC 3701.36.03). In terms of revenue, the main revenue source for the county is property taxes, while the main revenue source for the city is from Vital Statistics.

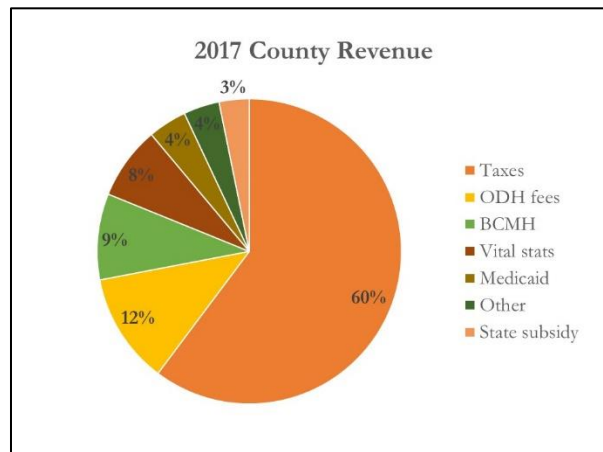
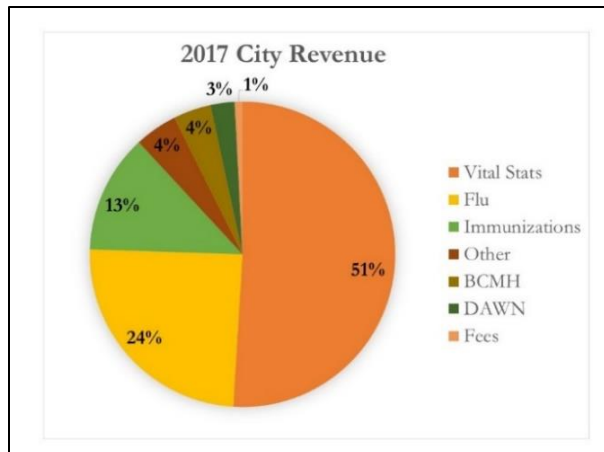


¹ The financial information is based on documents provided by city and county offices and may not be 100% accurate due to varying formats. We have done our best to compile the amounts to represent current financial conditions.

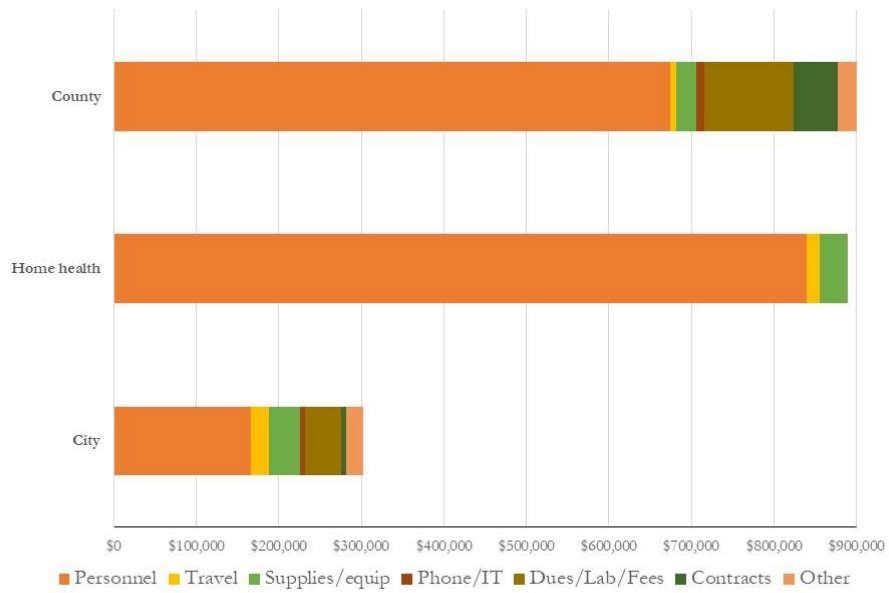
2018 Estimated Personnel Expenses

County	City	Home Health
<ul style="list-style-type: none"> ➤ <i>Wages:</i> <ul style="list-style-type: none"> • \$507,759 ➤ <i>Retirement:</i> <ul style="list-style-type: none"> • \$72,774 ➤ <i>Benefits:</i> <ul style="list-style-type: none"> • \$94,343 	<ul style="list-style-type: none"> ➤ <i>Wages:</i> <ul style="list-style-type: none"> • \$127,100 ➤ <i>Retirement:</i> <ul style="list-style-type: none"> • \$10,000 ➤ <i>Benefits:</i> <ul style="list-style-type: none"> • \$29,475 	<ul style="list-style-type: none"> ➤ <i>Wages:</i> <ul style="list-style-type: none"> • \$635,000 ➤ <i>Retirement:</i> <ul style="list-style-type: none"> • \$70,000 ➤ <i>Benefits:</i> <ul style="list-style-type: none"> • \$135,000
Total: \$674,776	Total: \$166,575	Total: \$840,000

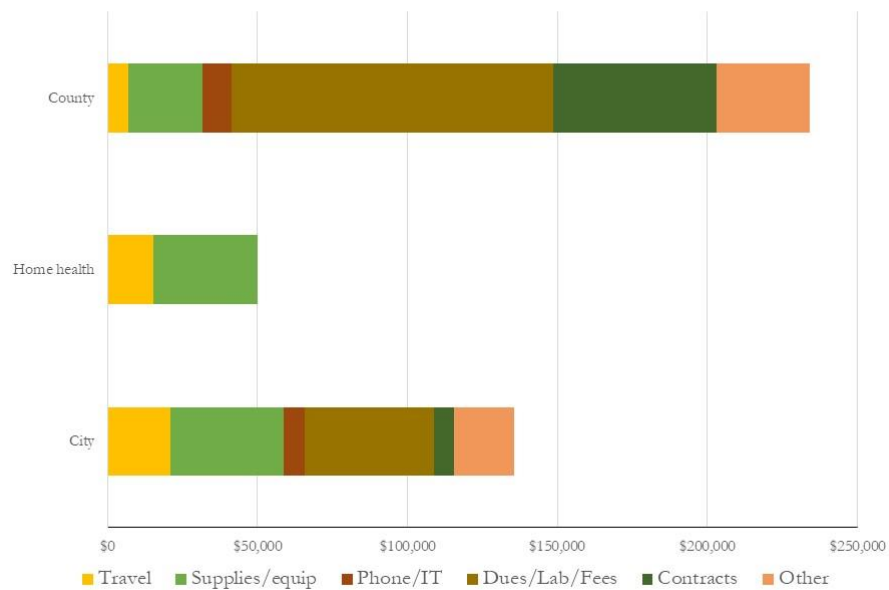
In terms of revenue, the main source of revenue for the city is from services related to vital statistics, followed by immunizations. On the other hand, county revenue mainly comes from property taxes. The state subsidy for the county health department comprises the smallest amount of the district's revenue (\$7,000).



