

Summary 4-18-23

<u>Bill</u>	<u>Ord</u>	<u>Status</u>	<u>Title</u>	<u>Sponsor</u>	<u>Committee Meeting</u>
23-051	23-052	Passed	Appropriating the sum of fifty-one thousand two hundred and thirty-seven and 50/100 dollars (\$51,237.50) from the unappropriated Fire Capital Equipment Fund (#420) for the purpose of purchasing a 2023 Ford Expedition-SSV model according to STS pricing contract RSI011029 from Montrose Ford, 3960 Media Road, Fairlawn, Ohio, to be used in the Fire Department, and declaring an emergency.	Davenport	6:40 Finance
23-052	23-053	Passed	Authorizing the Public Works Director to enter into an agreement with Harsany and Associates LLC for implementation of the HOME-ARP Plan through the City's Permitting and Development Department, and declaring an emergency.	Davenport	6:35 Public Affairs
23-053	23-054	Passed	Authorizing the Interim Safety-Service Director to renew a professional services contract with Medicount Management, Inc., without competitive bidding, to be the third-party billing agent for the City of Mansfield for emergency medical services performed by the Mansfield Fire Department.	Davenport	6:40 Finance
23-054	23-055	Passed	Authorizing the Public Works Director to execute two (2) purchase and sale agreements, and any other necessary documentation, to effectuate the City of Mansfield's purchase of certain real property, respectively identified as Richland County Auditor's Parcel Nos. 0270211413000 and 0270202103000, and declaring an emergency.	Davenport	6:40 Finance

NEXT MEETING Wednesday, May 3, 2023 7:00 Council to follow

23-052

BILL #23-051

ORDINANCE # _____

BY: MR. DAVENPORT

Appropriating the sum of fifty-one thousand two hundred and thirty-seven and 50/100 dollars (\$51,237.50) from the unappropriated Fire Capital Equipment Fund (#420) for the purpose of purchasing a 2023 Ford Expedition-SSV model according to STS pricing contract RSI011029 from Montrose Ford, 3960 Media Road, Fairlawn, Ohio, to be used in the Fire Department, and declaring an emergency.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO:

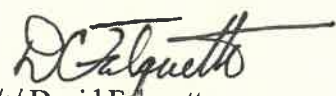
SECTION 1. That the sum of fifty-one thousand two hundred and thirty-seven and 50/100 dollars (\$51,237.50) be, and the same is hereby, appropriated from the unappropriated Fire Capital Equipment Fund (#420) to the Fire Department Operations (420.16.01) Capital Outlay Classification.

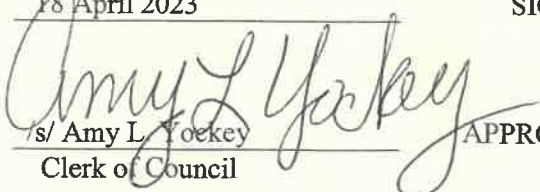
SECTION 2. That the Interim Safety Service Director be, and is hereby, authorized to purchase, without competitive bidding, one (1) 2023 Ford Expedition-SSV Model, from Montrose Ford, 3960 Media Road, Fairlawn, Ohio, at a total cost not to exceed fifty-one thousand two hundred and thirty-seven and 50/100 dollars (\$51,237.50).

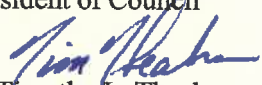
SECTION 3. That the amount authorized under Section 2, not to exceed fifty-one thousand two hundred and thirty-seven and 50/100 dollars (\$51,237.50), shall be paid from the Fire Capital Equipment Fund (#420), Fire Department Operations (420.16.01), Capital Outlay Classification.

SECTION 4. That by reason of the immediate necessity for purchasing this equipment as quickly as possible because of industry supply issues and to be able to perform necessary fire department operations, this measure is determined to be an emergency Ordinance for the immediate preservation of the public peace, health, safety and welfare of the City of Mansfield and its inhabitants and providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus 18 April 2023
1st Reading 18 April 2023
2nd Reading _____
PASSED 18 April 2023

SIGNED 
/s/ David Falquette
President of Council

ATTEST 
/s/ Amy L. Yockey
Clerk of Council

APPROVED 
/s/ Timothy L. Theaker
Mayor

APPROVED AS TO FORM: John R. Spon
Law Director
City of Mansfield, Ohio

BILL #23-052

ORDINANCE# _____

BY: MR. DAVENPORT

Authorizing the Public Works Director to enter into an agreement with Harsany and Associates LLC for implementation of the HOME-ARP Plan through the City's Permitting and Development Department, and declaring an emergency.

WHEREAS, the City of Mansfield has been awarded \$1,061,958 from the US Department of Housing and Urban Development under HOME-ARP and an Amended Action Plan for PY 2021 has been approved by the US Department of Housing and Urban Development, and

WHEREAS, Council finds it in the best interests of the City to engage Harsany and Associates to assist in the implementation of the Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO:

SECTION 1. That the Public Works Director be, and is hereby, authorized to enter into an agreement with Harsany and Associates (5430 Bayside Ridge Ct Galena OH 43021) for implementation of the HOME-ARP Plan, with Harsany and LLC. now, now on file with the Community Development Department, for an amount not to exceed \$100,000.00 (one hundred thousand and 00/100 dollars).

SECTION 2. That the total cost of said agreement has been allocated for payment purposes, in the amount of one hundred thousand and 00/100 dollars (\$100,000.00), and shall be paid from the Community Development Fund (#207), Community Development Programs (207.65.25), Contractual Services Classification.

SECTION 3. That by reason of the immediate necessity to implement the Amended Action Plan, this measure is determined to be an emergency Ordinance for the immediate preservation of the public peace, health, safety and welfare of the City of Mansfield and its inhabitants and providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus 18 April 2023
1st Reading 18 April 2023
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PASSED 18 April 2023

SIGNED



/s/ David Falquette


President of Council

ATTEST



/s/ Amy L. Yockey
Clerk of Council

APPROVED



/s/ Timothy L. Theaker
Mayor

APPROVED AS TO FORM: John R. Spon
Law Director
City of Mansfield, Ohio

\$ 84,219

Attachment to
Bill# 23-052

Approved
\$ 125,000
Remaining

Scope of Work
March 23, 2023

Assistance to the City of Mansfield with HOME-ARP Implementation

HOME-ARP Policy Development

\$170 an hour, as previously discussed. My assumption is that you already have many of the policies and procedures needed, but we can add edit or create whatever you need.

HOME-ARP Affordable Housing Development

Potential scope of work for assisting the County with securing affordable housing projects to be funded with HOME-ARP dollars.

HOME-ARP Affordable Housing Development - Phase I

	Description of Services to be Provided	Estimated Date of Completion*	Cost of Service
1	Create a solicitation package for the proposed housing development, including an RFP, an application, a development team table, and a proforma template. Work with City staff to finalize solicitation package.	April 28, 2023	\$6,458
2	Create scoring and underwriting documents for the proposed housing development, including a scoring tool, financial underwriting documents, project underwriting documents, and other documents, as needed.	June 23, 2023	\$7,260
3	Facilitate the review of the proposals for housing projects, including: Participation in the pre-application meeting; provide responses to questions prior to proposal submission, as needed; lead the scoring and underwriting process to ensure that developers have sufficient experience and capacity, that the project is solid and meets the funding requirements, that the project is likely to be successfully completed within the necessary timeframe, that the developer/ owner has a good plan in place for managing the project throughout the affordability period, and that the project is likely to cash flow and remain financially solvent throughout this period.	August 4, 2023	\$10,553
4	Assist the County staff with ranking of applications, and in preparing to present the recommendations. Assist the staff in creating conditional reservation letters, and in developing a list of conditions for funding.	August 25, 2023	\$945 - NO
Total:			\$25,216

HOME-ARP Affordable Housing Development - Phase II

Prices in Phase II assume up to two projects will be selected for funding.

	Description of Services to be Provided	Estimated Date of Completion*	Cost of Service
1	Guide project(s) from conditional reservation to commitment. Ensure that developer(s) provide(s) all necessary documents and information.	June 7, 2024	\$3,150
2	Create a commitment agreement template, and draft commitment agreements for each HOME-ARP funded housing project. Make changes, as necessary, based upon County review. Work with developer(s) and County to finalize Agreement(s).	June 7, 2024	\$6,983
3	Guide project(s) from commitment to closing. Ensure that developer(s) has/have met all commitments, and provide(s) all documents and information needed for closing.	February 8, 2025	\$3,018
4	Create closing document templates, and draft closing documents for each HOME-ARP funded housing project. Make changes, as necessary, based upon County review. Work with developer(s) and County to finalize documents. Assist with project closing, as necessary.	February 8, 2025	\$9,555
Total:			\$22,706

-No

HOME-ARP Affordable Housing Development - Phase III

Prices in Phase III are for each affordable housing project selected for funding.

	Description of Services to be Provided	Estimated Date of Completion*	Cost of Service
1	Recordkeeping and Reporting Systems I Develop systems for recordkeeping and reporting relative to the Project closing and the development/construction phase.	March 1, 2025	\$3,960
2	Development/Construction Oversight Conduct monitoring and oversight during Project development/construction, including the following: <ul style="list-style-type: none"> ▪ Review of monthly submissions for draw requests to ensure that everything is eligible, properly submitted, and complete. ▪ Inspections to ensure that work is completed. 	July 1, 2026	\$20,500 (divided equally between each quarter year of construction.)

	▪ Assist the County in addressing change orders, time delays, and/or contract issues.		
3	Recordkeeping and Reporting Systems II Develop systems for recordkeeping and reporting relative to the Project occupancy and affordability periods.	September 1, 2026	\$2,970
4	Tools and Templates. The development of needed tools and document templates for ongoing Project monitoring throughout the affordability period.	November 1, 2026	\$4,125
5	Initial Monitoring Attend and guide in the first monitoring with Client (County staff), including completion of a monitoring report.	February 1, 2027	\$3,935
Total:			\$35,490

NO

HOME-ARP Services

Potential scope of work for assisting the County with securing service agreements with service providers to be funded with HOME-ARP dollars.

HOME-ARP Services - Phase I

	Description of Services to be Provided	Estimated Date of Completion*	Cost of Service
1	Create a solicitation package for the proposed services, including an RFP, an application, a team table, and other supporting documents, as needed. Work with City staff to finalize solicitation package.	May 15, 2023	\$5,600
2	Create scoring and underwriting documents for the proposed services, including a scoring tool; financial, staffing, and proposed services analysis tools; and other documents, as needed.	June 30, 2023	\$7,000
3	Facilitate the review of the proposals for services, including: Participation in the pre-application meeting; provide responses to questions prior to proposal submission, as needed; lead the scoring and underwriting process to ensure that organizations have the experience, staffing and financial capacity to successfully develop and manage proposed services; that the services are well designed to meet the needs of the beneficiaries, will follow the regulations, and can be implemented within program and time parameters.	September 15, 2023	\$9,625

4	Assist the County staff with ranking of applications, and in preparing to present the recommendations. Assist the staff in creating conditional reservation letters, and in developing a list of conditions for funding.	October 13, 2023	\$1,050	NO
Total:			\$23,275	

Phase II

Prices in Phase II assume up to two service providers will be selected for funding.

	Description of Services to be Provided	Estimated Date of Completion*	Cost of Service	
1	Ensure that all conditions for funding are met, and that service provider(s) produce(s) all necessary documents and information. Work with the County and service provider(s) to finalize details, as needed.	January 19, 2024	\$3,500	NO
2	Create a Memorandum of Understanding template, and draft Memorandum of Understandings between the County and each selected service provider. Make changes, as necessary, based upon County review. Work with service provider(s) and County to finalize Memorandum(s) of Understanding.	January 19, 2024	\$8,400	NO
Total:			\$11,900	

*Estimated completion dates are rough guidelines, and are subject to change based upon a number of factors, many of which are outside of the control of the consultant.

