

**IN THE MATTER OF AUTHORIZING THE COUNTY AUDITOR TO DRAW WARRANTS FOR THEN AND NOW CERTIFICATE PAYMENTS.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of May, 2017.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the practice of using "Then and Now Certificates" has been instituted by the County Auditor.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio, the taxing authority for Auglaize County, having thirty (30) days to approve payment by resolution from receipt of "Then and Now Certificates", does hereby approve the following:

<u>Check #</u>	<u>Amount</u>	<u>Vendor</u>
414799	\$ 328.00	Treasurer, State of Ohio
414813	\$ 107.58	Mile Creek
414814	\$14,695.00	Red River Specialties
414821	\$ 251.85	Neopost
414829	\$ 295.25	Treasurer, State of Ohio
414870	\$ 368.27	Minster Bank
414873	\$10,465.15	WOCAP
414879	\$50,750.00	Civica CMI
414882	\$ 190.78	U.S. Bank Equipment
414887	\$ 233.00	Hearn Law Office

Commissioner Regula seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
18th day  
May, 2017

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

*John N. Bergman*  
John N. Bergman

*Douglas A. Spencer*  
Douglas A. Spencer

*Don Regula*  
Don Regula

✓ cc: County Auditor

**IN THE MATTER OF RATIFYING THE EXECUTION OF THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES (ODJFS) AND OHIO DEPARTMENT OF MEDICAID (ODM) SUBGRANT AGREEMENT.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of May,

2017.

Commissioner Spencer the adoption of the following:

**RESOLUTION**

**WHEREAS**, the intent of this subgrant agreement is to establish between ODJFS, ODM and the Board of County Commissioners the relationship of “pass-through entities” as those terms are used in OMB 2 CFR 200, promulgated by the United States Office of Management and Budget (OMB); and,

**WHEREAS**, Subgrant Agreement is applicable to all subawards by ODJFS and ODM to Auglaize County for the operation of the Auglaize County Department of Job & Family Services (ACDJFS) that is a combined agency and performs all ACDJFS duties set forth in ORC Section 329.04, and all public services agency (PCSA) duties and all child support enforcement agency (CSEA) duties. Subawards subject to this Subgrant Agreement include all subawards of grant awards to the State of Ohio by the United States Department of Health and Human Services (DHHS) and the United States Department of Agriculture (USDA); and,

**WHEREAS**, in order for counties to continue to receive human services funding through the state, and continue to provide the vital services needed by Ohio’s most vulnerable population, the counties must sign this subgrant agreement; and,

**WHEREAS**, the subgrant agreement includes language to help ensure counties remain in compliance with federal and state law, such as provisions that require ODJFS and ODM to provide technical assistance, training and monitoring to counties; and,

**WHEREAS**, the effective dates of this Subgrant Agreement is from July 1, 2017 through June 30, 2019.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio does hereby agree to and does hereby authorize the execution of the ODJFS and ODM subgrant agreement.

Commissioner Regula seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
18th day of  
May, 2017

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, yes  
Douglas A. Spencer

Don Regula, yes  
Don Regula

/cc: County Department of Job & Family Services –  
Michael Morrow

**IN THE MATTER OF AUTHORIZING THE AUGLAIZE BOARD OF COMMISSIONERS TO FILE A PRE- AND FULL APPLICATION TO THE STATE OF OHIO, OHIO DEVELOPMENT SERVICES AGENCY TO PARTICIPATE IN THE COMMUNITY DEVELOPMENT BLOCK GRANT ECONOMIC DEVELOPMENT (CDBG ED) LOAN AND PUBLIC INFRASTRUCTURE GRANT PROGRAM FOR INFRASTRUCTURE IMPROVEMENTS IN THE VILLAGE OF CRIDERSVILLE.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day May, 2017.

