

application of conflicts of law principles. Any action by either party, legal or equitable, brought in connection with this Agreement shall be filed in the Office of State Administrative Hearing.

- 23. Compliance With All Laws.** Grantee shall comply with all laws, ordinances, rules, and regulations of any governmental entity, including orders of any court of competent jurisdiction, pertaining to its performance pursuant to this Agreement.
- 24. Legislative Modification.** Notwithstanding any other provision of this Agreement to the contrary, in the event that any federal, state, or local law, rule, regulation, or interpretation thereof restricts, prohibits, or in any way materially changes the method or amount of reimbursement or payment for services under this Agreement at any time during the duration of this Agreement, then this Agreement shall, to the extent permitted by the laws of the State of Georgia, be deemed amended by the Parties to provide for payment of compensation and other fees in a manner consistent with any such prohibition, restriction, or limitation.
- 25. Comprehensive Background Check Compliance Requirements.** Grantee shall comply with the Criminal Background Check requirements under O.C.G.A. § 20-1A, Article 2.
- i. Grantee whose agents, servants, employees and subcontractors have no reason under the scope of this Agreement to be present at any child care facility while any child is present for care must sign the affidavit attached to this Agreement as Attachment 5 attesting to that fact and is exempted from criminal background check requirements.
  - ii. Grantee and every agent, servant, employee and subcontractors of the Grantee who may have any reason to be present at any child care facility while any child is present for care under the scope of this Agreement must receive a satisfactory fingerprint records check determination by the Department or have had an unsatisfactory fingerprint records check determination reversed in accordance with Code section 20-1A-43, prior to performing duties under this Agreement.
  - iii. Grantee must ensure that no agent, servant, employee or subcontractor of the Grantee perform any duty under this Agreement at any child care facility while any child is present for care without a satisfactory fingerprint records check determination by the Department. Failure to adhere to this rule may be independent grounds for termination of the Agreement.
  - iv. Grantee shall maintain documentation of the current satisfactory fingerprint records check determination by the Department in the appropriate personnel file of every agent, servant, employee and subcontractor of the Grantee with