

CSC SCHOLARSHIP PROVIDER CONTRACT

FISCAL YEAR 2017-2018



I. PARTIES AND TERMS OF CONTRACT

1. **Parties.** This Contract is made and entered into this 1st day of July, 2017, by and between the Early Learning Coalition of Palm Beach County, Inc. (herein referred to as "COALITION"), and The City of Delray Beach - Community Ce (herein referred to as "PROVIDER"), with its principal offices located at 50 North West 1st Avenue; Delray Beach, FL 33444.
 - a. **Employer Identification Number.** Insert PROVIDER's EIN here: 59-6000308. If PROVIDER does not have an EIN, PROVIDER must insert PROVIDER's Social Security Number (SSN) here _____. PROVIDER's EIN or SSN is requested in accordance with sections (ss.) 119.071(5)(a)2. and 119.092, F.S., for use in the records and data systems of the Office of Early Learning and COALITION. Submission of PROVIDER's EIN or SSN is mandatory. PROVIDER's EIN or SSN will be used for processing payments to PROVIDER as a CSC Scholarship provider, for reporting those payments for federal tax purposes, and for routine identification.
2. **Purpose.** This Contract is designed to inform PROVIDER of the requirements of participation in the CSC Scholarship Program. Payment is not conveyed to PROVIDER through this Contract. Instead PROVIDER must agree to comply with the terms and conditions of this Contract in order to be eligible to participate in the CSC Scholarship program. This contract is to engage an eligible provider to provide CSC Scholarship services to eligible CSC Scholarship children.
3. **Term.** This Contract begins on July 1st of the fiscal year (2017) or on the date on which the Contract is signed by the last party required to sign the Contract, whichever occurs last, and the Contract ends on June 30th of the fiscal year (2018).
4. **Payment Limitations.** PROVIDER will not receive nor be entitled to payment for the CSC Scholarship program services performed before this Contract is fully executed by both parties or after expiration of the Contract.
5. **Applicable Law,** Comply with all federal, state and local laws and regulations, as well as policies and requirements of the Coalition including but not limited to: rules and regulations of local fire and health authorities; the Palm Beach County Child Care Ordinance; applicable Workers' Compensation laws; the background screening requirements Florida Administrative Code and all applicable statutes. The Provider represents and warrants that it has complied with all applicable background-screening requirements. Programs exempt from licensure are required to meet regulatory requirements and be monitored for adherence to the health and safety standards outlined in state licensing requirements. Failure to comply with federal, state or local laws or regulations may result in termination and/or non-payment of child care services.
6. **Not Transferrable.** This Contract is not transferrable or assignable to another entity, corporation, or owner. A change in ownership requires execution of a new contract. In the event of a change of ownership, sale, sale of assets, conveyance of ownership or other transfer of ownership

interest, the provider shall notify the coalition no later than 30 calendar days prior to the transfer of ownership.

II. PROVIDER ELIGIBILITY

7. General Eligibility

- a. **Provider Type.** To be eligible to deliver the CSC Scholarship program, PROVIDER must be one of the provider types identified below. Check the box to indicate PROVIDER's type:

- ☐ A child care facility licensed under s. 402.305, F.S.
- ☐ A family day care home licensed or registered under s. 402.313, F.S.
- ☐ A large family child care home licensed under s. 402.3131, F.S.
- ☐ A public school or nonpublic school exempt from licensure under s.402.3025, F.S.
- ☒ A licensed before-school or after-school program described in s. 402.305(1) (c), F.S.,
- ☐ A license exempt or program that is not required to be licensed as described in Rule 65C-22.008, F.A.C., before-school or after-school program described in s. 402.305(1)(c), F.S.,

- b. **Eligibility Pursuant** PROVIDER represents that PROVIDER, or an owner, officer, or board director thereof, has not been convicted of, found guilty of, or pled guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s.414.39, F.S., within the last five (5) years and is not acting as the beneficial owner for someone who has been convicted of, found guilty of, or pled guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., within the last five (5) years.
- c. **Eligibility Pursuant** PROVIDER represents that PROVIDER is not on the United States Department of Agriculture National Disqualified List nor does PROVIDER share an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List.
- d. **Eligibility pursuant to the successful completion of terms of existing corrective action plans or probation.** PROVIDER represents that PROVIDER agrees to successfully complete previous corrective action or terms of probation due to noncompliance determinations from a prior Contract, as applicable, for the duration of this Contract. PROVIDER also represents that currently PROVIDER, or an owner, officer or board director thereof, has not had their eligibility to provider School Readiness services revoked. For multi-site PROVIDERS, such as corporate changes or school districts, eligibility revocation is per site and not all locations unless specifically determined otherwise by the coalition pursuant to criteria referenced in Paragraph 60 of this contract.

III. PROVIDER RESPONSIBILITIES AND SCOPE OF WORK

8. **Child Enrollment.** PROVIDER agrees to enroll children for the CSC Scholarship Program only

with authorization from COALITION which will be provided in the form of a child care certificate. PROVIDER also understands that it will not be reimbursed for services provided to a child beyond the service begin and end date identified by COALITION on the child care certificate, or if the child's eligibility is terminated prior to the end date. PROVIDER also agrees to serve children enrolled into its CSC Scholarship program according to the services and location established by COALITION on the child care certificate indicating authorized hours of care. In the event that PROVIDER has multiple locations, PROVIDER shall notify and obtain approval in writing from COALITION prior to changing the location where the child shall be served.

9. Child Care. PROVIDER agrees to provide child care and to supervise enrolled children at the care level designated by the child care certificate received from the COALITION. Pursuant to 45 C.F.R s. 98.2, child care is defined as the care given to an eligible child by an eligible child care provider. PROVIDER will comply with all applicable state and federal laws, regulations and other standards and requirements in providing child care services under this agreement.

10. Instruction and Activities. PROVIDER agrees to offer instruction and activities to enhance the age-appropriate progress of each child in attaining the child development standards established by the *Florida Early Learning and Developmental Standards: Birth to Five*, Form OEL-SR 30, adopted by the Office of Early Learning in Rule 6M-4.700, F.A.C. PROVIDER agrees to include activities to foster brain development in infants and toddlers; provide an environment that is rich in language and appropriate and child-friendly music and filled with objects of various colors, shapes, textures, and sizes to stimulate visual, tactile, auditory, and linguistic senses; and include at least thirty (30) minutes of reading to children each day.