Commissioner Speva moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the State of Ohio, Development Services Agency, provides financial assistance to local governments for the purpose of addressing local economic development needs; and,

**WHEREAS**, the Village of Cridersville has requested that Auglaize County assist said Village in obtaining a CDBG-ED grant, on behalf of Triskele LLC for infrastructure improvements associated with the company's project; and,

**WHEREAS**, the proposed project will include off-site infrastructure improvements, new building construction, site improvements, demolition, fixtures/restaurant equipment, general construction requirements, fees and working capital on vacant land owned by Triskele LLC. These improvements which will create 54 FTE jobs and 28 LMI jobs; and,

**WHEREAS**, the Auglaize County Commissioner have the authority to apply for financial assistance and to administer the amounts received from the State of Ohio, Development Services Agency, through its State Community Development Block Grant Economic Development Loan and Public Infrastructure Grant Program for County projects and/or for projects that are proposed in Villages, which must apply through the County for the Economic Development assistance; and,

**WHEREAS**, the Auglaize County Commissioners must direct and authorize the Board President to act in connection with the Application and to provide such additional information as may be required.

**NOW, THEREFORE, BE IT RESOLVED**, by the Auglaize County Commissioners, Auglaize County, Ohio \_ that all members thereof concurring:

**Section 1.** That the Board of Auglaize County Commissioners authorize John N. Bergman, Board President, as the official representative of the County's Application on behalf of the Village of Cridersville, to participate in the State of Ohio, Development Services Agency, State Community Development Block Grant Economic Development Loan and Public Infrastructure Grant Program, and provide all information and documentation required in said Pre- and Full- Application for submission.

**Section 2.** That the Auglaize County Commissioners hereby approve filing an application for financial assistance on behalf of the Village of Cridersville, under the Ohio State Community Development Block Grant Economic Development Loan and Public Infrastructure Grant Program, up to \$400,000.

**Section 3.** That the Auglaize County Commissioners hereby understand and agree that participation in the program will require compliance with program guidelines and assurances.

**Section 4.** That the Auglaize County Commissioners understand that the local share funding as described in the application is to be provided from the Triskele LLC and that the Commissioners are not obligated financially to contribute toward the public infrastructure improvements proposed in the Village of Cridersville.

Commissioner Regula seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
18th day of  
May, 2017

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, yes  
Douglas A. Spencer

Don Regula, yes  
Don Regula

**IN THE MATTER OF APPROVING THE WELLSRIPT WORKSITE WELLNESS PROGRAM AGREEMENT BETWEEN JOINT TOWNSHIP DISTRICT MEMORIAL HOSPITAL (JTDMH) AND AUGLAIZE COUNTY.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of May, 2017.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Joint Township District Memorial Hospital (JTDMH) provides a health promotion program designed for the workplace called *WellScript* and Auglaize County would like to retain JTDMH to provide the services described herein (the “*WellScript* Services”) to its employees and spouses; and,

**WHEREAS**, the initial term of the Agreement shall be for 12 months beginning on the May 15, 2017 (the “Effective Date”). Thereafter, the Agreement shall automatically renew on the one-year anniversary of the Effective Date, and each one-year anniversary thereafter unless either party notifies the other in writing of its intent not to renew at least 30 days prior to the end of the term then in progress, in which case the Agreement shall terminate at the end of the term then in progress; and,

**WHEREAS**, Auglaize County shall pay JTDMH the following fees for the *WellScript* Services:

- \$55 (Premium 1 Web Portal) per registered participant per Screening performed by JTDMH.

**THEREFORE BE IT RESOLVED**, that the Board of County Commissioners, Auglaize County, Ohio does hereby approve the *WellScript* Worksite Wellness Program Agreement as mentioned above; and,

**BE IT FURTHER RESOLVED** that the Board authorizes the President of the Board to execute said agreement.

Commissioner Regula seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
18th day of  
May, 2017

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman  
John N. Bergman

Douglas A. Spencer  
Douglas A. Spencer

Don Regula  
Don Regula

cc: JTDMH – Lesia Arnett

WELLSCRIPT

WORKSITE WELLNESS PROGRAM AGREEMENT

BETWEEN

Joint Township District Memorial Hospital AND Auglaize County

This agreement (the "Agreement") is made and entered into as of May 15, 2017 (the "Effective Date"), by and between Joint Township District Memorial Hospital ("JTDMMH"), and the company noted above ("Company").

