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ACUHO-I Antitrust Policy

It is the policy of ACUHO-I to comply with all federal and state laws, including the antitrust laws. We recognize that the purpose of the antitrust laws is to prevent anticompetitive agreements and activities, thereby allowing the various competitive markets to operate without such restraints. Violations could include criminal penalties. Any actual or perceived violation by members may involve the Association in any investigation and/or litigation.

The following guidelines are provided to the members to reduce the likelihood of a violation of the antitrust laws and of the perception of a possible violation of the antitrust laws:

- The members should limit their substantive discussions at Association meetings to the legitimate purposes of the Association.
- Members are advised not to engage in any discussions – face-to-face, online, or otherwise – on any of the following topics:

- Suggestions to exclude a competitor from membership or to terminate a current member for non-objective reasons, or for anticompetitive reasons.
- Discussions about the individual competitive activities of any member or nonmember, whether those are past, present or future competitive activities.
- Suggestions that a member should change certain competitive activities.
- Suggestions of “targeting,” “pressuring,” or “suggesting” to a nonmember that the nonmember change its current or future marketing plans, products or activities.
- Discussions regarding present or future marketing plans or products of any member and/or how that might impact competition among the members.
- Discussions of any other competitive matters not specifically relevant to the legitimate purposes of the Association.