**** (Not applicable for School Age Children).**

11. General Health and Safety.

a. Provider agrees to provide a healthy and safe environment for children in care pursuant to s. 402.305(5), (6), and (7), F.S., as applicable, and as verified pursuant to s. 402.311, F.S.

b. Supervision. Provider agrees to provide minimum staff-to-children ratio by provider type at all times and direct supervision to ensure the health and safety of children in care.

12. Insurance.

a. **General liability insurance.** PROVIDER agrees to maintain general liability insurance and provide the coalition with written evidence of general liability insurance coverage, including coverage for transportation of children if CSC Scholarship program children are transported by the PROVIDER. PROVIDER must obtain and retain an insurance policy that provides a minimum of \$100,000 of coverage per occurrence and a minimum of \$300,000 general aggregate coverage. PROVIDER must add the coalition as a named certificate holder **and** as an additional insured. PROVIDER must provide COALITION with a minimum of ten (10) calendar days' advance written notice of cancellation of or changes to coverage. The general liability insurance required by this paragraph must remain in full force and effect for the entire period of this Contract.

b. **Limitations on indemnification.** If PROVIDER is a state agency or a subdivision thereof, as defined in s. 768.28(2), F.S., PROVIDER agrees to notify the coalition of any additional liability coverage maintained by the provider in addition to that otherwise established under s. 768.28, F.S. PROVIDER shall indemnify COALITION to the extent permitted by s. 768.28, F.S.

- 13. Smoke Free Environment.** In accordance with Part C of Public Law 107-110 (No Child Left Behind), the “Pro-Children Act of 2001,” no child care facility shall permit smoking within any indoor facility (or portion of such facility) operated by PROVIDER, to provide routine child care or early childhood development services to children. This does not apply to any portion of such facility that is used for a private residence. Individuals in violation are subject to a \$1,000 fine, administrative compliance or both.
- 14. Curriculum.** PROVIDER agrees to use the following state-approved curriculum or curricula in the provision of the CSC Scholarship Program: N-A, edition or date: N-A.
If PROVIDER is offering school age programs exclusively, PROVIDER may insert “Not Applicable” in the space provided.
- 15. Character Development Program.** PROVIDER agrees to implement the following character development program to develop basic values: N-A, edition or date: N-A.
If PROVIDER is offering school age programs exclusively, PROVIDER may insert “Not Applicable” in the space provided.
- 16. Developmental Screenings.** PROVIDER acknowledges that PROVIDER is responsible for conducting developmental screenings for each child aged six weeks to kindergarten eligibility. PROVIDER must collaborate with COALITION to complete initial screening for each child, aged six weeks to kindergarten eligibility, within forty-five (45) days after the child's first or subsequent enrollment, to identify a child who may need individualized supports. PROVIDER acknowledges that COALITION is responsible for initiating individualized services, including but not limited to providing referrals, based on child screening results. Records relating to any screening or assessment coordinated or administered by the Provider, including but not limited to developmental screenings, shall be maintained for six (6) years after the date the child is last enrolled with the Provider. **** (Not applicable for School Age Children)**
- Subsequent Screenings.** PROVIDER acknowledges that PROVIDER is responsible for subsequent screenings. Subsequent screening will be conducted at a minimum, twice a year in the month of the child's birthday or at time of redetermination and only with parental consent.
**** (Not applicable for School Age Children)**
- 17. Prohibited Forms of Discipline.** PROVIDER agrees to implement minimum standards for child discipline practices that are age-appropriate and consistent with the requirements in s. 402.305(12), F.S. Such standards must provide that children not be subjected to discipline that is severe, humiliating or frightening. The discipline must not be associated with food, rest or toileting. Spanking or any other form of physical punishment is prohibited. Children may not be denied active play as a consequence of misbehavior.
- 18. Child Immunizations and Health Screenings.** PROVIDER agrees that within thirty (30) calendar days of enrolling a child, PROVIDER will obtain and retain information from the parent regarding the child's age-appropriate immunizations, physical development and other health requirements as indicated on the Student Health Examination form DH 3040 and Florida Certification of Immunization form Part A-1, B, or C DH 680 or the Religious Exemption from Immunization form DH 681.
- 19. Program Operation.** If PROVIDER offers before-school or after-school programs,

PROVIDER agrees those programs shall meet or exceed the requirements of s. 402.305(5), (6), and (7), F.S. As identified in Exhibit 2, PROVIDER agrees to operate on a full-time and part-time basis and provide extended-day and extended-year services to the maximum extent possible without compromising the quality of the program to meet the needs of parents who work.

20. **Workers' Compensation and Reemployment Assistance.** PROVIDER agrees to obtain and maintain any required workers' compensation insurance under Chapter 440, F.S., and any required reemployment assistance or unemployment compensation coverage under Chapter 443, F.S.
21. **Sign-In/Sign-Out Process.** PROVIDER agrees to maintain daily attendance documentation, including a documented "sign-in/sign-out" process approved by COALITION and implemented by PROVIDER, and which accurately documents attendance and absences. PROVIDER agrees to retain the attendance documentation in accordance with COALITION's records retention requirement.
22. **Child Absences.** PROVIDER agrees to notify COALITION in writing if a child enrolled is absent for five (5) consecutive days with no contact from the parent by the close of the fifth (5th) day. If the need for care cannot be re-established, then the COALITION will notify the PROVIDER and the parent that CSC Scholarship funding will be discontinued. The end of eligibility for funded child care services will be fourteen (14) days from the fifth (5th) day that the child was not in attendance with no contact from the parent.
23. **Rilya Wilson Act and At-Risk Children.** PROVIDER agrees to abide by the provisions of the "Rilya Wilson Act" (s. 39.604, F.S.) for each at-risk child under the age of school entry who is enrolled in the CSC Scholarship program.
24. **Parental Choice.** PROVIDER agrees that the parent has the right to choose the provider of child care services for his/her children. In the event the parent chooses to change to a different CSC Scholarship PROVIDER, it is within the parent's rights to do so.
25. **Parental Access.** PROVIDER agrees to afford authorized parents unlimited access to their children in CSC Scholarship programs, during normal hours of provider operation and whenever the children are in the care of the provider. Access may be subject to appropriate safety procedures.
26. **Quality Improvement Systems**
 - Afterschool Program Participation.**
 - a. Be an active participant in Prime Time Palm Beach County's (Prime Time) QIS (Quality Improvement System).
 - b. Remain active in Prime Time's QIS. Active Participation in Prime Time's QIS is defined by: completion of annual external assessments; quarterly progress checks documented by a Prime Time Quality Advisor; full participation in Parts I and II of self-assessment; completion of a Program Improvement Plan within 90 days of external assessments and a signed MOA annually between Prime Time Palm Beach County and the PROVIDER. The PROVIDER shall not be eligible for new CTC-A Scholarship funds if it fails to comply with this paragraph.

