

Accreditation Services Application



Canadian Accreditation Council (CAC)

Suite 203, 9080 – 25 Avenue SW
Edmonton, Alberta T6X 2H4
Tel.: (780) 424-4498
Fax: (780) 425-4828

***Denotes required field. Required fields must be filled out in order for us to accept your application.**

Legal Name of Organization: _____

Legal Address of Organization: _____
(Please include the city and postal code.) _____

Physical Address of Organization: _____

Tel: _____ **Fax:** _____

CONTACTS

1. **Owner:** _____
(If applicable)

Email: _____

Cell #: _____

2. ***Director:** _____
(CEO or Executive Director)

***Email:** _____

***Cell #/Direct Line:** _____

3. ***Contact Person:** _____
(Accreditation Contact)

***Email:** _____

Cell #: _____

4. ***Financial Contact:** _____

***Email:** _____

Cell #: _____

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ADDITIONAL INFORMATION

Type of organization: _____
(non-profit, private, etc.)

Number of employees: _____

Governance: Board of Directors

Other governance model (please specify underneath):

* Organization's annual budget: _____

Most recent fiscal year audited financial statement or equivalent must be enclosed (Not required for First Nations & Inuit Branch-funded organizations)

If funded, who is your funder? _____

GST Exempt: Yes No

If yes: GST Exemption number: _____

Do you use an accreditation contractor? Yes No

If yes, who is your contractor? _____

ACCREDITATION

Has this organization previously undergone accreditation with CAC? Yes No

Preferred On-Site Survey month: _____
(month and year)

Please note that while CAC takes preferred on-site survey dates into consideration when scheduling, we cannot guarantee any requests as there may be other scheduling conflicts. **If you are a new organization and your program is not yet operational, please note that you will need to be operating with 6 months of practice prior to the on-site survey date.**

If this is a new program, please state how long it has been in operation with clients present: _____

Have you ever been Accredited with an Accreditation Body other than CAC? If yes, when? _____
(Start and end date)

SELECTED FEE SCHEDULE OPTIONS

***Fee Schedule to be used:**

- Annual Fee Schedule (Payments divided over 3 years)
- First Nations and Inuit Health Branch-Funded Organizations: Health Centre Fee Schedule


To receive a copy of the fee schedule, please contact our office at 780-424-4498 or email admin@cacohs.com. For additional information, please refer to Schedule “B”

***Is Governance & Management being Accredited?** Yes No

If this is a new organization being accredited for the first time, the Governance and Management must be accredited.

Submission of Application

All Applications and Agreements can be returned to CAC by mail, email, or fax:

Email Address: admin@cacohs.com 

Address: Suite 203, 9080 25 Avenue SW, Edmonton, AB, T6X 2H4

Fax: 780-425-4828

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Information for all programs being accredited must be provided. If page 5 is left completely blank, we cannot accept your application.

Print as many copies of this page as your organization requires.

The program numbers have been left blank for you to fill in sequentially (i.e., 1, 2, 3, etc.). If there are no clients yet you may write 0.

PROGRAM # _____

*Program Name:

(name of program as it is to appear on certificate)

Program Physical Address:

*Program's maximum client capacity

*Number of clients currently in the program

*Number of current staff (including supervisors, relief, and casual workers)

Number of foster homes (if applicable)

Number of group homes (if applicable)

*Date the program opened (if not open yet, please say so)

*When did you receive your first client? (not applicable for Governance & Management. If you do not have any clients yet, you can write "N/A")

PROGRAM # _____

Program Name:

(name of program as it is to appear on certificate)

Program Physical Address:

Program's maximum client capacity

Number of clients currently in the program

Number of current staff (including supervisors, relief, and casual workers)

Number of foster homes (if applicable)

Number of group homes (if applicable)

Date the program opened (if not open yet, please say so)

When did you receive your first client? (if you do not have any clients yet, you can write "N/A")

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This Agreement is made effective as of the _____ day of _____, 202_ (the “**Effective Date**”).