2017 Total Expenses



2017 Non-Personnel Expenses



Financial Impacts of Consolidation: Transition Period

Based on consolidation activities in other health departments in Ohio, there are several costs to consolidation. The items below are examples of anticipated costs during the transition period and may not encompass all potential costs. The Steering Committee or Transition Team should develop a budget for the transition.

- Transition coordinator. It is advisable to identify at least one individual who will coordinate the transition. This could be an existing staff person who is provided additional compensation or is released from some job duties for the duration of the transition. Another approach would be to hire a consultant outside of the health department to coordinate the transitions. There are costs and benefits to both approaches.
- Personnel and staff time. During the transition, existing staff will need to be engaged in implementing the transition activities while maintaining their current job duties. This could include strategic planning, policy development, and public outreach. On a case by case basis, overtime compensation might be warranted for staff who are spending a significant amount of time on transitional issues.
- Facilities expenses. If the health departments consolidate fully and the intent is to house the entire department in one location, there will be moving expenses and perhaps some office configuration expenses to consider. This could include expenses to address information technology needs.
- Existing employee liabilities. It is possible that there will be costs associated with compensating employee severance and leave benefits.
- Communication and outreach. Communicating and advertising about the consolidation should be part of the transitional period. This might include print, social media, and face to face public sessions. This also would include creating materials such as letterhead, social media accounts, websites, and others that identify the name of the combined health department.

Financial Impacts of Consolidation: Post-Transition

It is difficult to estimate the financial impacts of consolidation once it is complete, however, we can use information from other health departments to identify the costs and benefits of consolidation². Overall, most consolidations appear to have resulted in costs savings without sacrificing public health services.

- Personnel and staffing. As other health departments in Ohio have consolidated, they realized some costs savings in terms of administrative personnel needs. However, most health departments saw reductions in personnel costs through attrition.

² See Hoornbeek et. al. 2015. The Impacts of Local Health Department Consolidation on Public Health Expenditures: Evidence from Ohio. *American Journal of Public Health*, 105 (S2): S174-S180.

- Costs per capita. Previous consolidations have led to a reduction in per capita public health expenditures. This is a result of increases in the total population served by one health department, rather than two. Nevertheless, consolidation can lead to financial benefits on per capita expenditures.
- Facilities. The cost savings from combining into one location could include reductions in utilities, maintenance, and communication costs.

Action Items

- Determine who will manage transition
- Create a budget for transition
- Create a way to evaluate financial impacts post-transition

Facilities

Objective: Identify existing facilities including office space, clinics, equipment, and fleet management. Evaluate the impact of consolidation on all existing facilities and assess future needs.

ORC 3709.34 has been interpreted to mean the County Commissioners are only required to provide space to general health districts, but they may provide space to combined health districts. If the Commissioners determine that they will not provide space, then the district will have to assume the operating expenses.

Existing Facilities

The County Health Department is currently housed in the Coshocton County Services building at 724 South 7th Street. The City Health Department shares space in a building at 400 Browns Lane. The table below compares the existing facilities between the two departments and the sketches show the layout of existing space.

	City	County
Total area Square feet (estimates)	2000	8500
Administrative offices	1. Commissioner 2. DON 3. DOE	1. Health Commissioner 2. Fiscal 3. EH 4. DON 4. WIC

	City	County
Staff offices	<ul style="list-style-type: none"> • Home Health (6 desks) • Clinic • Vital Stats 	<ul style="list-style-type: none"> • WIC (3) • MCHC (3) • BCMH (1) • PHEP (1) • Accred (1) • Vital Stas
Reception area	Yes	WIC, MCHC, District Health each have reception areas, areas also serve as file storage areas
Clinical space	Clinic with built in shelves, refrigerator, sink, countertops, examining table. Partial wall separates clinic nurse office with desk, filing cabinets, and copier. Fire exit located in office area.	1 WIC Exam room 3 Prenatal Exam rooms 2 child health clinic rooms
Equipment storage	Vital stats record storage with shelving. <ul style="list-style-type: none"> • Stores birth/death paper records, vital stats equipment, security monitor/computer. Home Health supply closet with shelving. <ul style="list-style-type: none"> • Stores home health supplies, equipment, copier, sharps disposal, home health aide mail boxes Storage closet holds file cabinets of home health records	Two rented self-storage units. <ul style="list-style-type: none"> • Store an emergency preparedness trailer, emergency supplies and equipment. • The units are 12 x 42
Break room	Yes	Yes, also has under counter and wall storage cabinets
Information technology	Main Server located in Health Commissioner's office. MARCS radio located in vital stats office	Electrical closet contains communication switches

	City	County
Fleet storage	No	No
Public parking	Yes. Share parking lot with street dept. staff	Shared public parking lot with the County Services Building and JFS Building
Number of meeting rooms	1-Break room has conference table and chairs for 8 people. Have used for staff meetings, small meetings, etc.	1 Conference Room/D.O.C.
Large meeting room for public meetings	No	No
Other	The back of our building is shared with City Street Department. We have a door in break room that both departments can access to other departments.	4 restrooms

During the all staff meeting on October 5, 2018, several concerns and suggestions were raised related to facilities, including location and adequacy of space.

Location Suggestions from Current Staff

- Find a central location that accommodates all departments and services provided to the community
- Pick a new location with walking access as transportation is an issue for many in this county
- The county services building would probably be the most accommodating for space. WIC & maternal and child health clinic are already in place.
- Put different departments at different locations (i.e. nursing in WIC on one building and environmental all in one building.
- If we stay in current facilities, it will hinder the full benefits of combining health departments.

