



Please keep a copy for your records.

Accreditation Agreement v.2014.12.01

By engaging in The Commission for the Accreditation of Birth Centers' accreditation process, a Birth Center agrees to the following terms and conditions to become a CABC Enrolled Birth Center as described in this agreement. If your Birth Center does not agree with such terms and conditions, do not engage in the CABC accreditation process.

This agreement is made between the *[legal name and address of the birth center required]*

_____ (hereafter referred to as Birth Center)

and

The Commission for the Accreditation of Birth Centers (hereafter referred to as CABC)
Operations Headquarters: 240 Independence Drive
Hamburg, PA 19526

Wherein,

- CABC ACCREDITATION: The CABC is dedicated exclusively to the quality of the operation and services of all birth centers regardless of ownership, primary care provider, location, or population served. The CABC is an independent not-for-profit organization that accredits developing and existing birth centers in the United States of America, according to established national standards.
 - NATIONAL STANDARDS FOR BIRTH CENTERS: The CABC chooses to use the AABC National Standards for Birth Centers in CABC Accreditation. Learn more at <http://www.birthcenters.org/open-a-birth-center/birth-center-standards>
 - CABC RELATIONSHIP WITH AABC: For more information about the relationship between CABC and the American Association of Birth Centers, see <https://www.birthcenteraccreditation.org/about-commission-accreditation-birth-centers/relationship-between-cabc-and-aabc/>



- **BIRTH CENTER’S PARTICIPATION IN ACCREDITATION:** The Birth Center engages in the process of CABC Accreditation in good faith with the intention to support national standards for birth centers and pursue excellence through learning. The Birth Center intends to meet requirements to achieve accreditation. Failure to participate in good faith or falsification of any information provided to the CABC will be grounds for denial of accreditation status, revocation or dismissal from the accreditation process.
- **BIRTH CENTER’S COMMUNICATIONS:** The Birth Center will communicate in a timely manner regarding all accreditation matters and will contact CABC according to the schedule in the table below, whenever the Birth Center experiences the events listed.

Birth Center Experiences	Birth Center Communicates with CABC
A change in ownership	30 days prior to the change date
A sentinel event	Within 14 days of the sentinel event
An interruption in the Birth Center’s ability to adhere to the requirements of accreditation.	Within 24 hours of the interruption

- **PUBLIC DISCLOSURE OF PARTICIPATION IN ACCREDITATION:** The Birth Center may disclose participation in the CABC accreditation process, however the Birth Center may make no claims regarding the expected outcome of its application.
- **COMPLAINTS ABOUT BIRTH CENTERS:** The CABC complaint process allows anyone to register a complaint about a birth center for review by the CABC. Read about it here: <https://www.birthcenteraccreditation.org/how-to-report-a-complaint-about-a-birth-center/>
- **CABC REPRESENTATIVES:** CABC representatives are a mix of paid staff and volunteers.
 - All CABC representatives agree to avoid conflict of interest, including avoiding the accreditation process for a particular Birth Center, when they have or have had an ownership interest, employment at, vendor or consulting relationship with, or live within 100 miles of the Birth Center.
 - Most CABC representatives have work experience at a CABC-accredited birth center(s) or are a recognized expert in nurse-midwifery, obstetrics, pediatrics, neonatology, or birth center administration.

- CONFIDENTIALITY: All materials and information submitted by any birth center in the process for accreditation will be kept strictly confidential.
 - PRIVATE HEALTH INFORMATION (PHI): Accreditation is a review of the Birth Center's practices, policies and facility. CABC prohibits the submission of PHI. CABC has no need to know the name or contact information of a Birth Center client and CABC has no tolerance for HIPAA violations.
 - When health records are reviewed during a site visit, CABC representatives will never make notes about, copy or record PHI during a site visit and all health charts will remain in the Birth Center.
 - When health records are required by a CABC decision, all health records must be thoroughly redacted in accordance with HIPAA regulations before mailing by registered USPS mail to the CABC Executive Office.
 - *Any deviation from these instructions will be considered a HIPAA violation, the submission will be rejected by CABC and accreditation will be revoked.*
 - These redacted paper records are distributed exclusively to the reviewers and destroyed when the review is complete. Destruction of records is documented.
 - The CABC will not voluntarily make any disclosures or provide any information regarding the Birth Center, if it has withdrawn its application or that has been deferred or denied accreditation, other than to state that the Birth Center is *not* CABC-accredited.

- ACCREDITATION DECISIONS: CABC accreditation decisions are defined and compared to each other in a separate document, called “CABC Accreditation Decisions,” which is included in the CABC Accreditation Manual.
 - REQUIREMENTS: Some CABC decisions include detailed requirements. The Birth Center must meet all requirements outlined in its Decision Letter and provide documentation to the CABC by the date specified. Failure to submit documentation and/or schedule a return visit by the required date will lead to denied accreditation.
 - RIGHT TO APPEAL: When the CABC decision is to defer or deny accreditation, the Birth Center has a right to submit an appeal within 30 days of the decision and request a review by a second CABC panel.