23-054

BILL #23-053

ORDINANCE # _____

BY: MR. DAVENPORT

Authorizing the Interim Safety-Service Director to renew a professional services contract with Medicount Management, Inc., without competitive bidding, to be the third-party billing agent for the City of Mansfield for emergency medical services performed by the Mansfield Fire Department.

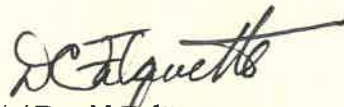
WHEREAS, The City is desirous of continuing the contractual relationship of providing emergency medical services billing with Medicount Management, Inc.

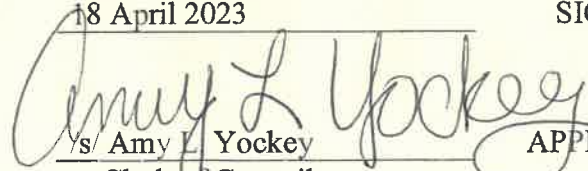
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO:

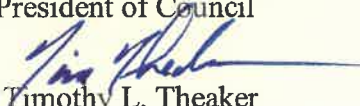
SECTION 1. That the Interim Safety-Service Director be, and is hereby, authorized to enter into a professional services contract with Medicount Management, Inc., without competitive bidding, according to law and according to specifications on file in the Interim Safety-Service Director's Office.

SECTION 2. That this measure shall take effect and be in force after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus 18 April 2023
1st Reading 18 April 2023
2nd Reading _____
PASSED 18 April 2023

SIGNED 
/s/ David Falquette
President of Council

ATTEST 
/s/ Amy L. Yockey
Clerk of Council

APPROVE 
/s/ Timothy L. Theaker
Mayor

APPROVED AS TO FORM: John R. Spon
Law Director
City of Mansfield, Ohio

CLIENT SERVICES AGREEMENT

This Client Services Agreement (“Agreement”) entered into as of the ___ day of _____, 2023 (the “Effective Date”) by and between Medicount Management, Inc. (“Medicount”) and CITY OF MANSFIELD, RICHLAND COUNTY, OHIO (“EMS Agency”). Medicount and EMS Agency are individually a “Party” and collectively the “Parties”.

WHEREAS, EMS Agency provides emergency medical services (“EM Services”); and

WHEREAS, EMS Agency desires to retain Medicount to provide billing services for such EM Services pursuant to the terms and conditions in this Agreement.

NOW, THEREFORE, it is agreed between the Parties as follows:

1. **Billing Services.** Subject to the terms and conditions of this Agreement, EMS Agency hereby appoints Medicount as its exclusive billing agent for EM Services during the Term (defined hereafter). Medicount will provide EMS Agency with the billing services described in this Agreement and in **Exhibit A**, which is attached hereto and incorporated herein, as the same may be modified by the Parties from time to time (“Billing Services”).
2. **EMS Agency Obligations.** To facilitate the performance of the Billing Services, EMS Agency shall cooperate with Medicount and will fulfill the obligations outlined in this Agreement and in **Exhibit B**, which is attached hereto and incorporated herein, as the same may be modified by the Parties from time to time.
3. **Legal Compliance.** Notwithstanding anything to the contrary contained herein, EMS Agency acknowledges that it has read, understands, and will comply with all applicable local, state and federal laws, rules and regulations now existing or existing in the future (“Laws”) in submitting any claim and will provide Medicount with accurate and complete information for the submission of any claim on its behalf, including but not limited to the signature requirements outlined in this Agreement. Medicount will not accept any orders or demands from EMS Agency that it reasonably believes are not in compliance with applicable Laws and any submission of such orders or demands are grounds for immediate termination of this Agreement.
4. **Compensation.**
 - a. In exchange for the provision of the Billing Services, EMS Agency shall pay Medicount:
(i) a base rate fee equal to 5.50% of the gross amount collected by Medicount and/or EMS Agency for EM Services (less refunds, “offsets” and deductions incurred by Medicount or EMS Agency for expenses and/or processing fees (including credit card processing

fees) incurred in collecting monies owed for EM Services); (ii) if applicable, the Flat Fee described in Section 4(e); plus (iii) any additional fees set forth herein or in any exhibit or addenda attached hereto, including but not limited to Third Party Costs defined in Section 4(b) and audit response rates described on Exhibit B (collectively, "Medicount Compensation").

- b. EMS Agency will reimburse Medicount for all reasonable expenses and third party costs directly incurred in performing the Billing Services, including, but not limited to: (i) any fees assessed by governmental agencies or insurance providers for required provider numbers, licensing, certification, and recertification applications; (ii) any significant increases in the United States Postal Service rates or shipping rates; (iii) any ePCR billing software license fees or hardware purchased for use by EMS Agency that is charged to or paid by Medicount (collectively, "Third Party Costs"). Third Party Costs shall be invoiced monthly by Medicount to EMS Agency as costs are incurred and such Third-Party Costs will be reasonably substantiated by Medicount upon EMS Agency's request.
- c. EMS Agency agrees to pay Medicount a flat fee if either of the following occur:
 - i. If EMS Agency chooses to bill a patient for EM Services which involve a Treat Non-Transport or a Non-Transport, such bills will be invoiced at a flat fee of \$15.00 per call, regardless of the charge amount and amount collected.
 - ii. If EMS Agency bills a healthcare facility or prison/jail facility for EM Services which transport a patient between two healthcare facilities or transport an incarcerated individual to a healthcare facility and the facility has been billed directly and does not pay for the billed charges after 90 days from the bill's date, EMS Agency shall pay Medicount a flat fee of \$15.00 per call regardless of the charge amount and the amount collected.

5. Collection of Funds.

- a. Medicount will process all payments it receives from patients, third-party payors, or other billed parties for EM Services. Medicount will remit such funds to the EMS Agency according to the terms and conditions of this Agreement. In the event EMS Agency receives payments directly from insurance companies, billed parties, and governmental agencies for EM Services, EMS Agency shall keep records of all payments received and shall immediately notify Medicount of the payor, amount of payment, and patient identification.
- b. Funds for the EM Services may be remitted to either EMS Agency or Medicount with Medicare and Medicaid remitting payments directly to the EMS Agency daily and funds from insurance companies and other payors paid directly to Medicount. EMS Agency

acknowledges that the Medicount Compensation is due on all funds received by either Medicount or EMS Agency for EM Services. Medicount will provide a monthly statement to the EMS Agency setting forth the total funds received by EMS Agency and Medicount through the end of the prior calendar month and the Medicount Compensation (including Third Party Costs) due thereon. Medicount is hereby authorized to deduct the Medicount Compensation due from EMS Agency funds paid directly to Medicount. All remaining funds shall be remitted to EMS Agency monthly by ACH no later than the 28th day of each calendar month.

- c. EMS Agency authorizes Medicount to accept the following types of payments from patients for EM Services: checks, electronic checks, and ACHs, as well as the following credit cards – MasterCard, Visa, Discover, and American Express. A credit card processing fee is assessed to the patient and insurance provider, as applicable.
 - d. EMS Agency acknowledges that Paid to Patient Claims (“PDPTs”) are insurance claim payments paid directly to a resident/patient for the EM Service. If EMS Agency has chosen an insurance only billing policy and does not invoice a resident/patient for the EM Service and the resident/patient receives a PDPT from the applicable insurance company, Medicount may invoice the resident/patient an amount equal to the PDPT.
6. **Reporting.** Medicount will provide EMS Agency with commercially reasonable, Internet based access to review standard billing reports. Additional reports will be provided on an ad hoc basis to EMS Agency as requested at no additional cost unless the requested reports are outside the EMS billing business’s ordinary course.
7. **Security.**
- a. The Parties acknowledge that certain information provided by EMS Agency to Medicount may contain Protected Health Information (“PHI”) as defined under the Health Insurance Portability and Accountability Act (“HIPAA”) and the Health Information Technology for Clinical Health Act (“HITECH Act”). In providing Billing Services, Medicount is acting as a Business Associate as defined under HIPAA. Accordingly, the Parties shall be subject to and shall execute the Business Associate Addendum attached hereto as **Exhibit C.**
 - b. EMS Agency agrees that it shall be responsible for the maintenance of PHI maintained and stored by the EMS Agency in accordance with applicable Laws. To the extent that Medicount provides any collection devices to assist in the provision of Billing Services hereunder, EMS Agency shall be responsible for its users’ activity. EMS Agency shall immediately notify Medicount of, and use its best efforts to curtail, any of the following events (collectively a “Security Breach Event”): (i) any unauthorized use of any password or account or a known or suspected breach of security; (ii) any copying or distribution of any PHI; (iii) any use of false identity information to gain access to any of the Billing

Services; or (iv) any loss or theft of any hardware device on which a user has access to PHI or other information relevant to the Billing Services. If any Security Breach Event involves PHI and other personally identifiable information, EMS Agency shall comply with applicable notification requirements including, but not limited to, the breach notification requirements under the HITECH Act and any other notification requirements mandated by applicable Laws. To the extent that any patient requests and requires identity theft protection in connection with the disclosure of any PHI or personally identifiable information resulting from any Security Breach Event, the EMS Agency shall be responsible for all costs related to such protection.

8. **Record Retention.** Upon any termination of this Agreement, Medicount will make available to EMS Agency Billing Services records including, but not limited to, all patient information, monthly summaries, quarterly summaries, insurance information, insurance provider numbers, and any other records for a complete and secure download in the format in which such records are maintained by Medicount. EMS Agency hereby acknowledges that such records may be maintained by Medicount in SQL or other formats and if EMS Agency requests that such records be produced in some other format, EMS Agency shall be responsible for such costs. Such records shall be maintained and archived in accordance with Medicount's record retention policy and/or the applicable policy of any third party document storage provider.
9. **Exclusionary Rule Warranty.** EMS Agency acknowledges the Department of Health & Human Services Office of Inspector General ("OIG") has authority to exclude individuals and entities from federally funded health care programs (the "Exclusionary Rule"). OIG maintains and publishes a List of Excluded Individuals/Entities ("LEIE") who are excluded from participation in Medicare, Medicaid, and other federal health care programs. EMS Agency represents and warrants that it (a) has checked LEIE to confirm that none of its employees or agents is listed on LEIE or is otherwise prohibited from participating in federal health care programs; (b) will check LEIE monthly to confirm that none of its employees or agents has been added to LEIE or is otherwise prohibited from participating in federal health care programs; (c) will check LEIE before hiring any new employee to ensure the candidate is not listed on LEIE or is otherwise prohibited from participating in federal health care programs.

10. **Term; Termination.**

- a. This Agreement shall commence upon the Effective Date and shall continue for a period of **Four (4) years** (the "Initial Term"). Unless formally extended by written agreement signed by both Parties prior to the termination of the Initial Term or any Renewal Term, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term") unless either Party provides written notice to the other Party of its intent not to renew the Agreement not less than one hundred eighty (180) days prior to the end of the Initial Term or the Renewal Term then in effect. Upon the commencement of the first Renewal Term, the base rate fee identified in Section 4(a)(i) shall increase by .25% over the initial base rate then in effect. For

each successive Renewal Term, the base rate fee shall increase by .25% over the rate for the immediately prior Renewal Term. The Initial Term and any Renewal Terms are collectively the "Term".

- b. This Agreement may be terminated (i) upon a material breach by either Party if such breaching party fails to cure a payment default within thirty (30) days of written notice of such default; (ii) upon sixty (60) days written notice of any other material default which is not cured within such sixty (60) day period; and (iii) as otherwise provided in this Agreement".