The parties agree as follows:

**1. Introduction**

JTDMMH provides a health promotion program designed for the workplace called WellScript. The Company would like to retain JTDMMH to provide the services described herein (the "WellScript Services") to its employees (*and spouses, optional*). JTDMMH is willing to provide the WellScript Services on the terms and conditions of this Agreement.

**2. WellScript Services**

- A. Consultation and assistance to the Company in the design and implementation of a workplace wellness program, to include the following benchmarks, as designed by the Wellness Council of America:
- 1) Capturing senior level support
  - 2) Creating a wellness team and/or leader
  - 3) Collecting data to drive a results-oriented wellness initiative
  - 4) Crafting an annual operating plan
  - 5) Creating a supportive health promoting environment
  - 6) Choosing appropriate interventions
  - 7) Carefully evaluating program outcomes
- B. Performance of annual on-site health screenings, which will include the provision of Health Risk Assessments ("HRAs"), biometrics and/or lab screening tests (a "Screening" or collectively, "Screenings"), as described in the attached Addendum A. Each participant will receive an individualized report of the participant's Screening results through the web portal, which the participant may print or save as a pdf file. The Company will receive summary reports that compile the results from all Screenings (minimum of 30 participants required to produce these summary reports). These summary reports will include aggregate data only and will not disclose any individual employee health risks. The findings will be presented to the Company, along with



- recommendations for health promotion activities and interventions appropriate for your workplace and employee population.
- C. Regular on-site visits from a Health Promotion Coordinator to provide continuing support to the Company's wellness leader and/or team in the development of interventions, wellness challenges, incentives, workplace policies, etc. The Health Promotion Coordinator will also assist in the development of tools to collect data on employee interests, participation, satisfaction and outcome of the Company's wellness initiatives and activities.

3. **Responsibilities of Company Client:**

- A. The Company shall provide adequate space and facilities as may be required for the planning and implementation of program development meetings, group education sessions, Screenings and individual consultations.
- B. The Company will work with JTDMMH to schedule an appropriate date and time for the Screenings. The Company shall, no later than fourteen (14) days prior to the scheduled Screenings, provide JTDMMH with a written estimate of the number of individuals expected to participate to assure proper staffing levels. A minimum of 10 participants is required in order to provide an on-site screening. Cancellations of on-site screenings must be received a minimum of 10 days in advance to avoid a cancellation fee.
- C. The Company shall pay for the WellScript Services, as set forth in Section 4 below.
- D. The Company shall cooperate fully with JTDMMH in implementing and fulfilling its obligations under this Agreement, including but not limited to, notifying employees of the WellScript Services offered by JTDMMH and providing necessary internal and external publications and communications appropriate for the promotion of the WellScript Services. JTDMMH will provide sample materials, posters and flyers to assist in these efforts. The Company shall seek and obtain written approval from JTDMMH before distributing any written communication materials that identify JTDMMH by name, logo or other mark.
- E. The Company shall provide JTDMMH with a secure electronic eligibility file if requested of all covered employees (and spouses, if applicable), along with such information as is necessary to enable JTDMMH to verify the identity of employees (and spouses, if applicable) eligible to receive the WellScript Services.
- F. It is the sole responsibility of the Company to ensure that its wellness program is in compliance with applicable federal, state and local laws and regulations including, but not limited to, ERISA, HIPAA, ADA, GINA, and the IRC.
- G. The Company shall have sole responsibility for deciding any claims and appeals that arise under its wellness program. JTDMMH does not and will not process, decide or otherwise take action with respect to any claims or appeals arising from the Company's wellness program.
- H. The Company acknowledges that JTDMMH is not obligated to and shall not (i) serve in the capacity of a fiduciary under ERISA; or (ii) exercise any discretionary authority with respect to the design, implementation or administration of the Company's wellness program.



