



## PHAB TERMS AND CONDITIONS – PATHWAYS RECOGNITION PROGRAM

I hereby submit this application for the Public Health Accreditation Board (“PHAB”) Public Health **Pathways Recognition 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 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).

2. That the Applicant has reviewed and agrees to comply with the rules governing the Program in effect at the time of application, available at PHAB’s website link [here](#) (*in the Policy for PHAB Pathways Recognition Program*) and incorporated by reference herein (the “Program Rules”), and 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 Program Rules, Program Policy, or these Terms and Conditions may constitute grounds for the rejection of this application, revocation of the program’s recognition, 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 Pathways Recognition Program 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](#) (*in the Standards & Measures for Pathways Recognition*) 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 Fee](#) (“Fee Schedule”) for the year of the Applicant’s application and agrees to pay the total applicable 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 recognition Program review by PHAB 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 Program process, in PHAB's sole discretion.

7. Applicant acknowledges and agrees that PHAB will undertake reasonable efforts to keep information exchanged throughout the review process—other than the final recognition 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. The 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.

8. That publication of Applicant's recognition status, if recognized by PHAB, will be handled according to the PHAB guidelines in effect at the time a final decision regarding recognition of Applicant is made, available in the Policy for PHAB Pathways Recognition Program as referenced in paragraph 2.

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 only Applicant's final recognition status. Any information contained within Applicant's application and details regarding the review process will not be disclosed publicly, except as otherwise may be required by a court of competent jurisdiction, law, statute, rule or regulation, or as authorized by Applicant.

11. 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/).

12. 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 to use Program IP solely in connection with Applicant's recognition and in accordance with PHAB's policies. Applicant further agrees to immediately cease using and return Program IP upon expiration, suspension, or termination of recognition, 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 health department. Applicant agrees not to misrepresent its recognition 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.

13. 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 recognition, the revocation of recognition, 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.