Space Suggestions from Current Staff

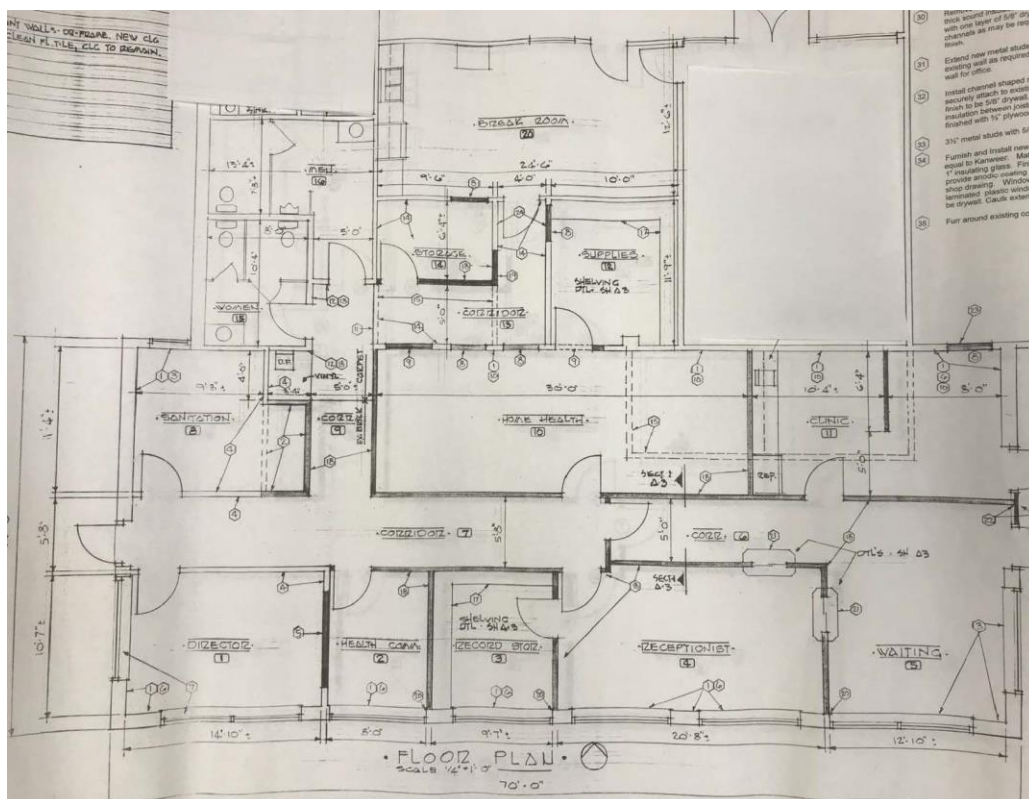
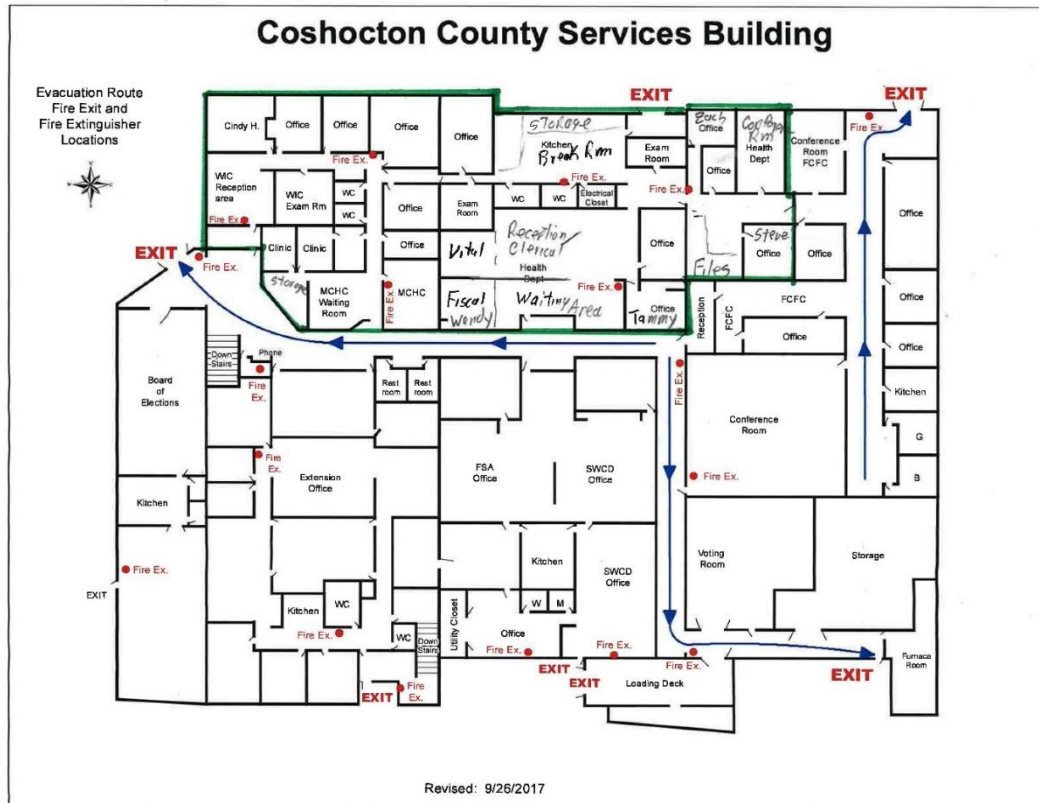
- Current facilities cannot support all services of combined health departments. County building is a county services building combining different agencies.
- District health space could probably easily absorb the additional staff, but where would Home Health be located?
- Existing (county) facility is old and worn out with little space.

Facility Needs

- Administrative offices. At a minimum, a consolidated health department would need offices for: Health Commissioner, EH Director, and Director of Nursing. Additional offices for Vital Statistics, and special programs such as WIC and Home Health.
- Staff offices. Offices for staff should be maintained.
- Reception and public areas. Consolidation could reduce the need for conference space and reception areas.
- Storage. Records and equipment storage should be maintained and adequate for all programs.

Action Items

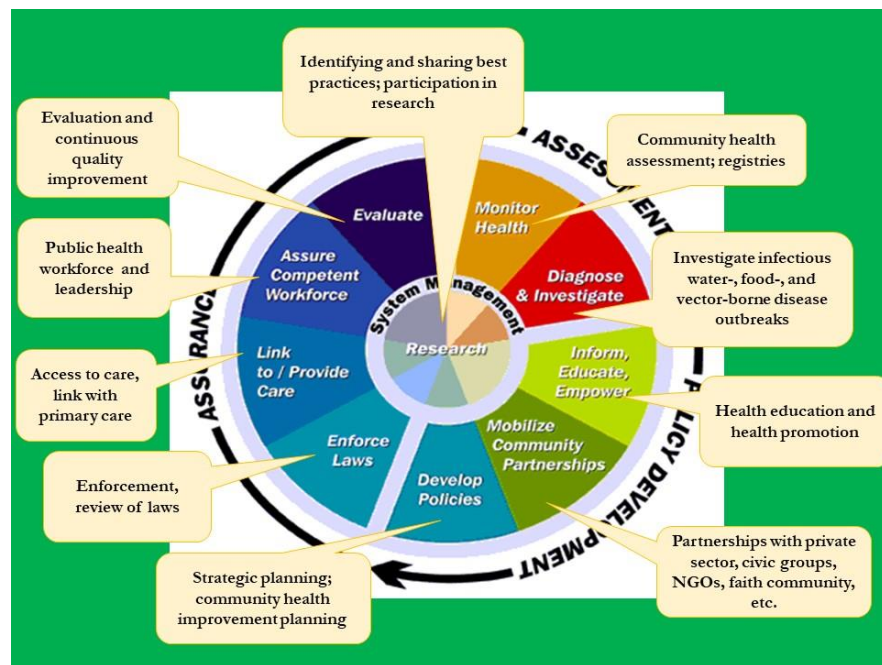
- Determine the location for a consolidated health department, taking into consideration existing circumstances both in terms of space and finances.