WELLScript  
BUILDING HEALTHIER COMPANIES



St. Rita's Medical Center  
GRAND LAKE  
HOSPITAL SYSTEM



Dan West County  
Hospital

4. **Service Fees:**

The Company shall pay JTDMH the following fees for the WellScript Services:

- \_\_\_ x \_\_\_ \$55 (Premium 1 Web Portal) per registered participant per Screening performed by JTDMH
- \_\_\_ \$65 (Premium 2 Web Portal) per registered participant, per year, per Screening performed by JTDMH
- \_\_\_ \$150 per month for on-site Health Promotion Coordinator support. For companies with multiple sites, or for schools who are not in session 12 months per year, the following arrangements are agreed upon for on-site support and billing arrangements:

Payment shall be due within thirty (30) days of the date of the invoice.

**The initial contract rate is guaranteed for one year.** JTDMH will give the Company at least fort five (45) days advance notice of any change in rates thereafter, which will be mutually agreed upon in writing by both parties.

5. **Health Contingent Program Tracking:**

If the Company desires to have JTDMH perform health contingent wellness program tracking, please check the box below.

By checking this box, the Company SELECTS JTDMH's health contingent program tracking services described on the attached Addendum B.

By checking this box, the Company DECLINES JTDMH's health contingent program tracking services.

6. **Miscellaneous:**

- A. Each party shall be solely responsible for its own acts and omissions and those of its directors, officers, employees, and agents in performance of services pursuant to this Agreement.
- B. No assignment of the Agreement or delegation of any duty or obligation of performance hereunder shall be made in whole or in part by either party without the prior written consent of the other party. Notwithstanding the foregoing, JTDMH may engage subcontractors to perform certain of the WellScript Services but, absent Company's written consent otherwise, shall remain responsible for such services under the Agreement.
- C. The Agreement may only be amended by a writing executed by both parties.



- D. The initial term of the Agreement shall be for 12 months beginning on the Effective Date. Thereafter, the Agreement shall automatically renew on the one-year anniversary of the Effective Date, and each one-year anniversary thereafter unless either party notifies the other in writing of its intent not to renew at least 30 days prior to the end of the term then in progress, in which case the Agreement shall terminate at the end of the term then in progress.
- E. Either party may terminate the Agreement for any reason by providing 90 days prior written notice to the other party.
- F. The Agreement (including all attachments hereto) contains the entire agreement of the parties and there are no other promises or conditions applicable hereto with respect to its subject matter whether oral or written. The Agreement supersedes any prior written or oral agreements or understanding between the parties with respect to the subject matter hereof. JTDMH's only obligations in connection with this Agreement shall be as expressly set forth herein and JTDMH makes no other representations or warranties, express or implied.
- G. The failure of either party to enforce any provision of the Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.
- H. To the extent not preempted by federal law, the laws of the State of Ohio shall govern the construction and administration of the Agreement.
- I. Any legal action arising out of or related to the Agreement shall be brought exclusively in the Auglaize County Court of Common Pleas or the federal district court with territorial jurisdiction of Auglaize County, Ohio.
- J. The Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.
- K. The Agreement is not intended to create, nor shall it be deemed or construed to create, an exclusive relationship between the parties. Further, the relationship between the parties shall be that of independent contractors.
- L. Neither party shall be liable for failure to perform any duty or obligation that such party may have under the Agreement where such failure has been caused by any event, foreseen or unforeseen, outside the reasonable control of such party that renders performance impossible or impracticable, including but not limited to, acts of God, terrorist acts, fire, strike, inevitable accident, war, or any other like event (collectively, "Force Majeure Event"), but only to the extent prevented by the Force Majeure Event.
- M. JTDMH and its subcontractor(s), if any, and their respective officers, directors, employees, agents or affiliates shall not be liable to the Company for any special, exemplary, incidental, consequential or punitive damages, whether in contract, warranty, tort, strict liability or otherwise.
- N. All notices required or provided pursuant to the Agreement (including, but not limited to invoices), shall be sent by first-class U.S. mail, email, fax, or national courier service to the following individuals and addresses for the respective parties:
- If to JTDMH**, addressed to: Customer Relations Dept, 200 St. Clair Street, St. Marys, Ohio, 45885.