11. **Effect of Termination: Wind Down Period.** Upon any termination of this Agreement or its expiration, all rights, duties, and obligations of the Parties shall cease effective as the of termination or expiration date, except as provided in this Section 11. Medicount may continue providing Billing Services to work any claims billed before the termination for up to six months. Upon termination or expiration hereof, Medicount may continue providing patient and insurance company receivable services for One hundred eighty (180) days (the "Wind Down Period") to collect all EMS Agency's accounts receivable relating to EM Services rendered before the termination date ("Existing Accounts Receivable"). During the Wind Down Period, Medicount shall continue to receive the Medicount Compensation and EMS Agency shall cooperate and assist Medicount by timely reporting payments received by EMS Agency related to the Existing Accounts Receivable. Upon expiration of the Wind-Down Period, Medicount shall prepare a final accounting of all monies received by it or EMS Agency for EM Services and Existing Accounts Receivable and shall invoice EMS Agency for any fees or monies due to Medicount. EMS Agency may negotiate with Medicount for additional transitional services or the provision of additional data after the date of termination at EMS Agency's expense. Following termination or expiration hereof, the Parties shall remain bound by any confidentiality obligations outlined in this Agreement.

12. **Contractor Relationship.** Medicount is acting as an independent contractor for EMS Agency, and it is not, nor shall it act as, an EMS Agency employee. Nothing in this Agreement shall be construed to create any partnership between the Parties.

13. **Notice.** Any notice given under this Agreement shall be in writing and delivered to the Party by certified, registered, or express mail, return receipt requested, to the address set forth under each Party's signature. Either Party may change the address to which notice or payment shall be sent by written notice of same.

14. **Miscellaneous.**

- a. **Entire Agreement: Amendments.** This Agreement, including all exhibits, states the entire Agreement between the parties concerning the subject matter and supersedes all prior written and verbal understanding of the Parties concerning it. Any amendments or changes to this Agreement must be made in writing and executed by the Parties.

- b. Governing Law: Venue. This Agreement shall be deemed governed by and construed in accordance with the laws of the State of Ohio without reference to any conflict of law provisions. The Parties agree that any dispute arising out of or related to this Agreement shall be resolved in the state or federal courts located in the counties or counties where EMS Agency operates.
- c. Assignment. The EMS Agency may not assign this Agreement in whole or in part without the express written consent of Medicount. Medicount may assign this Agreement as part of a merger, consolidation, sale or transfer of all or substantially all of its assets.
- d. Severability. All provisions and parts of this Agreement are severable from the other.
- e. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be an original, and all of which when executed shall constitute one and the same instrument. Signatures delivered by email in PDF format will be effective.

IN WITNESS, OF WHICH, the Parties executed this Agreement as of the Effective Date.

**EMS AGENCY:
CITY OF MANSFIELD**

MEDICOUNT MANAGEMENT, INC.

By: _____

By: _____

Print Name: _____

Print Name: Joseph A. Newcomb

Title: _____

Title: President

Date: _____

Date: _____

Address:

Address: 10361 Spartan Drive
Cincinnati, OH 45215

EXHIBIT A

BILLING SERVICES PROVIDED BY MEDICOUNT

1. **Responsibilities of Medicount.** Medicount's provision of the Billing Services in no way negates the responsibility of EMS Agency to comply with its billing policies, applicable Laws, and this Agreement.
 - a. Medicount will assist EMS Agency, as necessary, to complete and submit credentialing applications to Medicare, Medicaid, and any third-party payor for the group and individual provider numbers when required for billing purposes.
 - b. Medicount will review the billing policies of EMS Agency and assist with development of policies and procedures in accordance with applicable Laws.
 - c. Medicount shall, if required, develop and maintain electronic data interfaces directly with EMS Agency's hospital service sites (to the extent permitted by such sites) to collect patient demographic data. EMS Agency will use its best efforts to cooperate with and otherwise assist Medicount in developing and maintaining such interfaces, including, but not limited to, communicating directly with hospital information technology staff, administration, and other staff members to authorize and otherwise enable the system.
 - d. Medicount will provide basic training to EMS Agency management personnel to facilitate the Billing Services upon commencement of the Agreement and thereafter as agreed to by the Parties.
 - e. Medicount will promptly process patient encounter information submitted by the EMS Agency and use the following using the Centers for Medicare and Medicaid Services ("CMS") Adopted Standards and Code Sets. Medicount will bill for EMS Services within guidelines established by EMS Agency and the insurance or third-party payor to whom the claim is submitted, provided in all cases such Billing Services will be in accordance with applicable Law, any billing policy adopted by EMS Agency, and this Agreement.

- f. Medicount will use commercially reasonable efforts to accurately enter into its billing system all procedural and demographic data necessary for the patient third-party billing, provided, however, that EMS Agency shall remain responsible for providing accurate and complete information to Medicount.
 - g. Medicount will submit claims using the most effective means available for each payor. Electronic filing will be used to the extent available and when mandated.
 - h. Medicount will communicate with patients and third-party payors on a regular monthly cycle based on EMS Agency guidelines. Up to three (3) attempts will be made to communicate with patients where there is inadequate information for EM Services billing purposes. Medicount may use automatic dialing systems to obtain missing insurance information and other information needed to process the billing claim for EMS Agency. Medicount shall exercise its sole discretion as to the form and substance of any automatic-dialing-system dialogue.
 - i. Medicount will provide toll-free phone lines and customer service staff to respond to patient inquiries and otherwise assist patients with copayments, insurance claims, and other related matters.
 - j. Medicount will correspond with third-party payors to resolve any coding misinterpretations or other issues that may arise during claims processing and settlement and otherwise remain current on payors' claim-information requirements.
 - k. Medicount will advise EMS Agency on how to promote public awareness about the billing process, establishing rates, payor participation, and other topics as mutually agreed.
 - l. Medicount will undergo an annual SSAE 18 audit and provide results to the EMS Agency upon request.
 - m. Medicount will respond to requests for information from attorneys representing patients using ChartSwap.
2. **Amendment of Exhibit.** The Parties may amend this Exhibit A from time to time upon mutual written Agreement.

EXHIBIT B
RESPONSIBILITIES OF EMS AGENCY

1. Responsibilities of EMS Agency. The responsibilities listed on this Exhibit B is in no way a limitation of the requirement that EMS Agency comply with its billing policies, applicable Laws, and this Agreement.

- a. EMS Agency will identify one administrative and one clinical representative to whom Medicount may address all matters related to Billing Services and this Agreement. Such representatives will have the power to bind the EMS Agency and will timely respond to questions and additional document requests of Medicount.
- b. EMS Agency represents and warrants that all information provided to Medicount shall be accurate and complete. EMS Agency shall be solely responsible for information accuracy, and Medicount shall have no obligation to verify the accuracy of information provided by the EMS Agency.
- c. EMS Agency will establish and enforce written policies and procedures in relation to the Billing Services, which will in all cases comply with applicable Laws and this Agreement.
- d. EMS Agency will provide Medicount with all information and otherwise complete and obtain signatures (patient, crew, physician or other authorized individuals) on all documents, charts, and other information needed to enable Medicount to submit claims on behalf of EMS Agency in compliance with applicable Laws. EMS Agency represents and warrants that it will obtain, at a minimum, the information and forms described in this Section (d), which no way limits EMS Agency's requirement to provide accurate and complete information in accordance with applicable Laws. EMS Agency agrees that Medicount may rely upon the existence of patient and crew signatures, or other authorizations submitted to Medicount in conformance with applicable Laws, including those rules specified on Exhibit F and otherwise described in this Agreement.
 - i. Patient's complete name, gender, address, phone number, social security number (if available), and date of birth;
 - ii. Information pertaining to the EM Services run including, but not limited to, nature of the call, incident location and zip code, squad assessment, treatment and narrative, crew-member identifiers and training levels, receiving hospital, and transport mileage;
 - iii. Insurance information includes the patient's primary and secondary insurances, payor address(es), group, guarantor identification number, primary insured's name, social security number, relationship to the patient, address, date of birth, and gender, if available.
 - iv. Assignment of Benefits form with required signatures;

- v. Medical information releases with required signatures;
- vi. Advance Beneficiary Notice of Noncoverage form with required signatures ;
- vii. Certificate of Medical Necessity form with required signatures;
- viii. If required, physician signatures on medical charts and other necessary medical documents that meet Medicare guidelines; and
- ix. Crew Signatures and/or Signature Log

**ALL SIGNATURES (PATIENT & CREW) PER MEDICARE
RULES MUST BE LEGIBLE**

- e. EMS Agency will use their best efforts to document the diagnosis or medical condition that supports the medical necessity of a patient's services if one exists. Medicount shall not be responsible for claim denials, partial payments, or payment reductions resulting from EM Services that are not deemed **Medically Necessary** by third-party payors.
- f. EMS Agency will assist Medicount in resolving issues and otherwise facilitating the exchange of information between Medicount and any hospitals, labs, or other entities necessary to support claims' submission and will timely provide any information requested by patients or third-party payors.
- g. When applicable, the EMS Agency will timely refund any overpayments to patients or insurance providers or authorize Medicount to make such refunds on EMS Agency's behalf.
- h. Before, or contemporaneously with, execution of this Agreement, EMS Agency will provide to Medicount any information required to enable Medicount to establish claims and payments processing with Medicare, Medicaid, insurance companies, and third-party payors, including but not limited to any insurance provider numbers issued to EMS Agency, copies of EMS Agency certifications, copies of any applicable driver licenses, licensed EM Services vehicle titles, licensures from the State Department of Health, any provider applications completed or currently in process by any provider, and any other information necessary for credentialing.
- i. EMS Agency will assist Medicount with EMS Agency's Medicare and Medicaid applications and revalidations in a timely manner. EMS Agency will promptly forward all correspondence from Medicare, Medicaid, insurance companies, and other third-party payors to Medicount. EMS Agency will provide Medicount with timely notice of any new payment contracts, HMO or PPO relationships, or other contracts so that Medicount may accommodate changes as necessary.
- j. EMS Agency shall provide Medicount with at least thirty (30) days' advance written notice of any EM Services changes and any applicable BLS, ALS, ALS2, and mileage

rate changes. No rate change shall be applicable until the EMS Agency has received written confirmation from Medicount acknowledging the rate change notice. Upon such rate change, the EMS Agency agrees to monitor relevant Medicount reports to confirm that the rate changes are implemented. Medicount shall not be responsible for any losses, payment delays, or lost revenue resulting from the EMS Agency's failure to follow the above policy.

- k. EMS Agency agrees to abide by Medicount's Patient Hardship Policy attached hereto as **Exhibit D** unless the EMS Agency has its own written policy, which Medicount will follow.
 - l. EMS Agency shall review and audit Medicount's billing reports monthly to verify the accuracy of the reports including, but not limited to, implementation of rate changes, the number of runs and mileage submitted to Medicount, information sufficient to determine ALS and BLS coding, and any other information submitted to Medicount for billing purposes. EMS Agency shall promptly report any errors to Medicount, but in any event no later than ninety (90) days following the submission of the run to Medicount by EMS Agency. The EMS Agency shall reconcile its bank accounts for the deposit of monthly EMS payments with reports made available to the EMS Agency through Medicount's Customer Portal. The EMS Agency shall promptly report any discrepancy or deposit not reflected on Medicount's statement to ensure a proper accounting and appropriate accrediting of patient accounts. Such notice shall be provided in writing within thirty (30) days of the bank statement date. To the extent possible, Medicount shall submit or resubmit any paperwork necessary to correct such errors. If the EMS Agency fails to identify and notify Medicount of any errors within ninety (90) days following the run(s) submission, EMS Agency waives any claim it may have against Medicount for such errors.
 - m. EMS Agency shall use Medicount's Write Off Policy attached hereto as **Exhibit E** unless Medicount has received and acknowledged receipt of a policy EMS Agency which dictates how write offs are handled.
 - n. EMS Agency will grant Medicount full access to its ePCR software to enable Medicount to assist in solving any issues that may arise.
 - o. In the event of an outside audit request, EMS Agency agrees to reimburse Medicount at the hourly rate of \$50.00 per hour plus reasonable expenses incurred by Medicount in responding to such audit, including but not limited to the cost of document reproduction and legal fees.
2. **Amendment of Exhibit.** The Parties may amend Exhibit B from time to time upon mutual written Agreement.