Public Health Services

Objective: Identify the current structure of services within the two health departments and assess whether these service levels can be maintained through consolidation. The component will be linked to accreditation activities including the Community Health Improvement Process.

As depicted below, there are 10 essential public health services. These services are the basis for accreditation and provide a framework for programs and policies at health departments.



Current Services

Both health departments are in close communication and coordination regarding provision of essential services. There are some services specific to one health department and some offered through both departments, and there are some services, such as health education that do not currently exist in a robust capacity at either health department. The table below summarizes current conditions related to the essential services and include the following:

- Essential service 1. Vital statistics, adult immunizations, the Children with Medical Handicaps program exist within both departments. The City Health Department provides influenza vaccines to the public and is very busy with this service. The County Health Department only provides influenza vaccines to county employees. Home health is currently coordinated solely through the City Health Department.
- Essential service 2. Environmental health inspections are divided between health departments. There is no one at either health department trained to do lead inspections.

- Essential service 3. Health education is an identified gap. Neither department has a health educator on staff. The only education currently being offered is CPR classes.
- Essential services 4, 8, & 9. Both health departments have worked very closely on accreditation which requires community engagement throughout the process. The City Health Department works with OSU to offer a mobile mammography unit to community members.
- Essential service 5. The County Health department holds the PHEP grant.
- Essential service 6. Both departments coordinate septic and the solid waste program. The County contracts with the Solid Waste District for enforcement.
- Essential service 7. Both departments collaborate on Project DAWN. The County Health Department runs WIC and a prenatal clinic.

PH Services	City	County	Revenue Generating?
ES. 1 Monitor Health	Vital statistics (Registrar)	Vital statistics (Registrar)	Y, fees for records
	Communicable disease (No STDs) (Nursing)	Communicable disease (No STDs) (Nursing)	
	Adult immunizations <ul style="list-style-type: none"> • Pneumonia • HEP A & B • TDAP • MMR • Flu • Allergy (Nursing)	Adult Immunizations (Nursing) Flu—county employees only, some public Child Immunizations	Yes
	Child medical handicaps (BCMH)	Child medical handicaps (Child Health Clinic, 1 PT clerk, 1 PT nurse)	Yes
	Home health (3 FT nurses, 1 FT clerk, 1 fiscal officer, 1 PT nurse, 7 PT aides)		Yes Medicare, Medicaid, Title XX, and private insurance
ES. 2 Diagnose and Investigate	Mosquito control (EH Director)	Public Health Emergency Preparedness (PHEP) (PHEP Coordinator)	
	Environmental Health (EH Director)	Environmental Health (EH Director)	Yes

PH Services	City	County	Revenue Generating?
	<ul style="list-style-type: none"> • Pools • Food service permits • Fair booths • Festivals • Mobile homes • Property investigation 	<ul style="list-style-type: none"> • Food • Water • Sewage • Campground • Pools 	Permits, licenses and fees
ES 3. Health Education	CPR classes		
ES 4. Community Partnerships	Accreditation (CHNA, CHA, CHIP) OSU mobile mammography unit	Accreditation (CHNA, CHA, CHIP)	
ES 5. Develop Policy and Plans	Emergency Preparedness (Participate and assist)	PHEP Grant (PHEP Coordinator) Writes plans to include all county	
ES 6. Enforce Laws and Regulations	Septic Solid waste (EH Director)	Septic Food Water Sewage Campground Pools Solid Waste program (contract with SWD) (EH Director; SIT)	
ES 7. Link people to health services	Project DAWN Order and give out naloxone Public training	Project DAWN Order and give out naloxone Public training	Grant funded
		WIC (FT RN; Clerk; Director, FT; 3 PT staff)	

PH Services	City	County	Revenue Generating?
		Pre Natal Clinic (PT RN)	
ES 8. Assure a competent workforce	Accreditation (Administrator/Commissioner)	Accreditation (Administrator/Commissioner)	Partially-grant funded
ES 9. Evaluation and QI	Accreditation	Accreditation (PT Accreditation coordinator)	Partially-grant funded
ES 10. Research			

Required Services in Ohio

Each health district is required to provide services for health education (OAC 3701.36.03)

All health districts must report data pertaining to (OAC 3701.36.05), these are the required public health services for each district:

1. Births and deaths
2. Communicable disease control
3. Community engagement
4. Emergency preparedness
5. Environmental health services
6. Epidemiology
7. Health promotion and prevention—chronic disease
8. Health promotion and prevention—injury prevention
9. Health promotion and prevention—infant mortality/preterm birth prevention
10. Immunizations
11. Information management and analysis
12. Linking people to health services (Medicaid access)

ODH will assess compliance with reporting requirements and determine whether to release the state subsidy to the district.

Additional Services for Consideration

The following services have been identified during the project as new services that could enhance existing essential services:

1. Annual inspection of backflow (plumbing)
2. Child safety seat instructor training
3. Health Educator
4. Harm reduction and needle exchange
5. Programming for fall reduction in seniors
6. Diabetes education classes
7. Blood draws

Action Items

- Determine the status of Home Health services.
- Identify strategies for providing additional services such as plumbing inspections and health education
- Establish a system for monitoring the impact of consolidation on public health services.

Community and Stakeholder Participation

Objective: Identify critical organizations and individuals to participate in a potential consolidation and develop a communication and outreach plan.

Staff Outreach

All staff from both health departments were invited to participate in facilitated session related to consolidation. Six city health departments staff members and 14 county health department staff members attended this session which was held on October 5, 2018 at the Three Rivers Fire District. A complete summary of this meeting is in Appendix D. Overall input from staff led to the following general conclusions.

- Most do not think consolidation would affect their jobs or are uncertain about whether it would.
- Concerns were raised about specific programs such as Home Health.
- In general, the group was able to generate a list of more benefits of consolidation than costs of consolidation.
- The participants in this staff meeting identified some key questions to be answered and issues to consider if consolidation moves forward including:
 - What the management structure would look like in terms of BOH and organizational chart?