- DECISION LETTERS: CABC Decision Letters are addressed to the Birth Center.
 - CABC does not publish its Decision Letters to anyone else.
 - Accreditation is required by some state regulators and health care insurance companies. These entities may request or require the Birth Center to submit its CABC Decision Letter and Status Report, which shows that any requirements have been met. The CABC encourages the Birth Center to comply with these requests.
 - When there is an accreditation extension or delay and the Birth Center’s state license relies on CABC accreditation, CABC will inform state regulators of:
 - An extension granted by CABC or CABC’s reason for delay (e.g.- site visit delayed due to death in the family of CABC representative doing the site visit); and
 - The date a Decision Letter has been sent.

- CABC ENROLLED BIRTH CENTER DEFINITION: An Enrolled Birth Center participates in CABC’s monthly subscription system and is dedicated to the accreditation process. EBC eligibility requirements:
 - A birth center is currently CABC-accredited on the 3-year accreditation schedule; and
 - All enrollment forms have been sent to CABC.

- PRIVILEGES OF CABC ENROLLED BIRTH CENTERS: As long as the Birth Center remains accredited and is making on-time subscription payments as an Enrolled Birth Center, the following privileges are granted by CABC:
 - Whenever it is active and accessible online, the Birth Center and all of its staff (as defined in the CABC Indicators) may have a login for access to CABC's online training and submit questions to CABC staff about the training.
 - The Birth Center is listed on CABC's website as a CABC-accredited birth center for verification purposes.
 - The Birth Center will receive:
 - The updated version of the electronic version of the CABC Accreditation Manual as soon as it is published;
 - One site visit at the Birth Center every three years, with:
 - Site Visit travel, lodging and meals paid by CABC
 - And CABC panel review and decision;
 - And CABC review of two Interim Status Reports submitted by the Birth Center, according to the accreditation schedule between site visits.
 - The Birth Center is issued the following items for limited use while accredited by the CABC. These items remain the property of the CABC. *If the Birth Center closes or is no longer accredited for any reason, the use of these items must be discontinued, they must be removed from public view and they must be returned to the CABC within 30 days.*
 - A Certificate of Accreditation which displays a date of expiration of accreditation;
 - And Premium Accreditation Marketing Kit, which must be used according to the rules in the kit:
 - Clickable web badge to verify accreditation status;
 - Window cling of the CABC accreditation seal;
 - And a set of customized brochures about CABC accreditation, featuring birth center's photos, logo & contact info.

- PAYMENT SYSTEM: In order to ensure efficiency and on time payments to CABC when the birth center becomes an Enrolled Birth Center, a payment representative of the Birth Center authorizes the use of:
(Please initial A, B or C as the Birth Center's chosen payment method.)
 - A) _____ Automated Clearing House (ACH) Direct Payments for *monthly* payments, **initiated by CABC** with permission from the birth center, and the birth center will supply the necessary form(s) at least 10 days prior to the first payment. ACH Direct Payments are preferred for CABC Enrolled Birth Centers.
 - B) _____ **Automated invoices from CABC** for timely payments by check **initiated by the Birth Center** to CABC's Executive Office at the frequency marked below, and supply the necessary form(s) at least 10 days prior to the first payment (*Initial ONE of the options*):
 - _____ Monthly
 - _____ Quarterly
 - _____ Annual
 - C) _____ Proof of automatic payments by check **initiated by the Birth Center** and to CABC's Executive Office at the frequency marked below, and supply the necessary documentation prior to the first payment (*Initial ONE of the options*):
 - _____ Monthly
 - _____ Quarterly
 - _____ Annual
- MONTHLY SUBSCRIPTION FOR CABC ENROLLED BIRTH CENTERS: The subscription is provided on a monthly basis regardless of the payment frequency interval chosen.
- CALCULATING PAYMENTS: All monthly subscription fees are calculated using the monthly rate multiplied by the number of months. There is no discount for quarterly or annual payments.
- STOPPING ACH PAYMENT: The Birth Center can stop payment of any ACH entry by notifying the Birth Center's financial institution and CABC 3 days before the Birth Center's account is charged.
 - When ACH Authorization will not be active on the day a payment is due:
 - The following alternate forms of payment are acceptable when received at the CABC Executive Office on or before the day that payment is due:
 - Signed check made out to The Commission for the Accreditation of Birth Centers.
 - Valid credit card payment.
 - The Birth Center may make up to 2 monthly payments by one of the alternate forms of payment listed above, without incurring an additional fee.

- PAYMENTS BY SCHEDULED DUE DAY: When the Birth Center becomes an Enrolled Birth Center, the payments are due to CABC on the 4th day of the month that payment is due, according to the schedule selected in the Payment System.

