

## TERMS AND CONDITIONS FOR ENTERING INTO THE PUBLIC HEALTH 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 (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 I am the person authorized to obligate the Applicant to the terms and conditions for entering into the Program (the “Terms and Conditions”). I hereby attest to the accuracy and validity of, and assume full responsibility for, the content of the application and all materials and information used by the Applicant in support of the application.
2. That the Applicant acknowledges and agrees that PHAB reserves the right to verify any or all of the information associated with this application, and that providing false, misleading, inaccurate, or incomplete information or otherwise violating the rules governing the Program may constitute grounds for the rejection of this application, revocation of the accreditation, or other appropriate disciplinary action.
3. That the Applicant’s Accreditation Coordinator and Health Director have completed the online orientation required by PHAB.
4. That the Applicant has received a copy of the applicable Guide to Public Health Department Accreditation in effect at the time of application and agrees to follow the process and procedures as described therein.
5. That the Applicant has received a copy of the applicable PHAB Standards and Measures in effect at the time of application and understands that the Applicant’s performance will be assessed using the information contained in that document.
6. That the Applicant has an adopted and current (dated within the last five years) community health assessment, community health improvement plan, and department strategic plan.
7. That the Applicant has in place a current (dated within the last five years) or has substantially developed and is near completion of the following plans: a workforce development plan, a public health emergency operations plan, and a quality improvement plan.
8. That the Applicant has in place or has substantially developed a performance management policy/system and an organizational branding strategy, and agrees to provide copies of any documents evidencing or describing such policy, system and strategy.

9. That Applicant has received a copy of the Program Accreditation Fee Schedule (the “Fee Schedule”) for the year of the Applicant’s application and agrees to pay the relevant and total accreditation fees as set forth in 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. 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.
10. Applicant acknowledges and agrees that PHAB will undertake reasonable efforts to keep information exchanged throughout the accreditation review process in confidence, except to the extent that PHAB might be required by law, statute, rule or regulation to disclose such information. The Applicant may make their own decisions about disclosure of information used for the accreditation process.
11. That publication of Applicant’s accreditation status, if granted by PHAB, will be handled according to the PHAB guidelines issued at the time a final decision regarding accreditation of Applicant is made.
12. 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.
13. 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.
14. Applicant acknowledges and agrees that PHAB will only publicly disclose Applicant’s final accreditation status. Any information contained within Applicant’s accreditation application and review process will not be disclosed publicly, except as otherwise may be required by law, statute, rule or regulation.
15. Applicant acknowledges and agrees that, in the interest of contributing to the evidence base for public health, Applicant’s accreditation information may be shared with public health researchers and with PHAB staff conducting evaluation and research activities, according to PHAB's research guidelines. Prior to receiving the data, researchers will affirm that they will not release any information that would identify individual health departments or use the data for purposes other than research. Applicant acknowledges that, as an accreditation applicant, Applicant may request a copy of these guidelines. Outside of these research purposes, Applicant’s identity will not be disclosed, other than to report Applicant’s accreditation status.

16. Applicant understands and agrees that PHAB owns all right, title and interest in and to all names, trademarks, logos, applications, and other material related to the Program, and further agrees that Applicant will only use intellectual property of PHAB in connection with Applicant's accreditation and in accordance with PHAB's policies, and agrees to immediately cease using and return such intellectual property upon expiration, suspension, or termination of accreditation. Applicant acknowledges and agrees that PHAB makes no claims, warranties, guarantees, or promises regarding the content or performance of any accredited health department, and Applicant agrees not to misrepresent its accreditation status and its meaning.
  
17. Applicant agrees that, in consideration of its application to and participation in the PHAB Program, Applicant hereby releases, discharges, and holds harmless, individually and collectively, PHAB, and its officers, directors, employees, committee members, members, subsidiaries, agents, successors, and assigns, 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, or the accreditation standards.

I have read this application and associated material and understand and agree, on behalf of the applicant health department, 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.