- It will be necessary to create a plan to inform that community about consolidation and this should be considered in the financial assessment.
- A consolidation evaluation process should be established, and specific people should be part of the evaluation.
- Who is going to determine how current positions are affected by consolidation?
- How will phone and internet service be handled?
- Current facilities may not be suitable, and a central location is desirable.
- There are workplace culture issues such as dress code, benefits, and length of workweek that would need to be addressed.

We have done our best to keep staff informed about the feasibility planning process through emails. In general, the participants at the meeting were interested in keeping updated about the process.

Public Outreach

Communications and outreach should begin if a determination is made to consolidate. This should include outreach to stakeholders who will be most affected by consolidation such as:

- Health care providers
- Public served by specific programs such as Home Health, WIC, EH, and vital statistics.
- Other county and city agencies

Action Items

- Identify specific stakeholders for outreach
- Determine who will lead the communication strategy approach and a budget for this.

Timetable and Workplan

Objective: Identify a realistic timetable for consolidation with input from key stakeholders and based on the critical area assessment.

Should consolidation of the health departments be recommended, we suggest that current accreditation activities be taken into consideration in setting up the schedule. The table below shows a summary of key activities that will need to be completed during the transition.

Sample Workplan and Checklist				
Issues/Activity	Responsible party	Activities	Target Date	Date Completed
Governance				
Name of new HD	BOH	Alert ODH and seek funds for consolidation		
BOH composition	DAC, City Council, and Mayor	Determine the number of members to ensure representation from county and city		
Consolidation agreement	County Prosecutor and City Attorney	Negotiate agreement, must be approved by DAC and City Council		
Administrative/organizational structure	BOH	Develop draft for BOH approval		
BUDGET AND FINANCE				
Annual budget	Treasurers, auditors	Create an annual budget for consolidate HD		
Allocation of revenues including levies, fees, and grants	Treasurer's auditors	Examine existing budget and determine how to allocate revenues		
Negotiate fees from city to new HD	BOH and City Council	Make part of the consolidation contract		
PERSONNEL/STAFFING				
Position descriptions	BOH, Health Commissioner and staff	Draft position descriptions		
Personnel policy development	Human resources, staff	Final draft approved by implementation committee		
Administrative services	Collaborating departments in the county	Identify administrative services: IT, financial, and payroll		
Transition from former employer	Human resources, staff and supervisors	Establish a transition schedule		
Negotiated collective bargaining agreements	Employer and union	Address issues of seniority, employment offers to all staff		

Sample Workplan and Checklist				
Issues/Activity	Responsible party	Activities	Target Date	Date Completed
PROGRAMS AND SERVICES				
Program policy and procedure development	Supervisors and staff	Develop policies and procedures for new HD		
Merge data systems	IT, staff	Create on computer system		
TRANSITION ISSUES				
Communication plan	BOH and public outreach personnel	Develop communication materials		
Home health decision	City HD	Determine status of Home Health services		
ASSETS AND FACILITIES				
Establish and equalize common assets from each department	BOH, staff	Inventory current resources and develop resource needs		
Identify facility to address needs	BOH, county commissioners	Locate options of housing consolidated health department		

Action Items

- Complete workplan table
- Establish target dates

Key Challenges

Based on evaluation from other health departments, there are several key challenges and questions to keep in mind moving forward.

Strategic challenges

These challenges include creating the management structure and a strategic plan; ensuring that public trust is at least maintained and maybe even enhanced; and evaluating the process of consolidation.

- New strategic directions
 - What will the BOH look like?
 - What will the management structure look like?
 - What is the organizational chart?
- Building credibility
 - How will the community be engaged during and after consolidation?
- Evaluating the progress
 - Who and how will the consolidation process be evaluated?

Operational challenges

These are the details of consolidation and include integrating staff into one agency; tackling technology challenges; determining facilities needs; addressing cultural differences between city and county; and communicating with staff throughout the consolidation process.

- Integrating employees into one department
 - How are job assignments made?
 - How will duplicate positions be handled?
 - Seniority?
 - Competition?
- Technology
 - Are there compatibility issues with computers and phones?
 - Will phone numbers change?
 - Will technology costs increase?
- Facilities
 - What is the best way to use existing facilities?
 - Will there need to be new facilities?
- Cultural
 - What is the current culture in both health departments and how will this affect integration?
- Communications
 - How to keep stakeholders/staff informed?

APPENDICES

Appendix A

Example Agreement for Establishing a Combined General Health District

(Adapted from Licking County and the City of Newark)

EFFECTIVE DATE:

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1. Preamble
2. Effective Date, Implementation, Continuation, And Termination of Agreement
3. Continuation of Services, Grants, Programs, Etc., Provided by Newark Health District
4. Reporting Period
5. Term
6. District Advisory Council of The Combined General Health District
7. Creation of The Combined General Health District Board
8. Appointment/Term of Office of Members of The Combined General Health District Board
9. Compensation for the Members of the Combined General Board of Health
10. Organization and Administration of the Combined General Health District
11. Budget, Contributions, Fees, Grants and Levies
12. Payments and Allocation of Costs
13. Modifications to Annual Funding Allocation by the City of Newark
14. Transfer of Equipment, Supplies, and Records
15. Employment of Newark City Health Department Employees
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AGREEMENT FOR THE ESTABLISHMENT OF A COMBINED GENERAL HEALTH DISTRICT FOR THE ADMINISTRATION OF HEALTH AND ENVIRONMENTAL SERVICES WITHIN THE GEOGRAPHICAL JURISDICTION OF LICKING COUNTY, OHIO AND FOR DELIVERY OF PUBLIC HEALTH SERVICES TO THE CITY OF NEWARK.

PREAMBLE

WHEREAS, Ohio Revised Code Section 3709.01 provides that each city within the State of Ohio constitutes a health district known as a "city health district" and the townships and villages within each county are combined into a health district known as a "general health district"; and

WHEREAS, Ohio Revised Code Section 3709.07 authorizes one or more city health districts to unite with a general health district in the formation of a single district; and

WHEREAS, It has been proposed that the City of Newark Health District unite with the Licking County Combined General Health District, consisting of the City of Heath Health District, the City of Pataskala Health District, and the Licking County General Health District (comprised of the townships and villages within Licking County, Ohio) in the formation of a combined general health district; and

WHEREAS, the cities of Heath and Pataskala are part of the Licking County Combined General Health District, and the Licking County Health Department provides health and environmental services for and in their respective geographical areas, and

WHEREAS, the Board of Commissioners of Licking County, at a meeting held on ____, did resolve by Resolution No ____ to support the concept of a combined general health agency and urged the District Advisory Council of the Licking County Combined General Health District to support inclusion of the City of Newark Health District into the combined general health district; and

