



Supporting equitable and quality mental health care in Jackson County.

CMHF Star Rating System (SRS) License Agreement

The Jackson County Community Mental Health Fund d/b/a Community Mental Health Fund (“CMHF”) is a Missouri public resource organized pursuant to RSMo Chapter 205 and JCC Chapter 86. CMHF is willing to grant you, or, if you represent an entity or other organization, that entity or organization, (in either case, “You”) a limited license as set forth herein on the condition that You accept and agree to be bound by the terms of this License Agreement (this “Agreement”).

License.

- a. Subject to Your compliance with the terms and conditions of this Agreement, CMHF hereby grants to You a non-exclusive, royalty-free, worldwide, non-transferable, non-sublicensable, limited license to download, reproduce, distribute, and display the Work, and to create but not to publicly distribute or display derivative works based on the Work, solely for [noncommercial] use of the Star Rating System for assessing and improving the services and performance of mental health organizations.
- b. The license granted in this Section 1 is subject to and conditioned upon the conditions and restrictions set forth in Section 2. All rights not expressly granted to You are reserved by CMHF.

Conditions and Restrictions.

- a. In no event shall You remove or otherwise alter any existing copyright notice, copyright management information, trademark and/or other indicator of source displayed in or otherwise incorporated into the Work. Any use of the Work by You that does not properly attribute ownership of the Work to CMHF is expressly prohibited.
- b. If You reproduce, distribute, display, and/or create derivative works based on the Work, You shall retain and/or include the following in each such instance: Attribution and identification of CMHF as the owner of the Work in a commercially reasonable manner; A copyright notice; and A notice that refers to this Agreement, including a URL or hyperlink to the extent reasonably practicable.
- c. You are expressly prohibited from charging a fee for use of the Star Rating System or otherwise providing access to the Work. Notwithstanding, nothing in this Agreement prohibits the charging of a fee for the provision of services, consultancy or advice in connection with assessing and improving the services and performance of mental health organizations, whether or not the Work is used or referenced in the provision of such services, consultancy or advice.
- d. Except as expressly provided herein, You shall not reproduce, distribute, perform, display, or create derivative works based on the Work without the express written consent of CMHF. CMHF may grant or deny such consent in its sole discretion and upon any further conditions CMHF may deem appropriate, including, but not limited to, the right to inspect and have prior approval of any alterations or derivative works.

Acknowledgements.

- a. You understand and agree that the Work and the contents thereof are informational and educational in nature and are intended to advance the importance of cultural competence in the provision of behavioral health services. The Work is not intended to be used to, and does not, alter any obligations of any organization including without limitation any regulatory, accreditation, reporting, funding or other requirements.
- b. You understand and agree that any rating attained under the Star Rating System and/or the Work does not offer a specific benefit of any kind, including without limitation any regulatory, accreditation, reporting, funding, or other benefit.

Disclaimer of Warranty and Limitation of Liability.

- a. Unless otherwise separately and expressly undertaken by CMHF, to the fullest extent permissible by law, CMHF offers the Work as-is and as-available, and makes no representations or warranties of any kind concerning the Work, whether express, implied, statutory, or otherwise.
- b. In no event will CMHF be liable to You on any legal theory (including, without limitation, negligence) or otherwise for any direct, special, indirect, incidental, consequential, punitive, exemplary, or other losses, costs, expenses, or damages arising out of this Agreement or use of the Work, even if CMHF has been advised of the possibility of such losses, costs, expenses, or damages.

Ownership of Intellectual Property.

The copyright(s), trademarks, and any and all other right, title or interest in and to the Work, and any and all derivative works thereof, shall be, remain and constitute the sole and exclusive property of CMHF or CMHF's designee and You shall acquire no rights thereto other than the limited license rights granted herein.

Term and Termination.

- a. This Agreement shall continue in effect until terminated as set forth herein, or by either party, with or without cause, on thirty (30) days' written notice.
- b. Notwithstanding Section 6(a), this Agreement shall immediately terminate in the following cases: (i) if You cease use of the Work; (ii) if You violate any of the conditions or restriction set forth in Section 2; (iii) if You otherwise materially breach this Agreement; or (iv) if a petition in bankruptcy is filed by or against You and not dismissed within sixty (60) days, or You are adjudicated bankrupt. Upon any such termination You shall have no further rights hereunder, and neither this Agreement nor any right or interest herein shall be deemed an asset in any insolvency, receivership, and/or bankruptcy.

c. Upon the expiration and/or termination of this Agreement, all rights granted to You hereunder shall immediately cease and terminate and revert to CMHF without assignment or any other action on the part of You or CMHF.

d. Upon the expiration and/or termination of this Agreement, You will promptly discontinue, and shall cause any permitted sub-licensee to promptly discontinue, any and all use of the Work.

Miscellaneous.

a. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, then the remaining provisions of this Agreement shall remain in full force and effect to the greatest extent permitted by law.

b. The failure or delay of either party to exercise any right or power it has under this Agreement or to enforce any provision of this Agreement shall not constitute a waiver of such right, power, or provision. If a party waives any breach or covenant of this Agreement, such waiver shall not be construed to be a waiver of any succeeding breach or any other covenant.

c. The provisions of this Agreement shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns of the parties, and shall be binding upon their heirs, executors, administrators, successors and permitted assigns.

d. This Agreement sets forth the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, arrangements and understandings, written or oral, as to the subject matter hereof. The terms of this Agreement may not be amended, modified, waived, or discharged except by a written agreement signed by the duly authorized representatives of each party.

e. This Agreement shall be governed by and construed in accordance with the laws of the United States and the laws of the State of Missouri. Any legal action concerning this agreement may only be brought in the state or federal courts for Jackson County, Missouri. Each party expressly consents to the exclusive jurisdiction and venue of those courts.