



PHAB TERMS AND CONDITIONS – ACCREDITATION PROGRAM

I hereby submit this application for the Public Health Accreditation Board (“PHAB”) Public Health **Accreditation Program** (the “Program”) on behalf of the applicant health department listed on the application (the “Applicant”), in accordance with and subject to the applicable standards, rules, policies, and procedures of the Program. As the Applicant Director, I hereby agree:

1. That the Applicant hereby will comply with these terms and conditions for entering into the Program (the “Terms and Conditions”) and that I am the person authorized to obligate the Applicant to comply with the Terms and Conditions. I hereby attest to the truthfulness, accuracy, and validity of, and assume full responsibility for, the content of the application and all materials and information used and/or submitted by the Applicant in support of the application (which includes, but is not limited to, documentation submitted to demonstrate conformity with the applicable Standards and Measures for the Program as well as Annual Reports).

2. That the Applicant has reviewed and agrees to comply with the rules governing the Program in effect at the time of application, available on the Program’s website at:

- [Policy for National Public Health Department Initial Accreditation for Version 2022](#)
- [Guide to National Public Health Department Initial Accreditation for Version 1.5](#)
- [Policy for National Public Health Department Reaccreditation v2022](#)
- [Guide to National Public Health Department Reaccreditation: Process and Requirements 2016](#)

and incorporated by reference herein (the “Program Rules”), and acknowledges and agrees that PHAB reserves the right to verify any or all the information associated with this application, and that providing false, misleading, inaccurate, or incomplete information or otherwise violating the Program Rules, Program Policy, or these Terms and Conditions may constitute grounds for the rejection of this application, revocation of the accreditation, or other appropriate disciplinary action, in PHAB’s sole discretion.

3. That the Applicant’s Accreditation Coordinator and Health Director have completed the prerequisites required by PHAB as described in the Program Rules.

4. That the Applicant has reviewed the applicable Policy for Public Health Department Accreditation in effect at the time of application and incorporated by reference with the “Program Rules” detailed in paragraph 2 and agrees to follow the process and procedures as described therein.

5. That the Applicant has reviewed the applicable PHAB Standards and Measures in effect at the time of application, available at PHAB’s website [here](#) and incorporated by reference herein, and

understands that the Applicant's performance will be assessed using the information contained in those document.

6. That Applicant has reviewed a copy of the [Program Accreditation Fee Schedule](#) (the "Fee Schedule") for the year of the Applicant's application and agrees to pay the total applicable accreditation fees in accordance with the Fee Schedule. Applicant acknowledges and agrees that the financial commitment undertaken by Applicant in connection with the submission of this application is for the total applicable fee, regardless of outcome of the accreditation review by PHAB or payment schedule chosen and is not refundable for any reason unless otherwise agreed to by PHAB. Applicant further acknowledges and agrees that nonpayment of fees due and owing by Applicant pursuant to the Fee Schedule may result in discontinuation of the accreditation process or in revocation of accreditation status, in PHAB's sole discretion.

7. That publication of Applicant's accreditation status, if granted by PHAB, will be handled according to the PHAB guidelines in effect at the time a final decision regarding accreditation of Applicant is made available as referenced in paragraph 2 above.

8. That complete and accurate reports will be provided to PHAB by Applicant as requested throughout the five-year accreditation cycle based on policies provided by PHAB related to same.

9. Applicant acknowledges and agrees that PHAB reserves the right to modify or alter at any time the standards and any rules, policies or procedures adopted by PHAB in connection with the Program.

10. Applicant acknowledges and agrees that PHAB will publicly disclose Applicant's final accreditation status.

11. Applicant acknowledges and agrees that PHAB will undertake reasonable efforts to keep information exchanged throughout the accreditation review process—other than the final accreditation status—in confidence, except to the extent that PHAB might be required by a court of competent jurisdiction, law, statute, rule, \or regulation to disclose such information. I Applicant understands PHAB may release the Applicant's information to a third party (e.g., if a health department would like their data to be provided to a state health department to meet reporting requirements or if there is an agreement that Readiness Assessment data will be used to develop state-wide support plans), unless the Applicant notifies PHAB in writing that the Applicant revokes its consent to share such information.

12. Applicant acknowledges and agrees that, in the interest of contributing to the evidence base for public health, Applicant's Program information may be shared with public health researchers and with PHAB staff conducting evaluation and research activities, according to PHAB's Research and Data Use Guidelines that can be found [here](https://phaboard.org/data-and-insights/request-data/) (https://phaboard.org/data-and-insights/request-data/).

13. Applicant understands and agrees that PHAB owns all right, title and interest in and to all names, trademarks, logos, applications, and all other material related to the Program (collectively, "Program

IP”). PHAB hereby grants to Applicant a limited, revocable, non-exclusive, non-transferable, royalty-free license solely in connection with Applicant’s accreditation and in accordance with PHAB’s policies. Applicant further agrees to immediately cease using and return Program IP upon expiration, suspension, or termination of accreditation, or upon PHAB’s written request. Applicant acknowledges and agrees that PHAB makes no claims, representations, warranties, guarantees, or promises, express or implied, in any respect to the Program IP or regarding the content or performance of any accredited health department. Applicant agrees not to misrepresent its accreditation status and its meaning. Applicant agrees to indemnify, defend and hold harmless, individually and collectively, PHAB, and its officers, directors, employees, committee members, members, subsidiaries, agents, successors, and assigns (each, a “PHAB Party”) from and against any and all claims arising out of or relating to any actual infringement or violation of the license granted herein or violation of any patent, trademark, copyright, or other intellectual property or proprietary right or any unfair competition relating to Program IP

14. Applicant understands, acknowledges and agrees that, in consideration of its application to and participation in the Program, Applicant hereby releases, discharges, and holds harmless, individually and collectively, the PHAB Parties from any and all liabilities that may arise, directly or indirectly, now or in the future, by reason of or in connection with any decision, action or omission relating to this application, the failure to grant accreditation, the revocation of accreditation, the accreditation standards, or the Program Rules, Program Policy or these Terms and Conditions.

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Electronic Authorization by Director

I have read and understand this application, these Terms and Conditions, and all associated material and that by clicking submit on this Health Department Director Attestation in e-PHAB I am signing on behalf of the Applicant. I and the Applicant agree to abide and be bound by the terms and conditions contained herein, and by all current and future policies, procedures, rules, and regulations of PHAB.

Approved as to form.

Approved as to fiscal provisions.

DocuSigned by:
Stacy Sietta
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DocuSigned by:
Jennifer Forsyth
4E7E657875454AE...

Stacy Sietta

Jennifer Forsyth

Chief Deputy County Counsel.

Auditor-Controller Analyst II