

**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 2nd day of May, 2019.

Commissioner Bergman 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>
433839	\$126,153.00	Treasurer, State of Ohio
433886	\$ 1,239.53	Joy Miller
433892	\$ 12,843.48	ALS Auglaize Operating, Inc.
433939	\$ 12,193.80	Woolpert

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

Adopted this  
2nd day  
May, 2019

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula . yes  
Don Regula

John N. Bergman . y  
John N. Bergman

ABSENT  
\_\_\_\_\_  
Douglas A. Spencer

cc: County Auditor

**IN THE MATTER OF AUTHORIZING EXPENSES FOR THE CORONER AND STAFF TO ATTEND A MEETING.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 2nd day of May, 2019.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Dr. Thomas R. Freytag, M.D., Auglaize County Coroner presented a request for permission for himself and his staff to attend the following meeting:

On May 9 -11, 2019 – Coroner Dr. Freytag, his investigator, secretary and Deputy Coroner will attend the 2019 Ohio State Coroner’s Association Meeting in Columbus, Ohio; and,

**WHEREAS**, expenses requested to be authorized for payment are:

For May 9, 10 and 11, 2019 – Lodging Expenses and Meal reimbursement.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve and authorize the above requested travel expenses and does order bills to be paid upon proper presentation providing all is in accordance with the County Travel Policy.

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

Adopted this  
2nd day of  
May, 2019

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula , yes  
Don Regula

John N. Bergman , yes  
John N. Bergman

ABSENT , \_\_\_\_\_  
Douglas A. Spencer

cc: Auglaize County Coroner

**IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE THE SOCIAL SERVICES BLOCK GRANT / TITLE XX COUNTY PROFILE OF THE AUGLAIZE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES FOR SUBMISSION TO THE STATE OF OHIO.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 2nd day of May, 2019.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Michael Morrow, Director of the Auglaize County Department of Job and Family Services, met with the Board of County Commissioners, presenting to the Commissioners a Preliminary Social Services Block Grant / Title XX County Profile for said department for program period October 1, 2019 through September 30, 2020 which is to be submitted to the State of Ohio as a recommendation from Auglaize County to the Ohio Department of Job and Family Services; said Profile is associated with the Comprehensive Social Services Plan of the Auglaize County Department of Job and Family Services; and,

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio does hereby authorize President of the Board to execute the Preliminary Social Services Block Grant / Title XX County Profile for the Auglaize County Department of Job and Family Services for the period October 1, 2019 through September 30, 2020 as presented by Director Michael Morrow.

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

Adopted this  
2nd day of  
May, 2019

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula . yes  
Don Regula

John N. Bergman . yes  
John N. Bergman

ABSENT  
Douglas A. Spencer

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

**IN THE MATTER OF APPROVING THE WELLSCRIPT 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 2nd day of May, 2019.

Commissioner Bergman 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 April 26, 2019 (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 – Know Your Numbers) 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  
2nd day of  
May, 2019

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula  
Don Regula

John N. Bergman, yes  
John N. Bergman

ABSENT  
Douglas A. Spencer

cc: JTDMH – Lesia Arnett



WELLSRIPT  
WORKSITE WELLNESS PROGRAM AGREEMENT  
BETWEEN

Joint Township District Memorial Hospital AND Auglaize County

This agreement (the "Agreement") is made and entered into as of April 26, 2019 (the "Effective Date"), by and between Joint Township District Memorial Hospital ("JTDMH"), and the company noted above ("Company").

The parties agree as follows:

**1. Introduction**

JTDMH provides a health promotion program designed for the workplace called WellScript. The Company would like to retain JTDMH to provide the services described herein (the "WellScript Services") to its employees (*and spouses, optional*). JTDMH 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 JTDMH 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 JTDMH 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 JTDMH in implementing and fulfilling its obligations under this Agreement, including but not limited to, notifying employees of the *WellScript* Services offered by JTDMH and providing necessary internal and external publications and communications appropriate for the promotion of the *WellScript* Services. JTDMH will provide sample materials, posters and flyers to assist in these efforts. The Company shall seek and obtain written approval from JTDMH before distributing any written communication materials that identify JTDMH by name, logo or other mark.
- E. The Company shall provide JTDMH 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 JTDMH 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. JTDMH 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 JTDMH 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.

4. **Service Fees:**

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

- x \$55 (Premium - Know Your Numbers) per registered participant per Screening performed by JTDMH

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. **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 Manager, 200 St. Clair Avenue, St. Marys, Ohio, 45885.

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

JOINT TOWNSHIP DISTRICT MEMORIAL HOSPITAL

Approved by: Lesia Arnett on 4 / 26 / 2019  
Lesia Arnett  
Customer Relations Manager

Auglaize County

Approved by: Don Regula on 5 / 28 / 2019  
Signature  
Don Regula  
Printed name  
President, Auglaize County Board of Commissioners  
Title

**ADDENDUM A**

<u>Service</u>	<u>Additional Fee</u>
Standard Screening: Health Risk Assessment, Lipid with Glucose, Biometrics	No additional fee; included with \$55.00 WellsScript fee
Aggregate Report	\$250.00
Osteo & Derma Screenings	\$54.00/hour/station
Hemoglobin A1C	\$26.00/person (optional self-pay)
Thyroid Panel	\$50.00/person (optional self-pay)
C Reactive Protein	\$24.00/person (optional self-pay)
PSA (for men over 40)	\$45.00/person (optional self-pay)
Hepatitis C Virus Antibody	\$50.00/person (optional self-pay)
Vitamin D	\$40.00/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 AUTHORIZING THE PAYMENT OF THE COUNTY'S MANDATED SHARE OF PUBLIC ASSISTANCE FOR MAY.**

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The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 2nd day of May, 2019.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, it is necessary to pay the county's mandated share of Public Assistance for May.

**THEREFORE, BE IT RESOLVED** that the Board does authorize the County Auditor to make the following payment:

**From: 001-0905-533500 – Public Assistance Grant**  
**Amount: \$ 6,108.09**  
**To: 006-0400-400101 – Public Assistance**

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

Adopted this 2nd day  
of May, 2019

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula, yes  
Don Regula

John N. Bergman, yes  
John N. Bergman

ABSENT  
\_\_\_\_\_, \_\_\_\_\_  
Douglas A. Spencer

cc: County Auditor  
Jobs & Family Services

**IN THE MATTER OF PROCLAIMING MAY AS MENTAL HEALTH MONTH IN AUGLAIZE COUNTY.**  
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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 2nd day of May, 2019.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, mental health is essential to everyone's overall health and wellbeing; and,

**WHEREAS**, one in five American adults and children are affected by a biological brain disorder (mental illness); and,

**WHEREAS**, these disorders do not discriminate, they know no race, creed, age limit or economic status; and,

**WHEREAS**, with treatment, individuals with biological brain disorders become productive citizens, and nurturing family members.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, does hereby proclaim the month of May, 2019, as

***MENTAL HEALTH MONTH***

in Auglaize County and urges all citizens, government agencies, public and private institutions, businesses and schools to recommit our communities to increasing awareness and understanding of mental illness and the need for appropriate and accessible services for all people with mental illnesses.

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

Adopted this  
2nd day of  
May, 2019

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula, yes  
Don Regula

John N Bergman, yes  
John N. Bergman

ABSENT  
\_\_\_\_\_  
Douglas A. Spencer

✓cc: Mental Health & Recovery Services –  
Amy Morman