

# SAMPLE

COUNTY OF CHATHAM     )  
  )  
STATE OF GEORGIA     )     CENTER OF EXCELLENCE (COE) AGREEMENT

This Agreement (the "COE Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Savannah Family Institute, Inc., a Chatham County, Georgia corporation (hereinafter referred to as "SFI") and \_\_\_\_\_, a \_\_\_\_\_ corporation (hereafter referred to as "COE"), located in \_\_\_\_\_ County, STATE.

## RECITALS

**WHEREAS**, SFI has developed unique therapeutic modalities for the treatment and parenting of adolescents who are experiencing severe emotional problems and/or who are exhibiting severe behavior problems such as oppositional defiant and conduct disorder behavior problems; and

**WHEREAS**, SFI has developed and offers educational and training workshops for psychotherapy and counseling professionals pursuant to which such professionals are trained in the use and administration of SFI's Parenting with Love and Limits® System of Care ("PLL"); and

**WHEREAS**, SFI has developed certain proprietary written and audio-visual materials which SFI uses and distributes in connection with its educational and training workshops and which is otherwise available for purchase through SFI (the "SFI Proprietary Information");

**WHEREAS**, COE desires that SFI offer its educational and training workshops to specific mental health professionals employed by or affiliated with COE (the "Trained Professionals") who will handle referrals to COE of juveniles and their families for therapy in accordance with PLL; and

**WHEREAS**, SFI and COE agree that, based on the conditions set forth herein, SFI should grant COE a license pursuant to which COE and its Trained Professionals may use PLL and the SFI Proprietary Information to educate the parents and treat the juveniles referred to COE by the \_\_\_\_\_ County Juvenile Courts and other service agencies in the community, such as the Cooperative Extension Services, Department of Children and Family Services, and the like.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

### 1. Definitions

#### a. New Family or Families

"New Family" is defined as any individual youth, parent, legal guardian, or caretaker that begins either the PLL Group Therapy or PLL Family Therapy program, whether they complete two or all six parenting groups or family therapy after-care sessions. A "New Family" is still considered "new" even if the individual youth, parent, legal guardian, or caretaker terminates the group therapy or family therapy sessions prematurely after two or more sessions. However, if one or more families drop out for a time and then return to the program within the term of this agreement, those families will each count as one and only one "New Family."

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b. COE

The term COE refers to \_\_\_\_\_, its officers, therapists, employees, independent contractors or other agents involved in the use of SFI Models or Proprietary Information.

2. Obligations of SFI

a. COE Certification Training

SFI agrees to conduct a five-day certification training course (the "Training") for COE at COE's facilities in CITY, STATE (or at such other location upon which the parties shall mutually agree). The dates for the Training will be mutually agreed upon between the parties. SFI will train up to NUMBER (X) of COE's mental health professionals during the Training in both the PLL Group Therapy Model and the PLL Family Therapy Model. During the term of this agreement, should either SFI or COE become concerned that the Trained Professionals' caseload is compromising treatment fidelity, or should any of COE's Trained Professionals become unavailable to COE, then SFI will certify new COE mental health professionals as needed according as provided for herein on conditions set by SFI (see Para. 2.d. infra).

b. Ongoing Supervision by SFI

SFI personnel, or contractors designated by SFI, shall engage in periodic telephone supervision, as defined below, with the licensed Trained Professionals using PLL. The schedule for this supervision will be a minimum of two (2) hours and a maximum of three (3) hours per month (depending upon clinical need as determined by SFI) for ten (10) months of the year. Supervision will cover the application of both the PLL Group Therapy and PLL Family Therapy models. COE will bear the telephone costs for the telephone supervision. SFI's responsibilities in supervision and fidelity training are set forth in SFI's published Supervision Guidelines, copies of which will be furnished to COE by SFI. "Supervision," as that term is used in this paragraph, refers only to SFI's limited process of attempting to determine that COE is generally utilizing PLL correctly, and does not mean that SFI is making any decision with respect to COE's treatment of any specific patient or family member.

c. Site Visit by SFI

During the term of the COE Agreement, SFI personnel, or contractors designated by SFI, shall make one (1) annual one-day visit to COE's site (the "Site Visit") to observe a random sample of the Trained Therapists conducting Family and Group Therapy and to consult with the Trained Therapists on any pertinent issues related to the running of the PLL program. The site visit(s) will be scheduled at dates and times mutually agreed upon between the parties. COE may request additional site visits during the year for an additional cost.

d. New Staff Training

Should COE desire to replace or increase its number of licensed Trained Professionals, SFI will offer new staff training at a place and on dates of SFI's choosing, at the cost of \$2,500.00 per Trained Professional, plus the cost of the materials listed in Para. 3.f(1).

