

# Accreditation Services Agreement



## SERVICE AGREEMENT

### BETWEEN:

#### Canadian Accreditation Council (CAC)

Suite 300, 10446 122<sup>th</sup> Street

Edmonton, Alberta T5N 1M3

Tel.: (780) 424-4498

Fax: (780) 425-4828

Legal Name of Organization: \_\_\_\_\_

Legal Address of Organization: \_\_\_\_\_

Tel: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

**WHEREAS** CAC is a non-profit body engaged in the business of conducting accreditation on-site reviews and rendering accreditation decisions of programs for children and families; and

**AND WHEREAS** the Provider is in the business of providing services and programs to children and families; and

**AND WHEREAS** the Provider desires for CAC to conduct an accreditation on-site review and render an accreditation decision with respect to some or all of its programs offering services to children and families;

**NOW THEREFORE THIS AGREEMENT WITNESSES THAT** in consideration of the mutual covenants contained herein, the Provider and CAC agree as follows:

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## 1. Definitions

1.01 In this Agreement the following defined terms have the meanings indicated;

“CAC” means Canadian Accreditation Council of Human Services;

“Effective Date” shall be the date the parties execute this Agreement, as situated below;

“Program” means the program(s) listed above and in “Schedule 1” (can be found after signature page) on application form for which CAC shall conduct an accreditation on-site review and render an accreditation decision;

“Provider” means \_\_\_\_\_  
(insert legal name of organization)

## 2. Accreditation

2.01 The Provider shall permit CAC to conduct an accreditation on-site review of the Program in accordance with CAC’s processes, as set out in the Accreditation Process Manual, as in effect for the full duration of this signed contract agreement.

2.02 CAC shall conduct an accreditation on-site review for the Program in accordance with CAC’s standards and processes in effect for the full duration of this signed contract agreement. The accreditation decision rendered by CAC shall apply only to the Program and shall not apply to any other program not actually on-site reviewed by CAC. Similarly, the accreditation decision shall only apply to the Program while it is operated by the Provider, unless allowed in writing by CAC.

2.03 CAC standards and processes in effect on the date the accreditation on-site review is conducted shall be applicable to said accreditation on-site review and the resulting accreditation decision. Once the accreditation decision is rendered, continuation of accreditation shall be governed by CAC’s standards and processes in effect for the full duration of this signed contract agreement.

2.04 During the term of this Agreement, the Provider shall satisfy all CAC accreditation conditions, substantially conform with the applicable CAC standards and processes, in effect for the full duration of this signed contract agreement, and shall comply with all applicable legal requirements. Any failure to perform the obligations of this section or any other section of the Agreement, as determined in CAC’s sole discretion, may result in the denial or modification of accreditation, including termination of accreditation.

2.05 The Provider shall provide to CAC for review any and all documentation, records and information deemed necessary in CAC’s sole discretion, to complete the accreditation on-site review. The Provider shall also make employees, volunteers, and consenting persons served available for interview, as requested by CAC.

## 3. Fee for Service

3.01 The Provider agrees to pay CAC the fees and costs invoiced (plus G.S.T.) for the provision of the accreditation on-site review and accreditation outcome, as set out in the schedule of fees.

3.02 The required fees, once paid to CAC, are non-refundable, in the event of termination of this Agreement pursuant to section 4.

## 4. Term of Agreement

4.01 This Agreement shall be effective as of the Effective Date and shall terminate upon the earlier of:

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- (a) **the expiration of two years from the Date the organization signatory signs the Agreement without an accreditation on-site review being completed;**
- (b) the date of issuance by CAC of an initial decision of Non-accreditation, or the affirmation of an initial decision of Non-accreditation when the Provider elects to pursue an appeal, whichever is later;
- (c) the date of expiration of Provider's Certificate of Accreditation; or
- (d) termination of accreditation by CAC.

4.02 Notwithstanding this section 4, sections 5, 6 and 8 hereof shall survive termination of this Agreement.

## 5. Representations and Warranties of the Provider

- 5.01 The Provider hereby represents and warrants the accuracy of the information, documents and records provided to CAC.
- 5.02 The Provider acknowledges that CAC shall rely upon the truth and accuracy of all information provided by the Provider. Accordingly, the Provider hereby warrants and represents that all of its employees, volunteers, representatives, and agents who have provided or will provide information to CAC have been duly instructed to provide only accurate, truthful, and complete information and that, to the best of Provider's knowledge and belief, such instructions have and will be followed, and all information provided to CAC is and will be accurate, truthful, and complete.
- 5.03 The Provider represents and warrants that the disclosure of information, records and documents to CAC is not in contravention of any applicable privacy protection legislation.
- 5.04 CAC makes no, and hereby disclaims any and all representations and warranties, whether written or oral, express or implied, as to the Program's accreditation on-site review, accreditation decision, or continuation/termination of accreditation.

## 6. Disclosure of Accreditation Information

- 6.01 CAC is hereby expressly authorized to make public, at its sole discretion, such information related to the Provider and the Program, including but not limited to accredited programs, accreditation decision, and ongoing accreditation status.
- 6.02 CAC is expressly authorized to report any issue, event or matter to appropriate authorities should CAC believe there is a risk posed to children or families.
- 6.03 The Provider hereby acknowledges that information provided by or purchased from CAC (including, but not limited to, the Standards and Sample Documents) shall be used only by the Provider and its successors and assigns; provided, however, that the Provider may not assign any rights nor delegate any duties under this Agreement without prior written consent to CAC. The Provider shall use the information solely for the purpose of the accreditation. The Provider shall not share documents with any organization outside the scope of the Provider, instead referring any interested organizations outside of its scope to CAC directly.
- 6.04 The Provider shall be responsible for ensuring that the most current version of our documents, including, but not limited to, the Standards, will be used for the accreditation. The Provider shall also be responsible for requesting a copy of the most recent documents if the Provider does not possess a copy.

## 7. Use of Logo

- 7.01 CAC will provide an electronic copy of the most current logo for the Provider to use in its organizational materials. The Provider will, in turn, use only the most current logo of CAC.

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7.02 The Provider shall not share the CAC logo with any organization outside the scope of the Provider. The Provider shall use the logo for organizational materials of successors and assigns only upon receiving written consent to do so from CAC. The logo will only be used by the Provider for accredited programs in the current accreditation period, and will be removed from all organizational materials upon expiration or termination of accreditation.

## 8. Indemnity and Waiver

8.01 The Provider shall indemnify, defend, and hold harmless CAC and its officers, employees, agents, volunteers and representatives from and with respect to any and all claims, costs, demands, charges, lawsuits, and liabilities of any kind whatsoever which may be made or asserted against it, them, or any of them, resulting from or relating, directly or indirectly, to the accreditation on-site review, accreditation decision, or continuation/termination of accreditation.

8.02 The appeal processes set forth in CAC's processes as set out in the Accreditation Process Manual, as in effect for the full duration of this signed contract agreement, shall be the Provider's sole and exclusive remedy with respect to the accreditation on-site review, accreditation decision, and continuation/termination of accreditation, and the Provider hereby expressly waives any and all other rights and remedies.

8.03 The Provider hereby expressly waives and releases CAC from any and all claims, costs, demands, charges, lawsuits, damages and liabilities of any kind whatsoever which may arise from or relate to, directly or indirectly, the accreditation on-site review, accreditation decision, or continuation/termination of accreditation.

8.04 The Provider hereby indemnifies CAC for all costs incurred by CAC, including legal costs on a solicitor-client basis for the Provider's breach of the terms of this Agreement.

## 9. Miscellaneous

9.01 This Agreement shall be binding upon Provider and its successors and assigns; provided, however, that Provider may not assign any rights nor delegate any duties under this Agreement without prior written consent to CAC.

9.02 The Provider agrees and acknowledges that CAC may assign its interests in this Agreement.

9.03 This Agreement may not be amended, modified, or terminated orally, and no amendment, modification, termination, or attempted waiver shall be valid unless in writing signed by the CAC and the provider.

9.04 Should any provision of this Agreement be held invalid, illegal, or unenforceable, for any reason whatsoever, the remaining terms and provisions of this Agreement shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

9.05 The failure at any time by CAC to require strict performance of any provision of this Agreement shall not constitute a waiver by CAC of such provision, even if CAC knows the nature of the performance and fails to object to it.

9.06 Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than CAC and Provider and their successors and permitted assigns, any rights, remedies, obligations, or liabilities whatsoever.

9.07 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, memoranda of understanding, negotiations and discussions, whether oral or written. There are no representations, warranties, covenants, collateral agreements or conditions between the parties

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respecting the subject matter of this Agreement (whether written or oral, express or implied, statutory or otherwise) except as specifically set out in writing herein.

- 9.08 This Agreement, and any controversy or dispute arising under or in relation to this Agreement, shall be governed by and construed in accordance with the laws of the Province of Alberta and the Provider and CAC agree to submit and attorn to the jurisdiction of the Courts of the Province of Alberta. However, this obligation in no way limits from the obligation provided in paragraph 7 of this document.

Any notice, demand or other document required or permitted to be given under the terms of this Agreement shall be sufficiently given to the party or parties to whom it is addressed if delivered personally or forwarded by registered mail, return receipt required, or by fax to the each of the parties at the address or fax number noted above or to such other address as any party may furnish to the other from time to time in writing. Any notice delivered in accordance with the foregoing shall be deemed to have been given upon the date it is received by the recipient thereof.

The Provider and CAC have caused this instrument to be duly executed by their authorized representatives as of

the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
CAC Signature

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
"Provider" Signature (Director/Board Chair)

\_\_\_\_\_  
Name (printed)