



## EHNAC Applicant Agreement

### Binding Terms and Conditions

In consideration of the mutual benefits accruing and expected to accrue hereunder, EHNAC and the Applicant, intending to be legally bound, agree as follows:

For purposes of the following provisions, "Applicant" means [\_\_\_\_\_ name of your organization].

1. Applicant hereby authorizes EHNAC and each of its Commissioners, for any and all purposes reasonably related to Applicant's application and ongoing accreditation relationship to EHNAC, to use any and all information submitted by Applicant provided that EHNAC and each of its Commissioners shall take reasonable steps to hold and keep in confidence such information. Applicant further agree that Applicant will not include in its application any information in any form or medium that may be considered "protected health information" as that term is defined at 45 C.F.R. §160.103, or its successor. Notwithstanding the foregoing duty of confidentiality, Applicant hereby authorizes EHNAC to publicly disclose on EHNAC's web site and in comparable EHNAC publications the fact that Applicant has applied for EHNAC accreditation, has received EHNAC accreditation, or not, and the Applicant's name in connection therewith and the current status of the applicant's accreditation.

2. Applicant hereby releases and discharges EHNAC and each of its Commissioners, individually and in their official capacity, from any and all claims or causes of action of any nature arising out of the acceptance and review, and approval or disapproval of Applicant's application, or, if approved, EHNAC's implementation and application of the EHNAC Contingency Business Risk Planning and Sentinel Events Process unless Applicant clearly and convincingly, by a preponderance of the demonstrable evidence, can first show malice or intentional and willful misconduct by EHNAC or one of the Commissioners. In granting this release, Applicant represents and warrants to EHNAC that it has reviewed the background descriptions of each Commissioner and Applicant acknowledges and accepts the fact that one or more Commissioners may have personal, professional or business relationships (including employment) to organizations that may compete with the Applicant or that might view the Applicant as a competitor.

3. In the event that Applicant asserts against EHNAC, or any or all of its Commissioners, a claim or cause of action, Applicant agrees that such claim will be adjudicated pursuant to binding arbitration in accordance with the rules of the American Arbitration Association and that in no case will EHNAC or any Commissioner be subject, jointly and severally, to damages of any type or nature (e.g., punitive or consequential, whether or not such damages were foreseeable), that are in excess of \$100,000. Any such arbitration shall take place in Hartford, Connecticut and shall be governed by the laws of the State of Connecticut without regard to principles of conflicts of law. Each party shall bear its own costs and expenses of any such arbitration notwithstanding its outcome.

I, \_\_\_\_\_, being duly authorized by Applicant to bind Applicant to the terms and conditions of this application hereby agree to and accept the terms and conditions of applying for accreditation by EHNAC.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_