Preschool Program Participation.

- a. PROVIDERS that were previously active in Quality Counts but are not participating in Strong Minds with In-Network status are not eligible for new enrollments but are able to maintain current enrollments.
 - b. PROVIDERS that are in Strong Minds with In-Network status are eligible for new CSC Scholarship enrollments.
 - c. PROVIDERS that are terminated in Strong Minds will not be eligible for new enrollments but will be able to maintain current enrollments.
- 27. Statewide Information System.** PROVIDER agrees to utilize the statewide information system, as available, to submit information and updates regarding the CSC Scholarship program.
- 28. Child Care Resource and Referral.** PROVIDER agrees to participate in the annual update process coordinated by each Child Care Resource and Referral agency as described in Rule 6M-9.300(5) and (6), F.A.C.
- 29. Direct Deposit.** PROVIDER agrees to provide information necessary to facilitate direct deposit in order to receive CSC Scholarship reimbursement for services rendered. PROVIDER agrees to provide alternative reimbursement arrangements if PROVIDER chooses to opt out of Direct Deposit.

30. Deliverables

Deliverable	Tasks and Activities	Due Date	Payment
1. One Month of child care services	Child enrollment activities per the requirements in section III Instructions and activities per the requirements in section III Health and safety activities per the requirements in section III	Monthly	Per the level of services: established by the child care certificate provided by the PROVIDER by the COALITION; at the rates specified in Exhibit 2: Provider Reimbursement Rates; and documented through an approved monthly attendance report.
2. Monthly attendance report	Monthly attendance report submitted by the PROVIDER to the COALITION per the requirements in section VII	Monthly by the day indicated in Section VII	N/A
3. Proof of Developmental Screening Applies to PROVIDERS responsible for Developmental screening as indicated in Section III	If applicable: Developmental Screenings for each child aged six weeks to kindergarten eligibility per the requirements in section III. Subsequent screenings conducted annually in month of child's birthday. PROVIDER shall submit the child's screening results to the COALITION	 Within 45 days after the child's first or subsequent enrollment. Annually Within thirty (30) calendar days of completion of	N/A

	Enter the data into an electronic system PROVIDER shall provide in writing the screening results for each child to the child's parent.	screening Within sixty (60) calendar days after screening	
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IV. COALITION RESPONSIBILITIES

31. **Training and Technical Assistance.** COALITION will notify PROVIDER of the availability of training, technical assistance, and other targeted assistance in support of the provision of quality CSC Scholarship services.
32. **Developmental and Subsequent Screenings.** Applicable if PROVIDER is responsible for Developmental Screenings and Subsequent Screenings as indicated in paragraph 15. COALITION shall give notification to PROVIDER a minimum of thirty (30) calendar days prior to the date the child must be screened. COALITION will have staff persons available to explain screening results if requested by a parent.
33. **Child Eligibility.** COALITION has ultimate responsibility for determining the eligibility of children enrolling in the CSC Scholarship program. COALITION will issue forms that make up a child care certificate (also known as a payment certificate) to the parent of each eligible child who enrolls in the CSC Scholarship program.

V. MONITORING, AUDITING AND ACCESS

34. **Monitoring.** COALITION will monitor PROVIDER for compliance with this Contract and the provisions governing the CSC Scholarship program listed in paragraph 5. PROVIDER will be monitored in accordance with the COALITION monitoring plan, or in response to a parental complaint.
35. **Audit Inquiry.** The Children's Services Council of Palm Beach County (CSC) provides funds to the Coalition under this Contract. CSC requires that the Contractor, and all of its subcontractors, comply with any audit inquiry and records request by the Inspector General of Palm Beach County regarding all of its rights and obligations under this Agreement. Failure to comply shall be deemed a material breach of this Agreement.
36. **Physical Access.** PROVIDER agrees to allow the CSC and COALITION staff or sub-contractors immediate access to the facilities and spaces used to offer the CSC Scholarship Program during normal business hours, except as otherwise restricted by government facilities.
37. **Records Access.** PROVIDER agrees to allow CSC and COALITION staff or sub-contractors to inspect and copy records pertaining to the CSC Scholarship Program during normal business hours and upon request by COALITION. Records that are stored off-site shall be provided within seventy-two (72) hours.

VI. MAINTENANCE OF RECORDS, DATA, AND CONFIDENTIALITY

38. **Record Confidentiality.** PROVIDER agrees to protect the confidentiality of child and family information. PROVIDER agrees to have all staff complete confidentiality agreements and have processes in place to protect the privacy of child and family information. Confidentiality

agreements will be maintained by the PROVIDER and provided to the COALITION upon request. For the purposes of records of children enrolled in the CSC Scholarship Program, this Contract is considered an interagency agreement for the purpose of implementing the CSC Scholarship Program. Accordingly, to the extent that PROVIDER receives CSC Scholarship records in order to carry out its official functions, PROVIDER must maintain and protect the data, and as explained below. Individuals and organizations eligible to receive records include PROVIDER, the parent, COALITION, and CSC.