BETWEEN:

**Canadian Accreditation Council
of Human Services (“CAC”)**

Suite 203, 9080 – 25 Avenue SW
Edmonton, Alberta T6X 2H4

Tel.: (780) 424-4498

Fax: (780) 425-4828

AND

Legal Name of Organization: _____

Legal Address of Organization: _____

Tel: () _____ Fax: () _____

ACCREDITATION SERVICE AGREEMENT

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WHEREAS:

- A. CAC is a non-profit body engaged in the business of conducting accreditation on-site surveys and rendering accreditation decisions of programs for adults, children and families;
- B. the Provider is in the business of providing services and programs to adults, children, families and/or communities (the “**Program**”); and
- C. the Provider wishes to engage CAC to conduct an accreditation on-site survey and render an accreditation decision with respect to the Provider’s governance and management, and its specified Program(s) on the terms and conditions hereinafter set forth in this Service Agreement (the “**Agreement**”);

NOW THEREFORE in consideration of the mutual covenants contained herein, the Provider and CAC agree as follows:

1. Accreditation Services

- 1.01 The Provider shall permit CAC to conduct an accreditation on-site survey of the Program in accordance with CAC’s processes, as set out in the Accreditation Process Manual, in effect at the Effective Date of the Agreement (the “**Process Manual**”). A copy of the applicable Process Manual is referred to at **Schedule “A”**, the terms of which are expressly incorporated into this Agreement and may be amended from time to time.
- 1.02 CAC shall conduct an accreditation on-site survey for the Program in accordance with the Process Manual and render an accreditation decision in its sole discretion to the Provider (the “**Accreditation Services**”). The accreditation decision rendered by CAC upon performance of the Accreditation Services shall apply only to the Program specified by the Provider (the “**Accreditation Decision**”). Similarly, the Accreditation Decision shall only apply to the Program while it is operated by the Provider, unless otherwise permitted in writing by CAC.
- 1.03 Once the Accreditation Services are complete and the Accreditation Decision is rendered, continuation of accreditation shall be governed by CAC’s Process Manual in effect, as amended, at the relevant time, as well as the terms of this Agreement.
- 1.04 As set out in the Process Manual at **Schedule “A”**; to perform the Accreditation Services, CAC shall select members of the review team at its discretion. However, in the event the Provider identifies a perceived or real conflict of interest with respect to a member of the CAC review team providing the Accreditation Services, the Provider may veto the affected team member(s) participation in the Accreditation Services within ten (10) business days of receiving notification from CAC of the review team members.
- 1.05 The Provider shall promptly provide to CAC for review any and all documentation, records and information deemed necessary in CAC’s sole discretion, to complete the Accreditation Services. The Provider shall also make available for interview its employees, volunteers, and consenting persons’ served, as requested by CAC.
- 1.06 The Provider shall work with CAC in a timely manner to ensure prompt provision of the Accreditation

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Services. Adjustments to the timelines set out in the Process Manual at **Schedule “A”** shall be reasonably permitted, so long as the adjustment requested is at least four (4) months prior to a scheduled on-site survey. Adjustment to timelines with less than four (4) months prior to a scheduled on-site survey shall only be granted in exceptional circumstances, as demonstrated by the Provider.

- 1.07 Upon completion of the Accreditation Services, should CAC determine the Program meets the standards for accreditation, in its sole discretion, CAC shall provide the Provider with a certificate confirming accreditation of the Program for a time period of up to four (4) years (the “**Certificate of Accreditation**”).
- 1.08 During the term of this Agreement, the Provider shall satisfy all CAC accreditation conditions as set out in the Process Manual at **Schedule “A”**, substantially conform with the applicable CAC standards, 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, suspension or modification of a Certificate of Accreditation.
- 1.09 Should CAC determine the Program does not meet the Process Manual requirements for accreditation, CAC shall inform the Provider of its initial decision. CAC may determine a denial or deferral of accreditation is appropriate, in accordance with the terms and timelines set out in the Process Manual at **Schedule “A”**. In certain circumstances, a Provider may also pursue an appeal of CAC’s Accreditation Decision, in accordance with the steps and conditions set out in the Process Manual at **Schedule “A”**.
- 1.10 Once a Provider has received an Accreditation Decision and is granted accreditation, to maintain accreditation the Provider must submit required documentation as outlined in the Process Manual at **Schedule “A”**, including, but not limited to, an Annual Declaration of Compliance and Plan for Compliance. In the event the Provider has undergone an equivalency accreditation, the Provider must also provide the current accreditation certificate from the other accrediting body on an annual basis. Failure to submit any of the above to CAC may result in suspension or revocation of accreditation status.

2. Suspension and Revocation of Accreditation Certificate

- 2.01 Accreditation as outlined in an Accreditation Certificate shall be granted by CAC in accordance with the timelines and conditions set out in the Process Manual at **Schedule “A”**. An Accreditation Certificate is conditional on the Provider continuing to meet the obligations as set out in this Agreement and in the Process Manual. CAC may suspend or revoke a Certificate of Accreditation, Accreditation Decision, or Accreditation Services being provided by CAC to the Provider, should the Provider fail to comply with the terms of this Agreement, or the timelines and conditions set out in the Process Manual at **Schedule “A”**, which include, but are not limited to, the following requirements:
 - (a) the Provider must apply for renewal of accreditation status prior to a lapse of the Certificate of Accreditation;
 - (b) the Provider’s application and Agreement must not expire prior to the Accreditation Decision of the accreditation panel;
 - (c) the Annual Declaration of Compliance and Plan for Compliance as set out in Section 1.10 of this Agreement, must be received by CAC in accordance with the required timelines;
 - (d) the Provider must not offer employment to a member of the CAC review team prior to being notified of the Accreditation Decision;

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- (e) payment for invoices due to CAC must be made in accordance with Section 3 of this Agreement and must not be more than 75 days past their due date. Failure to pay an invoice due and owing to CAC as required by Section 3 of this Agreement within 75 days of it being due may, in the sole discretion of CAC, result in the suspension of an Accreditation Certificate, Accreditation Decision, or Accreditation Services being provided by CAC to the Provider;
- (f) provider's must notify CAC within 30 calendar days of any of the following events:
 - Critical incidents involving the death or major injury to a person served, personnel, volunteer or student;
 - Change of senior management within the Provider's organizations; and
 - Program closure or reopening.
- (g) the Provider must report the following to CAC within one (1) business day:
 - An internal investigation has been launched at the Provider for any reason;
 - An internal investigation has concluded;
 - Media is involved in an issue experienced by the Provider; and
 - When a finding from an internal investigation has been submitted or determined.

3. Fee for Accreditation Services

- 3.01 The Provider agrees to pay CAC the fees and costs invoiced (plus G.S.T.) for the provision of the Accreditation Services, as set out in the applicable Fee Schedule, as amended from time to time, and as described at **Schedule "B"** of this Agreement (the "**Fee Schedule**").
- 3.02 CAC shall invoice the Provider in accordance with the timelines set out in the Fee Schedule at **Schedule "B"**, and interest on unpaid invoices shall apply as set out therein.
- 3.03 As set out in Section 2.01(e) of this Agreement, failure to pay an invoice due and owing to CAC within 75 days of it being due may, in the sole discretion of CAC, result in the suspension of an Accreditation Certificate, Accreditation Decision, or Accreditation Services being provided by CAC to the Provider.
- 3.04 Once the invoiced fees are paid to CAC, they are non-refundable. **[Please initial here to acknowledge you have reviewed and agree with 3.04 of this Agreement: _____]**

4. Term and Termination

- 4.01 This Agreement shall be effective as of the Effective Date and shall automatically terminate upon the earlier of:
 - (a) the expiration of two (2) years from the date the Provider signs the Agreement without an accreditation on-site survey being completed;
 - (b) the date of expiration of the Provider's Certificate of Accreditation if the Provider does not apply

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for renewal; or

(c) termination of a Provider's Certificate of Accreditation by CAC, for any reason provided for in the Process Manual at **Schedule "A"**, or by the occurrence of any of the following which CAC, in its sole discretion, determines merits the termination of a Provider's Certificate of Accreditation:

- Non-payment of fees due and owing to the CAC as set out in the Fee Schedule and the terms of this Agreement;
- The Provider's loss of licensing or other obligatory criteria required by applicable legislation;
- In the event of a serious incident against CAC staff, contractors or personnel, which the Provider fails to immediately rectify; or
- For any other reason provided for in this Agreement, including, but not limited to, the failure to comply with the requirements of Section 2 of this Agreement.

4.02 Notwithstanding Section 4.01, this Agreement may be terminated at any time for any reason by either the Provider or CAC upon thirty (30) calendar days' written notice to the other Party.

4.03 Upon termination of this Agreement, CAC shall invoice only for Accreditation Services performed prior to the effective date of termination, in accordance with the Fee Schedule at in **Schedule "B"**.

4.04 A Provider cannot reapply for Accreditation Services with the CAC in the event any outstanding invoice rendered in accordance with **Schedule "B"** for prior Accreditation Services, remains unpaid. A Provider is only eligible to apply again for Accreditation Services in the event they have previously complied with the terms of this Agreement set out in Section 3, and the Process Manual at Appendix "H", and any and all outstanding fees incurred from prior Accreditation Services have been paid to CAC.

4.05 Sections 5, 6, 7 and 8, shall continue to apply and survive in the event the Agreement is terminated as set out in Section 4 herein.

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, and that the CAC shall base its Accreditation Decision on the information provided. 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 or laws, and that it has obtained consent to disclose personal information, where applicable.

5.04 CAC makes no, and hereby disclaims any and all representations and warranties, whether written

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or oral, express or implied, as to the Program's accreditation on-site survey, Accreditation Decision, or continuation/termination of accreditation. Payment of the fees set out in Section 3 of this Agreement does not in any way guarantee a Certificate of Accreditation will be provided to the Provider.

6. Disclosure and Ownership of Accreditation Information

- 6.01 CAC is hereby expressly authorized by the Provider to make public, at its sole discretion, such information related to the Provider and the Program, including but not limited to accredited programs and ongoing accreditation status.
- 6.02 CAC, and its employees, staff, contractors or volunteers, are expressly authorized to report any issue, event or matter to appropriate authorities should CAC believe there is a risk to the safety or security of persons served by the Provider, or by personnel or visitors to the Provider.
- 6.03 The Provider hereby acknowledges that information provided by or purchased from CAC (including, but not limited to, the standards and any 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 by CAC. The Provider shall use the information solely for the purpose of assisting CAC with providing the Accreditation Services. The Provider shall not share documents, including applicable standards, with any organization outside the scope of the Provider, instead referring to 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 the Process Manual will be used for the accreditation. The Provider shall also be responsible for requesting a copy of the most recent Process Manual if the Provider does not possess a copy.
- 6.05 All materials produced under this Agreement shall become the exclusive property of CAC. It is understood that neither this Agreement nor the disclosure or provision of any information by CAC to the Provider in its provision of the Accreditation Services will entitle the Provider to any rights in any intellectual property, patents, moral rights, trade secrets, or other property of the CAC, or to make derivative works based on CAC's information and intellectual or other property. All such information and property is and will continue to be the exclusive property of CAC, whether or not prepared in whole or in part by the Provider and whether or not disclosed or entrusted to the Provider in connection with the Accreditation Services CAC provided to the Provider.

7. Use of CAC 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.
- 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 the Certificate of Accreditation, or as otherwise provided for in the Process Manual at **Appendix "D"**. CAC retains the discretion to require that a Provider cease use of its logo in the event the Provider has been suspended by CAC for any reason provided for in this Agreement or the Process Manual at **Schedule "A"**.

8. Indemnity and Waiver

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- 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 Services, Accreditation Decision made, or of CAC's continuation or termination of a Certificate of Accreditation.
- 8.02 The appeal processes set forth in Section 1.09 of this Agreement or as otherwise described in the Process Manual at **Schedule "A"**, shall be the Provider's sole and exclusive remedy with respect to the Accreditation Services, 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 Services, Accreditation Decision made, or of CAC's continuation or termination of a Certificate 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. **Notice**

- 9.01 All notices to be given under this Agreement will be in writing and may be delivered personally, by courier, or by email, as follows:

To the Provider:

To CAC:

Chris Mahoney CEO, Canadian Accreditation Council of Human Services

Suite 203, 9080 25 Ave. SW

Edmonton, AB T6X 2H4

Email: admin@cacohs.com

- 9.02 Any such notice will be deemed to have been given and received on the day upon which personal delivery is made, courier is delivered, or email is sent and acknowledged by CAC as being received.
- 9.03 Either Party may give notice to the other of any change of address, and, after the giving of such notice, the address therein specified is deemed to be the address of such Party for the giving of notices.

10. **Miscellaneous**

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- 10.01 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.
- 10.02 The Provider agrees and acknowledges that CAC may assign its interests in this Agreement.
- 10.03 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.
- 10.04 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.
- 10.05 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.
- 10.06 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.
- 10.07 This Agreement and the Schedules attached hereto 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 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.
- 10.08 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.
- 10.09 This Agreement may be executed by the Parties hereto in one or more counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument. This Agreement or a counterpart hereof may be executed by a Party hereto and transmitted electronically and if so executed and transmitted this Agreement will be for all purposes as effective and binding upon such Party as if such Party had delivered an originally executed document. Any page of this Agreement so transmitted showing signatures or initials (as the case may be) will have the same evidentiary effect and value as would the original page or pages.
- 10.10 Each of the Parties acknowledges that it has read and understands the terms and conditions of this Agreement and acknowledges and agrees that it has had the opportunity to seek, and was not prevented or discouraged by any other Party to this Agreement from seeking, any independent legal advice that it considered necessary before the execution and delivery of this Agreement and that, if it did not avail itself of that opportunity before signing this Agreement, it did so voluntarily without any undue pressure, and agrees that its failure to obtain independent legal advice will not be used by it as a defense to the enforcement of its obligations under this Agreement.

[remainder of page left intentionally blank]

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IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

CAC Signature

Name (Printed)

“Provider” Signature (Director/Board
Chair/Owner)

Name (Printed)

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Schedule “A” Process Manual

The Process Manual, as defined in the Accreditation Service Agreement (the “**Agreement**”) to which this Schedule is expressly incorporated, and as amended from time to time, forms this **Schedule “A”**, and is referred to throughout the Agreement as such. The Process Manual is proprietary to the Canadian Accreditation Council (“**CAC**”). If you are not already in possession of a copy of the Process Manual, please contact admin@cacohs.com for a copy. You must be in receipt and have reviewed a copy of the Process Manual prior to signing the Agreement, as the terms of the Process Manual are expressly incorporated into the Agreement and shall apply to the services provided to you by the CAC. By signing the Agreement, you will be deemed to have been in possession of and reviewed the Process Manual and agree to be bound by the terms set out therein, as amended.

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Schedule “B” – Fee Schedule

The Fee Schedule, as defined in the Accreditation Service Agreement (the “**Agreement**”) to which this Schedule is expressly incorporated, and as amended from time to time, forms this **Schedule “B”**, and is referred to throughout the Agreement as such. The Fee Schedule is proprietary to the Canadian Accreditation Council (“**CAC**”). If you are not already in possession of a copy of the Fee Schedule, please contact admin@cacohs.com for a copy. Note that you must be in receipt and have reviewed a copy of the Fee Schedule prior to signing the Agreement, as the terms of the Fee Schedule are expressly incorporated into the Agreement and shall apply to the services provided to you by the CAC. By signing the Agreement, you will be deemed to have been in possession of and reviewed the Fee Schedule, and agree to be bound by the terms set out therein, as amended.