

Invitation to Bid

Catholic Charities of the Archdiocese of Miami, Inc. will be accepting bids for catering service for two (2) Residential programs for the provision of breakfast, lunch, dinner, and snacks, as applicable. Additionally, single service supplies, as applicable by program. A more detailed description of the program is available within the bid packet.

Due Date: 5.9.2025, at 4:00 P.M.

Bid Packet may be obtained at www.ccadm.org or at the center located at 7707 NW 2nd Ave. Miami, FL, 33150 on 4.15.2025 between the hours of 11:00 A.M. to 4:00 P.M.

The bid package contains two different programs and may be awarded in the form of two different contracts. The selected bidder may be awarded one or more contracts depending on the selection process.

Submission Instructions:

- You may submit a bid for any one of the programs or for both of them.
- 1 PDF bid packet to include all documents shall be submitted via email to the following addresses: dchavez@ccadm.org; nrenguso@ccadm.org and svaldes@ccadm.org or hand delivered to 7707 NW 2nd Ave, Miami, FL 33150 by 4:00 p.m. on 5.9.2025.
- The Bid packet shall include a cover page that contains the name of the Bidder, our Agency's name and clearly shows acceptance of the proposal.
- Bids received after the due date and hour will not receive consideration. For the bid package listed above, only email submissions will be considered. Faxed Bids will not be accepted.

Catholic Charities Contact emails: dchavez@ccadm.org; nrenguso@ccadm.org and svaldes@ccadm.org

Please submit all questions in writing to the emails above by 4.22.2025

Schedule of Events and Deadlines:

Activity	Date	Time
Invitation to Bid	4.15.2025	11:00 A.M.
Posting of Invitation to Bid	4.15.2025	11:00 A.M.
Submittance of written questions by	4.22.2025	4:00 P.M.
Response to questions	4.25.2025	4:00 P.M.
Submission of bid must be received via email or hand delivered to 7707 NW 2 nd Ave. Miami, FL, 33150	5.9.2025	4:00 P.M.
Bid opening	5.9.2025	4:30 P.M.
Notification of awarded Bidder	5.16.2025	5:00 P.M.
Contract Negotiations period	5.19.2025-5.22.2025	5:00 P.M.
Anticipated Contract start date	6.1.2025	6:00 A.M.

Scope of Work: It is the intent of Catholic Charities of the Archdiocese of Miami, Inc. (hereafter referred to as the CC-ADM) to secure a contract for the purchase of Breakfast, Lunch, Dinner, and Snacks, as appropriate. Please see further breakdown below:

Residential Program- St. Luke's Center:

To provide a menu of meals that follow the guidelines set by the USDA for adults that mostly American dishes with some South and Central American dishes included at least once a week. Accommodations for dietary restrictions, food allergies, health issues, and religious and spiritual requirements shall also be coordinated with the program and provided as needed. An up-to-date diet manual, such as the Diet Manual of the Florida Dietetic Association, Inc., shall be used as the standard reference in planning regular diets. The dietary allowances shall be met by offering a variety of foods adapted to the food habits, preferences and physical abilities of the residents and prepared by the use of standardized recipes. An up-to-date diet manual, such as the Diet Manual of the Florida Dietetic Association, Inc., shall be used as the standard reference in planning regular and therapeutic diets. All menus must include an attestation signed by a licensed nutritionist confirming the menu meets the standards such as Diet Manual of the Florida Dietetic Association Inc. Currently, CC-ADM serves approximately 30 Breakfasts, 30 lunches, and 30 dinners (with actual variances of 30-40 meals served daily) seven (7) days a week, 365 days a year not excluding holidays. However, the number of meals served is census driven and is subject to change or stop for a variety of reasons including reductions in funding from third party payors including state/federal funding. The meals are to be delivered to the following location:

St. Luke's Center
7707 NW 2nd Ave.
Miami, FL 33150

The Bidder must adhere to a strict time schedule for delivering the meals by 11:00 a.m. to St. Luke's to include breakfast for the following day.

