

## **PARTICIPATION AGREEMENT FOR SHARED SERVICES BY ADDITIONAL LOCAL HEALTH DISTRICT**

This Agreement is by and between the Board of Health of the Galion City Health Department with its offices located at 113 Harding Way East, Galion, OH 44833 and the Local Health Services Collaborative, LLC with its offices located at 110A Northwoods Boulevard, Columbus, Ohio 43235 and shall be effective upon the date of last execution hereof.

### **R E C I T A L S**

WHEREAS, the Local Health District is a city or general health district that, pursuant to Ohio Revised Code section 3709.38, pays the annual dues for the health commissioner's membership in the Association of Ohio Health Commissioners ("AOHC"), a not-for-profit Ohio Corporation.

WHEREAS, the AOHC has organized the Local Health Services Collaborative, LLC, to manage credentialing services for local health district members, provide billing services, and negotiate insurance contracting with private insurers ("Services"). The AOHC is the sole Member of the Local Health Services Collaborative, LLC, an Ohio limited liability company.

WHEREAS, pursuant to the Declaration of the Sole Member, the Local Health Services Collaborative, LLC, is managed by Managers and the Managers are Health Commissioners of the participating (Charter or additional) local health districts.

WHEREAS, the Galion City Health Department is in need of the Services provided by the Local Health Services Collaborative, LLC.

WHEREAS, pursuant to Ohio Revised Code Section 9.482, the Galion City Health Department may enter into this agreement for shared services.

WHEREAS, pursuant to Ohio Revised Code § 3709.282<sup>1</sup>, the Galion City Health Department may participate in, receive or give financial and other assistance, and cooperate with other agencies or organizations, either private or governmental, including the Local Health Services Collaborative, LLC, in establishing and operating any federal program.

WHEREAS, this contract shall establish the services provided by Local Health Services Collaborative, LLC, and the roles and duties of the the Galion City Health Department.

Now, therefore, the foregoing recitals are incorporated herein by reference and the Parties agree as follows:

1. The Health Commissioner may serve as a Manager of the Local Health Services Collaborative, LLC if elected by a majority of the Managers.

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<sup>1</sup> The federal programs may include, but are not limited to: Medicare; Medicaid; Vaccines for Children; HIPAA; Health Information Technology for Economic and Clinical Health Act (EHR, EMR); and the Affordable Care Act.

2. If elected, the Health Commissioner, the Galion City Health Department, and the AOHC, as the sole Member of the Local Health Services Collaborative, LLC, shall be bound by the terms of the Declaration of Sole Member of the Local Health Services Collaborative, LLC, attached hereto and incorporated as Exhibit A.
3. The Local Health Services Collaborative, LLC shall provide Services to the Galion City Health Department.
4. The Board of Health of Galion City Health Department shall provide and be responsible for its provision of clinical services and shall comply with all rules and procedures established by the Local Health Services Collaborative, LLC in utilization of its Services.
5. The Galion City Health Department shall pay the Local Health Services Collaborative, LLC for the Services pursuant to the fee schedule, attached as Exhibit B.
6. This Agreement represents the entire agreement of the parties as to its subject matter and supersedes all other prior written or oral understandings.
7. This Agreement becomes effective at the time of signing by both parties (the "Effective Date") and shall remain in effect, subject to an annual appropriation, until terminated in the manner described below.
8. This Agreement may be terminated by the affirmative vote of not less than two-thirds of the Managers or by action of the Member pursuant to the Declaration of the Sole Member ("Declaration"). The Galion City Health Department may withdraw from the Local Health Services Collaborative, LLC by providing written notice of such intent not less than ninety (90) days in advance of the desired date of withdrawal. In the event of withdrawal or expulsion from the Local Health Services Collaborative, LLC, all terms of this Agreement shall remain in effect with respect to all other Local Health Districts.
9. The Galion City Health Department acknowledges that substantial capital investments may be made and other long term obligations may be undertaken by the Local Health Services Collaborative, LLC for projects in the expectation that all Local Health Districts will continue as participants. In recognition of this, the Galion City Health Department may, pursuant to the By-Laws adopted by the Local Health Services Collaborative, LLC, withdraw without further obligation. If the Galion City Health Department withdraws or is expelled pursuant to the Declaration at a time other than a time established in the By-Laws, the Board of Health agrees to pay to the Local Health Services Collaborative, LLC the amount(s) set forth or established in Exhibit B. Upon the

expulsion or permitted withdrawal of the Local Health District, such Local Health District shall have no further rights under this Agreement.

10. Written notices and other communication required to be given under this Agreement shall be sufficient if delivered personally or mailed by certified mail with return receipt requested with proper postage to the Boards of Health and the Local Health Services Collaborative, LLC, at their respective addresses set forth below.
11. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio.
12. If any provision of this Agreement is in any way unenforceable, such provision shall be deemed stricken from this Agreement and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.

Wherefore, the undersigned, pursuant to the authorization of the Board of Health of the Galion City Health Department and the AOHC, as the sole Member of the Local Health Services Collaborative, LLC, execute this Agreement, which Agreement shall become effective as of the date of last execution hereof.

Galion City Health Department

  
Health Commissioner

Date: 11/12/2024

Local Health Services Collaborative, LLC

  
On behalf of the AOHC  
As Sole Member

Date: 11/13/2024