

Intersocietal Accreditation Commission (IAC) Accreditation Agreement

Facility's Name ("Facility"):	Zest Northwest
Address:	511 Spicy Enchilda Terrace, Vancouver, BC, 88941 Canadia
Legal Structure:	Other (specify below) check check
Owner's Name: <i>(In the event accreditation is granted, the entity that owns and operates the Facility)</i>	aaa
Owner's Main Business Address:	bbb
Owner's Representative Name & Title: <i>(Should be the person for day-to-day contact and does not need to be the signee of the Agreement.)</i>	ccc, ddd
Private (non-governmental) Facility?	Yes No <input checked="" type="checkbox"/>
Governmental Facility?	Yes <input checked="" type="checkbox"/> No
Federal Tax ID:	22-2201231

Owner and the Intersocietal Accreditation Commission, Inc. ("IAC") agree as follows:

1. Background and Purpose.
 - A. IAC Mission Statement: Improving health care through accreditation®.
 - B. IAC is comprised of multiple Divisions which are dedicated to promoting quality health care by providing a peer review process for accreditation. Each program has developed standards governing the operation of certain types of facilities within these specialties. IAC operates an accreditation program through which a facility may have its performance evaluated against these Standards.
 - C. Through its accreditation application review process, IAC will determine whether a facility's performance meets IAC's current Standards, policies and procedures. IAC may amend these Standards, policies, and procedures from time to time, and updated information will be made available through the IAC website.
2. Facility: Accreditation, if granted, is awarded to the Facility identified in the application. Owner may request accreditation of additional facilities through the process outlined at www.intersocietal.org.
3. Application Category: Owner requests accreditation in the category(-ies) indicated on its application. Owner may request accreditation in additional categories through the process outlined at www.intersocietal.org.
4. Term: Following signature by Owner, this Accreditation Agreement will become effective on the date of acceptance by IAC. It will remain in effect for the duration of the application review process and any resulting accreditation award. If Owner submits one or more additional applications, then this

Accreditation Agreement will be automatically extended and will remain in effect for the duration of each additional application review process and any resulting accreditation award(s).

5. Schedule: IAC will make efforts to review an application at the earliest date possible, but it cannot guarantee the timing of the completion of any review.

6. Fees

A. Owner agrees to pay IAC the application fees shown in its application. These fees must be paid at the time the application is submitted and are not refundable. All fees must be paid prior to the release of the application decision.

B. Owner agrees to pay IAC the additional fees shown in the table available at [fee calculator](#), as applicable. Owner shall pay these fees in response to invoices submitted by IAC. Each invoice must be paid within 30 calendar days after receipt. All fees must be paid prior to the release of the application decision where applicable.

7. Responsibilities of Owner

A. Authorization. Owner hereby authorizes IAC, its directors, officers, employees, and agents (collectively “IAC”) to review Owner’s application and determine its the eligibility of its Facility for accreditation. This authorization includes (but is not limited to) permission for IAC to contact state and federal authorities, licensing boards, nongovernmental accreditation and certification bodies, and others for the purpose of verifying the information provided about the Facility.

B. Affiliates and Subsidiaries. If Owner includes in this Accreditation Agreement one or more sites owned or otherwise operated by independent physicians, companies, or other third parties, then Owner is responsible for managing their participation in IAC’s accreditation program. Owner represents that it has the authority to bind each entity to the provisions of this Accreditation Agreement as if the entity were Owner. Owner hereby agrees to take all reasonable measures to assure that each entity complies with this Accreditation Agreement. Further, Owner shall be liable for each entity’s participation in the accreditation process as provided in Section 12 or Section 13 (as applicable). IAC may bring a separate action against any one or more entities under this Accreditation Agreement and may elect to recover from any one or more entities the full amount of any unpaid fees or other collective liability. If one entity violates this Accreditation Agreement, then IAC may take adverse action against Owner and one or more entities.

C. Cooperation. Owner agrees to cooperate promptly and fully with IAC.

D. IAC Standards, Policies & Procedures. Owner has read, accepts, and agrees to abide by IAC’s Standards, policies and procedures, including but not limited to those listed below. Owner must read and keep up-to-date with these rules. Owner bears the burden of showing and maintaining compliance during the application review period and for the duration of accreditation (if granted).

- i.** Policy on Site Visits & Audits;
- ii.** Policy on Reporting Changes;
- iii.** Policy on Use of IAC Trademarks;
- iv.** Policy on Grounds & Procedure for Adverse Action Against Accreditation; and
- v.** Policy on Release of Information.

E. Submission of Materials

- i.** Owner represents that its application presents an accurate, true and complete description of the services provided by its Facility.
- ii.** Owner agrees to submit any additional information requested by IAC.
- iii.** All information must be produced in a timely manner and in the format requested by IAC.

F. Random Audits. Owner hereby consents to one or more random audits by the IAC.

G. On-site Visits. Owner hereby consents to one or more random or investigative on-site visits by IAC.

H. IAC Intellectual Property. If accreditation is granted, the Facility will be permitted to use the IAC Division Seal of Accreditation and trademarks to acknowledge its accreditation. Upon the end of accreditation, Owner shall cease use of the IAC Division Seal of Accreditation and trademarks. Owner shall use these seals and trademarks only as permitted by IAC's policies and procedures relating to use of its intellectual property.

8. Business Associate Agreement: The provisions of the Business Associate Agreement are a part of this Accreditation Agreement and are incorporated by reference.

9. Release of Information: Owner agrees that IAC may disclose information regarding Owner and its Facility in accordance with IAC's Policy on Release of Information.

10. Grounds for Adverse Action: IAC may take an adverse action regarding accreditation in accordance with its Policy on Grounds & Procedure for Adverse Action Against Accreditation.