- 39. Record Maintenance.** PROVIDER agrees to maintain records, including sign in and sign out documentation, enrollment and attendance certification, documentation to support excused absences and proof of parent co-payments for children funded by the CSC Scholarship program. The records must be maintained for audit purposes for a period of **six (6) years** from the date of the last reimbursement request for that fiscal year or until the resolution of any audit findings or any litigation related to this Contract, whichever occurs last. PROVIDER may maintain records in an electronic medium and if the PROVIDER does so, then the PROVIDER shall back up records on a regular basis to safeguard against loss.
- 40. Record Transfer on Termination.** In the event that PROVIDER permanently ceases to offer the CSC Scholarship program before the conclusion of the retention period for CSC Scholarship records as described in paragraph 40, whether as a result of unilateral or mutual termination of PROVIDER's eligibility to offer the CSC Scholarship program or as a result of PROVIDER ceasing to do business, PROVIDER shall transfer all CSC Scholarship records required to be maintained under paragraph 40 to COALITION no later than the close of business on the day PROVIDER ceases to offer the CSC Scholarship program. Failure to remit all CSC Scholarship records required to be maintained will result in COALITION withholding final payment until the requirements of this paragraph are met.

VII. COMPENSATION and FUNDING

- 41. Method of Payment.** PROVIDER reimbursement for eligible children will be based on the child care certificate (also known as a payment certificate) issued by COALITION and presented by a parent, and through the use of the procedures outlined herein.
- 42. Reimbursement Rates Established.** PROVIDER agrees to provide documentation of its published private child care rates included in Exhibit 2. PROVIDER agrees to accept the approved PROVIDER reimbursement rate which is the lesser of the COALITION maximum reimbursement rate established by COALITION and approved by Office of Early Learning, identified in Exhibit 2. PROVIDER is paid based on budget availability, at the approved PROVIDER reimbursement rate less any parent co-payments assessed by COALITION as reflected on the childcare certificate.
- 43. Parent Fees.**
- a. Parent fees vary according to programs and income guidelines. The authorized sliding scale parent fee shall be deducted from the negotiated rate before payment is made to the PROVIDER. It shall be the responsibility of the PROVIDER to collect the parent fee.
- 44. Gold Seal Rate.** PROVIDER agrees to provide documentation of its Gold Seal Quality Designation. Gold Seal providers shall receive the Gold Seal rate identified in Exhibit 2 for all care levels which have received a Gold Seal Quality Designation.

- 45. Rate Changes and Limitations.** PROVIDER agrees to report any changes in its published child care rates or its Gold Seal status, if applicable. PROVIDER acknowledges that COALITION is prohibited from making payments, inclusive of Gold Seal, which would cumulatively exceed PROVIDER's private payment rate. In the event that any information submitted by PROVIDER in Exhibit 2 changes, PROVIDER must notify COALITION in writing of the change no later than close of business on the day of the change. COALITION may amend PROVIDER's reimbursement rate based on the information submitted by PROVIDER or any of the factors identified in this paragraph. COALITION must notify PROVIDER, in writing, of any change in reimbursement rate at least thirty (30) calendar days before the change is implemented.
- 46. Rates and Fees for Parents.** PROVIDER acknowledges that it is prohibited from charging parents receiving CSC Scholarship services a higher rate than that charged to private pay parents. In addition to the parent co-payment assessed by COALITION, PROVIDER must provide the parent with a list of any fees it charges and, if applicable, written notice of the difference between the private pay rate and CSC Scholarship reimbursement, prior to the parent enrolling his/her child in PROVIDER's CSC Scholarship program. PROVIDER is prohibited from charging any fees other than the parent co-payment or those fees provided to the parent on the fee list described above.
- 47. Co-payment.**
- a. Co-payment Amount.** The amount of the co-payment to be collected for each child is included on his or her child care certificate. In the event that an assessed parent co-payment is changed by the COALITION, COALITION shall send the PROVIDER written notice of the change. Only co-payment changes from the COALITION are valid.
 - b. Co-payment Assessment and Collection.** Assessed parent co-payments are automatically deducted from PROVIDER's monthly reimbursement. PROVIDER is responsible to collect the assessed parent co-payments.
 - c. Co-payment Documentation.** PROVIDER must give the parent a receipt for each co-payment made by the parent and retain receipt records for all child care co-payments. Upon request, PROVIDER shall provide a current accounting and copy of co-payment receipt records to the COALITION. COALITION will use this documentation to ensure parents who transfer their children to another child care provider have met their co-payment obligations before receiving additional CSC Scholarship services.
- 48. Holiday Schedule.** PROVIDER agrees to follow the holiday schedule approved by COALITION for PROVIDER's program, which includes Six days per year as set forth in Exhibit 3: Holiday Schedule and understands that these are the only holidays for which PROVIDER will receive reimbursement. Reimbursement may be made for up to twelve (12) recognized holidays per year.
- 49. Attendance Documentation Submission.** PROVIDER agrees to document daily attendance and submit monthly attendance reports for payment. PROVIDER agrees to submit all required attendance records to COALITION on or before the third (3rd) business day of each month. If the due date falls on a holiday, PROVIDER agrees to submit all required attendance records to

COALITION on the preceding business day. Records submitted late will be processed and paid in the next open payment cycle.

- 50. Reimbursement Summary Review.** PROVIDER agrees to review the reimbursement summary provided with the monthly reimbursement statement. PROVIDER agrees to report to COALITION any discrepancy, overpayment, or underpayment within sixty (60) calendar days of transmission of the reimbursement summary. For the month of September 2017 PROVIDER agrees to report to COALITION any discrepancy, overpayment or underpayment by October 23, 2017 any discrepancy reported after this date will not be processed.
- 51. Emergency Temporary Closure.** Report any temporary closures of the Provider's facility to the COALITION in advance if the temporary closure is planned, or by the close of business on the day of the closure if the temporary closure is not planned in advance. If the closure is extended the PROVIDER must notify COALITION within 2 days of reopening the facility as to the status and availability.
- 52. Disallowed Costs.** Provider understands expenditures submitted for reimbursement shall be disallowed if PROVIDER does not adhere to the provisions governing child care providers as described in paragraph 5. Any disallowed expenditure may be deducted from any future reimbursement. PROVIDER agrees to return to COALITION any funds received as a result of error or overpayment or disallowed cost. If PROVIDER ceases to offer the CSC Scholarship Program before the payment is fully recovered, PROVIDER agrees to return the funds it was overpaid. If PROVIDER fails to return the funds it was overpaid, PROVIDER shall be subject to collection efforts and/or funds may be obtained from other early learning programs.

