

**Mississippi Department of Human Services
CERTIFICATION OF SUBGRANT COMPLIANCE**

Subgrantee Name _____ Agreement No(s). _____

A. RELEASE

Pursuant to the terms of said subgrant and in consideration of the sum of
\$ _____

(Total Amount Paid & Payable by MDHS - Total Authorized Expenditures)

which has been or is to be paid to the Subgrantee or to its assignees, if any, the Subgrantee, upon payment of the said sum does remise, release, and discharge MDHS, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said subgrant, except:

1. Specified claims in stated amount or in estimated amounts where the amounts are not susceptible to exact statement by the Subgrantee, as follows:

\$ _____

(If none, please state)

2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Subgrantee to third parties arising out of the performance of the said subgrant, which are not known to the Subgrantee on the date of execution of this release and of which the Subgrantee gives notice in writing to the MDHS Funding Division Director within the period specified in the said subgrant.
3. Claims, after closeout, for costs which result from the liability to pay Unemployment Insurance costs under a reimbursement system or to settle Workers' Compensation claims.

B. ASSIGNMENT OF REFUNDS, REBATES AND CREDITS

Pursuant to the terms of said subgrant and in consideration of the reimbursement of costs and payments of fees as provided in the said subgrant and any assignment thereunder, the Subgrantee does hereby:

1. Assign, transfer, set over and release to MDHS all rights, titles, and interests to all refunds, rebates, credits or other amounts (including any interest thereon) arising or which may hereafter accrue thereunder.
2. Agree to take whatever action may be necessary to effect prompt collection of all such refunds, rebates, credits or other amounts (including interest thereon due or which may become due) and to forward promptly to MDHS any proceeds so collected. The reasonable costs of any such collection action shall constitute allowable costs when approved by the MDHS Funding Division Director as stated in the said subgrant and may be applied to reduce any amounts otherwise payable to MDHS under the terms hereof.
3. Agree to cooperate fully with MDHS on any claim and/or suit in connection with such refunds, rebates, credits or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit MDHS, the State Attorney General's Office or the Federal Grantor Agency to represent it at any hearing, trial or other proceeding arising out of such claim and/or suit.

C. INVENTORY CERTIFICATION (Select as Applicable)

- _____ 1. The Subgrantee hereby certifies that no property or equipment was furnished or acquired under the terms and conditions of said subgrant.
- _____ 2. The Subgrantee hereby certifies that all items of property or equipment purchased, furnished or transferred to said Subgrantee were done in accordance with the terms and conditions of said subgrant. The Inventory Control List is enclosed.

D. CERTIFICATION OF CASH BALANCE

The Subgrantee hereby certifies that the cash balance applicable to Subgrant No. _____ as of the date of execution of this document is:

- | | | |
|---|-------|--------------------|
| 1. Total MDHS funds requested and received: | 1) | \$ _____ |
| 2. Less final MDHS cumulative cost reported: | 2) | \$ _____ |
| 3. Equals (=) unexpected balance: | 3) | \$ _____ |
| 4. (a) Plus (+) balance = unexpended funds
(Refund due to MDHS)* | *4 a) | \$ _____ |
| (b) Minus (-) balance = funds due subgrantee
(Subgrantee submits Request for Cash) | 4 b) | \$ _____ |
| 5. Balance must equal Zero | 5) | \$ _____ -0- _____ |

*Refund check must include:

- | | | |
|--|------|----------|
| (a) Unexpended funds amount | 5 a) | \$ _____ |
| (b) Outstanding claimants amount (as applicable) | | \$ _____ |
| (c) Total amount refunded (check no. _____) | | \$ _____ |

E. General Statement of Compliance

The Subgrantee further certifies that all terms and conditions of said subgrant have been met. IN WITNESS THEREOF, this Certification of Subgrant Compliance has been executed this _____ day of _____ 20 _____.

WITNESSED BY:

1. _____

2. _____

NAME OF SUBGRANTEE

BY SIGNATORY OFFICIAL

TITLE