

SAMPLE AGREEMENT



CUSTOMER SATISFACTION MANAGEMENT SYSTEMS (CSMS) AGREEMENT

This agreement is entered into between **Mental Health Corporations of America, Inc.**, a Florida corporation, whose principal office is at 1876 Eider Court, Suite A, Tallahassee, Florida 32308 and _____ (hereinafter referred to as “_____”), whose principal office is at _____.

INTRODUCTION

Mental Health Corporations of America (hereinafter referred to as “mhca”) provides management and other services to behavioral health care providers and is the sole owner of certain proprietary and copyrighted works, including a Client Satisfaction Survey, a Referral Satisfaction Survey, and a Staff Satisfaction Survey (**hereinafter referred to as “Proprietary Works”**). These three surveys were designed to solicit the opinions of clients and staff of behavioral health care providers and persons who refer clients to behavioral health care providers. The surveys request opinions about the individual's satisfaction with services provided by the behavioral health care provider.

_____ is a behavioral health care provider. We both enter into this agreement for the purposes of authorizing _____ to use the Proprietary Works, that is, the Surveys, for specific purposes and to describe the conditions under which they may be used.

USE OF SURVEY INSTRUMENTS

mhca gives _____ permission to use the Proprietary Works subject to the conditions in this agreement. _____ may use the Client Survey to solicit the opinions of your clients about your services. _____ may use the Referral Survey to solicit the opinions of those who refer customers to you. _____ may use the Staff Survey to solicit the opinions of your staff about the environment in which they work. _____ may not use the Proprietary Works for any other purpose and _____ may not create derivations of the Proprietary Works or otherwise modify them without our written permission.

This agreement only gives _____ authority to use the Proprietary Works. _____ does not have any type of ownership interest in the Proprietary Works. _____’s right to use the Proprietary Works is not exclusive. We will also give others permission to use the Proprietary Works.

NO ASSIGNMENT

_____ may not assign your rights to use the Proprietary Works to others without our written permission. If _____ requests permission to assign your rights, _____ agrees to provide information at **mhca's** request to help us decide whether we should grant permission. **mhca** has no obligation to give _____ permission to assign your rights. On _____'s request, **mhca** will consider others with whom _____ may be in various business relationships. However, **mhca** does not guarantee that we will do so. **mhca** may assign our rights under this agreement to others without _____'s consent and without notice to _____.

TERMS OF AGREEMENT AND OUR RIGHT TO CHANGE THIS AGREEMENT

_____ may use the Proprietary Works from the effective date of this agreement continuously so long as your fees are received by **mhca** by the agreement renewal date as determined by the date of the last of us to sign (*non-mhca members*), OR while your **mhca** membership is current and in good standing. However, **mhca** may change the terms of this agreement at any time with or without _____'s consent. **mhca** will give _____ at least sixty (60) days written notice before making any changes. If **mhca** makes a material change without _____'s consent, _____ has the right to terminate the agreement by giving us sixty (60) days written notice. If _____ does not notify us that you are terminating the agreement within the sixty (60) days, _____ will continue to be bound by it. If _____ terminates this agreement because **mhca** makes a material change, **mhca** will refund a pro rata portion of the annual fee _____ paid based on the number of months this agreement has been effective. **mhca** will not refund any other fee _____ may have paid or expenses _____ may have incurred. _____ may not change any of the terms of this agreement without our written consent.

FEES FOR USE OF PROPRIETARY WORKS AND TERMS OF PAYMENT

Fees for use of Proprietary Works will be assessed annually and are payable in full within 10 days of the renewal date of the agreement. **mhca** members do not pay a fee for use of Proprietary Works. However, non-members have a \$500.00 fee when the agreement is initiated and annually thereafter. Additionally, **mhca** anticipates that _____ will incur expenses to submit your data and to receive reports. These current charges are identified on the attached Addendum "A."

CHANGES TO PROPRIETARY WORKS

mhca has the right to change the Proprietary Works at any time without _____'s consent. _____ may not make changes to the Proprietary Works without our prior written consent.

TERMINATION

_____ may not terminate this agreement other than for the reasons specifically described in this agreement giving _____ the right to terminate. **mhca** may terminate this agreement at any time if _____ does not comply with its terms. If **mhca** terminates this agreement for _____'s failure to comply with its terms, _____ will not be entitled to a refund of any fee paid or expenses incurred. Otherwise, this agreement automatically renews with payment of annual fee.

NOTICES

Any notices to us shall be sent to Chief Executive Officer, **mhca**, 1876 Eider Court, Suite A, Tallahassee, Florida 32308 and any notices to _____ shall be sent to _____ at _____.

GOVERNING LAW AND VENUE

This agreement shall be construed in accordance with the laws of the state of Florida. In the event any controversy arises out of this agreement, we both will submit the controversy to binding arbitration in accordance with the Florida Arbitration Rules. Arbitration shall be held in the city of Tallahassee, Florida.

WAIVER OF BREACH

If either of us waives a violation of this agreement by the other, that waiver is not a waiver of any subsequent violation or non-compliance.

CONSTRUCTION AND INTERPRETATION

In the case of any ambiguity in the terms and conditions of this agreement, we both agree that any court construing, interpreting, or enforcing it, shall not construe it against either of us for the reason that it was drafted by one of us.

ENTIRE AGREEMENT

This writing represents the entire agreement of the parties as to its subject matter. There are no other oral or written agreements relating to the subject matter of this agreement. This agreement may be modified only in writing. It is effective continuously so long as **mhca** membership is enforce or annual fees are received by **mhca** by the agreement renewal date as determined by the date of the last of us to sign.

Mental Health Corporations of America, Inc.

BY: Chief Executive Officer

Date Signed

BY: Chief Executive Officer

Date Signed
