

Please keep a copy for your records.



Accreditation Agreement v.2018.07.01



By engaging in The Commission for the Accreditation of Birth Centers' accreditation process, an Alongside Maternity Center agrees to the following terms and conditions to become a CABC Enrolled Alongside Maternity Center as described in this agreement. If your Alongside Maternity 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 Alongside Maternity Center required]*

_____ (hereafter referred to as AMC)

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 freestanding and in-hospital birth centers in the United States of America, according to established national standards.
 - NATIONAL STANDARDS FOR BIRTH CENTERS: The CABC chooses to use applicable sections of the AABC National Standards for Birth Centers in CABC Accreditation. Learn more at <http://www.birthcenters.org/open-a-birth-center/birth-center-standards>
 - The CABC also uses portions of Improving Birth's Mother-Friendly criteria. Learn more about Improving Birth at <https://improvingbirth.org/mfap/> and the Mother-Friendly criteria at <https://improvingbirth.org/>
- AMC'S PARTICIPATION IN ACCREDITATION: The AMC engages in the process of CABC Accreditation in good faith with the intention to support national standards for birth centers and Mother-Friendly maternity care, and to pursue excellence through learning.

CABC Accreditation Agreement Continued

The AMC 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.

- **AMC'S COMMUNICATIONS:** The AMC will communicate in a timely manner regarding all accreditation matters and will contact CABC according to the schedule in the table below, whenever the AMC experiences the events listed.

| AMC Experiences | AMC 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 AMC's ability to adhere to the requirements of accreditation. | Within 24 hours of the interruption |

- **PUBLIC DISCLOSURE OF PARTICIPATION IN ACCREDITATION:** The AMC may disclose participation in the CABC accreditation process, however the AMC may make no claims regarding the expected outcome of its application.
- **COMPLAINTS ABOUT AMC'S:** The CABC complaint process allows anyone to register a complaint about an AMC 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 AMC, when they have or have had an ownership interest, employment at, vendor or consulting relationship with, or live within 100 miles of the AMC.
 - Most CABC representatives have work experience at a CABC-accredited freestanding or in-hospital birth center(s) or are a recognized expert in nurse-midwifery, obstetrics, pediatrics, neonatology, or maternity care administration.

CABC Accreditation Agreement Continued

- CONFIDENTIALITY: All materials and information submitted by any AMC in the process for accreditation will be kept strictly confidential.
 - PRIVATE HEALTH INFORMATION (PHI): Accreditation is a review of the AMC's practices, policies and facility. CABC prohibits the submission of PHI. CABC has no need to know the name or contact information of an AMC 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 AMC.
 - 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*
 - 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 AMC, if it has withdrawn its application or that has been deferred or denied accreditation, other than to state that the AMC is *not* CABC-accredited.

CABC Accreditation Agreement Continued

- 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 AMC 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 AMC 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 AMC.
 - 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 AMC to submit its CABC Decision Letter and Status Report, which shows that any requirements have been met. The CABC encourages the AMC to comply with these requests.
 - When there is an accreditation extension or delay and the AMC’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 ALONGSIDE MATERNITY CENTER DEFINITION: An Enrolled Alongside Maternity Center participates in CABC’s monthly subscription system and is dedicated to the accreditation process. EBC eligibility requirements:
 - An AMC is currently CABC-accredited on the 3-year accreditation schedule; and
 - All enrollment forms have been sent to CABC.

CABC Accreditation Agreement Continued

- PRIVILEGES OF CABC ENROLLED ALONGSIDE MATERNITY CENTERS: As long as the AMC remains accredited and is making on-time subscription payments as an Enrolled Alongside Maternity Center, the following privileges are granted by CABC:
 - Whenever it is active and accessible online, the AMC 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 AMC is listed on CABC's website as a CABC-accredited Alongside Maternity Center for verification purposes.
 - The AMC 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 AMC 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 AMC, according to the accreditation schedule between site visits.
 - The AMC is issued the following items for limited use while accredited by the CABC. These items remain the property of the CABC. *If the AMC 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 AMC's photos, logo & contact info.

CABC Accreditation Agreement Continued

- **PAYMENT SYSTEM:** In order to ensure efficiency and on time payments to CABC when the AMC becomes an Enrolled Alongside Maternity Center, a payment representative of the AMC 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 AMC, and the AMC will supply the necessary form(s) at least 10 days prior to the first payment. ACH Direct Payments are preferred for CABC Enrolled Alongside Maternity Centers.
 - B) _____ **Automated invoices from CABC** for timely payments by check **initiated by the AMC** 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 AMC** 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 ALONGSIDE MATERNITY 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 AMC can stop payment of any ACH entry by notifying the AMC's financial institution and CABC 3 days before the AMC'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 AMC may make up to 2 monthly payments by one of the alternate forms of payment listed above, without incurring an additional fee.

CABC Accreditation Agreement Continued

- PAYMENTS BY SCHEDULED DUE DAY: When the AMC becomes an Enrolled Alongside Maternity 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 AMC initiates cancellation *before it has become an Enrolled Alongside Maternity 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 AMC's scheduled site visit*, the AMC is billed for any expenses incurred for that site visit, including staff wages for site visit preparation.
 - Whenever the Enrolled Alongside Maternity 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 AMC's scheduled site visit*, the AMC 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 Alongside Maternity 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 AMC's scheduled site visit*, the AMC 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 AMC and all of its staff may be extended upon request;
 - And no further ACH Payments will be processed by CABC;
 - And If the AMC was previously accredited, accreditation is revoked.

CABC Accreditation Agreement Continued

- 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 AMC from CABC's website as a CABC-accredited AMC for verification purposes
 - And remove all access to CABC's online training for the AMC and all of its staff;
 - And follow-up with the AMC to confirm its adherence to CABC revocation policy;
 - And not voluntarily make any disclosures or provide any information regarding a AMC that has had its accreditation revoked, other than to state that the AMC is not accredited.
 - The AMC 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 any customized brochures about CABC accreditation, featuring AMC's photos, logo & contact info.
 - If the revocation occurs with less than 90 days before the AMC's scheduled site visit, the AMC is billed for:
 - EITHER any expenses incurred for that site visit, including staff wages for site visit preparation, *whenever the revocation occurs before the AMC has become an Enrolled Alongside Maternity Center*;
 - OR for the unpaid months up to the *end of the expiring accreditation certificate, whenever the revocation occurs for an Enrolled Alongside Maternity 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 AMC has paid in advance beyond the cancellation month, the CABC does provide a prorated refund for months beyond the cancellation month.
- ADDITIONAL FEES: The AMC 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 AMC will be provided with 60 days' notice of purpose, amount and when due.

CABC Accreditation Agreement Continued

- **DISCLAIMER OF WARRANTIES:** The AMC 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 non-infringement 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 AMC.
- **LIMIT OF LIABILITY:** In no event will CABC be liable to the AMC 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 AMC.

Declaration:

I have the authority to execute this Addendum on behalf of

(legal name and address of Alongside Maternity Center required on line above)

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

Signature of the Alongside Maternity Center's Representative

Date

Name of the Alongside Maternity Center's Representative

Title

Signature of CABC Representative

Date

Name of the CABC Representative

Title