- LATE FEES AND DISHONORED CHECKS:
 - 6% interest and a late fee of \$25 are added to unpaid accounts 10 days after the due date.
 - Any dishonored check shall be treated as unpaid, and subject to an additional fee of \$50.

- CANCELLATION:
 - Whenever the birth center initiates cancellation *before it has become an Enrolled Birth Center*:
 - All privileges of CABC accreditation and any accreditation activities are cancelled as of the cancellation notice;
 - And if the cancellation occurs with *less than 90 days before the birth center's scheduled site visit*, the birth center is billed for any expenses incurred for that site visit, including staff wages for site visit preparation.
 - Whenever the Enrolled Birth Center initiates cancellation:
 - All privileges of CABC accreditation and any accreditation activities are cancelled as of the cancellation notice;
 - And if the cancellation occurs with *less than 90 days before the birth center's scheduled site visit*, the birth center is also billed for the unpaid months up to the *end of the expiring accreditation certificate*;
 - And no further ACH Payments will be processed by CABC.
 - Whenever the Enrolled Birth Center's account with CABC remains unpaid for 60 days:
 - All privileges of CABC accreditation and any accreditation activities are cancelled as of the first unpaid month;
 - And if the cancellation occurs with *less than 90 days before the birth center's scheduled site visit*, the birth center is also billed for the unpaid months up to the *end of the expiring accreditation certificate*.
 - And no further ACH Payments will be processed by CABC.
 - Whenever the CABC Accreditation process results in a decision to Defer Accreditation or Deny Accreditation:
 - All privileges of CABC accreditation and any accreditation activities are cancelled as of the first unpaid month after the CABC Decision Letter;
 - And when the accreditation decision is to Defer Accreditation, access to CABC's online training for the Birth Center and all of its staff may be extended upon request;
 - And no further ACH Payments will be processed by CABC;
 - And if the birth center was previously accredited, accreditation is revoked.

- REVOCATION: Whenever CABC initiates revocation *of accreditation*:
 - All privileges of CABC accreditation and any accreditation activities are cancelled as of the revocation notice, and CABC will:
 - Remove this birth center from CABC’s website as a CABC-accredited birth center for verification purposes
 - And remove all access to CABC’s online training for the Birth Center and all of its staff;
 - And follow-up with the birth center to confirm its adherence to CABC revocation policy;
 - And not voluntarily make any disclosures or provide any information regarding a birth center that has had its accreditation revoked, other than to state that the birth center is not accredited.
 - The birth center is obliged to return the following items to CABC within 30 days and/or confirm that the *use of these items has been discontinued and they have been removed from public view*:
 - A Certificate of Accreditation which displays a date of expiration of accreditation (This item must be returned to the Executive Office of CABC.);
 - And the clickable web badge to verify accreditation status;
 - And the window cling of the CABC accreditation seal;
 - And the template for email signature featuring accreditation;
 - And any customized brochures about CABC accreditation, featuring birth center’s photos, logo & contact info.
 - If the revocation occurs with less than 90 days before the birth center’s scheduled site visit, the birth center is billed for:
 - EITHER any expenses incurred for that site visit, including staff wages for site visit preparation, *whenever the revocation occurs before the birth center has become an Enrolled Birth Center*;
 - OR for the unpaid months up to the *end of the expiring accreditation certificate, whenever the revocation occurs for an Enrolled Birth Center*;
 - And no further ACH Payments will be processed by CABC.
- REFUND POLICY: There are no refunds for monthly subscription, which stops at the cancellation month. When the Birth Center has paid in advance beyond the cancellation month, the CABC does provide a prorated refund for months beyond the cancellation month.
- ADDITIONAL FEES: The Birth Center may be billed for additional fees above and beyond monthly payments provided in the Fee Schedule. All fees are subject to change without notice; however wherever possible Birth Center will be provided with 60 days’ notice of purpose, amount and when due.

CABC Accreditation Agreement Continued

- **DISCLAIMER OF WARRANTIES:** The Birth Center agrees that the CABC has made no express warranties to you regarding accreditation and that accreditation is being provided to you "as is" without warranty of any kind. CABC disclaims all warranties with regard to the accreditation process, express or implied, including, without limitation, any implied warranties of fitness for a particular purpose, merchantability, merchantable quality, or noninfringement of third-party rights. Some states or jurisdictions do not allow the exclusion of implied warranties, so the above limitations may not apply to the Birth Center.
- **LIMIT OF LIABILITY:** In no event will CABC be liable to the Birth Center for any loss of use, interruption of business, or any direct, indirect, special, incidental, or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence), strict product liability or otherwise, even if CABC has been advised of the possibility of such damages. Some states or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the Birth Center.

Declaration:

I have the authority to execute this Addendum on behalf of

(legal name and address of birth center required on line above)

I have read the Addendum and agree with all the terms.

Signature of the Birth Center's Representative

Date

Name of the Birth Center's Representative

Title

Signature of CABC Representative

Date

Name of the CABC Representative

Title