Residential Program- Children's Village- Boystown:

To provide a diverse menu of meals that follow the guidelines set by the USDA for children with adult portions that includes meals mostly from Central and South America, and the Caribbean. Accommodations for dietary restrictions, food allergies, health issues, and religious or spiritual requirements shall also be coordinated with the program and provided as needed. Currently, CC-ADM serves approximately 105 Breakfasts, 105 lunches, and 105 dinners per day, 81 snacks three times a day (with actual variances of 81-105 meals served daily) seven (7) days a week, 365 days a year not excluding holidays. However, the number of meals served is census driven and is subject to change or stop for a variety of reasons including reductions in funding from third party payors including state/federal funding. The meals are to be delivered to the following location: Cutler Bay Area, due to the nature of services provided, disclosure of the address will be provided once catering services are awarded.

The Bidder must adhere to a strict time schedule for delivering the meals by 6:00 A.M. to Children's Village-Boystown.

The bidder is responsible for ensuring Food Handlers are available at Children's Village-Boystown, as needed and based on the availability of funds.

INVITATION TO BID (ITB)- St. Luke's

ISSUED BY NAME: Catholic Charities of the Archdiocese of Miami, Inc. – St. Luke's
ADDRESS: 1505 NE 26th Street, Wilton Manors FL 33305

BID NUMBER: _____ BID ISSUE DATE: _____

CONTRACT START DATE: May 1, 2025 CONTRACT EXPIRATION DATE: *April 30, 2026

*contract may be renewed for an additional (3) three, one year terms.

The Bidder agrees to furnish all labor, materials, supplies, supervision, transportation, and services necessary to furnish meals at the designated times and in the manner called for in these bid specifications for the following price:

Please list price per meal:

BREAKFAST:	\$ _____	SHELF STABLE MEALS:	\$ _____
LUNCH:	\$ _____	SPECIAL DIET MEALS:	\$ _____
DINNER:	\$ _____	ALLERGY SUBSTITUTES:	\$ _____

Please list price per disposable item/unit:

UTENSILS:	\$ _____	NAPKINS:	\$ _____
CUPS:	\$ _____	PLATES:	\$ _____
BOWLS:	\$ _____	OTHER:	\$ _____

NAME OF ORGANIZATION: _____

ADDRESS: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF REREPRESENTATIVE: _____

REQUIRED DOCUMENTATION

The following documentation must be included as an attachment to the Bid Proposal:

1. Current business license and permits, **Attachment C**
2. Current local fire department inspection report, **Attachment D**
3. Three (3) most recent sanitation inspection reports, **Attachment E**

INVITATION TO BID (ITB)- Children's Village

ISSUED BY NAME: Catholic Charities of the Archdiocese of Miami, Inc. – Children's Village
ADDRESS: 1505 NE 26th Street, Wilton Manors FL 33305

BID NUMBER: _____ BID ISSUE DATE: _____

CONTRACT START DATE: May 1, 2025 CONTRACT EXPIRATION DATE: *April 30, 2026

*contract may be renewed for an additional (3) three, one year terms.

The Bidder agrees to furnish all labor, materials, supplies, supervision, transportation, and services necessary to furnish meals at the designated times and in the manner called for in these bid specifications for the following price:

Please list the cost per hour:

FOOD HANDLER \$ _____

Please list price per meal:

BREAKFAST: \$ _____ SHELF STABLE MEALS: \$ _____

LUNCH: \$ _____ SPECIAL DIET MEALS: \$ _____

DINNER: \$ _____ ALLERGY SUBSTITUTES: \$ _____

Please list price per disposable item/unit:

UTENSILS: \$ _____ NAPKINS: \$ _____

CUPS: \$ _____ PLATES/TRAYS: \$ _____

BOWLS: \$ _____ OTHER: \$ _____

NAME OF ORGANIZATION: _____

ADDRESS: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

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REQUIRED DOCUMENTATION

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CONTRACT TERM:

The contract will be awarded for a period of not more than twelve (12) months, beginning with the date of award, with the option to renew for three (3) additional years on a year-to-year basis based on performance and availability of funds. The contract term is expected to commence on May 1, 2025. Should a new Bidder be awarded the contract, the contract might be delayed to second menu cycle if new Bidder cannot replicate current approved menu.