WELLScript  
BUILDING HEALTHIER COMPANIES

St. Rita's Medical Center  
GRAND LAKE  
HOSPITAL

Mercer Health



Dan West County  
Hospital

45895 **if to Company,** addressed to: Auglaize County, 209 S. Blackhoof Street, Room 201 Wapakoneta, OH

JOINT TOWNSHIP DISTRICT MEMORIAL HOSPITAL

Approved by: Lesia Arnett on 5 / 1 / 2017  
Lesia Arnett  
Customer Relations Manager

Auglaize County

Approved by: John N. Bergman on 5 / 18 / 2017  
Signature  
John N. Bergman  
Printed name  
President, Auglaize County Board of Commissioners  
Title



**ADDENDUM A**

<u>Service</u>	<u>Additional Fee</u>
Standard Screening: Health Risk Assessment, CMP, Lipid, CBC & Biometrics	No additional fee; included with \$55.00 Wellscript fee
Aggregate Report	\$250.00 – To be billed separately
Additional services from standard screening: PSA (Prostate Screen)	\$45.00/person (optional self-pay)
Additional services from standard screening: Thyroid Panel	\$50.00/person (optional self-pay)
Additional services from standard screening: CRP – C Reactive Protein	\$22.00/person (optional self-pay)
Additional service from standard screening: Hemoglobin A1C	\$25.00/person (optional self-pay)

**HEALTH PROMOTION COORDINATOR & CONTACT INFORMATION**

*Amber Hamill RN*

*Joint Township District Memorial Hospital Affiliate of the Grand Lake Health System 419 394-3335 Ext 1422*

*ahamill@jtdmh.org*

**IN THE MATTER OF DECLARING THE SECOND WEEK OF MAY 14 - 20, 2017 AS NATIONAL NURSING HOME WEEK IN AUGLAIZE COUNTY.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of May, 2017.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, our community is stronger because we honor and respect our elders, and citizens of any age with physical or intellectual disabilities, who reside at a skilled nursing care center at Auglaize Acres, Wapakoneta, Ohio; and,

**WHEREAS**, these citizens have made important contributions to the success and growth of our county; and,

**WHEREAS**, skilled nursing centers are holding events in observance of National Nursing Home Week May 14 to 20, 2017 using this year's theme of "**The Spirit of America**" and guided by the American Health Care Association; and,

**WHEREAS**, we urge all citizens to visit a loved one, friend, or neighbor being cared for in any setting and offer a kind word and a personal touch to show your continuing support; and,

**WHEREAS**, Auglaize Acres is committed to quality health care and a continuously improving quality of life, we take this moment to embrace the spirit of "The Spirit of America" and wish all residents, patients, caregivers, other staff and visitors to skilled nursing centers a week-long festival of "family, life, and love".

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Auglaize County Ohio does declare the week of May 14 to 20, 2017 as National Nursing Home Week and adopt the theme of "**The Spirit of America**" as our way of celebrating with vigor and good times as one way to honor all citizens who reside at a skilled nursing care center.

Commissioner Regula seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
18th day of  
May, 2017

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman  
John N. Bergman

Douglas A. Spencer  
Douglas A. Spencer

Don Regula  
Don Regula

✓cc: Auglaize Acres – Kim Sudhoff