VIII. FINANCIAL CONSEQUENCES

- 53.** As a result of PROVIDER's failure to provide the minimum level of services required by this Contract, COALITION shall temporarily withhold reimbursement, disallow all or part of services not in compliance with the terms of this contract or terminate the contract.

IX. NONDISCRIMINATION

- 54. Discrimination Prohibited.** PROVIDER agrees not to discriminate against children, families and staff on the basis of race, national origin, ethnic background, sex, religious affiliation, or disability. PROVIDER will comply with the terms of 45 C.F.R. §98.47 regarding non-discrimination against staff persons on the basis of religion.

X. NONCOMPLIANCE, PROBATION AND TERMINATION

55. Noncompliance Determination.

- a. **Corrective Action Notice.** If COALITION determines PROVIDER has failed to comply with the provisions governing the CSC Scholarship program as described in paragraph 5 or the requirements of this Contract, and COALITION concludes that corrective action will resolve the failure to comply, COALITION must notify PROVIDER in writing. ("Corrective action" means implementation of specific action(s) designed to correct the failure to meet a specific requirement.) The notice must identify the specific requirement(s) which PROVIDER failed to meet and describe how PROVIDER failed to meet each requirement. In

addition, the notice must provide a detailed description of any required corrective action and set a deadline for completion of the corrective action. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 64. Upon determining that the PROVIDER has satisfactorily completed the corrective action, the COALITION shall notify the PROVIDER in writing. If the PROVIDER has not satisfactorily implemented its corrective actions by the end of this CONTRACT, the PROVIDER will still be held accountable for implementing the remainder of the corrective actions accepted under the previous contract if the PROVIDER remains eligible to deliver the CSC Scholarship Program and executes a new CONTRACT with the COALITION.

- b. **Probation.** If COALITION concludes that PROVIDER has received a corrective action notice for the same violation two or more times or have had multiple corrective action plans within the contract year or if the corrective action plan is not completed within the prescribed timelines, PROVIDER shall be placed on probation for a period up to six (6) months. Probation may include one or more of the following conditions: training or staff development, monitoring or technical assistance by COALITION or submission of documentation related to the violation. COALITION must notify PROVIDER in writing of the terms and duration of the probation, including required timelines. The terms of the probation must correlate to the basis of the corrective action. If the PROVIDER has not satisfactorily completed the terms of its probation by the end of this CONTRACT, the PROVIDER will still be held accountable for the terms of the probation of the previous contract if the PROVIDER remains eligible to deliver the CSC Scholarship Program and executes a new CONTRACT with the COALITION.

56. Termination for Cause.

- a. **Basis of Termination for Cause.** PROVIDER agrees that COALITION has the right to terminate this Contract for cause at any time. The following are grounds for termination for cause: (a) Action, or lack of action, which threatens the health, safety or welfare of children; (b) The material failure to comply with the terms of this Contract, including, but not limited to, failure to implement corrective action or comply with the terms of probation as described in paragraph 56 above; (c) The refusal to accept any notice described under this Contract which COALITION is required to send to PROVIDER; or (d) Reasonable or probable cause for COALITION to suspect that fraud has been committed by PROVIDER as described in paragraph 63.
- b. **Notice of Termination for Cause.** In order to terminate PROVIDER for cause, COALITION must send a written notice of termination for cause to PROVIDER. Such notice must be sent, with proof of delivery, at least five (5) business days before termination. The notice must state the date of, and the specific basis for, termination. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 64. Notwithstanding PROVIDER's refusal of delivery of the notice, this Contract shall be terminated on the date identified in the notice. COALITION shall document any refusal of delivery.

57. Emergency Termination. COALITION must immediately terminate this Contract on an emergency basis upon notification by the Department of Children and Families (DCF) or local

licensing agency that actions or inactions of a PROVIDER pose an immediate and serious danger to the health, safety, or welfare of children. COALITION will terminate this Contract on an emergency basis by sending PROVIDER written notice of emergency termination at least twenty-four (24) hours prior to termination. The written notice must specifically state the basis of COALITION's determination. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 64.

58. Revocation of Eligibility.

a. If PROVIDER's Contract is terminated under paragraph 56., 57., or 58., COALITION may revoke PROVIDER's eligibility to deliver the CSC Scholarship program for a period of five (5) years. In determining whether to revoke PROVIDER'S eligibility, the COALITION may consider the following factors: the severity of the PROVIDER'S actions leading to the termination of the contract, the health, safety and welfare of children enrolled at the PROVIDER, the financial impact of the PROVIDER'S actions, the impact that the revocation would have upon the local community, consistency with COALITION'S actions against other PROVIDERS for similar violations of the Contract or program requirements, the length of time that PROVIDER provided services under contract with the COALITION, and whether the PROVIDER had previously violated there terms of this Contract and prior contracts with the COALITION. COALITION shall provide notice of its intent to revoke PROVIDER'S eligibility at the same time that it provides written notice of intent to terminate the contract to PROVIDER.

b. The PROVIDER agrees that in the event that this contract is terminated under the provisions of paragraphs 57, 58, or 59. And the PROVIDER'S eligibility is not revoked for a period of five (5) years under paragraph 60 part a, the parties may not enter into another contract for CSC Scholarship services for the remainder of the contract term of this contract.

59. Termination of Contract by Provider. PROVIDER and COALITION may agree to terminate this Contract by mutual consent or PROVIDER may unilaterally terminate this Contract at will. Written notice of termination must be given and alternative arrangements for uninterrupted services shall be made at least thirty (30) calendar days before the termination date for children served under this Contract. If sufficient notice of termination is not provided, COALITION may refuse to issue the final reimbursement payment to PROVIDER. If PROVIDER unilaterally, terminates this Contract during the pendency of an inquiry due to suspected noncompliance with this contract, the COALITION may revoke the PROVIDER'S eligibility to offer the CSC Scholarship Program for a period of 5 years if the noncompliance is upheld by the Early Learning Coalition review committee.