CONDITION OF THE BID:

Time for completed delivery may be a factor in determining the successful Bidder.

Bids indicating price in effect at times of shipment will be considered invalid.

The Bidder shall be responsible for all fees, taxes, and licenses required to operate under this contract, including the bonding of personnel and such expenses shall not be paid by the CC-ADM.

The Bidders who are on the discriminatory Bidder list may not transact business with any public entity, in accordance with the provision of s. 287.134, F.S.

COMPETENCY OF BIDDERS:

Bidder agrees to faithfully perform the duties required of them to the best of their ability, to devote the time needed for the performance of such duties, to faithfully and promptly account to CC-ADM, including the submission of all supporting documentation as to any matters requiring such accounting and to refrain from becoming engaged in any other business, during the tenure of this Agreement, which would serve to detract from Bidder's ability to discharge the duties which formulate the subject matter of this Agreement in the full and complete manner contemplated herein.

Bidder hereby represents that they have sufficient resources, both human and capital, to fulfill the terms of this Agreement. Bidder further represents that they and their employees are properly licensed and authorized to provide the services pursuant to the Agreement.

Bidder acknowledges that certain federally funded contracts require all recipients and sub recipients to comply with the Davis-Bacon Act, including but not limited to, payment of minimum wage rates not less than those contained in the wage determination decision of the Secretary of Labor. Bidder agrees to strictly comply with all of the Davis-Bacon Act requirements, if applicable. In the event there is any uncertainty regarding the applicability of the Davis-Bacon Act to this Agreement, Bidder shall consult in writing in advance with CC-ADM Contract Manager.

A pre-award inspection of the Bidder's facility is a condition precedent prior to the award of contract.

A pre-award sample tasting of meals is a condition precedent prior to the award of the contract.

The Bidder must submit documentation demonstrating the ability and capability in supplying the number of meals required to be provided. CC-ADM may request a copy of Bidder's policies and procedures regarding sanitation, food preparation, and food delivery.

CC-ADM may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Bidder, including past performance and experience in making the award in the best interest of CC-ADM.

MINIMUM FOOD CONTRACT SPECIFICATIONS

Bidders are required to comply with menu cycles (four-week cycles for each six month period) provided by Bidder's certified dietician. Meal pattern of menu will include appropriate portion size as indicated in the scope of work by program. Any substitution of the menu must be in compliance with a pre-approved substitution list. A sample of the menu cycles must be provided in **Attachment A**. Substitutions must be of a similar nutritional value and may not reduce the nutritional content of the meal. CC-ADM shall be provided with reason for substitution and details how substitution may be avoided in the future. In the event that a substitution is made without prior approval, CC-ADM will not be responsible for payment for the unapproved menu item.

The Bidder agrees to make special emergency arrangements for supplying the meals for at least seven (7) days in event of natural disasters, such as a hurricane, flood, fire, power failure, and similar circumstances which would prevent the Bidder from furnishing the meals in the usual fashion. Should the event of natural disaster be to such degree that seven (7) days is not sufficient, CC-ADM may request additional meals.

It is the responsibility of CC-ADM to notify the Bidder prior to 6:00 A.M. of a site closing due to hazardous weather. Any food already prepared will be promptly frozen or refrigerated, and if appropriate, that day's menu will be substituted for the following day's menu. It is the responsibility of CC-ADM and the Bidder to provide each other with cell phone numbers for emergency use only.

The Bidder shall develop and submit, with the bid, **Attachment B**, an emergency procedure for delivering food in case of a truck breakdown.

All applicable health and sanitation requirements shall be adhered to at the food preparation site. Local, State, and Federal program authorities must have the right to inspect the premises and request formal inspection by health officials if deemed necessary. The food preparation facility must be inspected annually. Failure to comply with applicable health requirements shall result in termination of the contract. CC-ADM shall be able to inspect food preparation, packaging, and storage areas at any time. CC-ADM shall receive copies of inspection reports of the Bidder's facilities completed by health, sanitation, and safety officials within twenty-four (24) hours after receipt of the above by the Bidder. The Bidder must provide a written corrective action plan to CC-ADM for any high-priority or significant findings on sanitation inspections. These corrective action plans must be approved by CC-ADM's Risk Management.

The Bidder will show evidence of HACCP (Hazard Analysis Critical Control Point) program to ensure that food safety issues are being addressed. For example: Time/temperature, cross contamination, and personal hygiene studies regarding storage, holding and cooking of food. Employees must receive annual training in said food safety issues and HACCP program. Certificates of training must be made available to CC-ADM, as requested.

Any Caterer involved in preparing meals must maintain documentation on:

- Food safety management program within the facility that meets or exceeds the minimum requirements of federal, state, municipal, or other agencies authorized to inspect or accredit the food service operation. This documentation is to be available for review upon request and at each bi-annual inspection conducted by program staff or their representative.
- An inspection was conducted by the state regulatory authority within the past six months.
- A description of the Bidder's delivery standards and sanitation practices that include holding temperatures for transporting and serving food.

The Bidder must transport all food items in their own clean, well-kept, and maintained vehicles appropriate for delivery of food. Food shall be packaged in equipment capable of maintaining hot food at

140 °F or higher and cold food at 41°F or lower until the final site destination. The Bidder's personnel shall place cold food in the refrigeration units upon delivery to CC-ADM's program. All milk is to be iced down. The ice must be in a solid state at time of delivery. All meals delivered to the site must be properly labeled as to site name, item, weight of product, and number of servings. Bidder should follow a procedure that meets nationally recognized food safety regulation regarding delivery of food and maintaining temperature to ensure quality of food at time of serving.

Food shall be delivered to the program in bulk or pre-plated containers. It shall be packaged so that there will be a minimum of spills in the carrier. The Bidder will take any necessary measures including, but not limited to, reducing fill level, and covering plates with stretch plastic film and/or aluminum foil and metal lids to prevent spillage. Carriers will be provided by the Bidder in a size and/or quantity to contain all food delivered to the sites.

All serving pans shall be of disposable aluminum and/or stainless steel. The Bidder must sanitize any permanent ware daily. Packaged materials must be supplied in containers that may be resealable after individual items are removed.

Daily cleaning and sanitizing of pans, coolers, carriers, and all other equipment provided by the Bidder shall be the responsibility of the Bidder.

The Bidder shall be responsible for providing the following single service supplies as a minimum: (to be delivered weekly on a day mutually agreed upon)

- 8-ounce cups for coffee, tea, or juice for dinner
- 8-ounce disposable soup bowls for soups, stews, chili, etc.
- Non-brittle, heavy duty plastic-ware packets including forks, knives, spoons, and napkins in sufficient number for meals daily.
- Condiments to include in bulk: black pepper and iodized salt, ketchup, mustard, mayonnaise, tartar sauce, and relish will be provided when necessary to complete the meal. Salad dressing and sauces (e.g. hot sauce, BBQ sauce) will be delivered in gallon jars/bottles on an as needed basis.

CC-ADM may request a sample of such items by Bidder.

The Bidder shall provide a traditional Thanksgiving, Christmas, and Easter meal at no additional cost to the program on a mutually agreed upon date. These meals will also follow a holiday menu supplied by CC-ADM's the Bidder's licensed dietician.

The Bidder shall be flexible regarding the number of meals to be provided at each site from day to day. CC-ADM will notify the Bidder by 2:00 P.M. of each serving day the number of meals required for the next serving day only if there is a change in the allocated number of meals to a site. This will constitute a purchase order which will cover the maximum billings for that order. At the time the contract is awarded, CC-ADM will give the Bidder the name of the people who have the authority to make a change in the number of daily meals.

Time span for delivery schedule between food packaging and delivery is not to exceed 2 hours. Preference will be given to Bidder that can deliver the best quality in the shortest delivery time.

CC-ADM is not required to pay for meals that do not meet proper specifications and as per approved menu.

Time for completed delivery may be a factor in determining the successful bidder in addition to the availability of a sample tasting of unitized and review of boxed meals and packaging.

Upon delivery of meals at the program, an authorized representative of CC-ADM shall sign and record delivery time on receipt in multiple copies evidencing receipt of such food, with one (1) copy to be retained by the Bidder and one (1) copy to be retained by CC-ADM. The delivery of disposable supplies shall occur at mutually convenient times between CC-ADM and the Bidder, and the type and number of surplus supplies to be stored at CC-ADM's site will be mutually agreed upon.

All records shall be kept on file for a minimum of seven (7) years after final payment of the contract and all other pending matters, including any audit or litigation regarding the contract, are closed. The Bidder shall agree that authorized auditors and officials, upon request, shall have access to all such records for audit and review at a reasonable time and place.

The Bidder shall provide units of deliverables as specified in the contract to be received and accepted by the designated Supervisor prior to payment.

INCIDENT REPORTING

The Bidder shall notify CC-ADM immediately, but no later than 24 hours from the Bidder's awareness or discovery of conditions that may materially affect the Bidder's ability to perform services required to be performed under any contract. Such notice shall be made orally to the Program Director (by Phone) with an email to immediately follow.

The Bidder shall immediately report any reasonable suspicion of abuse or neglect or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96- ABUSE). As required by Chapter 39 and 41.5,F.S., this provision is binding upon the Bidder and their employees.

COMPENSATION:

Bidder shall provide CC-ADM an invoice for services performed pursuant to this Agreement weekly. Time is of the essence in completion of the work. The invoice must be on the Bidder's letterhead and be approved by the designated Supervisor before it is accepted for payment. Any dispute between the parties regarding payment will be resolved by the Chief Executive Officer of CC-ADM in his sole discretion. Bidder's performance will be evaluated prior to the contract ending, using the Independent Bidder's Evaluation Form.

All food served shall be from an approved source. The Bidder agrees (in the event that U.S.D.A. food becomes available) to accept and use, to the maximum extent possible, donated foods from the U.S. Department of Agriculture and to conform to all requirements of the U.S.D.A., the State of Florida, and any other regulatory body regarding the use, handling, records, and storage of donated food. The Bidder agrees to purchase U.S. grown foods when possible.

When delivered to the program, the food shall be wholesome and of good quality. All raw food used in the preparation of meals from Bidder shall be of high quality and meet state, federal, and local guidelines. No home prepared or home canned food shall be used in the preparation of these meals.

No equipment will be furnished or maintained by the CC-ADM in the provision of meals, therefore, the Bidder shall supply and maintain approved automotive vehicles, insulated containers, and other appropriate equipment, service ware, cups, straws, napkins, accessories, and condiments appropriate for the storage, preparation, delivery, and the serving of hot and cold foods, abiding by all safety measures and sanitary practices in handling operations.

Standard Contractual Requirements:

NOW, THEREFORE, and in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, CC-ADM and the

Contractor hereby agree as follows:

1. Recitals. The above recitals are true and correct.
2. Contractor Duties. Contractor agrees to faithfully perform the duties required of him / her to the best of his/ her ability, to devote the time needed for the performance of such duties, to faithfully and promptly account to CC-ADM including the submission of all supporting documentation as to any matters requiring such accounting and to refrain from becoming engaged in any other business, during the tenure of this Agreement, which would serve to detract from Contractor's ability to discharge the duties which formulate the subject matter of this Agreement in the full and complete manner contemplated herein. Contractor further represents that it and its employees are properly licensed and authorized to provide the services pursuant to this Agreement.

Contractor hereby represents that it has sufficient resources, both human and capital to fulfill the terms of this Agreement. Failure of Contractor to fulfill the duties herein, shall be a default and grounds for immediate termination of this Agreement.

Contractor acknowledges that certain federally funded contracts require all recipients and subrecipients to comply with the Davis-Bacon Act including but not limited to payment of minimum wage rates not less than those contained in the wage determination decision of the Secretary of Labor. Contractor agrees to strictly comply with all the Davis-Bacon Act requirements, if applicable. In the event there is any uncertainty regarding the applicability of the Davis-Bacon Act to this Agreement, Contractor shall consult in writing in advance with the CC-ADM Contract Manager.

3. Indemnification. Contractor shall indemnify CC-ADM including, without limitation, CC-ADM's agents, members of the Board of Directors, employees, invitees or guests, and any of CC-ADM's other contractors from and against claims, losses, costs, damages and expenses (including, without limitation, reasonable attorneys' fees) relating to injury or death of any person or damage to real or personal property resulting directly from a claim of negligence of Contractor in the performance of his/her obligations. CC-ADM shall indemnify the Contractor including, without limitation, Contractor's agents, members of the Board of Directors, employees, invitees or guests, and any of Contractor's other contractors from and against claims, losses, costs, damages and expenses (including, without limitation, reasonable attorneys' fees) relating to injury or death of any person or damage to real or personal property resulting directly from a claim of negligence of CC-ADM. The prevailing party in any indemnification action shall be entitled to recover reasonable attorney fees.

This provision shall survive termination of the Agreement.

4. Contractor hereby acknowledges that it has performed a background investigation on its employees to determine their suitability to provide the requested services and that each of its employees is qualified to provide said services.
5. Term and Termination. The term of this Agreement is upon completion of Contractor's duties or one calendar year from execution date whichever is later. CC-ADM expressly reserves its full rights during the term hereof and particularly the right to discharge the Contractor for cause, and, at its option, to terminate this Agreement on that account, without notice. Notwithstanding the above, this Agreement may be terminated for any reason by either party upon the giving of thirty (30) days written notice to the other party. Upon termination without cause, Contractor shall be entitled to receive his/her compensation due to the date of termination.

This Agreement may be funded in whole or in part through third party funders (federal/state grants, gifts, subsidies, etc.). If the Agreement is at all funded by third parties and such funding is wholly or partially terminated, interrupted, reduced or suspended, CC-ADM shall be entitled

to immediately terminate this Agreement or reduce the number of meals purchased and CC-ADM shall be solely responsible for payment of services which were provided through the date on which Contractor was noticed of the termination, suspension or reduction of services.

6. Background Screening. The Contractor agrees to comply with all background screening policies and procedures of CC-ADM including but not limited to civil/criminal history check, credit history, references and educational verification. The Contractor will furnish CC-ADM with fingerprints of any employee of Contractor prior to provision of services upon request. For Program(s) who serve minors and/or elderly populations: fingerprints will be requested, and clearance obtained prior to any provision of services if services will occur during operating hours.
7. Assignment. The Contractor acknowledges that the services to be rendered by the Contractor are unique and personal. Accordingly, the Contractor may not assign or subcontract any of his / her rights or delegate any of his / her duties or obligations under this Agreement to another individual, corporation, partnership or other legal entity. The agency has regular mechanisms to ensure the quality of services provided.
8. Independent Contractor. Contractor agrees that in all respects Contractor's relationship to CC-ADM will be that of an Independent Contractor, and that he / she will not act or represent that he / she is acting as an agent of CC-ADM or incur any obligation on the part of CC-ADM without written authority of CC-ADM. Services provided shall be by the Contractor and its employees, subject to the administrative supervision of the Contractor and not as employees of CC-ADM. Personnel policies, tax responsibilities, social security, health insurance, income tax and payroll withholding, employee benefits, workers' compensation, unemployment compensation, travel, per diem policies and other similar administrative procedures applicable to services rendered under this Agreement shall be exclusively those of the Contractor.
9. Fair Labor Standards Act. Contractor further agrees that Contractor is solely responsible for compliance with all applicable employment laws with regard to its employees including but not limited to the payment of minimum wage and overtime pursuant to the Fair Labor Standards Act and any requirements associated with the Family and Medical Leave Act and the Affordable Care Act. In addition to paragraph 3, Contractor shall indemnify CC-ADM for claims, losses, damages or expenses (including attorney's fees and costs) related to Contractor's failure to perform the obligations outlined in this paragraph, provided, however, that Contractor shall not be required to indemnify CC-ADM for claims arising out of CC-ADM's failure to comply with applicable laws.
10. E-Verify. Pursuant to section 448.095 Florida Statute the Contractor shall verify the employee's employment eligibility by using the E-Verify system or requiring the person to provide the same documentation that is required by the United States Citizenship and Immigration Services on its Employment Eligibility Verification form (Form I-9).
11. Notices. All notices and demands, whether required or desired, shall be given only in writing and delivered or sent to the party to whom directed by certified United States mail, return receipt requested, postage prepaid, to the address set forth below:
12. Sections. Sections and other captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
13. Severability. Each provision in this Agreement is intended to be severable, and if any term or provision hereof is illegal or invalid or for any reason whatsoever, such illegality or invalidity shall not effect the validity of the remainder of this Agreement.

14. Choice of Law. This Agreement, and the rights of the parties, shall be governed by and construed or enforced in accordance with the laws of the State of Florida and in the venue of Miami-Dade County.
15. Integrated Agreement. This Agreement constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, representations or other warranties among the parties other than those set forth herein or herein provided for.
16. Modification. This Agreement may be modified, revised or amended only by the advance written consent of both parties.
17. Confidentially / Property Interests. The Contractor shall not, without the express prior written Consent of CC-ADM, use, divulge, furnish or make accessible to anyone any Confidential Information (as defined below), except in connection with the performance of its obligations under this Agreement. The Contractor agrees to uphold the standards of providers of professional services including all confidentiality requirements as to its clients. The Contractor further agrees that, upon termination of this Agreement, the Contractor shall immediately return to CC-ADM any and all copies of material constituting or containing Confidential Information together with any property belonging to CC-ADM. The term "Confidential Information" includes (a) all documents and other materials containing information relating to the management or operation of CC-ADM or its programs, including all memoranda, manuals, handbooks, production books, educational material and audio or visual recordings; (b) all methods, techniques and procedures utilized in providing services to clients of CC-ADM not readily available through sources in the public domain; and (c) all trademarks, trade names and service marks of CC-ADM and any affiliate of CC- ADM. Any computer or technical systems, procedures and controls employed by CC-ADM are to remain the property of CC-ADM and are not, at any time, to be utilized, distributed, copied or otherwise employed or acquired by Contractor except as authorized by CC-ADM or except as may be required by law. In addition, CC-ADM agrees that it will not, directly or indirectly, disclose to any Contractor's assigned employee(s) or any third party any Contractor's assigned employees or healthcare professional's information, rate or other remuneration information disclosed by Contractor to CC-ADM or any other information contained in this Agreement, except to the extent that such information is required to be disclosed by law, court or governmental order.
18. Protected Information (PHI). Contractor shall not use or disclose any information concerning a recipient of services under this agreement for any purpose prohibited by state or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law. Personal facts about individuals, including individually identifiable information as defined in 45 CFR §160.103, medical records subject to Section 456.057, Florida Statutes, hospital records subject to 395.3025, Florida Statutes, customer records and personal information protected under Section 501.171, Florida Statutes, and other personal data, whether in paper or electronic form, subject to state or federal laws or regulations limiting use or disclosure, or subject to contractual obligations of confidentiality, limited to the information created or received by Contractor from or on behalf of CC-ADM.
19. Records Retention/Access. The Contractor shall retain any and all records produced in conjunction with this Independent Contractor Agreement for a period of seven (7) years after final payment on contract and all other pending matters, including any audit or litigation regarding the contract are closed.

Contractor shall provide access to all records to CC-ADM, Inc., funding agent, the federal

government, the Comptroller General of the United States and all of their representatives. The access to records shall include any and all books, documents, papers, and records of the Contractor which are pertinent to this Contract for purposes of making an audit, examination, excerpt or transcription.

20. Client Records. Contractor shall maintain a separate individual case file for each client/family served. This case file shall include all pertinent information regarding case activity. At a minimum, the case file will contain referral and intake information, treatment plans, and case notes documenting the dates services were provided and the kind of services provided. At all times, these client records shall belong to CCADM and shall be returned to CCADM without cost or charge at the termination of Contractor's duties. These files shall be subject to confidentiality, PHI, audit and inspection requirements pursuant to Sections 17, 18 and 19, supra.
21. Insurance. Contractor shall maintain for the term of this Agreement, Commercial General Liability coverage in the minimum amount of One Million Dollars (\$1,000,000) each occurrence combined single limit bodily injury and property damage. The policy shall include premises, operations and independent contractors. CC-ADM shall be included as an additional insured. Contractor shall be in compliance with Florida's Workers' Compensation Law.
22. Third Party Beneficiaries. Neither CC-ADM nor Contractor intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries of this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
23. Conflict of Interest. The Contractor agrees to abide by and be governed by CCADM's Conflict of Interest Policy which is incorporated hereby by reference in connection with Contractor's obligations under the Agreement.
24. Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. In the event of a conflict between the terms of this Agreement and any RFP, attachments, proposals or any other document, then the documents shall be interpreted and given priority with this Agreement first and then any RFP, attachment or proposal in descending order of importance.
25. Compensation.
 - a. Contractor shall be compensated by CC-ADM for services provided pursuant to this Agreement. Contractor shall render services to CC-ADM on a fee-for-service basis with Contractor's payment contingent upon successful results as agreed upon by the parties in advance. In no event shall the fees paid to Contractor exceed_____.
 - b. Contractor shall provide to CC-ADM weekly invoices pursuant to this Agreement. Time is of the essence in completion of the work. The invoice must be on the Contractor's letterhead and be approved by the Program Administrator before it will be accepted for payment. CC-ADM shall pay Contractor within thirty (30) days of invoice date. Contractor will accept payment in the following forms: cash, check and electronic funds transfer. Any other form of payment may incur a processing fee. CC-ADM will submit, in writing, any and all objections to the invoices to Contractor within fifteen (15) days after the invoice date. Failure to so notify Contractor of any objections will constitute acceptance of the invoice and waiver by

CC-ADM of such objections. Vendor performance will be evaluated prior to the contract ending, using the Independent Contractor's Evaluation Form.

26. Rates listed in this Agreement and any attached exhibits do not include state and local sales tax, gross receipts tax or other applicable taxes. Services provided that are subject to such taxes will be billed at the appropriate rate plus the applicable taxes, payable by the CC-ADM. Taxability will be determined based on the location where the service is provided. If CC-ADM is exempt from such taxes or should not be charged for other legal reasons, it is CC-ADM's duty to provide proof of exemption to Contractor. In the event that CC-ADM utilizes a third party billing system that does not provide an option to bill for tax, CC-ADM will be billed separately for the tax due. In the event certain taxes arise from either (a) a determination that the CC-ADM was not exempt or (b) a determination such services should have been taxable and for which no taxes were charged, Contractor shall separately invoice those amounts and CC-ADM shall be responsible to pay such amounts according to the terms noted in Section 25.b of this Agreement.
27. This section applies to services for the St. Luke's Prevention Program:
This contract hereby incorporates by reference and requires adherence to all applicable provisions of CC-ADM's contract and any amendments thereto with South Florida Behavioral Health Network, Inc. (SFBHN) and SFBHN's Prime Contract with the Department of Children and Families, KH225 and any amendments thereto, which can be found at the ME's website, www.sfbhn.org. In case of conflict between this contract with the provisions, terms and conditions of the DCF Prime Contract and/or the SFBHN Contract, the provisions, terms and conditions of the SFBHN Contract with CC-ADM will prevail over this subcontract
28. This section applies to services for the Children's Village/Boystown Program:
Reporting Requirements and Retaliation. It is the policy of Catholic Charities of the Archdiocese of Miami, Inc. that all staff, volunteers, and contractors are required to report any allegations of abuse (including sexual), harassment, or neglect to 1-800-962-2873 - Department of Children and Families Child Protective Services, if the incident being reported is sexual abuse, the incident shall also be reported to the Office of Refugee Resettlement Hotline at 1-800-203-7001. Additionally, all program staff, contractors, volunteer and all minors are prohibited from retaliating against any person who reports, complains about, or participates in an investigation of alleged sexual abuse or harassment. All reports of illegal and dishonest activities should be reported to the Risk Manager by calling 1-954-315-2602.