



NATIONAL
CHILDREN'S
ALLIANCE®

NATIONAL CHILDREN'S ALLIANCE ACCREDITATION AGREEMENT

ACKNOWLEDGEMENTS REGARDING THE ACCREDITATION PROCESS

Broward County, Florida, on behalf of its Nancy J. Cotterman Center (the "Applicant") hereby acknowledges that it wishes to be recognized as an Accredited Member of National Children's Alliance. As part of the National Children's Alliance ("NCA") accreditation process, all eligible Children's Advocacy Centers ("CACs") that are seeking accreditation must enter into this Agreement acknowledging and agreeing to participate in the NCA accreditation process according to the terms and conditions set forth below and in the National Children's Alliance Accreditation Guidelines for Child Advocacy Centers, which have been provided to the Applicant by NCA.

As part of the accredited membership application process, NCA advises all Children's Advocacy Centers pursuing accreditation to access the various training and technical assistance resources available to CACs. These resources include various conferences sponsored or co-sponsored by NCA, the Regional Children's Advocacy Centers, or NCA chapters. There are also technical assistance materials available from the Regional Children's Advocacy Centers and through NCA's website.

Recitals

(A) National Children's Alliance is a non-profit membership organization whose mission is to better serve child victims of abuse by supporting the development, growth and continuation of multidisciplinary teams to respond to child abuse allegations and Children's Advocacy Centers.

(B) NCA has determined that the Applicant has met the NCA accreditation standards (the "NCA Standards for Accredited Members"), the NCA Board of Directors has approved the Applicant's accreditation and, upon entering into this

Agreement, the Applicant shall be granted status as an accredited member of NCA and be entitled to all of the benefits and services that accompany accreditation.

(C) The Applicant acknowledges that it must continue to meet the NCA Standards for Accredited Members to maintain its accreditation and that every five years its accreditation shall be re-evaluated.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Section 1 Term. The Applicant's accreditation is for a term of at least five years, unless terminated earlier by breach of contract or by law, or pursuant to Section 6 of this Agreement. The accreditation granted in accordance with this Agreement is effective as of the date hereof and expires at the end of the fifth calendar year from the date of signing.

Section 2 Commitments of NCA. Subject to the terms and conditions of this Agreement, the Applicant hereby engages NCA to provide certain services and benefits to the Applicant, and NCA hereby accepts such engagement. The services and benefits provided by NCA include, but are not limited to, the following:

(a) The non-exclusive right to use the name and logo of NCA, which is the property of NCA, identifying the Applicant as an accredited member of a national organization representing the interests of and delivering services to CACs.

(b) National and international publicizing of NCA, CACs, and the benefits of multidisciplinary investigations of child abuse cases, which shall include, at a minimum, a listing of the Applicant on the NCA website and in NCA informational packets, provided that the Applicant meets any and all material submission and publication deadlines.

(c) Access to services generally available to members, such as technical assistance and support from NCA, its chapters, and the Regional Children's Advocacy Centers.

(d) Advance copy of NCA technical assistance materials including manuals, videotapes, and studies.

(e) Nominating and voting privileges.

(f) Eligibility for service on NCA's program committees.

(g) Reduced registration fees to NCA training events.

(h) Access to a network of experienced Children's Advocacy Center professionals through newsletters, workshops, conferences, and list serves.

(i) Periodic monitoring for compliance with the NCA Standards for Accredited Members as well as re-evaluation of the Applicant's accreditation status to be conducted by NCA every five years.

Section 3 Commitments of the Applicant. The Applicant represents and agrees that:

(a) The Applicant has reviewed the National Children's Alliance Accreditation Guidelines for Child Advocacy Centers and the NCA Standards for Accredited Members.

(b) The Applicant finds the NCA accreditation process, the National Children's Alliance Accreditation Guidelines for Child Advocacy Centers, and the NCA Standards for Accredited Members to be fair and reasonable. The Applicant shall comply with the National Children's Alliance Accreditation Guidelines for Child Advocacy Centers in pursuing accreditation.

(c) The Applicant understands that a determination by NCA to grant accreditation to a Children's Advocacy Center (1) merely reflects the conclusion of an NCA evaluation team as to whether the Applicant has met the NCA Standards for Accredited Members, and (2) is not a judgment regarding the outcomes of specific investigation, intervention, treatment, or advocacy efforts or the overall integrity of the Applicant.

(d) The Applicant acknowledges that the NCA accreditation process is a voluntary process and understands that NCA accreditation is not required to operate a Children's Advocacy Center.

(e) If accreditation is denied, the Applicant acknowledges that an appeals process is available and is detailed in the NCA Accreditation Guidelines for Child Advocacy Centers, and agrees to abide by this process. The Applicant waives any other form of redress from NCA, its site reviewers, or the Regional Children's Advocacy Centers.

(f) The Applicant acknowledges that denial of accreditation does not necessarily prohibit a Children's Advocacy Center from obtaining other levels of NCA membership.

(g) The Applicant acknowledges that accreditation is not necessary to apply for various NCA grants.

