Application for Programmatic Recognition

Intraoperative Neurophysiologic Monitoring

Use this form if you have a structured* or formal training program in Neurophysiologic Intraoperative Monitoring and would like your students to be considered eligible for the ABRET CNIM credentialing examinations without submitting additional education hours.

Required Standards

- I. Program must be structured* and encompass both didactic and clinical instruction.
- II. Instruction must be provided by a CNIM, D.ABNM, or M.D.
- III. Primary Clinical Instructor must have a CNIM or D.ABNM.
- IV. Minimum of 500 documented clinical contact/activity hours (i.e., case review, patient contact, clinical practice hours).
- V. An evaluation process must be in place to establish student/trainee progress.
- VI. There must be a record of students/trainees completing the program and of individuals currently enrolled in the program.

Approved programs will have provided complete and accurate information that demonstrates required standards are being met. The committee is concerned that programs provide structured didactic education and clinical practice opportunities that enable students to learn IOM concepts and participate in clinical practice. This is not an outcomes-based assessment although statistics will play a part in the evaluation of eligibility pathway options.

*Structured is defined as organized learning that has defined class work, core instruction, an evaluation process for students and clinical hands-on learning. On the job training is NOT considered structured learning.

Approval as a Recognized Program for CNIM Eligibility is NOT to be considered equivalent to programmatic <u>accreditation</u>. ABRET encourages all formal neurodiagnostic training programs to strive for CAAHEP accreditation. With ongoing quality assurance, CAAHEP accreditation demonstrates the program is in substantial compliance with nationally vetted standards and employs best practices in educating technologists. Students and Graduates of CAAHEP accredited programs are able to apply for the ABRET examination using Pathways which expedite access to the credentialing examinations.

Instructions

Submit the completed application (pages 3–5), signed application agreement (pages 6–8), and exhibits (listed under Standard V, page 5) in electronic format, along with a one-time non-refundable \$500.00 fee, payable to ABRET, to:

Program Evaluation Committee c/o Lynn Bragg

7291 Saratoga Hills Dr. NE Canton, OH 44721

Or email the PDF to <u>lynn@abret.org</u>. Questions should be emailed to <u>lynn@abret.org</u>.

The program coordinator will be contacted if the reviewers have questions or require additional documentation. Please allow six weeks for completion of the review.

A brief Annual Report and a \$200 maintenance fee will be due each year.

PROGRAM DEMOGRAPHICS				
Date:				
Program Name:				
Address:				
City:		State:		Zip:
Phone:		Email Add	lress:	
Hospital Affiliation:				al Sponsor for Program al Site for Program T-Accredited LAB-NIOM
Program Coordinator/Primary Instructo	or:			
Phone:	En	nail Addres	S:	
Medical Director:				
Name and contact information of person completing this application (if different from above)				

STANDARD I Program Structure and History	
Do you have regularly scheduled didactic (classroom) training? How many hours/week?	
What is the length of the training program?	
How long has this program been in existence?	
How many students/trainees are currently enrolled in your program?	
Has your program considered CAAHEP accreditation? Why or why not?	

STANDARD II Program Coordinator / Primary Instructor

Highest	Provides	Provides	Years of
Degree &	Clinical	Didactic	experience in
Credentials	Instruction	Instruction	Neurodiagnostics
NIOM?			
	Degree & Credentials	Degree & Clinical Credentials Instruction	Degree & Credentials Clinical Instruction Didactic Instruction

STANDARD III

Clinical Instructors or Off-site Faculty

Denote the Primary Clinical Instructor - The CNIM / D.ABNM who has oversight for students' clinical instruction and evaluation.

Name(s) (add lines if necessary)	Degree & Credentials	Provides Clinical Instruction	Provides Didactic Instruction	Years of experience in Neurodiagnostics

Program Attributes

STANDARD IV		
Clinical Instruction	Yes	No. If no, why not?
Do you provide clinical training with supervision? How many hours a week?		
Do students have formal review sessions scheduled with a Neurologist, Clinical Neurophysiologist/D.ABNM, or CNIM? How many hours a month?		

STANDARD V Organization and Support

Include the following exhibits.

- A. Brief description of the program.
- B. Curriculum and a copy of the syllabus.
- C. Weekly calendar of classroom and clinical practice sessions, from the beginning of the curriculum through graduation.
- D. Clinical competencies each student must meet by the end of training.
- E. List of textbooks/scholarly literature used for each course.
- F. Letter of support from the program from the Medical Director.

STANDARDS V – VI		
Evaluation and Outcomes	Yes	No. If no, why not?
By the end of training, are students/trainees		
able to monitor in the OR independently?		
Do students/trainees take a final examination?		
Is a transcript provided?		
How many individuals have successfully		
completed the program?		
How many graduates have earned ABRET		
credentials?		
How are students evaluated and graded for		
didactic instruction and experience?		
How are students evaluated and graded for		
clinical instruction and experience?		