EXHIBIT C
Business Associate Addendum

This Addendum is effective on the ___ day of _____ 2023 (the "Effective Date") and is made part of the Client Services Agreement ("Agreement") by and between CITY OF MANSFIELD ("EMS Agency") and MEDICOUNT MANAGEMENT, INC. ("Business Associate") dated of even date herewith.

1. **Definitions.** Capitalized terms not otherwise defined in the Agreement shall have the meanings given to them in the Security, Breach Notification, and Enforcement Rules (the "HIPAA Rules") as contained in Title 45, Parts 160 and 164 of the Code of Federal Regulations as the same may be amended, restated, supplemented or replaced ("CFR") and are incorporated herein by reference.
2. **Prohibition on Unauthorized Use or Disclosure of Protected Health Information.** Business Associate acknowledges that any Protected Health Information ("PHI") provided to Business Associate by EMS Agency or any PHI created, maintained or transmitted by Business Associate or any authorized subcontractor or agent in connection with providing services to, or on behalf of EMS Agency, shall be subject to this Addendum. Business Associate shall not use or disclose any PHI it receives, creates, maintains or transmits, except as permitted or required by the Agreement or as otherwise required by law or authorized in writing by EMS Agency, and then only if such use or disclosure would not violate the Privacy Rule if used or disclosed by EMS Agency. Business Associate shall comply with: (a) the HIPAA Rules as if Business Associate was a Covered Provider under such rules; (b) state laws, rules and regulations that apply to PHI and that are not preempted by the HIPAA Rules or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (c) EMS Agency's Health Information Privacy and Security Policies and Procedures as the same may be amended, restated, supplements or replaced.
3. **Use and Disclosure of Protected Health Information.** Except as otherwise permitted herein, Business Associate shall use and disclose PHI only to the extent necessary to satisfy Business Associate's obligations under the Agreement or as required by law.
4. **Business Associate's Operations.** Business Associate also may use PHI it creates for or receives from EMS Agency to the extent necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities under the Agreement and hereunder. Business Associate may disclose PHI as necessary for such purposes only if:
 - a. The disclosure is required by law; or
 - b. Business Associate obtains reasonable assurance, evidenced by a written contract, from any person or organization to which Business Associate will disclose PHI that

such person or organization agrees to abide by the terms and conditions of this Addendum and specifically to: (i) hold such PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or as required by law; and (ii) notify Business Associate (who shall then promptly notify EMS Agency) of any instance of which the person or organization becomes aware that the confidentiality of such PHI was breached.

5. **Data Aggregation Services.** Business Associate may use PHI to provide Data Aggregation Services related to EMS Agency's emergency medical services. Notwithstanding the preceding, Business Associate hereby acknowledges that it may not sell any PHI except as otherwise permitted under the HIPAA Rules.
6. **PHI Safeguards.** Business Associate shall develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to prevent the improper use or disclosure of any PHI received from or on behalf of EMS Agency.
7. **Electronic Health Information Security and Integrity.** Business Associate shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures and safeguards in compliance with the HIPAA Rules and other applicable laws and regulations to preserve the integrity and confidentiality of all electronically-maintained or transmitted PHI that Business Associate creates, maintains, transmits and/or receives from or on behalf of EMS Agency pertaining to an Individual. Business Associate shall document and keep these security measures current.
8. **Subcontractors and Agents.** Business Associate shall require each subcontractor or agent to whom it may provide PHI or Health Information received from or on behalf of EMS Agency or who otherwise create, receive, maintain, or transmit PHI on behalf of Business Associate to agree to the same restrictions, conditions, and requirements as to the protection of such PHI as are imposed on Business Associate by this Addendum.
9. **Access to PHI by Individuals.** Business Associate agrees to provide access, at the request of EMS Agency and during normal business hours, to PHI in a Designated Record Set to EMS Agency or, as directed by EMS Agency, to an Individual or an Individual's designee in order to meet the requirements of Section 164.524 of the CFR provided that EMS Agency delivers to Business Associate a written notice at least five (5) business days before the date on which access is requested. Subject to such notice requirements, Business Associate shall permit an Individual or an Individual's designee to inspect and copy PHI pertaining to such Individual in Business Associate's custody or control. Business Associate shall establish procedures for access to the PHI maintained by Business Associate in Designated Record Sets in the time and manner designated by EMS Agency to enable EMS Agency to fulfill its obligations under the HIPAA Rules. Business Associate shall produce PHI in electronic format if Individual requests such PHI to be delivered in such format and the PHI is readily producible in such format.

10. **Accounting to EMS Agency and Government Agencies.** Unless otherwise protected or prohibited from discovery or disclosure by law, Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or on behalf of EMS Agency or created, maintained, or transmitted by Business Associate available to EMS Agency and to the Secretary or its designee for the purpose of providing an accounting of disclosures to an Individual or an Individual's designee or determining Business Associate's compliance with the HIPAA Rules. Business Associate shall have a reasonable time within which to comply with a written request for such access to PHI and in no case will Business Associate be required to provide access earlier than at least five (5) business days before the receipt of written notice of the requested access date unless otherwise designated by the Secretary.

11. **Accounting to Individuals.** Business Associate agrees to maintain necessary and sufficient documentation of disclosures of PHI as would be required for EMS Agency to respond to a request by an Individual for an accounting of such disclosures in accordance with 45 CFR Section 164.528. Upon the request of EMS Agency, Business Associate shall provide documentation made by this Agreement to permit EMS Agency to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with Title 45, Part 164, Section 164.528 of the HIPAA Rules. Business Associate shall have a reasonable time within which to comply with such a request from EMS Agency and in no case shall Business Associate be required to provide such documentation in less than five (5) business days of Business Associate's receipt of such request. Except as provided for in this Agreement, if Business Associate receives a request for access to PHI, an amendment of PHI, an accounting of disclosure, or other similar requests directly from an Individual, Business Associate will redirect the Individual to the EMS Agency.

12. **Correction of Health Information/ Restriction on Disclosure.** Business Associate shall, upon receipt of notice from EMS Agency, promptly amend or correct PHI received from or on behalf of EMS Agency. Business Associate shall promptly identify and provide notice of such amendment to all agents and subcontractors who create, maintain, or rely on the PHI that is the subject of the amendment. Business Associate further agrees to comply with any restrictions on the disclosure of an Individual's PHI subject to the applicable limits under the HIPAA Rules.

13. **Minimum Necessary Determination.** Business Associate shall use its professional judgment to determine the minimum amount and type of PHI necessary to fulfill its obligations under the Agreement. Business Associate represents that it will request only the minimum necessary PHI in connection with its performance of duties under this Agreement. Business Associate acknowledges that EMS Agency will rely on its determination for compliance with the minimum necessary standards under Title 45, Parts 160 and 164 of the CFR.

14. **Reporting.** Business Associate shall report to EMS Agency any unauthorized use or disclosure of PHI of which it becomes aware that is not provided for in this Agreement, including breaches of unsecured PHI and any security incident. Business Associate shall report such unauthorized use or disclosure to EMS Agency's Privacy Official no later than 10 business days after Business Associate learns of such breach or security incident. Business Associate's report shall at minimum: (a) state the nature of the unauthorized use or disclosure of PHI; (b) identify the PHI used or disclosed; (c) identify the unauthorized user or recipient of the disclosure; (d) indicate what Business Associate has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure; (e) indicate what corrective action Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure; and (f) provide such other information, including a written report, as reasonably requested by EMS Agency's Privacy Official.

15. **Obligations of EMS Agency.**

(a) EMS Agency shall notify Business Associate of any limitations in the privacy practices of EMS Agency under 45 CFR Section 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(b) EMS Agency shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI;

(c) EMS Agency shall notify Business Associate of any restriction on the use or disclosure of PHI that EMS Agency has agreed to or is required to abide by under 45 CFR Section 162.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

16. **Right to Terminate for Breach.** Notwithstanding any other provision of this Agreement, EMS Agency shall have the right to terminate the Agreement if it determines, in its sole discretion, that Business Associate has violated a material term of this Addendum or any provision of Title 45, Parts 160 and 164 of the CFR. EMS Agency may exercise this right by providing written notice to the Business Associate of termination, with such notice stating the violation that provides the basis for the termination. Any such termination shall be effective immediately or at such other date specified by EMS Agency in its written notice.

17. **Return or Destruction of Health Information.** Upon termination, cancellation, expiration, or another conclusion of this Agreement, Business Associate, concerning PHI receipt from EMS Agency, or created, maintained, or received by Business Associate on behalf of EMS Agency, shall:

- (a) Retain only that PHI necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibility.
- (b) Return to EMS Agency or, if agreed to by EMS Agency, destroy the remaining PHI maintained by Business Associate in any form;
- (c) Continue to use appropriate safeguards and comply with the HIPAA Rules with respect to electronic PHI to prevent use or disclosure of the PHI other than as provided for in this Section, for as long as Business Associate retains the PHI;
- (d) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out herein that applied before termination;
- (e) Return to EMS Agency the retained PHI when Business Associate no longer needs it for its proper management and administration or to carry out its legal responsibilities; and
- (f) Transmit the PHI to another EMS Agency Business Associate at termination as requested by the EMS Agency.

18. **Continuing Obligations.** Business Associate's obligation to protect PHI received from or on behalf of EMS Agency shall be continuous and shall survive any termination, cancellation, expiration, or other conclusions of the Agreement.

19. **Automatic Amendment.** Upon the effective date of any amendment to the HIPAA Rules, the Agreement shall automatically be amended such that the obligations imposed on Business Associate as a Business Associate remains in compliance with such regulations.

IN WITNESS, WHEREOF, the Parties have executed this Addendum as of the Effective Date

EMS AGENCY:
CITY OF MANSFIELD

BUSINESS ASSOCIATE:
MEDICOUNT MANAGEMENT, INC.

By: _____ [Signature]

By: _____

Print Name: _____ [Signature]

Print Name: Joseph A. Newcomb

Title: _____ [Signature]

Title: President

EXHIBIT D

PATIENT HARDSHIP POLICY (if applicable)

To establish a billing policy that allows for the waiver of ambulance transport fees based on established Department of Health and Human Services Poverty Guidelines, and to abide by decisions made by the United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, and the Office of Inspector General (OIG).

SCOPE:

This policy pertains to all individuals transported by clients of Medicount Management, Inc. (MMI).

PROCEDURE:

1. Patients who are unable to pay their co-pays or deductibles or who are uninsured and unable to make payments may request a financial hardship review of their transport fee. Patients, or their designee, must complete an "EMS Hardship Waiver Form" which form requires inclusion of documentation to verify necessity of waiver.
2. The waiver application will be forwarded to the patient or patient's representative for completion & return to Medicount. The ultimate determination will be noted on the form and in the patient's account and transmitted by letter to the patient.

GUIDELINES:

1. If insurance information is provided, insurance must be billed out before a waiver request is approved or denied.
2. Payment plans will be set up so that the provided credit card is automatically charged the agreed to amount on a monthly basis.
3. A minimum \$50 per month payment plan will be implemented when possible.
4. A patient who provides a letter of approval of financial assistance from a medical facility will be approved by MMI for the same reduction amount unless the EMS Agency's policy regarding write offs provides otherwise
5. A balance of approximately \$100 or less may be written off based on the patient's economic circumstances.