(h) Accredited membership is not intended to, and does not, confer any rights or remedies upon any third parties. Any rights or remedies are solely between the Applicant and NCA. Specifically, accreditation by NCA, the accreditation process, and the NCA Standards for Accredited Members, are for the *exclusive* benefit of the Applicant and no other person is entitled to any rights or remedies arising from the Applicant's accreditation by NCA, or by the Applicant's compliance with or non-compliance with the NCA Standards for Accredited Members. In conferring "Accredited Membership" status on the Applicant, NCA does not represent or warrant that the Applicant, or its directors, officers, employees or agents act, have acted or will act in a professional or competent manner, or according to any standard, in any particular circumstance or with regard to any particular person or event.

(i) During the application process and as an Accredited Member, the Applicant is responsible for notifying NCA of any substantive changes to the Applicant as related to compliance with the NCA Standards for Accredited Members.

Section 4 Representation and Warranties of the Applicant.

4.1 Organization; Power; Qualification. The Applicant is a not-for profit corporation, partnership, or other legal entity, duly organized or formed, validly existing and in good standing under the jurisdiction of its incorporation or formation, which has the power and authority to carry on its respective business as now being and hereafter proposed to be conducted. The Applicant will preserve and keep in full force and effect its corporate existence and all registrations, licenses, permits and governmental approvals necessary to the proper conduct of its business.

4.2 Compliance with Law; Government Approvals. The Applicant has obtained all licenses, certificates of operations or other approvals from federal, state and municipal governments or agencies or instrumentalities thereof, necessary or required for its operations. The Applicant is in material compliance with each standard and/or representation on which such license, certificate or approval was conditioned. The Applicant is in material compliance with all applicable law governing it and its operations, including regulations and standards of any government agencies and instrumentalities having jurisdiction over it or its operations.

Section 5 Termination.

5.1 This Agreement terminates at the end of the fifth calendar year from the date of signing unless earlier terminated pursuant to Section 5.2 and 5.3.

5.2 Prior Termination Without Notice. This Agreement shall terminate without notice to the other party in the event:

- (a) Of bankruptcy or dissolution, or the appointment of a trustee, receiver, conservator, or rehabilitator or other such fiduciary to handle the business affairs of either party.
- (b) A party sells or assigns all or substantially all of its assets or operations to another person or engages in a merger or other similar reorganization relating to substantially all of its assets or operations, unless the parties agree in writing to the particular assignment, sale, merger or reorganization.
- (c) Of its assignment unless the parties agree in writing that one of them may assign its obligations and benefits under the Agreement to a particular person.

5.3 Prior Termination on 90 Days Notice. This Agreement may terminate after 90 days notice by:

- (a) Either party if the party should merge or otherwise combine with another organization.
- (b) Either party if the other party materially breaches the terms of this Agreement through action or omission. However, the party wishing to terminate must give the other party 90 days prior written notice that describes in detail the alleged breach. The other party shall have the remainder of the notice period to either cure the breach or initiate specific action towards curing the breach that satisfies the party wishing to terminate. If the other party fails to cure the breach or to initiate specific action that satisfies the party wishing to terminate, then this Agreement shall terminate upon the 90th day from the date of notice.

Section 6 Miscellaneous.

6.1 Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Applicant may not assign this Agreement without NCA's prior written consent. Such consent shall be at the discretion of NCA and be based upon receipt of written notification of both the assignor and assignee that the transfer is agreeable as well as assurances that the assignee is able to meet the NCA Standards for Accredited Members.

6.2 Severability. The invalidity or unenforceability of any provision of this Agreement shall not in any manner or way affect any other provision hereof, and this Agreement shall be construed, if possible, as if amended to conform to legal requirements, failing which it shall be construed as if any such offending provision were omitted.

6.3 Governing Law. This Agreement and any agreements entered into between NCA and the Applicant in connection with the accreditation process shall be governed by, and construed and enforced in accordance with, the laws of the District of Columbia, without giving effect to the conflicts of law principles thereof.

Section 7 Use of NCA's Name and Logo

As an Accredited Member, the Applicant will be expected to use NCA's name and logo in its various printed and electronic media. By doing so, the Applicant will be identifying its program as receiving NCA's membership and will further the goal of familiarizing the professional and general public with the excellent work of CACs.

NCA does not expect Accredited Members to immediately re-design their materials to meet this requirement. Rather, once the Applicant's supply of materials is depleted, any new materials should include the NCA name and logo. The National Children's Alliance Identity Standards, provided by NCA, guides the usage of the name and logo.

The enclosed License Agreement must also be submitted to NCA. Once Accredited Membership has been awarded, the License Agreement will take effect as noted in Section 4.1 of such agreement.

If the Applicant's institutional governance will not allow such use of the NCA name and logo, a letter detailing the reasons and asking for an exception should be submitted to NCA. The NCA Executive Committee will review such requests.

If the foregoing is acceptable to you, please indicate your acknowledgement and agreement by signing a copy of this Agreement and returning the signed copy to NCA.

NATIONAL CHILDREN'S ALLIANCE

By: _____

Name: Dave Betz

Title: Deputy Director of Operations

Date: _____

By: _____

Name: Teresa Huizar

Title: Executive Director

Date: _____

Acknowledged and Agreed:

Applicant: Broward County, Florida on behalf of it's Nancy J. Cotterman Center

By: _____

Name: _____

Title: _____

Date: _____

Reviewed and approved as to form:
Andrew J. Meyers, County Attorney

By K Gordon 1/27/2020
Karen S. Gordon, Senior Assistant County Attorney