WHEREAS, the District Advisory Council, the governing body of the Licking County General Health District, at a meeting held on ____ did authorize, by a majority affirmative vote, the union of the Newark City Health District, Heath City Health District, Pataskala City Health District, and the Licking County General Health District, for the formation of a combined general health district; and

WHEREAS, the Council of the City of Newark, Ohio, did on ____ by

Resolution/Ordinance ____, by a majority of Council members, resolve/ordain that the Newark City Health District should unite with the Licking County General Health District in the formation of a combined general health district and that the Mayor be and thereby was authorized and directed to enter into the following Agreement with the Chairman of the Licking County General

Health District Advisory Council for a contract providing for the administration of health and environmental affairs in the combined general health district in accordance with the provisions of Section 3709.07, Revised Code of Ohio, and to submit such contract to the City Council for its approval, and

WHEREAS, the Council of the City of Heath, Ohio, did on ____, by Resolution/Ordinance ____ by a majority of the City Council members, resolve/ordain that the Heath City Health District should unite with the Licking County General Health District in the formation of a combined general health district and that the Mayor be and thereby was authorized and directed to enter into the following Agreement with the Chairman of the Licking County General Health District Advisory Council for a contract providing for the administration of health and environmental affairs in the combined general health district in accordance with the provisions of Section 3709.07, Revised Code of Ohio, and to submit such contract to the City Council for its approval; and

WHEREAS, the Council of the City of Pataskala, Ohio, did on ____, by Resolution/Ordinance No. ____ by a majority of the City Council member, resolve/ordain that the Pataskala City Health District should unite with the Licking County General Health District in the formation of a combined general health district and that the Mayor be and thereby was authorized and directed to enter into the following Agreement with the Chairman of the Licking County General Health District Advisory Council for a contract providing for the administration of health and environmental affairs in the combined general health district in accordance with the provisions of Section 3709.07, Revised Code of Ohio, and to submit such contract to the City Council for its approval; and

NOW, THEREFORE, pursuant to the authority granted the Chairman of the Licking County General Health District Advisory Council and the Mayors of the Cities of Newark, Heath, and Pataskala, Ohio, the parties hereto mutually covenant and agree to the establishment of a combined general health district on the following terms and conditions.

1. EFFECTIVE DATE, IMPLEMENTATION, CONTINUATION, AND TERMINATION OF AGREEMENT

The effective date of this contract shall be February 1, 2008, insofar as it relates to the creation and appointment of the combined general health district board and in order to

implement an operational plan as provided in Section 2 below, subject to the terms and conditions set forth herein, for the creation, organization and administration of the combined general health district.

The combined general health district shall be fully operational and assume full administration of health and environmental affairs within the Licking County General Health District and the Health Districts of the Cities of Newark, Heath, and Pataskala as of February 1, 2008, subject to the terms and conditions set forth herein, unless said date is modified in writing by mutual agreement of the parties.

The Licking County General Health District shall, on or prior to February 1, 2008, provide all parties to this Agreement an operational plan for the implementation, creation, organization and administration of the combined general health district subject to the terms and conditions contained in this Agreement (also referred to as "contract"). The Board of Health of the Licking County General Health District and the City of Newark Health District shall cooperate in the transfer of health and environmental services to the combined general health district.

2. CONTINUATION OF SERVICES, GRANTS, PROGRAMS, ETC., PROVIDED BY NEWARK HEALTH DISTRICT

It is the intent of all parties to the Agreement to provide public health services within the County and the current cities in as evenly an equitable distribution as possible. It is also recognized that the City of Newark contributes general fund allocations in order to provide public health services in the City of Newark as well as those provided to current entities within the County and under contract outside the county with which the Newark City Health District contracts and also as are provided at the time of this Agreement. It is the understanding and the agreement of the parties that the Combined General Health District will continue the public health programs and services provided by the City of Newark, at least, at the level provided at the time this Agreement is executed unless the parties agree to modify this Agreement. It is understood and agreed that the services and grants to be continued are those as are identified in Appendix 2 of this Agreement.

Those individuals who are engaged as of the date of this Agreement to provide contractual or grant services (e.g. Medical Doctor, etc.) will have their contracts for services honored and continued for the period of those contracts.

These grants and contracts for services have been made known and identified to the

Licking County Combined General Health District throughout the merger discussions.

In the event a grant or program is no longer available or the funding for services and programs are no longer available, the District shall notify the Newark City Mayor and Council President as soon as possible upon learning of the projected or actual loss of funding. Such information shall also be included in the semi-annual reports and budgets. The Licking County Combined General Health District and the City of Newark may jointly engage in efforts to continue the grants or programs and pursue alternate funding sources.

3. REPORTING PERIOD

The combined general health district board shall at least semi-annually, commencing from the effective date of this Agreement and continuing thereafter throughout the period of this agreement, provide the parties hereto with a written detailed account of the activities of the combined general health district.

4. TERM

The term of this Agreement shall be from the effective date of this Agreement until January 1, 2013 unless otherwise modified in writing by mutual agreement of the parties.

5. DISTRICT ADVISORY COUNCIL OF THE COMBINED GENERAL HEALTH DISTRICT

Pursuant to Ohio Revised Code Section 3709.07, the District Advisory Council of the combined general health district shall consist of the president of the Board of Licking County Commissioners, the chief executive of each village, the mayor of each city, and the president of the board of township trustees of each township, in accordance with Ohio Revised Code Section 3709.03, as such law may be amended from time to time.

6. CREATION OF THE COMBINED GENERAL HEALTH DISTRICT BOARD

Administration of the combined general health district shall be assumed by the combined board of health, consisting of the current board of the Licking County General Health District, with the addition of two voting representatives from the City of Newark. The combined general health district board is hereby and herewith created to organize and administer the combined general health district, as well as, to enforce the health and environmental rules and regulations adopted, applicable and effective within its jurisdictional and geographic boundaries.

7. APPOINTMENT /TERM OF OFFICE OF MEMBERS OF THE COMBINED GENERAL HEALTH DISTRICT BOARD

The combined general health district board shall consist of eleven (11) members who shall serve without pay except that which is provided by the general laws of the State of Ohio as they now or hereafter may exist, to be appointed as follows: five (5) members to be appointed by the District Advisory Council of the members of the Licking County General Health District to represent the territory of Licking County outside of the Cities of Newark, Heath, and Pataskala; one (1) physician member to be appointed by the District Advisory Council of the members of the Licking County General Health District to represent all of Licking County; two (2) members to be appointed by the Mayor of the City of Newark with the approval of the Council to represent the incorporated area of the City of Newark; one (1) member to be appointed by the Mayor of the City of Heath with the approval of Council to represent the incorporated area of the City of Heath; one (1) member to be appointed by the Mayor of the City of Pataskala with the approval of the Council to represent the incorporated area of the City of Pataskala; and, one (1) member to be appointed by the Health District License Advisory Council to represent the regulated entities as authorized under section 3709.41 of the Revised Code.