Financial hardship determinations will be based on the following schedule (excluding collection clients):

2023 Poverty Guidelines: 48 Contiguous States (all states except Alaska and Hawaii)

Per Year

Household/ Family Size	25%	50%	75%	100%	125%	150%	135%	135%	135%	135%	150%	175%	150%	155%	185%	200%
1	\$3,645	\$7,290	\$10,935	\$14,580	\$18,225	\$21,870	\$25,515	\$29,160	\$32,805	\$36,450	\$40,095	\$43,740	\$47,385	\$51,030	\$54,675	\$58,320
2	\$4,930	\$9,860	\$14,790	\$19,720	\$24,650	\$29,580	\$34,510	\$39,440	\$44,370	\$49,300	\$54,230	\$59,160	\$64,090	\$69,020	\$73,950	\$78,880
3	\$6,215	\$12,430	\$18,645	\$24,860	\$31,075	\$37,290	\$43,505	\$49,720	\$55,935	\$62,150	\$68,365	\$74,580	\$80,795	\$87,010	\$93,225	\$99,440
4	\$7,500	\$15,000	\$22,500	\$30,000	\$37,500	\$45,000	\$52,500	\$60,000	\$67,500	\$75,000	\$82,500	\$90,000	\$97,500	\$105,000	\$112,500	\$120,000
5	\$8,785	\$17,570	\$26,355	\$35,140	\$43,925	\$52,710	\$61,495	\$70,280	\$79,065	\$87,850	\$96,635	\$105,420	\$114,205	\$122,990	\$131,775	\$140,560
6	\$10,070	\$20,140	\$30,210	\$40,280	\$50,350	\$60,420	\$70,490	\$80,560	\$90,630	\$100,700	\$110,770	\$120,840	\$130,910	\$140,980	\$151,050	\$161,120
7	\$11,355	\$22,710	\$34,065	\$45,420	\$56,775	\$68,130	\$79,485	\$90,840	\$102,195	\$113,550	\$124,905	\$136,260	\$147,615	\$158,970	\$170,325	\$181,680
8	\$12,640	\$25,280	\$37,920	\$50,560	\$63,200	\$75,840	\$88,480	\$101,120	\$113,760	\$126,400	\$139,040	\$151,680	\$164,320	\$176,960	\$189,600	\$202,240
9	\$13,925	\$27,850	\$41,775	\$55,700	\$69,625	\$83,550	\$97,475	\$111,400	\$125,325	\$139,250	\$153,175	\$167,100	\$181,025	\$194,950	\$208,875	\$222,800
10	\$15,210	\$30,420	\$45,630	\$60,840	\$76,050	\$91,260	\$106,470	\$121,680	\$136,890	\$152,100	\$167,310	\$182,520	\$197,730	\$212,940	\$228,150	\$243,360
11	\$16,495	\$32,990	\$49,485	\$65,980	\$82,475	\$98,970	\$115,465	\$131,960	\$148,455	\$164,950	\$181,445	\$197,940	\$214,435	\$230,930	\$247,425	\$263,920
12	\$17,780	\$35,560	\$53,340	\$71,120	\$88,900	\$106,680	\$124,460	\$142,240	\$160,020	\$177,800	\$195,580	\$213,360	\$231,140	\$248,920	\$266,700	\$284,480
13	\$19,065	\$38,130	\$57,195	\$76,260	\$95,325	\$114,400	\$133,475	\$152,550	\$171,625	\$190,700	\$209,775	\$228,850	\$247,925	\$267,000	\$286,075	\$305,150
14	\$20,350	\$40,700	\$61,050	\$81,400	\$101,750	\$122,100	\$142,450	\$162,800	\$183,150	\$203,500	\$223,850	\$244,200	\$264,550	\$284,900	\$305,250	\$325,600

Household/ Family Size	225%	250%	275%	300%	325%	350%	375%	400%	500%	600%	700%	800%	1000%
1	\$32,805	\$34,450	\$40,095	\$43,740	\$47,385	\$51,030	\$54,675	\$58,320	\$72,900	\$87,480	\$102,060	\$116,640	\$145,800
2	\$44,370	\$49,300	\$54,230	\$59,160	\$64,090	\$69,020	\$73,950	\$78,880	\$98,600	\$118,320	\$138,040	\$157,760	\$197,200
3	\$55,935	\$62,150	\$68,365	\$74,580	\$80,795	\$87,010	\$93,225	\$99,440	\$124,300	\$149,160	\$174,020	\$198,880	\$248,600
4	\$67,500	\$75,000	\$82,500	\$90,000	\$97,500	\$105,000	\$112,500	\$120,000	\$150,000	\$180,000	\$210,000	\$240,000	\$300,000
5	\$79,065	\$87,850	\$96,635	\$105,420	\$114,205	\$122,990	\$131,775	\$140,560	\$175,700	\$210,840	\$245,980	\$281,120	\$351,400
6	\$90,630	\$100,700	\$110,770	\$120,840	\$130,910	\$140,980	\$151,050	\$161,120	\$201,400	\$241,680	\$281,960	\$322,240	\$402,800
7	\$102,195	\$113,550	\$124,905	\$136,260	\$147,615	\$158,970	\$170,325	\$181,680	\$227,300	\$272,520	\$317,740	\$362,960	\$454,200
8	\$113,760	\$126,400	\$139,040	\$151,680	\$164,320	\$176,960	\$189,600	\$202,240	\$252,800	\$303,360	\$353,920	\$404,480	\$505,600
9	\$125,325	\$139,250	\$153,175	\$167,100	\$181,025	\$194,950	\$208,875	\$222,800	\$278,500	\$334,200	\$389,900	\$445,600	\$557,000
10	\$136,890	\$152,100	\$167,310	\$182,520	\$197,730	\$212,940	\$228,150	\$243,360	\$304,200	\$365,040	\$425,880	\$486,720	\$608,400
11	\$148,455	\$164,950	\$181,445	\$197,940	\$214,435	\$230,930	\$247,425	\$263,920	\$329,900	\$395,880	\$461,860	\$527,840	\$659,800
12	\$160,020	\$177,800	\$195,580	\$213,360	\$231,140	\$248,920	\$266,700	\$284,480	\$355,600	\$426,720	\$497,840	\$568,960	\$711,200
13	\$171,585	\$190,650	\$209,715	\$228,780	\$247,845	\$266,910	\$285,975	\$305,040	\$381,300	\$457,560	\$533,820	\$610,080	\$762,600
14	\$183,150	\$203,500	\$223,850	\$244,200	\$264,550	\$284,900	\$305,250	\$325,600	\$407,000	\$484,400	\$562,800	\$641,200	\$804,000

EXHIBIT E

MEDICOUNT MANAGEMENT, INC. WRITE-OFF POLICY

Revenue Cycle Management requires that claim receivables be written off after certain procedures have been followed. Following are Medicount Management, Inc.'s (MMI) guidelines for writing off a claim. Please note, writing off a claim is considered the last resort as uncollectible claims serve neither party.

A patient account will be written off if the following criteria are met:

1. **If all three:** No name, no address, no phone - write off immediately.
2. The account is submitted to a collection agency.
3. The patient account has gone through MMI's claims processing procedures:
 - a. Attempt to obtain patient insurance information from the hospital; electronically, face sheets, spreadsheets.
 - b. Run the patient through MMI's hospital patient database and all other available databases.
 - c. Send registration letter to patient requesting insurance information.
 - d. Attempt to contact the patient by telephone.
 - e. Send patient three (3) statements.
 - f. If any statements are returned, try to determine patient's correct address. If not available, no further statements need be sent.
 - g. Patient's insurance (primary, secondary, other) has paid out the maximum allowable under all policies and guidelines and no further amount is due.
 - h. The patient has not entered into an approved financial hardship plan.
 - i. If the balance is less than \$30 and "a" to "h" above have been met.

EXHIBIT F

CMS Signature Requirements

For medical review purposes, Medicare requires that services provided/ordered be substantiated by the author. The method used shall be a hand written or an electronic signature. Stamp signatures are not acceptable.

HANDWRITTEN SIGNATURE

A handwritten signature is a mark or sign by an individual on a document to signify knowledge, approval, acceptance or obligation.

If the signature is ~~typed~~ by ACs, MACs, PSCs, ZPICs and CERT shall consider evidence in a signature log or attestation statement to determine the identity of the author of a medical record entry.

If the signature is ~~typed~~ by ACs, MACs, PSCs, ZPICs and CERT shall disregard the order during the review of the claim.

If the signature is ~~typed~~ by ACs, MACs, PSCs, ZPICs and CERT shall accept a signature attestation from the author of the medical record entry.

SIGNATURE LOG

A signature log lists the typed or printed name of the author associated with initials or an illegible signature. The signature log might be included on the actual page where the initials or illegible signature are used or might be a separate document. The provider should also list his/her credentials in the log.

SIGNATURE ATTESTATION STATEMENT

An attestation statement may be submitted to authenticate an illegible or missing signature on medical documentation. In order to be considered valid for Medicare medical review purposes, an attestation statement must be signed and dated by the author of the medical record entry and must contain sufficient information to identify the beneficiary.

Reviewers will consider all situations that meet CMS requirements regardless of the date the attestation was created, except in those cases where the regulations or policy indicate that a signature must be in place prior to a given event or a given date.

The following page contains an acceptable form that suppliers may use as an attestation statement. However, CMS and CGS are neither requiring nor instructing suppliers to use this form or format.

ELECTRONIC SIGNATURES

Due to the potential for misuse or abuse with electronic signature methods, providers should use a system and software products which are protected against modification, etc., and should apply administrative procedures which are adequate and correspond to recognized standards and laws. The individual whose name is on the electronic signature method and the provider bears the responsibility for the authenticity of the information being attested to.

Please refer to the CMS Pub: 100-08, Medicare Program Integrity Manual, Chapter Three - Section 3.1.2.4 for additional information concerning signature requirements.



Revised August 11, 2015
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BILL#23-054*

ORDINANCE # _____

BY: MR. DAVENPORT

Authorizing the Public Works Director to execute two (2) purchase and sale agreements, and any other necessary documentation, to effectuate the City of Mansfield’s purchase of certain real property, respectively identified as Richland County Auditor’s Parcel Nos. 0270211413000 and 0270202103000, and declaring an emergency.

WHEREAS, the Ohio Constitution, Section 717.01 of the Ohio Revised Code, and Section 2.01 of the City of Mansfield Charter empower the Mansfield City Council to acquire title to, and other interests in, real property in the name of the City, and

WHEREAS, City Council desires to purchase two (2) parcels of real estate located in the City’s corporate boundaries, more particularly identified as Richland Auditor’s Parcel Nos. 0270211413000 (137 Alpine Drive, Mansfield, Ohio 44906) and 0270202103000 (171 S. Brookwood Way, Mansfield, Ohio 44906) (collectively, the “Property”), and

WHEREAS, the current respective owners of the parcels have agreed to sell the Property for the total purchase prices of \$176,750 and \$167,000, and

WHEREAS, City Council finds it to be in the best interests of the City and its residents to proceed with the purchase of the Property for the aforementioned purchase prices, pursuant to the terms and conditions of the two (2) purchase and sale agreements negotiated by the City and Property owners, attached as Exhibit A and Exhibit B to this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO:


SECTION 1. That the Public Works Director, on behalf of the City, is hereby authorized to execute the purchase and sale agreements in substantially the same forms as Exhibit A and Exhibit B, and all other necessary documents, to consummate the City’s purchase of the Property.

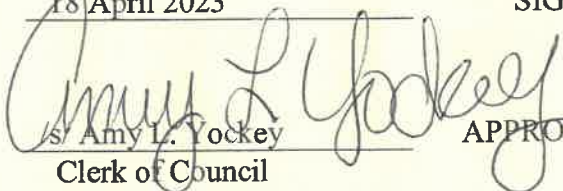
SECTION 2. That the purchase price for the properties shall be paid from the Sewer Fund (#503), Non-Departmental Expenses (503.99.99), Capital Outlay Classification.

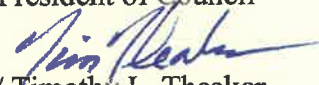
SECTION 3. That it is found and determined that all formal actions of the Council relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

SECTION 4. That the reason for the immediate necessity to enter into the purchase and sale agreements is to promptly address certain public infrastructure improvements that must be made in the immediate vicinity of the Property and which have presently, or will have in the future, a detrimental impact on the Property owners, who are City residents. This measure is determined to be an emergency ordinance for the immediate preservation of the public peace, health, safety and welfare of the City of Mansfield and its inhabitants and, providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its adoption, otherwise from and after the earliest time by law, after its passage and approval by the Mayor.

Caucus 18 April 2023
1st Reading 18 April 2023
2nd Reading _____
PASSED 18 April 2023


SIGNED /s/ David Falquette
President of Council

ATTEST 
/s/ Amy L. Yockey
Clerk of Council

APPROVED 
/s/ Timothy L. Theaker
Mayor

APPROVED AS TO FORM: John R. Spon
Law Director
City of Mansfield, Ohio

*Publication required.

PURCHASE AND SALE AGREEMENT

This **PURCHASE AND SALE AGREEMENT** (this "Agreement") is made and entered into as of the ____ day of _____, 2023 (the "Effective Date") by the **CITY OF MANSFIELD, OHIO**, with an address of 30 North Diamond Street, Mansfield, Ohio 44902 ("Buyer"), and **ROBIN A. ROTHAAAR**, with an address of 137 Alpine Drive, Mansfield, Ohio 44906 ("Seller") (Buyer and Seller may be individually referred to herein as a "Party" and collectively as the "Parties").

In consideration of the mutual representations and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Buyer and Seller covenant and agree as follows:

TERMS AND CONDITIONS

1. **Purchase and Sale.** Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, upon the terms and conditions set forth herein, one (1) parcel of real property with a common address of 137 Alpine Drive, Mansfield, Ohio 44906, together with all associated improvements, easements, rights-of-way and appurtenances belonging or in any way appertaining thereto (the "Property"). The Property is more particularly described as Richland County Auditor's Parcel No. 0270211413000. The Property includes all rights, licenses, privileges and benefits which relate thereto, of every kind, character and description, now existing and/or existing on the Closing Date (as defined below), whether tangible or intangible, real, personal or mixed.

2. **Purchase Price.** The total purchase price for the Property shall be One Hundred Seventy-Six Thousand Seven Hundred Fifty Dollars and 00/100 (\$176,750) (the "Purchase Price"). The Parties agree the Purchase Price constitutes the fair market value of the Property, and is just and reasonable compensation to Seller for the conveyance of the Property to Buyer. If this Agreement is not terminated by Buyer pursuant to the terms and conditions set forth herein, Buyer shall pay the balance of the Purchase Price to Seller on the Closing Date, subject to proration and credits as provided herein.

3. **Due Diligence and Approval Period.**

(a) Buyer's obligations hereunder are subject to Buyer being satisfied regarding the condition and suitability of the Property in all respects, in Buyer's sole discretion, during a period of sixty (60) days following the Effective Date (the "Due Diligence and Approval Period").

(b) Buyer shall have the right during the Due Diligence and Approval Period to commence physical tests and inspections of the Property, and to undertake any engineering, environmental, soils or other studies on the Property, at Buyer's sole cost; provided, however, Buyer shall give Seller reasonable advance notice of any proposed entry onto the Property for such purposes. Seller shall cooperate with Buyer in its Property inspections, and shall not unreasonably restrict Buyer's access to the Property, during the Due Diligence and Approval Period. Matters subject to Buyer's review may include, by way of example and without limitation, title, surveys, review of physical conditions, financial feasibility, development costs, utility

availability, sanitary and storm water facilities, soil and subsurface conditions, environmental conditions and restrictive covenants.

(c) During the Due Diligence and Approval Period, Buyer may obtain a commitment for an owner's policy of title insurance insuring Buyer's ability to obtain satisfactory title to the Property.

(d) If Buyer notifies Seller of any title defects, exceptions or survey objections (each an "Objection" and collectively, "Objections") within the Due Diligence and Approval Period, Seller shall have ten (10) days from receipt of such notice in which to either: (i) cure such Objection(s), or commit to cure them on or before the Closing Date; or (ii) notify Buyer in writing that Seller is unable or unwilling to cure such Objection(s), in which case Buyer shall have ten (10) days from its receipt of such notice in which to elect in writing to either: (i) accept such title as Seller is willing and able to convey; or (ii) terminate this Agreement, in which case the Parties will have any further obligations to one another. Seller shall be responsible for causing all matters of a monetary nature to be released at or prior to the Closing Date, including, without limitation, mortgages, judgment liens, mechanic's liens, penalties, and the like.

(e) Within ten (10) days after the Effective Date hereof, Seller shall, if not already made available to Buyer, deliver or cause to be delivered copies of the following documents and materials pertaining to the Property to the extent they are within Seller's possession or control, together with an attestation that the documents provided constitute all of the Due Diligence Materials within Seller's possession or control: title commitments/policies, surveys, site plans and specifications, architectural plans, inspections, environmental/hazardous material reports, soils reports, governmental permits/approvals, tax information and utility letters, leases for all or any part of the Property, rent roll, copy of service contracts, certificate(s) of occupancy, warranties and guaranties, commission agreements, and other similar materials relating to the physical and environmental condition of the Property, and any other documents relating to the Property reasonably requested by Buyer (collectively the "Due Diligence Materials"). The Due Diligence and Approval Period shall be extended by one day for each day Seller delays in making the Due Diligence Materials available to Buyer

(f) Nothing in this Agreement shall be construed as imposing any limitations upon the reasons for which Buyer may decide not to purchase the Property. Buyer shall have the right, in its sole discretion, for any reason or no reason, to terminate this Agreement by providing Seller with written notice of Buyer's decision to terminate at any time prior to the expiration of the Due Diligence and Approval Period.

4. Other Conditions Precedent to Closing. In addition to the due diligence contingencies set forth in Section 3 above, Buyer's obligations under this Agreement are conditioned upon Buyer's legislative body holding all requisite proceedings to approve the acquisition of the Property and the transaction contemplated by this Agreement.

5. Closing; Closing Adjustments and Costs; Closing Documents.

(a) Closing Date. The closing of the purchase contemplated herein (the "Closing") shall be on a date selected by Buyer and Seller that is no later than thirty (30) days after the expiration of, or Buyer's earlier waiver of, the Due Diligence and Approval Period (the "Closing Date"). The Closing shall take place at such time and place as may be mutually agreed by Buyer and Seller.

(b) Closing Costs. At Closing, Buyer shall pay all closing costs, transfer taxes, title examination fees, and title insurance premiums necessary to provide Buyer with an owner's policy of title insurance. Buyer and Seller shall each be responsible for the payment of their own attorneys' fees and expenses associated with this transaction. Buyer shall be further responsible for the preparation and recording cost regarding deeds associated with the conveyance of title to the Property to Buyer.

(c) Prorated Real Estate Taxes. Buyer and Seller shall prorate all real property taxes and assessments related to the Property as of the date of Closing (collectively, "Taxes"), with the day of Closing being treated as the first day of ownership by Buyer. Seller shall be responsible for payment of all Taxes accruing prior to the Closing Date. If the final tax bill(s) for the Property is not available at Closing, the Taxes shall be prorated based upon the latest available tax duplicate(s) for the Property, using the method customary in Richland County, Ohio.

(d) Deeds. At Closing, Seller shall convey to Buyer good and marketable fee simple title to the Property by recordable General Warranty Deed, with release of any and all dower rights (if applicable), and free and clear of all liens and encumbrances by any party claiming by, through or under Seller, except: (i) liens for real property taxes and assessments not yet due and payable as of the Closing Date; (ii) easements and restrictions of record; and (iii) governmental laws, restrictions and ordinances affecting the Property.

(e) Other Closing Documents from Seller. At Closing, in addition to executed deeds, Seller shall deliver to Buyer all documents that may be reasonably requested by the closing agent or Title Company to ensure that good and marketable title is transferred to Buyer.

6. Holdover Period; Possession.

(a) Seller shall be entitled to continue occupying the Property for a period of One Hundred Twenty (120) days, beginning on the Closing Date (the "Holdover Period"); provided, Seller fulfills all requirements set forth in this Section 6. Seller shall be considered a tenant, and Buyer shall be considered fee simple owner and landlord, of the Property during the Holdover Period. Seller shall not be required to pay any rent or other fees to Buyer in exchange for Seller's occupancy of the Property during the Holdover Period.

(b) Seller shall carry and maintain, at Seller's sole cost and expense (subject to the partial reimbursement set forth in Section 6(e) below), with companies authorized to do business in Ohio, a renters insurance policy or policies with sufficient limits and reasonably satisfactory to Buyer (in Buyer's sole discretion) providing coverage for, at a minimum: (i) the protection of Seller's personal property on the Property; and (ii) medical payments to third-parties who suffer injury on the Property during the Holdover Period. Seller shall provide Buyer with

certificate(s) evidencing Seller's maintenance of the requisite insurance coverage described herein on the Closing Date.

(c) Seller shall immediately notify Buyer if any policy or policies of insurance carried by Seller to satisfy the insurance coverage requirements in Section 6(b) above are threatened, suspended or terminated during the Holdover Period. In that case, Buyer may do any or all of the following: (i) require Seller to obtain additional renters insurance coverage; (ii) consent in writing to the continuation of the Holdover Period absent the threatened, suspended or terminated insurance coverage; or (iii) serve a written notice on Seller terminating the Holdover Period and requiring Seller to vacate the Property within three (3) days of the date of the termination notice.

(d) Seller shall deliver exclusive possession of the Property to Buyer, and remove all of Seller's personal property from the premises, no later than the date immediately following the last day of the Holdover Period.

(e) Presuming Seller maintains the renters insurance coverage required herein throughout the Holdover Period, Buyer agrees to reimburse Seller for Seller's costs associated with securing such insurance coverage, up to Three Hundred Dollars and 00/100 (\$300). Such reimbursement shall be delivered to Seller within thirty (30) days followed termination of the Holdover Period.

7. Seller's Representations and Warranties. Seller hereby covenants, represents and warrants to Buyer with respect to the Property, as of the Effective Date and again as of the Closing Date:

(a) Seller has all requisite power and lawful authority to enter into and perform the obligations required of Seller under this Agreement, and execute and deliver the deed conveying title to the Property to Buyer.

(b) Seller has good and marketable fee simple title to the Property, and the same is or will be unencumbered at the Closing Date, except for matters of record, which shall be subject to Buyer's approval. There are no boundary disputes or other matters affecting title or the legal description of the Property.

(c) Seller has not entered into any unrecorded agreements to lease, sell, mortgage or otherwise encumber or dispose of any interest in the Property, except for this Agreement.

(d) Seller has not received notice of any action, suit or proceeding that is pending or threatened, before or by any judicial body, any governmental agency or authority, against or affecting all or any part of the Property.

(e) Seller has not received notice of any mechanic's lien, materialman's lien or lis pendens action affecting the Property, and, as of the Closing Date, all sewer, water and other utility bills for utility usage on the Property that are then due will be paid in full.

(f) There are no private restrictions or conditions, by deed, contract relating to the Property or otherwise, which do not appear of record. There are no unrecorded easements; options; rights of first refusal; leases; licenses; agreements relating to any lease, purchase or development of the Property; or other unrecorded agreements of any kind or nature whatsoever relating to the Property that would interfere with or adversely affect this Agreement.

(g) No party other than Seller shall be in possession of the Property during the Holdover Period, and no party other than Buyer shall be in possession of the Property upon termination of the Holdover Period.

The truth and accuracy of the foregoing representations and warranties shall be a condition precedent to the Closing. The provisions of this Section 7 shall survive the Closing.

8. Buyer's Representations and Warranties. Buyer hereby covenants, represents and warrants to Seller, as of the Effective Date and again as of the Closing Date, that Buyer is an Ohio political subdivision organized and incorporated under the laws of the State of Ohio, and has the full right, power and authority to enter into this Agreement, to purchase the Property as provided herein, and to carry out Buyer's obligations hereunder (subject to Section 4 herein).

9. Risk of Loss. Seller will deliver the Property to Buyer at the conclusion of the Holdover Period in substantially the same condition and repair as of the date of this Agreement. All risk of loss with respect to the Property shall remain with Seller until the Closing Date, at which time the risk of loss shall shift to Buyer (excepting items which may be covered by a renters insurance policy carried by Seller during the Holdover Period).

10. As-Is. The sale of the Property hereunder is, and except as expressly set forth in this Agreement shall be, made on an "as is", "where is", and "with all faults and defects" basis, without additional representations or warranties of any kind or nature, whether express, implied or otherwise, including any representation or warranty concerning title to the Property, the physical condition of the Property (including the condition of the soils thereon), the environmental condition of the Property, or any other representation or warranty pertaining to the Property. Buyer will acquire the Property solely on the basis of its own examinations of the Property (subject to any documents and records provided to Buyer by Seller pursuant to this Agreement), and Buyer acknowledges that it has had or will have the opportunity to conduct sufficient due diligence prior to the Closing Date pursuant to the terms and conditions of this Agreement.

11. Damage and Condemnation. If, at any time prior to Closing, all or any part of the Property is damaged by casualty, or taken or appropriated by virtue of eminent domain or similar proceedings, or is condemned for any public or quasi-public use, then Buyer may, in its sole discretion, terminate this Agreement and thereafter neither Party will have any further obligations hereunder. If Buyer terminates this Agreement in accordance with this provision, Seller shall be entitled to receive all insurance proceeds and/or condemnation proceeds payable for the affected portion of the Property. If Buyer instead elects to maintain this Agreement in full force and effect: (i) Buyer shall be entitled to receive all insurance proceeds and/or condemnation proceeds payable for that portion of the Property damaged or taken, and Seller shall execute such assignments or

other instruments as are necessary to transfer such proceeds to Buyer; or (ii) Buyer shall receive a credit against the Purchase Price equal to the amount of the insurance or condemnation proceeds actually paid to Seller with any remaining proceeds to be transferred to Buyer at Closing.

12. Default. If, following the full execution of this Agreement, either Party defaults in the performance of its duties or obligations hereunder, or any representation or warranty hereunder is otherwise untrue or incomplete, the following terms and conditions shall apply:

(a) If Buyer defaults on any obligations contained in this Agreement, Seller must give Buyer written notice of the default and a ten (10) day opportunity to cure said default. If Buyer remains in default following the ten (10) day cure period, Seller's sole remedy shall be to terminate this Agreement, and thereafter neither Party will have any further obligations hereunder.

(b) If Seller defaults on any obligations contained in this Agreement, then Buyer shall have the right to either: (i) pursue specific performance against Seller; or (ii) terminate this Agreement and pursue any remedy available at law or in equity.

13. Notices. Any notices delivered to a Party pursuant to this Agreement shall be delivered to the recipient-Party at the address listed below (or such other address that may be designated in writing by the Party following the Effective Date) by: (i) personal delivery; (ii) certified mailing via the U.S. Postal Service, return receipt requested; or (iii) or by a nationally recognized overnight courier service. A copy of the notice shall also be sent to the recipient-Party's designated e-mail address(es) listed below (or such other e-mail address(es) that may be designated in writing by the Party following the Effective Date). A notice properly addressed to the recipient-Party shall be deemed given and effective upon: (i) receipt by the recipient-Party, if delivered personally or by overnight courier; or (ii) the conclusion of the third business day after deposit in the mail if mailed via certified USPS mailing.

IF TO SELLER:

Robin A. Rothaar
137 Alpine Drive
Mansfield, Ohio 44906
Email: _____

IF TO BUYER:

City of Mansfield, Ohio
Attn: _____
30 North Diamond Street
Mansfield, Ohio 44902
Email: _____

14. Time of the Essence. Time is of the essence with respect to the completion and fulfillment of all terms and conditions set forth in this Agreement.

15. No Broker. No real estate broker has been used in connection with this transaction.

16. Miscellaneous.

(a) This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto, their respective heirs, legal representatives, successors and assigns.

(b) This Agreement contains the entire agreement of the Parties with respect to the purchase and sale of the Property contemplated herein, and no other agreement, statement or promise made by any Party, or any officer, representative, employee or agent of any Party, whether express or implied, oral or written, that is not contained in this Agreement shall be binding or valid.

(c) This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument.

(d) This Agreement may only be amended by written amendment signed by Buyer and both Seller.

(e) The time in which any act provided by this Agreement is to be done shall be computed by excluding the first day and including the last day, unless the last day is a Saturday, Sunday, or legal holiday, in which event the last day shall also be excluded.

(f) If either Party shall be delayed or prevented from the performance of any act required by this Agreement by reason of acts of God, strikes, lockouts, pandemic, labor troubles, inability to procure materials, restrictive governmental laws or regulations, or other cause, without fault and beyond the reasonable control of the Party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

(g) No failure by either Party to insist upon the strict performance of the other Party's obligation under any covenant, agreement, term or condition set forth herein, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach, or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, agreement and term of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach. No waiver of any breach shall in any event be effective unless the same is in writing, signed by the non-breaching Party, and then such waiver shall be effective only in the specific instance and for the specific purpose for which it is given.

(h) If any term, covenant or condition contained in this Agreement is deemed by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, the rights and obligations of the Parties hereunder shall be construed and enforced with such term, covenant or condition limited so as to make it valid, legal or enforceable to the greatest extent allowed by law; or, if such term, covenant or condition is totally invalid, illegal or unenforceable, the rights and obligations of the Parties hereunder shall be construed and enforced as if such term, covenant or condition was never contained herein, and all other terms, covenants and conditions set forth in this Agreement shall continue on, unchanged.

[Signature Page Follows]

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the Effective Date.

CITY OF MANSFIELD, OHIO

By: _____
David Remy, Public Works Director

Date: _____, 2023

ROBIN A. ROTHAAAR

By: _____

Date: _____, 2023

PURCHASE AND SALE AGREEMENT

This **PURCHASE AND SALE AGREEMENT** (this "Agreement") is made and entered into as of the ____ day of _____, 2023 (the "Effective Date") by the **CITY OF MANSFIELD, OHIO**, with an address of 30 North Diamond Street, Mansfield, Ohio 44902 ("Buyer"), and **ALEXANDER J. MAYER**, with an address of 171 S. Brookwood Way, Mansfield, Ohio 44906 ("Seller") (Buyer and Seller may be individually referred to herein as a "Party" and collectively as the "Parties").

In consideration of the mutual representations and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Buyer and Seller covenant and agree as follows:

TERMS AND CONDITIONS

1. **Purchase and Sale.** Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, upon the terms and conditions set forth herein, one (1) parcel of real property with a common address of 171 S. Brookwood Way, Mansfield, Ohio 44906, together with all associated improvements, easements, rights-of-way and appurtenances belonging or in any way appertaining thereto (the "Property"). The Property is more particularly described as Richland County Auditor's Parcel No. 0270202103000. The Property includes all rights, licenses, privileges and benefits which relate thereto, of every kind, character and description, now existing and/or existing on the Closing Date (as defined below), whether tangible or intangible, real, personal or mixed.

2. **Purchase Price.** The total purchase price for the Property shall be One Hundred Sixty-Seven Thousand Dollars and 00/100 (\$167,000) (the "Purchase Price"). The Parties agree the Purchase Price constitutes the fair market value of the Property, and is just and reasonable compensation to Seller for the conveyance of the Property to Buyer. If this Agreement is not terminated by Buyer pursuant to the terms and conditions set forth herein, Buyer shall pay the balance of the Purchase Price to Seller on the Closing Date, subject to proration and credits as provided herein.

3. **Due Diligence and Approval Period.**

(a) Buyer's obligations hereunder are subject to Buyer being satisfied regarding the condition and suitability of the Property in all respects, in Buyer's sole discretion, during a period of sixty (60) days following the Effective Date (the "Due Diligence and Approval Period").

(b) Buyer shall have the right during the Due Diligence and Approval Period to commence physical tests and inspections of the Property, and to undertake any engineering, environmental, soils or other studies on the Property, at Buyer's sole cost; provided, however, Buyer shall give Seller reasonable advance notice of any proposed entry onto the Property for such purposes. Seller shall cooperate with Buyer in its Property inspections, and shall not unreasonably restrict Buyer's access to the Property, during the Due Diligence and Approval Period. Matters subject to Buyer's review may include, by way of example and without limitation,

title, surveys, review of physical conditions, financial feasibility, development costs, utility availability, sanitary and storm water facilities, soil and subsurface conditions, environmental conditions and restrictive covenants.

(c) During the Due Diligence and Approval Period, Buyer may obtain a commitment for an owner's policy of title insurance insuring Buyer's ability to obtain satisfactory title to the Property.

(d) If Buyer notifies Seller of any title defects, exceptions or survey objections (each an "Objection" and collectively, "Objections") within the Due Diligence and Approval Period, Seller shall have ten (10) days from receipt of such notice in which to either: (i) cure such Objection(s), or commit to cure them on or before the Closing Date; or (ii) notify Buyer in writing that Seller is unable or unwilling to cure such Objection(s), in which case Buyer shall have ten (10) days from its receipt of such notice in which to elect in writing to either: (i) accept such title as Seller is willing and able to convey; or (ii) terminate this Agreement, in which case the Parties will have any further obligations to one another. Seller shall be responsible for causing all matters of a monetary nature to be released at or prior to the Closing Date, including, without limitation, mortgages, judgment liens, mechanic's liens, penalties, and the like.

(e) Within ten (10) days after the Effective Date hereof, Seller shall, if not already made available to Buyer, deliver or cause to be delivered copies of the following documents and materials pertaining to the Property to the extent they are within Seller's possession or control, together with an attestation that the documents provided constitute all of the Due Diligence Materials within Seller's possession or control: title commitments/policies, surveys, site plans and specifications, architectural plans, inspections, environmental/hazardous material reports, soils reports, governmental permits/approvals, tax information and utility letters, leases for all or any part of the Property, rent roll, copy of service contracts, certificate(s) of occupancy, warranties and guaranties, commission agreements, and other similar materials relating to the physical and environmental condition of the Property, and any other documents relating to the Property reasonably requested by Buyer (collectively the "Due Diligence Materials"). The Due Diligence and Approval Period shall be extended by one day for each day Seller delays in making the Due Diligence Materials available to Buyer

(f) Nothing in this Agreement shall be construed as imposing any limitations upon the reasons for which Buyer may decide not to purchase the Property. Buyer shall have the right, in its sole discretion, for any reason or no reason, to terminate this Agreement by providing Seller with written notice of Buyer's decision to terminate at any time prior to the expiration of the Due Diligence and Approval Period.

4. Other Conditions Precedent to Closing. In addition to the due diligence contingencies set forth in Section 3 above, Buyer's obligations under this Agreement are conditioned upon Buyer's legislative body holding all requisite proceedings to approve the acquisition of the Property and the transaction contemplated by this Agreement.

5. Closing; Closing Adjustments and Costs; Closing Documents.

(a) Closing Date. The closing of the purchase contemplated herein (the "Closing") shall be on a date selected by Buyer and Seller that is no later than thirty (30) days after the expiration of, or Buyer's earlier waiver of, the Due Diligence and Approval Period (the "Closing Date"). The Closing shall take place at such time and place as may be mutually agreed by Buyer and Seller.

(b) Closing Costs. At Closing, Buyer shall pay all closing costs, transfer taxes, title examination fees, and title insurance premiums necessary to provide Buyer with an owner's policy of title insurance. Buyer and Seller shall each be responsible for the payment of their own attorneys' fees and expenses associated with this transaction. Buyer shall be further responsible for the preparation and recording cost regarding deeds associated with the conveyance of title to the Property to Buyer.

(c) Prorated Real Estate Taxes. Buyer and Seller shall prorate all real property taxes and assessments related to the Property as of the date of Closing (collectively, "Taxes"), with the day of Closing being treated as the first day of ownership by Buyer. Seller shall be responsible for payment of all Taxes accruing prior to the Closing Date. If the final tax bill(s) for the Property is not available at Closing, the Taxes shall be prorated based upon the latest available tax duplicate(s) for the Property, using the method customary in Richland County, Ohio.

(d) Deeds. At Closing, Seller shall convey to Buyer good and marketable fee simple title to the Property by recordable General Warranty Deed, with release of any and all dower rights (if applicable), and free and clear of all liens and encumbrances by any party claiming by, through or under Seller, except: (i) liens for real property taxes and assessments not yet due and payable as of the Closing Date; (ii) easements and restrictions of record; and (iii) governmental laws, restrictions and ordinances affecting the Property.

(e) Other Closing Documents from Seller. At Closing, in addition to executed deeds, Seller shall deliver to Buyer all documents that may be reasonably requested by the closing agent or Title Company to ensure that good and marketable title is transferred to Buyer.

6. Holdover Period; Possession.

(a) Seller shall be entitled to continue occupying the Property for a period of One Hundred Twenty (120) days, beginning on the Closing Date (the "Holdover Period"); provided, Seller fulfills all requirements set forth in this Section 6. Seller shall be considered a tenant, and Buyer shall be considered fee simple owner and landlord, of the Property during the Holdover Period. Seller shall not be required to pay any rent or other fees to Buyer in exchange for Seller's occupancy of the Property during the Holdover Period.

(b) Seller shall carry and maintain, at Seller's sole cost and expense (subject to the partial reimbursement set forth in Section 6(e) below), with companies authorized to do business in Ohio, a renters insurance policy or policies with sufficient limits and reasonably satisfactory to Buyer (in Buyer's sole discretion) providing coverage for, at a minimum: (i) the protection of Seller's personal property on the Property; and (ii) medical payments to third-parties who suffer injury on the Property during the Holdover Period. Seller shall provide Buyer with

certificate(s) evidencing Seller's maintenance of the requisite insurance coverage described herein on the Closing Date.

(c) Seller shall immediately notify Buyer if any policy or policies of insurance carried by Seller to satisfy the insurance coverage requirements in Section 6(b) above are threatened, suspended or terminated during the Holdover Period. In that case, Buyer may do any or all of the following: (i) require Seller to obtain additional renters insurance coverage; (ii) consent in writing to the continuation of the Holdover Period absent the threatened, suspended or terminated insurance coverage; or (iii) serve a written notice on Seller terminating the Holdover Period and requiring Seller to vacate the Property within three (3) days of the date of the termination notice.

(d) Seller shall deliver exclusive possession of the Property to Buyer, and remove all of Seller's personal property from the premises, no later than the date immediately following the last day of the Holdover Period.

(e) Presuming Seller maintains the renters insurance coverage required herein throughout the Holdover Period, Buyer agrees to reimburse Seller for Seller's costs associated with securing such insurance coverage, up to Three Hundred Dollars and 00/100 (\$300). Such reimbursement shall be delivered to Seller within thirty (30) days followed termination of the Holdover Period.

7. Seller's Representations and Warranties. Seller hereby covenants, represents and warrants to Buyer with respect to the Property, as of the Effective Date and again as of the Closing Date:

(a) Seller has all requisite power and lawful authority to enter into and perform the obligations required of Seller under this Agreement, and execute and deliver the deed conveying title to the Property to Buyer.

(b) Seller has good and marketable fee simple title to the Property, and the same is or will be unencumbered at the Closing Date, except for matters of record, which shall be subject to Buyer's approval. There are no boundary disputes or other matters affecting title or the legal description of the Property.

(c) Seller has not entered into any unrecorded agreements to lease, sell, mortgage or otherwise encumber or dispose of any interest in the Property, except for this Agreement.

(d) Seller has not received notice of any action, suit or proceeding that is pending or threatened, before or by any judicial body, any governmental agency or authority, against or affecting all or any part of the Property.

(e) Seller has not received notice of any mechanic's lien, materialman's lien or lis pendens action affecting the Property, and, as of the Closing Date, all sewer, water and other utility bills for utility usage on the Property that are then due will be paid in full.

(f) There are no private restrictions or conditions, by deed, contract relating to the Property or otherwise, which do not appear of record. There are no unrecorded easements; options; rights of first refusal; leases; licenses; agreements relating to any lease, purchase or development of the Property; or other unrecorded agreements of any kind or nature whatsoever relating to the Property that would interfere with or adversely affect this Agreement.

(g) No party other than Seller shall be in possession of the Property during the Holdover Period, and no party other than Buyer shall be in possession of the Property upon termination of the Holdover Period.

The truth and accuracy of the foregoing representations and warranties shall be a condition precedent to the Closing. The provisions of this Section 7 shall survive the Closing.

8. Buyer's Representations and Warranties. Buyer hereby covenants, represents and warrants to Seller, as of the Effective Date and again as of the Closing Date, that Buyer is an Ohio political subdivision organized and incorporated under the laws of the State of Ohio, and has the full right, power and authority to enter into this Agreement, to purchase the Property as provided herein, and to carry out Buyer's obligations hereunder (subject to Section 4 herein).

9. Risk of Loss. Seller will deliver the Property to Buyer at the conclusion of the Holdover Period in substantially the same condition and repair as of the date of this Agreement. All risk of loss with respect to the Property shall remain with Seller until the Closing Date, at which time the risk of loss shall shift to Buyer (excepting items which may be covered by a renters insurance policy carried by Seller during the Holdover Period).

10. As-Is. The sale of the Property hereunder is, and except as expressly set forth in this Agreement shall be, made on an "as is", "where is", and "with all faults and defects" basis, without additional representations or warranties of any kind or nature, whether express, implied or otherwise, including any representation or warranty concerning title to the Property, the physical condition of the Property (including the condition of the soils thereon), the environmental condition of the Property, or any other representation or warranty pertaining to the Property. Buyer will acquire the Property solely on the basis of its own examinations of the Property (subject to any documents and records provided to Buyer by Seller pursuant to this Agreement), and Buyer acknowledges that it has had or will have the opportunity to conduct sufficient due diligence prior to the Closing Date pursuant to the terms and conditions of this Agreement.

11. Damage and Condemnation. If, at any time prior to Closing, all or any part of the Property is damaged by casualty, or taken or appropriated by virtue of eminent domain or similar proceedings, or is condemned for any public or quasi-public use, then Buyer may, in its sole discretion, terminate this Agreement and thereafter neither Party will have any further obligations hereunder. If Buyer terminates this Agreement in accordance with this provision, Seller shall be entitled to receive all insurance proceeds and/or condemnation proceeds payable for the affected portion of the Property. If Buyer instead elects to maintain this Agreement in full force and effect: (i) Buyer shall be entitled to receive all insurance proceeds and/or condemnation proceeds payable for that portion of the Property damaged or taken, and Seller shall execute such assignments or

other instruments as are necessary to transfer such proceeds to Buyer; or (ii) Buyer shall receive a credit against the Purchase Price equal to the amount of the insurance or condemnation proceeds actually paid to Seller with any remaining proceeds to be transferred to Buyer at Closing.

12. Default. If, following the full execution of this Agreement, either Party defaults in the performance of its duties or obligations hereunder, or any representation or warranty hereunder is otherwise untrue or incomplete, the following terms and conditions shall apply:

(a) If Buyer defaults on any obligations contained in this Agreement, Seller must give Buyer written notice of the default and a ten (10) day opportunity to cure said default. If Buyer remains in default following the ten (10) day cure period, Seller's sole remedy shall be to terminate this Agreement, and thereafter neither Party will have any further obligations hereunder.

(b) If Seller defaults on any obligations contained in this Agreement, then Buyer shall have the right to either: (i) pursue specific performance against Seller; or (ii) terminate this Agreement and pursue any remedy available at law or in equity.

13. Notices. Any notices delivered to a Party pursuant to this Agreement shall be delivered to the recipient-Party at the address listed below (or such other address that may be designated in writing by the Party following the Effective Date) by: (i) personal delivery; (ii) certified mailing via the U.S. Postal Service, return receipt requested; or (iii) or by a nationally recognized overnight courier service. A copy of the notice shall also be sent to the recipient-Party's designated e-mail address(es) listed below (or such other e-mail address(es) that may be designated in writing by the Party following the Effective Date). A notice properly addressed to the recipient-Party shall be deemed given and effective upon: (i) receipt by the recipient-Party, if delivered personally or by overnight courier; or (ii) the conclusion of the third business day after deposit in the mail if mailed via certified USPS mailing.

IF TO SELLER:

Alexander J. Mayer
171 S. Brookwood Way
Mansfield, Ohio 44906
Email: _____

IF TO BUYER:

City of Mansfield, Ohio
Attn: _____
30 North Diamond Street
Mansfield, Ohio 44902
Email: _____

14. Time of the Essence. Time is of the essence with respect to the completion and fulfillment of all terms and conditions set forth in this Agreement.

15. No Broker. No real estate broker has been used in connection with this transaction.

16. Miscellaneous.

(a) This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto, their respective heirs, legal representatives, successors and assigns.

(b) This Agreement contains the entire agreement of the Parties with respect to the purchase and sale of the Property contemplated herein, and no other agreement, statement or promise made by any Party, or any officer, representative, employee or agent of any Party, whether express or implied, oral or written, that is not contained in this Agreement shall be binding or valid.

(c) This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument.

(d) This Agreement may only be amended by written amendment signed by Buyer and both Seller.

(e) The time in which any act provided by this Agreement is to be done shall be computed by excluding the first day and including the last day, unless the last day is a Saturday, Sunday, or legal holiday, in which event the last day shall also be excluded.

(f) If either Party shall be delayed or prevented from the performance of any act required by this Agreement by reason of acts of God, strikes, lockouts, pandemic, labor troubles, inability to procure materials, restrictive governmental laws or regulations, or other cause, without fault and beyond the reasonable control of the Party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

(g) No failure by either Party to insist upon the strict performance of the other Party's obligation under any covenant, agreement, term or condition set forth herein, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach, or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, agreement and term of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach. No waiver of any breach shall in any event be effective unless the same is in writing, signed by the non-breaching Party, and then such waiver shall be effective only in the specific instance and for the specific purpose for which it is given.

(h) If any term, covenant or condition contained in this Agreement is deemed by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, the rights and obligations of the Parties hereunder shall be construed and enforced with such term, covenant or condition limited so as to make it valid, legal or enforceable to the greatest extent allowed by law; or, if such term, covenant or condition is totally invalid, illegal or unenforceable, the rights and obligations of the Parties hereunder shall be construed and enforced as if such term, covenant or condition was never contained herein, and all other terms, covenants and conditions set forth in this Agreement shall continue on, unchanged.

[Signature Page Follows]

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the Effective Date.

CITY OF MANSFIELD, OHIO

By: _____
David Remy, Public Works Director

Date: _____, 2023

ALEXANDER J. MAYER

By: _____

Date: _____, 2023