11. No Warranty. A grant of accreditation by IAC is recognition of the Facility's performance at the time of application; accreditation does not constitute a warranty of complete or continuous compliance. In addition, IAC does not guarantee that accreditation will be accepted by any third party for reimbursement purposes. Owner is solely responsible for ensuring the quality and safety of its services, and for determining the reimbursement requirements applicable to it.

12. Provisions Applicable to Private (Non-Governmental) Facilities. If Owner is a private (non-governmental) entity, then it agrees to the following provisions. If Owner is a governmental entity, then this section does not apply.

A. Definitions. For the purposes of this section:

- i. “IAC” is an individual and collective reference to IAC and its directors, officers, employees, volunteers, and agents.
- ii. “Claim” is an individual and collective reference to any and all claims, demands, lawsuits, actions, other proceedings, injuries, losses, liens, liabilities, penalties, fines, settlement payments, interest, award, judgment, damages (including punitive damages), reasonable attorney’s fees, and other charges.

B. Indemnification and Release:

- i. Owner shall defend and indemnify IAC against all third-party claims related to this Accreditation Agreement and Owner’s participation in the accreditation process, including (but not limited to) those arising out of services rendered at an accredited Facility.
- ii. Owner hereby waives all claims against IAC related to this Accreditation Agreement and Owner’s participation in the accreditation process, including (but not limited to) those arising out of (i) a denial of accreditation by IAC, (ii) an action taken pursuant to the policies and procedures of IAC, and (iii) release of information by IAC to state and federal authorities and others.
- iii. The provisions of this subsection do not extend to claims arising out of the gross negligence or willful misconduct of IAC.

C. Governing Law. This Accreditation Agreement is deemed to have been entered into in the state of Maryland and is governed exclusively by the laws of Maryland, without reference to its choice of law doctrine.

D. Venue. The sole jurisdiction and venue for any litigation arising from this Accreditation Agreement is the appropriate federal court for the District of Maryland or state court located in Howard County, Maryland. The parties hereby waive trial by jury in any action arising out of this Accreditation Agreement. If a dispute arises, the parties shall make a good faith attempt to resolve the dispute through dialogue and negotiation for a period of sixty (60) calendar days prior to pursuing court action.

13. Provisions Applicable to Governmental Facilities. If Owner is a governmental entity, then it agrees to the following provisions. If Owner is a private (non-governmental) entity, this section does not apply.

A. Definitions. For the purposes of this section:

- i. “IAC” is an individual and collective reference to IAC and its directors, officers, employees, volunteers, and agents.
- ii. “Claim” is an individual and collective reference to any and all claims, demands, lawsuits, actions, other proceedings, injuries, losses, liens, liabilities, penalties, fines, settlement payments, interest, award, judgment, damages (including punitive damages), reasonable attorney’s fees, and other charges.

B. Release: To the extent permitted by applicable law, Owner hereby waives all claims against IAC related to this Accreditation Agreement and Owner's participation in the accreditation process, including (but not limited to) those arising out of (i) a denial of accreditation by IAC, (ii) an action taken pursuant to the policies and procedures of IAC, and (iii) release of information by IAC to state and federal authorities and others. The provisions of this subsection do not extend to claims arising out of the gross negligence or willful misconduct of IAC.

C. Governing Law. This Accreditation Agreement is governed exclusively by the laws of the state in which the Facility is located, without reference to its choice of law doctrine.

14. Notice. Any notice that either party is required or may desire to serve upon the other party must be in writing. Notice must be served by overnight delivery by a nationally recognized express transportation company (with confirmed delivery, charge prepaid or billed to shipper). Notices to the Owner are to be sent to the attention of the Technical Director of the Facility.

15. Independent Contractors. The relationship between the parties to this Agreement is that of independent contractors. This Agreement is not intended to create any employment, partnership, joint venture, or agency relationship between the parties.

16. No Assignment. Owner may not assign accreditation without written approval from IAC. If there is a change in ownership of a Facility, then Owner shall notify IAC in accordance with the Policy on Reporting Changes.

17. Successors. This Agreement will be binding upon, and will inure to the benefit of, the parties and their respective permitted successors and assigns.

18. Sole Agreement. This document contains the entire agreement between the parties concerning accreditation. It supersedes all prior and contemporaneous oral and written understandings.


19. Amendment. No amendment of this Accreditation Agreement will be valid unless in writing and signed by both parties.

20. Waiver. No waiver will be effective unless it is in writing and signed by the party granting the waiver. If a party excuses the other party's failure to perform a term of this Agreement in one instance, then that waiver does not excuse any subsequent non-performance of the same term.

21. Severability. If any provision of this Accreditation Agreement is held to be invalid, then the remaining provisions of this Accreditation Agreement are not to be affected and will continue in effect. The invalid provision is to be deemed modified to the least degree necessary to remedy the invalidity.

22. Survival. The obligations and rights of the parties which by their nature would continue beyond the termination or expiration of this Accreditation Agreement will survive beyond the termination or expiration of this Agreement and remain in full force and effect. These obligations and rights include (without limitation) those obligations and rights set forth in Section 9 (Release of Information), and Sections 12 and 13 (regarding indemnification and releases).

The individual signing below represents that he/she has been authorized by Facility to enter into this Accreditation Agreement on its behalf.

Intersocietal Accreditation Commission ("IAC")	Facility's Full Legal Name: Zest Northwest ("Facility")
	<i>Electronically attested (11/6/2019 11:11 AM) by user id 'crstaging1' on behalf of the below authorized representative.</i>
By: 	By:
Name: Erin Riggleman	Name: ggg
Title: Administrative Coordinator	Title: hhh
Date: 11/06/19	Date: 11/06/19