STANDARD VI

List of Current Student Technologists

Name	Degree(s)/ Credential(s)	Date training started	Expected date of completion	Number of cases monitored at time of application

Program Recognition Application Agreement

Facility Owner's Name ("Facility"):	
Facility Name (if different) & Address:	
Date:	

Facility and the Committee agree as follows:

1. <u>Application</u>.

A. Facility requests recognition as indicated on its application. The facility hereby authorizes the Program Evaluation Committee (PEC or the Committee) agents to review its application and to determine its eligibility for recognition. This authorization includes (but is not limited to) permission for the Committee to contact state and federal authorities, licensing boards, nongovernmental accreditation and certification bodies, and others for the purpose of verifying the information provided by Facility.

B. Through its application review process, the Committee will determine whether a Facility's documentation meets recommended Standards, policies, and procedures for recognition as a formal program. These Standards, policies, and procedures from time to time, and updated information will be made available through ABRET Neurodiagnostic Credentialing & Accreditation's (ABRET) website.

C. The Committee will make efforts to review a Facility's application at the earliest date possible, but it cannot guarantee the timing of the completion of any review.

2. <u>Fees</u>. Facility shall pay this fee at the time Facility submits its application. This fee is not refundable.

3. <u>**Term**</u>. This Agreement will become effective on the date of signature by the Committee and will remain in effect for the duration of the application review process. If recognition is recommended, this Agreement will automatically continue in effect for the duration of the recommendation.

4. <u>Responsibilities of Facility</u>.

A. <u>Cooperation</u>. Facility agrees to cooperate promptly and fully with the Committee.

B. <u>Submission of Materials</u>.

i. Facility shall complete its application in a manner that presents an accurate, true and complete description of the services provided by Facility.

ii. Facility agrees to submit any additional information requested by the Committee.

iii. All information must be produced in a timely manner and in the format requested by the Committee.

C. <u>Compliance with Rules</u>. Facility has read, accepts, and agrees to abide by Standards, policies, and procedures, including but not limited to those listed below. Facility must read and keep up-to-date with these rules. Facility bears the burden of showing and maintaining compliance during the application review period and for the duration of accreditation (if granted).

- i. APPLICATION REVIEW;
- ii. RELEASE OF INFORMATION POLICY;
- iii. REPORTING CHANGES POLICY; and
- iv. ANNUAL REPORT.

5. <u>No Warranty</u>. A grant of recognition by the Committee is recognition of Facility's performance at the time of application; recognition does not constitute a warranty of complete or continuous compliance. Facility is solely responsible for ensuring the quality and safety of its services.

6. <u>Waiver of Claims & Indemnification</u>.

A. Facility hereby waives all claims against the Committee and ABRET and assumes full responsibility for all expenses which Facility may incur arising out of this Agreement and/or Facility's participation in the recognition program, including (but not limited to) those arising out of the Committee's decisions regarding Facility's grant or denial of recognition, publication of these decisions, publication of the status of Facility, and third party actions based on the recognition program or Facility's status.

B. Facility shall defend and indemnify the Committee and ABRET against all claims, liabilities, damages and expenses (including but not limited to reasonable attorney's fees) arising out of this Agreement and Facility's participation in the recognition program, including (but not limited to) those arising out of decisions regarding Facility's grant or denial of recognition, publication of these decisions, publication of the status of Facility, and third party actions based on the program or Facility's recognition status.

C. The provisions of this Section do not extend to claims, liabilities, damages and expenses arising out of the gross negligence or willful misconduct of the Committee or ABRET.

7. <u>Notice</u>. Any notice that either party is required or may desire to serve upon the other party must be in writing. Notice must be served (i) by overnight delivery by a nationally recognized express transportation company (with confirmed delivery, charge prepaid or billed to shipper), or (ii) by depositing the same in the mail (first class postage prepaid, certified and return receipt requested) with notice also required to be given by electronic mail on the same date as deposited in the mail. Notice given by mail or electronic mail alone is not sufficient. Notices to the Facility are to be sent to the address shown on page one of this Agreement.

8. <u>Governing Law</u>. This Agreement is governed exclusively by the laws of the State of Illinois, without reference to its choice of law doctrine.

9. <u>**Dispute Resolution**</u>. The sole jurisdiction and venue for any litigation arising from this Agreement is the appropriate federal court for the Central District of Illinois or state court located in Sangamon County, Illinois. The parties hereby waive trial by jury in any action arising out of this 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.

10. <u>No Assignment</u>. Facility shall not assign any of its rights or obligations under this Agreement without the prior written consent of ABRET.

11. <u>Successors</u>. This Agreement will be binding upon, and will inure to the benefit of, the parties and their respective permitted successors and assigns.

12. <u>Sole Agreement</u>. This Agreement contains the entire agreement between the parties concerning Facility's application and accreditation. It supersedes all prior and contemporaneous oral and written understandings.

13. <u>Amendment</u>. No amendment of this Agreement will be valid unless in writing and signed by ABRET.

14. <u>Waiver</u>. 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.

15. <u>Severability</u>. If any provision of this Agreement is held to be invalid, the remaining provisions of this 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.

16. <u>Survival</u>. The obligations and rights of the parties which by their nature would continue beyond the termination of this Agreement will survive beyond the termination of this Agreement and remain in full force and effect. These obligations and rights include (without limitation) those set forth in Sections titled "Waiver of Claims & Indemnification".

17. <u>Independent Contractors</u>. The relationship between the parties to this Agreement is that of independent contractors. This Agreement is not intended to create any association, partnership, joint venture or agency relationship between the parties.

In Witness Whereof, the parties are signing this Agreement as of the date indicated on the first page.

ABRET	Facility
Ву:	Ву:
Name:	Name:
Title:	Title:

PROGRAM RECOGNITION DECISION REVIEW & APPEAL POLICY

ABRET has adopted this policy to establish a fair process for addressing application issues.

1. **Initial Review.** The Program Evaluation Committee will determine whether a facility has met the requirements for accreditation. It may decide: (i) to grant recognition, or (ii) to require the facility to submit additional evidence of compliance. The timeframe and other conditions for further review will be provided by ABRET in writing.

2. Adverse Action Allegations. The Committee may place an application on hold while allegations of misconduct are pending.

3. Denial. Recognition may be denied for reasons that include (but are not limited to) the following:

A. failure to truthfully complete and sign an application in the form;

B. failure to pay the required fees;

c. failure to provide additional information as requested;

D. the facility has submitted the maximum of three supplemental information responses and the Committee remains unable to confirm that the facility meets the requirements for recognition; and

4. **Notification**. The Committee will notify the facility within 30 calendar days after it makes its decision.

5. Decision Appeals Process.

A. Only "Denial" decisions can be appealed.

B. A failure to comply with any deadline may not be appealed.

c. A facility may request an appeal within 30 calendar days after notification of the denial decision. After this time, the facility may not request an appeal.

D. Appeal requests must be submitted in writing and sent to the PEC by traceable mail or delivery service.

E. The appeal must specify a valid basis for the appeal. If the Committee determines that the request is frivolous, then the appeal will not proceed.

F. ABRET may file a written response to the appeal request on behalf of the PEC.

G. ABRET will appoint an Appeal Committee to consider the appeal. The Appeal Committee is composed of three members selected from the ABRET Board of Directors. Appeal Committee members may not: (a) be the same individuals who initially reviewed the application, (b) review any matter in which their impartiality might reasonably be questioned, or (c) review any matter which presents an actual, apparent, or potential conflict of interest. Committee action is determined by majority vote.

H. The Appeal Committee will render a decision based on the written record. Documentation not previously submitted will not be considered. An oral hearing is not permitted.

I. The Appeal Committee may accept, reject, or modify the denial decision. In order to overturn the decision, the facility must demonstrate that the denial decision was inappropriate because of: (a) material errors of fact, or (b) failure to conform to rules.

J. The decision of the Appeal Committee is final.

κ. ABRET will notify the facility of the decision of the Appeal Committee in writing.

L. Only one appeal per application is permitted. If that appeal upholds the original denial, then the facility must complete and submit a new application in order to seek accreditation at another time.

M. The facility is responsible for all expenses incurred by it related to the appeal and must pay any administrative appeal fee charged by ABRET.

6. **Reinstatement of Eligibility**. Following a denial based on this policy or other noncompliance with PEC Standards, policies, and procedures, a subsequent application will not be reviewed unless the facility demonstrates that it has undertaken corrective action.

REPORTING CHANGES POLICY

ABRET has adopted this policy to provide guidance to recognized facilities regarding when and how to report changes to ABRET.

1. Changes to the ABRET Standards, Policies, and Procedures. Recognized facilities are expected to maintain continuous compliance with the Standards and other ABRET policies and procedures. Facilities will be notified of changes, and revised Standards, policies, and procedures will also be published on the ABRET website.

2. Facility Changes.

A. Recognition is awarded to the facility as its operations are described on its application. A facility shall report to ABRET any change regarding the facility's operations or other development that is related to accreditation. Facilities are expected to notify ABRET in writing within 90 calendar days after the facility first learns of the development and must provide documentation of the resolution of the matter within 90 calendar days after resolution. Examples of information that must be reported include (but are not limited to):

i. contact information changes;

ii. changes in the facility's address or the location(s) where services are provided;

iii. changes in ownership or management of the facility;

iv. discontinuing a service or ceasing to do business;

v. being investigated or sanctioned for fraud or other misconduct by a government agency; and

B. Regarding key personnel changes, the facility shall notify ABRET of the departure of personnel and shall submit a replacement plan on the annual report.

c. Regarding ownership changes, program recognition cannot be transferred without written approval from ABRET. Recognition may not be divided or shared following a sale, dissolution or other change in ownership or legal structure.

D. The PEC will review the change to determine whether the facility's existing recognition remains valid following the change or if the change requires the facility to re-apply for recognition. The facility may be required to submit additional evidence of continuing compliance.

Program Evaluation Committee lynn@abret.org

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