Members of the combined general health district board shall be residents of the area which they represent.

The terms of existing members of the combined Board of Health of the Licking County General Health District shall continue, without interruption, on the same expiration schedule that existed prior to the entry of the City of Newark into the combined health district. The Mayor of the City of Newark shall appoint, as aforesaid, two (2) members to the combined general health district board for terms of office commencing as of the effective date of this agreement with staggered terms terminating five (5) and three (3) years thereafter, subject to reappointment or new appointments made for succeeding terms.

As the term of each member of the combined general health district board expires the appointing authority shall fill the vacancy created thereby for a five (5) year term. In the event a vacancy is created by death or resignation of a member, or by significant nonattendance by a member as determined by the original appointing authority for such member, the vacancy shall be filled by the original appointing authority for the unexpired term of such member.

The parties hereto acknowledge and agree that if, at any time during the term of this Agreement, the Village of Johnstown, or any other village, attains the status of an incorporated city within the jurisdiction of Licking County, Ohio, and the newly incorporated City elects to

become a party to this Agreement, then the composition of the combined general health district board shall be adjusted to include one (1) additional member to be appointed by the Mayor of the City with the approval of Council to represent the incorporated area of the City as the same shall, from time to time, exist. The City's election to become a party to this combined general health district and any appointment to the combined general health District board shall be subject to the terms and conditions of this Agreement and/or any amendment thereto.

8. COMPENSATION FOR THE MEMBERS OF THE COMBINED GENERAL BOARD OF HEALTH

Members of the combined general board of health shall be compensated for attendance at meetings and/or reimbursed for expenses in accordance with Ohio Revised Code Section 3709.02 as such law may be amended from time to time.

9. ORGANIZATION AND ADMINISTRATION OF THE COMBINED GENERAL HEALTH DISTRICT

The organization of the combined general health district shall be the responsibility of the combined general health district board created, established and appointed in accordance with Sections 6 and 7 of this Agreement. Consistent with this Agreement, the combined general health district board shall also be responsible for administering the health and environmental affairs within the Licking County General Health District, the City of Newark Health District, the City of Heath Health District, and the City of Pataskala Health District as provided by the laws of the State of Ohio. The combined general health district board may adopt rules and regulations for the purposes of administering such health and environmental affairs as authorized by law. The rules and regulations adopted or enacted by the combined general health district board shall be enforceable throughout its geographical jurisdiction as applicable.

The combined general health district board shall appoint a Health Commissioner who shall be the Chief Administrative Officer of the combined general health district. The Health Commissioner shall be responsible for the organization and administration of the combined general health district subject to the approval of, pursuant to the directives of and consistent with the rules and regulations adopted or enacted by the combined general health district board.

The combined general health district board is hereby authorized to contract with the City of Newark, the Licking County Board of Commissioners and/or any other person(s) or entity for the purposes of purchasing or leasing equipment, office space or any other service or item the combined general health district board deems necessary to

implement this Agreement and carry out the function of administering health and environmental affairs within the combined general health district.

Nothing contained herein shall be construed to limit the power or the authority of the combined general health district board or the Health Commissioner in administering the duties of the combined general health district provided such administration of duties does not reduce the services to be provided the townships and villages which comprise the Licking County General Health District, or the services to be provided generally throughout the respective city health districts.

10. BUDGET, CONTRIBUTIONS, FEES, GRANTS AND LEVIES

The combined general health district board shall, no later than March 31st of each year, establish and approve a combined general health district budget for the following fiscal year. The fiscal year of the combined general health district shall be from January 1 through December 31.

The combined general health district board shall also identify within the combined general health district budget the intergovernmental revenue amount. The intergovernmental revenue amount is defined as the total district budget minus grant revenues (projected and actual), fee revenues, and all other funding sources. The resulting intergovernmental revenue portion of the combined general health district budget shall be apportioned among the parties to this agreement as follows.

The City of Newark shall provide the amounts specified for the years of this Agreement as set forth in Appendix I and section 11 of the total intergovernmental revenue. The villages and townships of Licking County, Ohio, through the District Advisory Council of the Licking County General Health District, the City of Pataskala, and the City of Heath shall provide the remaining portion of the total intergovernmental revenue.

All fees and grants currently collected by the City of Newark through the activities of the Newark City Health Department shall, from the effective date of the Agreement, be payable to or collected by the combined general health district, unless prohibited by law.

The proceeds from any levies which the combined general health district may be empowered to levy and does so levy, may be used to reduce the contribution from the City of Newark. The City of Newark may continue general fund contributions above that level if it so chooses.

The budget for the operation of the combined general health district shall be estimated

by the Board of Health and subject to approval by the Licking County Budget Commission. Any unusual or unexpected expenditures over or under the previous year's expenditures, shall be noted and considered.

The estimated budget shall be submitted to the Newark City Auditor and Mayor by May 1 of each year. At the request of any of the parties, they shall meet and supply requested documentation and/or explanations in order to develop an acceptable budget.

Upon request of the Newark City Mayor or Newark City Council, representatives of the combined general health district shall meet to provide information and respond to questions regarding the operations and expenditures of the District and supply documentation regarding programs and expenditures.

11. PAYMENTS AND ALLOCATION OF COSTS

Except for the Cities of Newark, Heath, and Pataskala, the parties to this Agreement hereby agree and authorize the Licking County Auditor to deduct each party's share of the intergovernmental revenue directly from the real estate settlement. The City of Newark shall transfer at least one-half of the annual funding allocation to the combined general health district no later than April 1 of each year, with the remainder of the funding allocation to be transferred no later than October 1 of the same year. However, during the initial year, a payment of \$100,000 will be paid to the combined general health district by February 15, 2008. The remainder of the allocation during the first year will be paid in one half increments by April 1, 2008 and October 1, 2008. The funding shall be as set forth in Appendix 1 to this Agreement.

12. MODIFICATIONS TO ANNUAL FUNDING ALLOCATION BY THE CITY OF NEWARK

Either the City of Newark or the combined general health district may propose, subject to agreement by the parties, to modify the annual funding contributions.

13. TRANSFER OF EQUIPMENT, SUPPLIES, AND RECORDS

The City of Newark, and the Newark City Health District, shall transfer all equipment, supplies, and records, currently assigned to, or owned by the Newark City Health Department, to the Licking County Combined General Health District except the VOIP telephone system and other equipment not specifically identified in the inventory list supplied by the City to the combined general health district before January 15, 2008. In the event that the Licking County Combined General Health District elects to dispose of equipment transferred from the City of Newark within 3 years of the effective date of this agreement, the District shall notify the

Mayor and the Mayor shall have the option to request that the equipment be transferred back to the City of Newark, at which time such equipment will be removed from the health department inventory.

