



Please keep a copy for your records.

Accreditation Agreement

v.2020.04.10

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

_____ (hereafter referred to as AMU)

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/>
- AMU'S PARTICIPATION IN ACCREDITATION: The AMU 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. The AMU 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.

- **AMU RESPONSIBILITIES RELATED TO SENTINEL EVENT AND COMPLAINT REVIEWS:** Upon signing this Agreement and beginning the accreditation process, the AMU agrees to cooperate and participate in good faith in all sentinel event and complaint reviews conducted by CABC. Failure to do so or withholding requested information needed for the review may result in termination of the accreditation process, suspension or revocation of accreditation.
- **AMU'S COMMUNICATIONS:** The AMU will communicate in a timely manner regarding all accreditation matters and will contact CABC according to the schedule in the table below, whenever the AMU experiences the events listed.

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

- **PUBLIC DISCLOSURE OF PARTICIPATION IN ACCREDITATION:** The AMU may disclose participation in the CABC accreditation process, however the AMU may make no claims regarding the expected outcome of its application.
- **COMPLAINTS ABOUT AMU'S:** The CABC complaint process allows anyone to register a complaint about an AMU for review by the CABC. Read about it here: <https://www.birthcenteraccreditation.org/amu-complaint-process/>
- **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 AMU, when they have or have had an ownership interest, employment at, vendor or consulting relationship with, or live within 100 miles of the AMU.
 - 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.

- CONFIDENTIALITY: All materials and information submitted by any AMU in the process for accreditation will be kept strictly confidential.
 - PRIVATE HEALTH INFORMATION (PHI): Accreditation is a review of the AMU's practices, policies and facility. CABC prohibits the submission of PHI. CABC has no need to know the name or contact information of an AMU 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 AMU.
 - 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 AMU, if it has withdrawn its application or that has been deferred or denied accreditation, other than to state that the AMU 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 AMU 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 AMU 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 AMU.
 - 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 AMU to submit its CABC Decision Letter and Status Report, which shows that any requirements have been met. The CABC encourages the AMU to comply with these requests.
 - When there is an accreditation extension or delay and the AMU'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 MIDWIFERY UNIT DEFINITION:** An Enrolled Alongside Midwifery Unit (EAMU) participates in CABC's monthly subscription system and is dedicated to the accreditation process. EBC eligibility requirements:
 - An EAMU is currently CABC-accredited on the 3-year accreditation schedule; and
 - All enrollment forms have been sent to CABC.

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

- **Fee Schedule**

See Addendum A for the current fees applicable to this agreement. CABAC must provide a minimum of 6-months' notice to the Birth Center announcing any change in fees. Absent CABAC notice of a change in fees, the fee schedule in Addendum A will remain in effect until the next accreditation cycle.

- **PAYMENT SYSTEM:** In order to ensure efficiency and on time payments to CABAC when the AMU becomes an Enrolled Alongside Midwifery Unit, a payment representative of the EAMU 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 CABAC** with permission from the EAMU, and the EAMU will supply the necessary form(s) at least 10 days prior to the first payment. ACH Direct Payments are preferred for CABAC Enrolled Alongside Midwifery Units.
- B) _____ **Automated invoices from CABAC** for timely payments by check **initiated by the EAMU** to CABAC'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 EAMU** and to CABAC'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 CABAC ENROLLED ALONGSIDE MIDWIFERY UNITS:** 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 EAMU can stop payment of any ACH entry by notifying the EAMU's financial institution and CABC 3 days before the EAMU'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 EAMU 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 AMU becomes an Enrolled Alongside Midwifery Unit, 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 AMU initiates cancellation *before it has become an Enrolled Alongside Midwifery Unit*:
 - 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 AMU's scheduled site visit*, the AMU is billed for any expenses incurred for that site visit, including staff wages for site visit preparation.
 - Whenever the Enrolled Alongside Midwifery Unit 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 EAMU's scheduled site visit*, the EAMU 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 Midwifery Unit'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 EAMU's scheduled site visit*, the EAMU 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 no further ACH Payments will be processed by CABC;
 - And If the AMU 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 AMU from CABC's website as a CABC-accredited AMU for verification purposes
 - And remove all access to CABC's online training for the AMU and all of its staff;
 - And follow-up with the AMU to confirm its adherence to CABC revocation policy;
 - And not voluntarily make any disclosures or provide any information regarding a AMU that has had its accreditation revoked, other than to state that the AMU is not accredited.
 - The AMU 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 AMU's photos, logo & contact info.
 - If the revocation occurs with less than 90 days before the AMU's scheduled site visit, the AMU is billed for:
 - EITHER any expenses incurred for that site visit, including staff wages for site visit preparation, *whenever the revocation occurs before the AMU has become an Enrolled Alongside Midwifery Unit*;
 - OR for the unpaid months up to the *end of the expiring accreditation certificate*, *whenever the revocation occurs for an Enrolled Alongside Midwifery Unit*;
 - 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 AMU has paid in advance beyond the cancellation month, the CABC does provide a prorated refund for months beyond the cancellation month.
- **ADDITIONAL FEES:** The AMU 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 AMU will be provided with 60 days' notice of purpose, amount and when due.
- **DISCLAIMER OF WARRANTIES:** The AMU 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 AMU.
- **LIMIT OF LIABILITY:** In no event will CABC be liable to the AMU 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 AMU.

Declaration:

I have the authority to execute this Agreement on behalf of

(legal name and address of Alongside Midwifery Unit required on line above)

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

Signature of the Alongside Midwifery Unit's Representative

Date

Name of the Alongside Midwifery Unit's Representative

Title

Signature of CABC Representative

Date

Name of the CABC Representative

Title