60. Appropriation. Any obligation for payment under this Contract is contingent upon an appropriation by the Children's Services Council of Palm Beach. If funds required to finance this Contract are unavailable, COALITION shall terminate this Contract after providing written notice, with proof of delivery, at least twenty-four (24) hours before termination of this Contract. In the event of termination of this Contract under this paragraph, PROVIDER shall be paid for the documented CSC Scholarship hours completed prior to termination of this Contract.

61. Eligible Child Care Provider. In order to receive local scholarship funds under this Contract, PROVIDER must be an eligible child care provider. Failure to maintain status as an eligible child care provider shall be considered an immediate and serious danger to the health, safety, or welfare of children, which is grounds for emergency termination of this Contract as described in paragraph 58. PROVIDER certifies that the location at which PROVIDER offers the CSC Scholarship

program is an eligible child care provider. PROVIDER agrees to notify COALITION immediately if it ceases to be an eligible child care provider.

62. Fraud.

- a. **Payment Certificate Fraud Investigation.** If it is determined that PROVIDER has given any cash or other consideration to the beneficiary in return for receiving a payment certificate, COALITION or its fiscal agent shall refer the matter to the Department of Financial Services pursuant to s. 414.411, F.S., for investigation.
- b. **Suspension for Suspected Fraud.** COALITION may suspend or terminate PROVIDER from participation in the CSC Scholarship program when it has reasonable cause to believe that PROVIDER has committed fraud. PROVIDER may request a review of COALITION's determination to suspend PROVIDER as described in paragraph 64. This review shall be limited to a determination of whether the COALITION has reasonable belief fraud occurred. If suspended, PROVIDER shall remain suspended until the completion of any investigation by the Office of Early Learning, the Department of Financial Services, or any other state or federal agency, and any subsequent prosecution or other legal proceeding.
- c. **Termination for Fraud.** If PROVIDER, or an owner, officer, or board director thereof, is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., or is acting as the beneficial owner for someone who has been convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., the COALITION shall refrain from contracting with, or using the services of, PROVIDER for a period of five (5) years. In addition, COALITION shall refrain from contracting with, or using the services of, any provider that shares an officer or board director with a provider that is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S. for a period of five (5) years.
- d. **Termination for National Disqualification.** If PROVIDER is placed on the United States Department of Agriculture National Disqualified List, COALITION must terminate this Contract for cause. In addition, if PROVIDER shares an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List, COALITION must terminate this Contract for cause.

63. Due Process Procedures. PROVIDER may request a review of determinations made by COALITION under this Contract. Reviews will be conducted in accordance with Exhibit 4: Due Process Procedures. While a request for a review is being examined, PROVIDER is not required to implement corrective action. PROVIDER may not offer any CSC Scholarship services while a request for a review regarding termination of PROVIDER's CSC Scholarship Contract is being examined.

64. Litigation and Venue. In the event that PROVIDER believes that this Contract has been inappropriately terminated, or in the event of a breach of this Contract, any available remedies may be pursued in a court of competent jurisdiction. COALITION and PROVIDER agree that any litigation related to this Contract which is brought by COALITION or PROVIDER will be brought in a county within COALITION's geographical service area.

XI. NOTIFICATION

- 65. Information Change Notification.** PROVIDER agrees that it will comply with each of the following notification requirements:
- a. Providing notice to the coalition of changes in contact or program information within fourteen (14) calendar days
 - b. Providing notice to the coalition of temporary emergency closings of the SR Program within two (2) calendar days.
 - c. Providing notice the coalition of permanent business closings or changes in business location or ownership must be reported at least thirty (30) calendar days prior to the changes.
- 66. CCR&R Participation** PROVIDER agrees to provide program and business information annually for inclusion in the Child Care Resource and Referral Network and is responsible for ensuring that COALITION has up-to-date business and contact (including emergency contact) information.
- 67. Unusual Incident Notification.** PROVIDER agrees to report unusual incidents to COALITION by no later than the close of business on the next business day of the unusual incident and to submit a written report to COALITION within three (3) business days from the date of the incident. For licensed providers, sending a copy of the incident report submitted for DCF to COALITION shall constitute compliance with this paragraph. An unusual incident is any significant event involving the health and safety of children under PROVIDER's care. Examples of unusual incidents include: accusations of abuse or neglect against PROVIDER or PROVIDER's staff; the injury of a child which requires professional medical attention at PROVIDER's site or written notification from the child's parent that the child received professional medical attention; and when PROVIDER receives notice of litigation where PROVIDER is named party or defendant and which relates to the PROVIDERs operation at any location at which CSC Scholarship services are being provided.
- 68. Notification of Disqualification or Public Assistance Fraud.**
- a. PROVIDER shall notify COALITION within five (5) calendar days if the PROVIDER is placed on the United States Department of Agriculture National Disqualified List, or if PROVIDER shares an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List.
 - b. PROVIDER shall notify COALITION within five (5) calendar days if PROVIDER, or an owner, officer, or board director thereof, is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., or is acting as the beneficial owner for someone who has been convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S.

69. Contact Persons.

- a. **Coalition Contact.** The representative for COALITION for the purposes of this Contract is Provider Services Manager who can be contacted at 561-214-8000 or by email at Provider.Services@elcpalmbeach.org.
- b. **Provider Contact.** The representative for PROVIDER for the purposes of this Contract is Tonya Smith who can be contacted at 561-243-7000 Ext. 5110 or by email at smithtc@mydelraybeach.com.
- c. **Contact Change.** In the event that either party designates different representatives after execution of this Contract, notice of the name and contact information of the new representative will be rendered in writing to the other party within ten (10) calendar days of change.