14. EMPLOYMENT OF NEWARK CITY HEALTH DEPARTMENT EMPLOYEES

The Licking County Combined General Health District Board shall employ all employees of the Newark City Health Department employed at the time of authorization of this Agreement with the exception of the City Health Commissioner and Environmental Health Director.

Such employment shall include the conditions included in the collective bargaining contract between the Newark City Board of Health and Local 2963 an Ohio Council 8, AFSCME, AFL- CIO, effective January 1, 2007 through December 31, 2009. The Licking County Combined General Health District recognizes the Union as the exclusive bargaining representative of the former Newark City Health District employees that it is authorized to represent at the time of this Agreement.

At the time of transfer the City will convert all accumulated comp time to a cash payment, and shall offer to all employees the opportunity to convert their accumulated unused vacation leave (or a portion of their leave) to a cash payment. The District shall receive funds from the City of Newark equivalent to the balance of vacation leave transferred with the employees.

15. TERMINATION

Any party may withdraw from, and thereby terminate said party's obligations under, this Agreement by giving written notice of such intent to withdraw to the combined general health district board. Such written notice must be given more than one (1) year in advance of the effective date of withdrawal from this Agreement. During the period between the submission of the written notice of withdrawal to the combined general health district board and the effective date of the withdrawal from this Agreement, the withdrawing party shall be bound by the full force and effect of this Agreement.

The combined general health district board may, by an affirmative vote of a majority of its members, elect to disband the combined general health district and thereby terminate this Agreement. In the event that the combined general health district board elects to disband the combined general health district and terminate this Agreement, such disbandment and termination shall be fully implemented and effective no less than one (1) year from the date of the combined general health district board's election for such action. During the period between the combined general health district board's election to disband the combined general health district and terminate this Agreement and the effective date to fully implement

such action, all parties to this agreement shall remain bound by the full force and effect of this Agreement.

It is the understanding and intent of the parties that at the dissolution (disbanding) or termination of this Agreement by either the City of Newark or the general health district board of the combined general health district or at any time the City of Newark withdraws from the combined general health district that the City of Newark will have restored to it properties, equipment, and supplies listed in the inventory list provided for in section 13, (and any and all replacements) excluding items disposed of according to Section 13 above, at the level, quality, and amounts contributed to the combined general health district at the time Newark joined the District.

If this Agreement is terminated, all parties to the Agreement agree to assign or transfer to the City of Newark those programs, services and grants as were in effect and transferred to the combined general health district at the time the programs, services and grants were originally assigned. Those programs, services and grants are and will be as identified in Appendix 2.

Additionally, those employees in the positions as of the union of the Districts which were transferred shall be transferred back to the City of Newark in the event this Agreement is terminated.

16. LEGAL ADVISOR

The Licking County Prosecutor's Office shall be the legal advisor of the combined general health district.

17. MISCELLANEOUS

- A. This agreement constitutes the entire understanding between parties hereto relating to the matters herein contained.
- B. This agreement shall be construed and enforced pursuant to the laws of the State of Ohio.
- C. No amendments, modifications or variations of the terms and conditions of this agreement shall be valid unless the same are in writing and approved and signed by the parties hereto.
- D. This agreement shall be binding upon and shall inure the benefit of the parties hereto, and their successors and assigns.
- E. If any provision of this agreement shall be or become illegal or unenforceable, in whole or in part for any reason whatsoever, the remaining provisions shall nevertheless remain valid, binding, and subsisting,
- F. The terms and conditions of the agreement shall not inure the benefit of any third party or parties.

- G. The headings and titles of several sections, provisions, and clauses of this agreement are for convenience only and do not define, limit or construe the contents of this agreement.
- H. The parties represent to each other that, by their respective execution of this agreement, they have obtained all necessary consents and approvals required for their respective execution and performance thereof.

SIGNATORIES

1. City official (Mayor)
2. District Advisory Council
3. County representative
4. City Council representative
5. Ohio Department of Health

ATTACHMENT(S)

- Annual funding allocation by the city for term of the agreement (i.e. 5 years)

Appendix B

ORC 3709.07 Union of city with general health districts.

Except as provided in section [3709.071](#) of the Revised Code, when it is proposed that one or more city health districts unite with a general health district in the formation of a single district, the district advisory council of the general health district shall meet and vote on the question of union. It shall require a majority affirmative vote of the members of the district advisory council to carry the question. The legislative authority of each city shall likewise vote on the question. A majority voting affirmatively shall be required for approval. When the majority of the district advisory council and the legislative authority have voted affirmatively, the chair of the council and the chief executive of each city shall enter into a contract for the administration of health affairs in the combined district. Such contract shall state the proportion of the expenses of the board of health or health department of the combined district to be paid by the city or cities and by the original general health district. The contract may provide that the administration of the combined district shall be taken over by either the board of health or health department of one of the cities, by the board of health of the general health district, or by a combined board of health. Such contract shall prescribe the date on which such change of administration shall be made. A copy of such contract shall be filed with the director of health.

The combined district shall constitute a general health district, and the board of health or health department of the city, the board of health of the original general health district, or the combined board of health, as may be agreed in the contract, shall have, within the combined district, all the powers granted to, and perform all the duties required of, the board of health of a general health district.

The district advisory council of the combined general health district shall consist of the members of the district advisory council of the original general health district and the chief executive of each city constituting a city health district, each member having one vote.

If the contract provides that the administration of the combined district shall be taken over by a combined board of health, rather than the board of health of the original health district, the contract shall set forth the number of members of such board, their terms of office, and the manner of appointment or election of officers. One of the members of such combined board of health shall be a physician, and one member shall be an individual appointed by the health district licensing council, if such council is established under section [3709.41](#) of the Revised Code. The contract may also provide for the representation of areas by one or more members and shall, in such event, specify the territory to be included in each such area.

The appointment of any member of the combined board who is designated by the provisions of the contract to represent a city shall be made by the chief executive and approved by the legislative authority of such city. If a member is designated by the contract to represent more than one city, the member shall be appointed by majority vote of the chief executives of all cities included in any such area. Except for the member appointed by the health district licensing council, if such council is established, the appointment of all members of the combined board who are designated to represent the balance of the district shall be made by the district advisory council.

The service status of any person employed by a city or general health district shall not be affected by the creation of a combined district.

Amended by 131st General Assembly File No. TBD, HB 64, §101.01, eff. 9/29/2015.

Effective Date: 11-21-2001 .

Appendix C

Sample Organizational Structure for Combined Health District

