

COVID-19 relief funding that can be used to support child care providers, families with young children, and the state's early care and education (ECE) workforce while also adding resources to support the state's ECE infrastructure, raising child care quality, and increasing access to care.

2. The Department is authorized to disburse these funds pursuant to O.C.G.A. §§ 20-1A-4.

IV. THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term.** The Agreement will begin on January 1, 2023, (the "Effective Date") and continue through June 30, 2024, unless amended in writing.
2. **Grant Amount.** The amount of this Grant award shall not exceed \$125,000.00 in total. Grantee shall be responsible for performing the responsibilities outlined in this Agreement and Grantee shall use the Grant funds only for obligations incurred in the performance of the Grant as described in this Agreement.
3. **Grant Obligations and Requirements.** The services or work to be performed by the Grantee are set forth in Attachment 1 to this Agreement. In the event of a conflict between this Agreement and Attachment 1, the terms of this Agreement shall control. If Grant requirements are performed or provided in a licensed child care and learning program, Grantee must comply with all licensing requirements. Further, any program that participates in Childcare and Parent Services (CAPS), a federally funded Nutrition program, Quality Rated shall also comply with the regulations of said programs.
4. **Availability of Funds.** If funding for this project is reduced by legislative action, Federal or state allocations, or executive action, the amount under this Agreement will be reduced accordingly. The Department will notify Grantee in writing of any reductions and any such reductions will be effective thirty (30) days after the date of notice. All expenses incurred until the effective date will be reimbursed by the Department. In the event funding no longer exists or is insufficient to pay the charges for services obtained hereunder, this Agreement shall terminate without further obligation to the Department.
5. **Payment.** The Grantee will be reimbursed according to the payment terms set out in Attachment 1 of this Agreement. The Grantee must only expend the funds provided in a manner that fulfills the purpose of this Agreement.
6. **Recapture.** If Grantee fails to perform or otherwise comply with any term or condition of this Agreement, the Department may require the Grantee to repay to the Department any or all of the Grant funds disbursed to the Grantee during the term of this Agreement. The decision to recapture Grant funds shall be within the sole discretion of the Department, and shall be based upon review, evaluation, or audit of the Grant.