complete records that pertain to the Agreement for a period of three (3) years beyond the Agreement ending date, or until all litigation, claims, or audit findings involving the records have been resolved if such claim or audit is started before the expiration date of the three-year period. At any point in time, Grantee shall permit the Department, or any representative designated to act on the Department's behalf, or any federal government entity to conduct audits pursuant to this provision upon two (2) business days' written notice and during normal business hours. The term "audits," as used in this paragraph, shall not be defined to include reviews by Department staff members, which may be performed with no advance notice to the Grantee. In order to assure compliance with this section, Grantee agrees to provide the Department (or its authorized representatives) and any federal government entity with books, records, and documents pertaining to this Agreement.

28. Audits and Financial Reporting Requirements.

Grantees are responsible for ensuring that a financial audit is performed in compliance with the provisions of 45 CFR 75, Subpart F – Audit Requirements. In accordance with the provisions of 45 CFR 75, Subpart F – Audit Requirements, non-Federal entities that expend financial assistance of \$750,000 or more in total Federal awards will have a single or a program specific audit conducted for that year. Non-Federal entities that expend less than \$750,000 a year in total Federal awards are exempt from Federal audit requirements for that year, except as noted in 45 CFR \$75,503. but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Grantees agree to receive, reply to, and comply with any audit exceptions discovered in an audit relating to this Agreement.

Grantee agrees to submit the required audit or financial statements in the quantities set forth below, within 180 days after the close of the Grantee's fiscal year:

Two (2) copies to: Audit Coordinator Georgia Department of Early Care and Learning 2 MLK, Jr. Dr., SE Suite 870, East Tower Atlanta, Georgia 30334

One (1) copy to: State Department of Audits and Accounts Division 270 Washington Street, S.W Rm. 1-156 Atlanta, Georgia 30334-8400

29. Collection of Audit or Review Exceptions. The Grantee agrees that the Department may withhold net payments (voucher deduction) equal to the amount that has been identified as an exception by an audit or review, notwithstanding the fact that such audit or review exception is made against a prior or current Agreement or subcontract. The Grantee may also repay the Department for the total exception by cashier's check or money order made payable to: Georgia Department of Early Care and Learning. Submission by the Grantee of a check