3. Obligations of COE

a. License Fee

COE shall pay SFI a minimum annual License Fee of \$ \_\_\_\_\_, which will license COE

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for up to [REDACTED] New Families. COE shall pay the License Fee to SFI according to the following schedule:

- o Beginning of license year – \$ [REDACTED] minimum annual License Fee
- o End of license year – If the number of New Families in the year exceeds [REDACTED], COE will pay [REDACTED] for each New Family in excess of [REDACTED].

SFI will bill COE for these payments and COE will pay such bill(s) within fifteen (15) business days of receipt of same.

b. COE Reimbursement of SFI Expenses and Other Costs.

(1) General

In addition to the payment to SFI of the fees set forth in Section 3(a) hereof, COE agrees to reimburse SFI for certain costs and expenses incurred by SFI and its representatives as set forth in this Section 3.b. SFI agrees to deliver to COE, within fifteen (15) business days following SFI's expenditure, an invoice for all such costs and expenses. If COE requires original expense invoices, it agrees to notify SFI in writing of same prior to the start of the Trainings. COE agrees to remit payment in full to SFI within fifteen (15) business days following receipt of such invoice.

(2) Shipping and Handling Costs

COE agrees to pay for all shipping and handling costs incurred by SFI in connection with all deliveries of the SFI Proprietary Information to COE.

(3) Travel and Hotel Expenses

COE agrees to pay for the following travel expenses incurred by each SFI trainer in connection with the Training or any subsequent Site Visits or new staff trainings:

- Round-trip airfare (coach class) to the Training,
- Accommodations at the site of the Training or within a reasonable distance thereto,
- Rental car and fuel (or such equivalent transportation as shall be mutually agreed upon by the parties), and
- A per diem meal allowance (\$35 per full day; \$20 per partial day).

(4) Other Costs

COE will be responsible for all other costs and tasks associated with providing the Training, including, but not limited to, any costs associated with the site of the Training and with the reproduction of handout materials.

(5) Audio-Visual Needs

SFI will provide to COE, by no later than the 15th day prior to the first day of the Training, a list of all equipment and supplies needed by SFI at the Training (including, but not limited to, a LCD projector, a DVD player, a VCR and a viewing screen of sufficient size as to be easily viewed by all trainees). COE agrees to provide, at its sole cost and expense, the requested equipment and supplies and to have all the equipment and supplies delivered to and set up at the location where the Training will be held. In the event certain equipment or supplies requested by SFI is not available, COE shall provide a reasonable equivalent thereof and shall notify SFI as soon as reasonably possible of the substitution.

(6) Continuing Education Credit

If continuing education credit will be offered to the Trained Professionals, COE agrees to secure

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approval from the appropriate organizations. SFI agrees to provide to COE, upon COE's written request, any information (including, but not limited to, workshop narratives, agendas, learning objectives, presenter credentials) as may be reasonably necessary for COE to obtain such approval.

c. Permissible Treatment

The licensed Trained Professionals may see any individual youth (and his or her family) who is between the ages of ten (10) and eighteen (18) with diagnoses of substance abuse, ADD, oppositional defiant disorder, conduct disorder, or depression, or who has any type of symptoms indicating an emotional or behavioral problem, as identified by criteria provided by The Diagnostic and Statistical Manual of Mental Disorders-IV (DSM).

d. Clinical Performance

COE agrees to use its best efforts to apply PLL in accordance with SFI's standard published "Center of Excellence Operations Manual" and Supervision Manuals for both Group Therapy and Family Therapy. In addition, should SFI, during supervision as set forth in this COE Agreement, determine in consultation with the COE clinical supervisor that any licensed Trained Professional has violated the applicable code of ethics of their professional discipline [for example, for Marriage and Family Therapists, the AAMFT (American Association of Marital and Family Therapy)], has failed to complete and submit the required supervision forms on either the PLL Group Therapy or Family Therapy Models, has performed consistently below average during phone supervision, has shown consistently high attrition (dropout) rates (in excess of 40%) in either PLL Group Therapy or Family Therapy, has treated or is treating New Families at a rate substantially below SFI's clinical minimum of twenty-four (24) per year, or has missed scheduled Supervision sessions, failed to provide a case for supervision review, or arrived late or left early in any combination of three (3) or more Supervision sessions in a year, then SFI may, at its sole option, require that COE remove that person as a licensed Trained Professional; provided, however, that SFI will first provide the licensed Trained Professional with written notification of the deficiency and allow sixty (60) days for correction of same. If satisfactory correction is not achieved, COE shall remove this Trained Professional from the PLL program. Should COE fail to remove this Trained Professional, COE will forfeit its License and this agreement will terminate.

e. COE Operating Reports and SFI Audit Rights

COE will provide SFI, 72 hours prior to each supervision session, and also within three (3) business days after the end of each quarter, an updated written report of all New Families in a form satisfactory to SFI. SFI will provide COE with forms for the purpose of this reporting. In addition, COE will make available for SFI's inspection and copying at COE's place of business, upon reasonable notice of at least five calendar days, all business records showing New Families. Alternatively, COE agrees to copy the requested records and send them to SFI within the minimum notice period stated above. SFI will reimburse COE for the copying costs.

f. Purchase of SFI Materials

COE shall utilize PLL only in conjunction with authorized SFI printed materials and authorized techniques. Accordingly, each new COE client in either SFI program, whether paying or non-paying, and whether the therapy is with the PLL Group Therapy or the PLL Family Therapy sessions,

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must receive the entire SFI kit of materials before beginning the PLL program. COE agrees to purchase the following SFI materials at the prices listed below:

(1) For the Training, for each COE therapist:

- o One PLL Center of Excellence Certification Kit, including
  - 1 Parenting Your Out-of-Control Teenager book
  - 1 PLL Group Therapy Leader's Guide
  - 1 PLL Class Video on DVD
  - 1 PLL Level 2 Parent Workbook
  - 1 PLL Level 2 Teen Workbook
  - 1 PLL Course Announcement Poster
  - PLL Group Therapy Overheads (file download)
  - 1 Survival Kit Study Guide
  - 1 Survival Kit Video on DVD

\$324.00 per trainee

(2) For each New Family:

- o One set of PLL Materials, including
  - 1 Parenting Your Out-of-Control Teenager book
  - 1 PLL Level 2 Parent Workbook
  - 1 PLL Level 2 Teen Workbook
  - 1 Survival Kit Study Guide

\$54.00

Payment terms for SFI materials invoices are net 10 days.

g. Outcome Studies

SFI will provide expertise in setting up the outcome studies. SFI will perform the statistical analysis for COE at no additional charge; or at COE's sole option, COE can select its own statistician. COE is responsible for identifying and selecting its own research assistant(s) who will perform the data collection necessary for outcome studies of the family and individual therapy conducted by COE utilizing PLL. SFI will recommend specific research instruments, but is not responsible for the purchase of such instruments.

h. Signs

COE will, at COE's expense, procure and prominently display a minimum of two signs indicating that COE is a licensed PLL Center of Excellence. One of these signs must be displayed on the outside of COE's building near the main entrance, while the other must be displayed prominently inside COE's building, preferably in a lobby or waiting area. The minimum dimensions of the signs is 24 inches by 18 inches, but can be larger if COE so desires. SFI will provide to COE, at no cost to COE, the standard artwork for these signs in electronic format suitable for manufacturing the signs. Only standard artwork provided by SFI will be displayed on these signs. Sign materials must be suitable for the application (for example, no poster board signs used as external signage). Signs must remain clean and in good repair.

i. Insurance and Suit

Both parties agree to maintain malpractice insurance coverage covering their liability to children and

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parents arising out of PLL counseling, therapy or treatment by COE. Both parties waive the right to maintain any action for indemnity or contribution against the other party in the event a malpractice lawsuit is filed against either party.

## 4. License

### a. License and Renewal

With the restrictions set forth in paragraph 4.f, below, and based upon COE's performance of its duties under this COE Agreement, COE has been granted an exclusive, non-transferable license to use PLL and the SFI Proprietary Information to educate parents and treat juveniles (the "License") ; provided, however, that COE's license is exclusive only with regard to parents and juveniles referred to COE by the [REDACTED] County Juvenile Courts and other service agencies in the community, such as the Cooperative Extension Services, Department of Children and Family Services, and only within [REDACTED] County, STATE. The License was effective as of the date of COE's first use of PLL, and shall expire on the first anniversary of conclusion of the Training under this agreement. COE is not permitted to lease, sell, distribute, photocopy, or sub-license any of the SFI Proprietary Information or trade secret techniques to any other users, except for the purposes hereinafter set forth, without the express written permission of SFI. This COE Agreement does not grant to COE any proprietary interests or rights to the copyrights, service marks, trademarks, or trade secrets described herein, which COE acknowledges are owned exclusively by SFI. Within thirty (30) days prior to expiration of the License, SFI may extend to COE an option to renew the existing License based upon certain conditions specified by SFI in writing.

### b. Early Termination of the Agreement by Either Party

SFI may terminate this agreement and COE's License for any material breach of this COE Agreement by COE, including the various reasons set forth in paragraph 3 above: (1) failure to pay license fees or reimbursable expenses (paragraphs 3.a. and b.); (2) violation of permissible treatment (paragraph 3.c.); (3) material breach of Clinical Performance standards (paragraph 3.d.); (4) failure to provide updated COE Operating reports to SFI (paragraph 3.e.); (5) failure to use and purchase SFI materials (paragraph 3.f.); and (6) failure to collect all data required for the outcome studies, or failure to submit completed reports on such studies without prior written approval (paragraph 3.g.). COE may terminate this agreement and COE's License for any material breach of this COE Agreement by SFI. Before either party may terminate; however, that party must first provide written notice to the other party of the material breach, and allow sixty (60) days for correction of the material breach. Termination or notice of material breach is only effective by proper written notice pursuant to paragraph 5.a. of this agreement.

### c. Restriction to Trained Professionals

COE's License is restricted to the specific mental health professionals who attend the Training conducted by SFI under this COE Agreement. Each of these Trained Professionals must execute a Mutual Non-Disclosure Agreement similar to the form set forth in Exhibit "A" hereto.

### d. Acknowledgment of Proprietary Rights

COE acknowledges that SFI has a proprietary interest in all of the printed and/or audiovisual materials hereinafter described and being more specifically set forth as follows:

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- (1) Ownership of the service mark *Parenting with Love and Limits*<sup>®</sup> which identifies SFI's training and educational services of its treatment modality;
- (2) Ownership of the trademark *Parenting with Love and Limits*<sup>®</sup> which identifies its printed and audiovisual materials, including the Leader's Guide, Parent and Teen Workbooks, Survival Kit Study Guide, Supervisory Manuals, and Videos on either VHS tape or DVD.
- (3) Copyright ownership in all of the printed and audiovisual materials distributed by SFI and/or used in training sessions in PLL; and
- (4) The structure, sequence and techniques described in the PLL printed materials are the valuable trade secrets of SFI, and are owned exclusively by SFI.

e. Proprietary Materials

The materials provided to COE described above include some or all of the following:

- (1) *Parenting with Love and Limits*<sup>®</sup> Group Therapy Leader's Guide;
- (2) *Parenting with Love and Limits*<sup>®</sup> Parent and Teen Workbooks;
- (3) *Parenting with Love and Limits*<sup>®</sup> Group Therapy Class Video;
- (4) SFI Survival Kit Study Guide;
- (5) SFI Survival Kit Video.

f. General Restrictions and Requirements

As additional consideration for the granting of this non-exclusive license to COE, COE agrees to abide by the following additional restrictions and requirements:

(1) Only trained mental health professionals permitted

COE agrees not to train any other counselors using the PLL modality, whether professional or lay, either within COE's organization, or outside COE's organization, without the express written permission of SFI. COE's Trained Professionals who perform PLL Family Therapy and those who serve as the primary facilitator for PLL Group Therapy must have at least a Master's degree in counseling. PLL Group Therapy co-facilitators who are working with a Master's level facilitator are not required to have a Master's degree in counseling.

- (2) COE agrees not to copy or distribute to third persons any part or portion of SFI material described in paragraph 3.e. herein because the material is copyrighted.

g. Breach Deemed Infringement

Any violation or breach of the Proprietary Information terms and restrictions of this Licensing COE Agreement by COE shall be deemed to be not only a breach of contract resulting in the termination of this Licensing COE Agreement, but shall also be deemed to be an infringement of SFI's copyright, and SFI shall have the right to exercise all remedies available to SFI under the copyright laws of the United States and/or the State of Georgia.

h. Limited Warranty

SFI in no way warrants or guarantees that its Proprietary Materials, certification training, and/or subsequent family therapy will provide any psychotherapeutic cure or psychotherapeutic solution or resolution, for any adolescent and his or her parents as a result of attending the family or group therapy and/or making use of SFI's Proprietary Materials. SFI represents to COE only that, when used and conducted properly, its Proprietary Materials and family therapy techniques, can help

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parents understand and better deal with their adolescent child's behavior problems. SFI SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER IMPLIED TERMS ARE EXCLUDED.

5. Miscellaneous Provisions.

a. Notices

All notices and other communications relating hereto shall be in writing and shall be served by personal delivery, commercial messenger or courier service, certified or registered mail (return receipt required), confirmed telephone facsimile, to the part at its address or fax number appearing below, or to such other address or fax number as specified by notice by such party to the other parties hereunder. Except as otherwise provided in this COE Agreement, service of any such notice shall be deemed effective on the earlier of the day of (i) actual delivery, or (ii) seventy-two (72) hours after deposit in the United States mail, registered or certified, or (iii) receipt of fax confirmation. The addresses of both parties are:

**SFI:**

Barry W. