

(SAMPLE)
REIMBURSEMENT AGREEMENT

RECITALS

This Reimbursement Agreement ("Agreement") is entered into between the _____ County Family Services Agencies [_____ County Department of Job and Family Services (the "___JFS") and the _____ County Child Support Enforcement Agency (the "___CSEA"), the _____ County Fiscal Officer, and the _____ County Executive, State of Ohio (the "County Parties") and the Ohio Department of Job and Family Services (hereinafter "ODJFS") for the following purposes:

- a) In that the _____ County Family Services Agencies wish to apply the cost of the Voluntary Separation Plan or Early Retirement Incentive (hereinafter "Plan") to certain federal grants; and
- b) In that the U.S. Department of Health and Human Services Division of Cost Allocation has offered a "Conditional Approval" requiring the ODJFS to execute an agreement accepting financial and administrative responsibility for the cost allocations by the _____ County Family Services Agencies in the event of a federal finding for recovery; and
- c) In that the ODJFS is constitutionally prohibited from assuming the debts or obligations of any county, city, town or township; and
- d) In that ODJFS and the County Parties are mutually desirous of assisting the _____ County Family Services Agencies in defraying costs associated with its Plan;
- e) To achieve that, the County Parties are willing to reimburse the ODJFS for any event identified under Section B of this Agreement to the fullest extent permitted by law, and the ODJFS is willing to aid the _____ County Family Services Agencies in qualifying for a cost allocation of its Plan.

AGREEMENT

Definitions:

Plan means Voluntary Separation Plan or Early Retirement Incentive as implemented by the _____ County Family Services Agencies for the period of Month day, year through Month day, year as adopted by the Council of the County of _____, State of Ohio by Resolution _____ - _____ on Month day, year and as submitted to ODJFS by letter dated Month day, year for approval to charge associated costs to federal programs.

Expenses means any of the following resulting in connection with the cost allocation of the Plan by the _____ County Family Services Agencies: damages, judgments, fines, audit findings, monetary penalties, settlements, costs, costs of attachment or similar bond, federal deferrals, federal disallowances, federal audit findings, disallowed costs, and any expenses or costs paid or incurred in connection with investigating, defending, participating in, or preparing for any proceeding relating to the cost allocation of the Plan by the _____ County Family Services Agencies.

Reimbursable event means any event or occurrence, as identified in Section B of this Agreement, that takes place after the execution of this agreement, and up to six years after the date of execution of this agreement, resulting in any expenses or costs to the ODJFS in connection with the cost allocation of the Plan by the _____ County Family Services agencies.

A. Agreement to accept terms of Conditional Approval:

1. ODJFS shall execute and accept the terms of the conditional approval and shall serve as the single point of contact with the U. S. Department of Health and Human Services Division of Cost Allocation for the purposes of this Agreement. ODJFS will be responsible for receiving, replying to and arranging compliance with any request or demands by federal authorities in connection with the cost allocation of the Plan by the

_____ County Family Service Agencies. Upon receiving any such request or demand, ODJFS shall immediately notify the County Parties prior to undertaking a reply or other actions, or incurring any reimbursable expense, and shall cooperate with the County parties in replying to and resolving compliance issues.

2. As a condition of this Agreement _____ County Family Services Agencies agrees to abide by and accept all reasonable terms and conditions imposed as a result of the ODJFS acceptance of the conditional approval. The _____ County Family Services Agencies shall ensure that all responsibilities identified in this Agreement are implemented in accordance with the terms of the conditional approval and in accordance with applicable law. The _____ County Family Services Agencies shall maintain all records of activity relating to the Plan for a period of no less than 6 years from the date of the execution of this Agreement and will assure that all records are available for audit upon request from ODJFS or representatives of the U.S. Department of Health and Human Services.

B. Agreement to Reimburse:

In consideration of the promises and actions performed as specified in paragraph A.1 of this Agreement, the County Parties agree as follows:

1. In the event the ODJFS becomes a party to any proceeding relating to the cost allocation of the Plan by the _____ County Family Services Agencies, the County Parties agree to reimburse the ODJFS against any and all expenses or costs which ODJFS incurs as a result of participating in such proceedings, and the County Parties agrees to reimburse the ODJFS for any and all expenses or costs that the ODJFS becomes obligated to incur or pay in connection with such proceedings.
2. In the event U.S. Department of Health and Human Services takes any action to impose any expense or cost on the ODJFS in connection with the cost allocation of the Plan by the _____ County Family Services Agencies, prior to incurring any expense to appeal, litigate, or otherwise challenge such action by the U. S. Department of Health and Human Services, ODJFS shall immediately notify the County Parties of such action.
 - a. The County Parties may elect to not challenge the action by the U.S. Department of Health and Human Services. Upon notification of a decision to not challenge the action, with the exception of payment of amounts demanded by the U.S. Department of Health and Human Services, the ODJFS shall not incur any costs associated with challenging or responding to the action of the U.S. Department of Health and Human Services. The County Parties shall cause to be made reimbursement to ODJFS or directly to the U.S. Department of Health and Human Services of amounts identified by the U.S. Department of Health and Human Services within the time frame specified in section C of this Agreement.
 - b. The County may elect to challenge the action by the U.S. Department of Health and Human Services. Upon notification of a decision to challenge the action, the County Parties shall cause to be made reimbursement of amounts in accordance with section C of this Agreement. In the event said legal challenge is successful, ODJFS shall remit to the County such sums of money that are determined to not be owed to the US Department of Health and Human Services, such as damages, judgments, fines, audit findings, monetary penalties, costs of attachment or similar bond, federal deferrals, federal disallowances, federal audit findings, and/or disallowed costs but the County will continue to owe expenses or costs incurred by ODJFS related to investigating, defending, participating in or preparing for the underlying proceedings.
3. The County Parties shall encumber county general fund monies specifically for obligations under this Agreement. The encumbrance shall be in an amount sufficient to provide payment equal to or greater than the total value of all expenses allocated by the _____ County Family Services Agencies under the Plan which is the subject of the conditional approval. The County Parties shall make the encumbrance within ten (10) days of the date of the execution of this Agreement. The County Parties shall maintain an encumbrance as described herein for a period of six (6) years or until the U.S. Department of Health and Human Services provides written assurance that no federal audit finding or recovery is likely to occur in relation to the Plan. Funds that are secured by encumbrance in accordance with this section shall be

specifically identified in the County Comprehensive Annual Financial Report (CAFR) for each year the encumbrance is required under this Agreement. The County Parties shall provide a copy of the CAFR to ODJFS each year.

C. Reimbursement Process:

1. ODJFS shall submit to the County a written request for payment of any expenses or costs incurred by ODJFS in connection with the cost allocation of the Plan by the _____ County Family Services Agencies. The request for payment shall be accompanied by either a summary of expenses or costs, or other documentation of the expenses or costs.
2. The County Parties shall jointly or severally within a reasonable period not to exceed sixty (60) business days of receiving a written request make, or cause to be made, payment to ODJFS for the full amount identified. The payment shall be made to ODJFS within the time specified even if one or more parties to this Agreement seek to challenge any action taken by the U.S. Department of Health and Human Services in connection with the cost allocation of the Plan by the _____ County Family Services Agencies. Payment shall be made within the time specified without regard to the reason for any action taken by the U.S. Department of Health and Human Services.
3. The County Parties agree if the payment required by section C.2 of this Agreement is not paid in full within the time specified, ODJFS may withhold or cause to be withheld all or any part of the amount due from any monies due to the County from ODJFS. The County Parties further agrees that ODJFS may seek payment through the Ohio Office of Budget and Management and that upon written notice by ODJFS to the Director of Budget and Management of any such amount due, the Director of Budget and Management may withhold from the County any amount available, up to and including the amount due, from any funds under the control of the Director of Budget and Management that belong to or are lawfully payable or due to the County.

GENERAL PROVISIONS

A. Breach or Default

Upon breach or default of any of the provisions, obligations, or duties embodied in this MOU, the parties may exercise any administrative, contractual, equitable, or legal remedies available, without limitation, except arbitration. The waiver of any occurrence of breach or default does not constitute waiver of subsequent occurrences, and the parties retain the right to exercise all remedies mentioned herein.

B. Suit to enforce:

If the ODJFS has not received full Reimbursement within the time specified in section C.2 of this Agreement, the ODJFS shall have the right to enforce its Reimbursement rights under this Agreement by commencing litigation in the Franklin County Court of Common Pleas. The County Parties agree that venue for such action is proper in Franklin County Court of Common Pleas.

C. Amendments

This Agreement may be modified or amended provided that any such modification or amendment is in writing and is signed by the parties to this Agreement.

D. Partial Invalidity

Should any portion of this MOU be unenforceable by operation of statute or by administrative or judicial decision, the parties shall negotiate in good faith replacement provision(s) in keeping with the objectives of the MOU.

E. Entirety of Agreement

All terms and conditions of this Agreement are embodied herein. No other terms and conditions will be considered a part of this Agreement unless expressly agreed upon in writing and signed by both parties.

Signature Page Follows
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REIMBURSEMENT AGREEMENT

SIGNATURE PAGE

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES.

APPROVED BY:

_____ County Department of Job and Family Services

_____, Director

Date

Ohio Department of Job and Family Services

By _____
Michael Colbert, Director

Date _____

_____ County Child Support Enforcement Agency

_____, Director

Date

Approved as to form:

printed name for above signature

_____ County Fiscal Officer

printed name for above signature

Date

_____ County Executive

printed name for above signature

Date

_____ County Prosecutor

printed name for above signature

Date