XII. INDEMNIFICATION

70. PROVIDER shall be fully liable for and indemnify, defend and hold harmless COALITION, CSC and all of their officers, directors, agents, contractors, subcontractors and employees from and against any and all third-party claims, suits, actions, damages, judgments and costs that arise whether in law or in equity, from any of the PROVIDER's agents, subcontractors or employees' acts, actions, neglect or omission during the performance or operations under this Contract or any subsequent modification thereof. This includes attorney's fees and costs. This indemnification holds whether liability is direct or indirect and whether damage is to any person or real or personal tangible or intangible property. **If PROVIDER is a state agency, public school or school district, this paragraph is limited to the extent required by s. 768.28, F.S.**

XIII. SEVERABILITY

71. If any provision of this Contract is held to be unenforceable by a court of competent jurisdiction, the remaining terms and conditions remain in full force and effect.

XIV. AMENDMENTS

72. Only Authorized Amendments No attachments, or supplements to this Contract are authorized or permitted, except those specifically incorporated by reference in this form, including; Exhibit 1: Required Documentation; Exhibit 2: Provider Reimbursement Rates; Exhibit 3: Holiday Schedule; and Exhibit 4: Due Process Procedures. No amendments to this contract are authorized or permitted except for those amendments made with the execution of the Form A (CSC Scholarship Provider Contract Amendments).

(Remainder of this page intentionally left blank.)

XIV. EXECUTION OF CONTRACT

PROVIDER has caused this Contract to be executed as of the date set forth in Paragraph 1. By signing below, PROVIDER hereby certifies that PROVIDER has read and understood this Contract. PROVIDER certifies that all information provided is true and correct and agrees that noncompliance with the requirements of the CSC Scholarship program including, but not limited to the requirements of this Contract, and all Exhibits and authorized attachments, shall result in corrective action, withholding of funds, or termination of this Contract at the discretion of COALITION, in accordance with Section X.

Warranty of Authority. Each person signing this contract warrants that he or she is duly authorized to do so and to bind the respective party to the contract.

**Signature of President/Vice President/
Secretary/Officer/Owner/Principal/or Other
Authorized Representative**

☐ By Electronic Signature

Mayor

Title

Cary D. Glickstein

Print Name

Date

**Provider's Additional Signatory (If required by
the Provider)**

☐ By Electronic Signature

Print Name

Title

Date

COALITION has caused this Contract to be executed as of the date set forth in paragraph 1.

Signature of Authorized Coalition Representative

☐ By Electronic Signature

Print Name

Title

Date

Exhibit 1: Required Documentation

Provider Name: Delray Beach Community Center

PROVIDER must mark the appropriate box in each section or subsection below.

1. Private Child Care Rates

- ☒ PROVIDER has provided a copy of its private child care rate information to COALITION with this Contract.

2. Gold Seal Rates

- ☐ PROVIDER has provided a copy of documentation related to its Gold Seal status, if applicable, to COALITION with this Contract.
- ☒ PROVIDER does not possess a Gold Seal Quality Care Designation.

3. Documentation of Eligible Child Care Provider

Private Providers

- ☐ PROVIDER has provided a copy of its Certificate of Licensure which includes a DCF identification number.
- ☐ PROVIDER has provided a copy of its Letter of Confirmation which includes a DCF exemption number.
- ☐ PROVIDER has provided a copy of its certificate of accreditation.
- ☐ PROVIDER certifies that it is not regulated by DCF and therefore does not require documentation from DCF.

Public School, Private School, and Charter School Providers

- ☐ PROVIDER is a public school and has provided a copy of documentation showing its school district and public school number.
- ☐ PROVIDER is a private school and has provided a copy of its Certificate of Licensure which includes a DCF identification number or a Letter of Confirmation which includes a DCF exemption number.
- ☐ PROVIDER is a charter school and has provided a copy of its charter which includes preschool aged children as a service population and documentation showing its school district and school number.

4. Insurance Requirements

- ☒ PROVIDER has provided evidence of liability insurance.
- ☒ PROVIDER has provided evidence of transportation insurance (as applicable)
- ☒ PROVIDER has provided evidence of workers' compensation insurance (as applicable)

5. ☐ IRS W-9 Form (Request for Taxpayer Identification Number).

6. ☐ Documentation of signature authority.

7. ☐ Current Sunbiz print-out identifying the office, director or authorized person(s).

Exhibit 2: Provider Reimbursement Rates

Provider Name: Delray Beach Community Center

Provider Operational Hours: 2:00pm - 6:00pm

PROVIDER must mark whether or not it has a Gold Seal Quality Care Designation. Finally, PROVIDER must complete the table below marked "To be completed by PROVIDER." COALITION will complete the remainder of the Exhibit.

Does PROVIDER have a Gold Seal Designation? ☐ Yes ☒ No

PROVIDER's Private Pay Rates (To be completed by PROVIDER)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School
Full-Time Daily Rates	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12.50	\$12.50
Part-Time Daily Rates	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11.00	\$11.00
Before or After School Rates	N/A	N/A	N/A	N/A	\$0.00	\$0.00	\$0.00

COALITION Maximum Reimbursement Rates (To be completed by COALITION)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School
Full-Time Daily Rates							
Full-Time Gold Seal Daily Rates							
Part-Time Daily Rates							
Part-Time Gold Seal Daily Rates							
Before or After School Rates	N/A	N/A	N/A	N/A			
Full-Time VPK Wrap Rate	N/A	N/A	N/A				N/A
Part-Time VPK Wrap Rate	N/A	N/A	N/A				N/A

Approved PROVIDER Reimbursement Rate*
(To be completed by COALITION)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School
Full-Time Daily Rates							
Part-Time Daily Rates							
Before or After School Rates	N/A	N/A	N/A	N/A			
Full-Time VPK Wrap Rate	N/A	N/A	N/A				N/A
Part-Time VPK Wrap Rate	N/A	N/A	N/A				N/A

**Note: Rate PROVIDER will be paid shall not exceed PROVIDER's Private Pay Rates for each category.*

Effective Date of Rates Established in This Exhibit _____

Exhibit 3: Holiday ScheduleProvider Name: Delray Beach Community Center

Holiday	Date Observed
Independence Day	7/4/2017
Labor Day	9/4/2017
Thanksgiving Day	11/23/2017
Christmas Day	12/25/2017
New Year's Day	1/1/2018
Memorial Day	5/28/2018
Floating Reimbursable Holiday	11/10/2017
Floating Reimbursable Holiday	11/24/2017
Floating Reimbursable Holiday	12/26/2017
Floating Reimbursable Holiday	01/01/2018
Floating Reimbursable Holiday	01/15/2018
Floating Reimbursable Holiday	02/19/2018

If the holiday falls on a Saturday, the holiday is observed on the Friday preceding the holiday. If the holiday falls on a Sunday, the holiday is observed on the Monday following the holiday.

Exhibit 4: Due Process Procedures

Provider Name: Delray Beach Community Center

1. **Purpose of Exhibit.** Early Learning Coalitions are responsible for the local implementation of early learning programs funded with state, federal, and local funds, such as the School Readiness Program, CSC Scholarship and Voluntary Prekindergarten Education Program. Providers of such early learning programs may request a review of determinations made by an Early Learning Coalition in accordance with the due process procedures described below.
2. **Request for Review Hearing.** If a provider disputes any action taken by the Coalition pursuant to the terms of the CSC Scholarship Provider Contract, the provider may request a review hearing in writing by sending it to the contact person listed in the Coalition's action. A review hearing is a "meeting" for the purposes of the Sunshine Law which is subject to public notice. During a review hearing, the provider will have a reasonable opportunity to address Coalition staff-persons or sub-contractor staff regarding the Coalition's action and to present supporting evidence before a Review Hearing Committee. Provider may have an attorney present at the review hearing to represent or advise the provider.
 - a. **Content of Request for Review Hearing.** The request for review hearing must state: the name and contact information of an individual authorized to provide information and binding responses on behalf of provider; the specific action by the Coalition that the provider disputes, the specific reasons for the provider's belief; and whether the provider will be represented by an attorney or another individual during the review hearing.
 - b. **Request Time.** The provider's request for a review hearing must be submitted in writing to the Coalition within five (5) business days of receipt of notice of the determination which the provider believes to be incorrect.
 - c. **Supporting Documentation.** The provider must send copies of any written documentation supporting the claims of the provider. Examples of relevant documentation may include, but are not limited to, attendance documentation, notarized attestations from parents, documentation from licensing or accrediting bodies, documents demonstrating dates of information submission, and a proposed corrective action plan.
3. **Implementation of Review.** If the Coalition receives a request for review hearing from the provider, the Coalition must address the request by taking the following steps.

Assignment of Review Hearing Committee. Within three (3) business days of receipt of a request for review hearing, the Coalition must assign a Review Hearing Committee to complete the review. The Review Hearing Committee must be composed of at least three but no more than five members of the Coalition Board. The Chair of the ELC shall appoint the Review Hearing Committee and shall name the chair of the committee. At least one of the members must be a mandatory member as set forth in section 1002.83(4) and at least one other member shall be one of the provider representative members. If no provider representative is available to participate, a waiver is possible if

documented in the deliberations of the review hearing committee.

- b. **Response to Request for Review Hearing.** Within five (5) business days of receipt of the request for review hearing, the Coalition must respond to the provider in writing, return receipt requested. The notice must include at least three (3) proposed dates and times for the review hearing which must be within forty-five (45) days of the date of receipt of the request for review hearing. The notice must also state that the review hearing may be conducted in person at a location designated by the Coalition or via any method of telecommunications, as long as the public is given reasonable access to observe and, when appropriate, participate. Finally, the notice must state whether or not all of the Coalition staff persons or sub-contractor staff whom the provider wishes to have present during the hearing will be made available. If any individual who the provider requested to have present is not available, the Coalition must make available an individual who is qualified to address the subjects the provider wished the individual to address.
- c. **Date and Location Selection.** Within five (5) business days of receipt of the response to a request for review hearing, the provider must inform the Coalition of the date and time which it selects for the review hearing and whether the provider will attend the meeting in person or via a method of telecommunication. Within five (5) business days of receipt of the response to a request for review hearing, if the provider is unable to attend any of the proposed dates and times for the review hearing, the provider must submit written notice which states the specific reasons that provider is unable to attend and must contact the Coalition to select a mutually agreed upon date for the review hearing. If the provider does not inform the Coalition of the date and time within the required time period, then the process is considered complete and the request is denied.
- d. **Conducting the Review Hearing.** The Review Hearing Committee shall assess the claim(s) the provider made in its request for review by examining all information and documentation submitted by the provider. The provider must be given a reasonable opportunity to question Coalition staff-persons or sub-contractor staff regarding the determinations of the Coalition and to present evidence before the Review Hearing Committee. The Coalition will also be provided a reasonable opportunity to submit evidence to rebut any claims made by the provider.
- e. **Review Hearing Committee Decision Conclusion.** Following completion of the presentation by the provider and the Coalition, the Review Hearing Committee will vote regarding each of the provider's claims. The decision of the Review Hearing Committee is final. In its' deliberations, the Review Hearing Committee must determine:
 - i. If the determination made by the Coalition was correct, in whole or in part , or incorrect.
 - ii. If no part of the determination made by the Coalition was correct, then provider is not required to take further action.
 - iii. If any part of the determination made by the Coalition is correct, the Committee must identify the portion(s) determined to be correct and as applicable, decide:

- a. If corrective action is necessary, that the provider must take corrective action in regard to the part (s) which the Review Hearing Committee determines to be correct; and the revised deadlines for completion of the corrective action(s); or
 - b. If the provider's CSC Scholarship contract or eligibility to offer the CSC Scholarship program will be terminated, the date of termination.
- f. Notice of Review Hearing Conclusion.** The Chair of the Review Hearing Committee shall ensure a written notice of the review hearing conclusion is prepared. The written notice must state the outcome of the Review Hearing Committee's vote regarding each of the provider's claims. In addition, the notice must specifically state the reasons supporting the Review Hearing Committee's conclusions. The dates for either corrective action to be completed, or termination of eligibility to offer the CSC Scholarship Program shall be included in the notice. The Chair of the Review Hearing Committee shall approve the notice and ensure it is made public within ten business days of the conclusion of the Review Hearing.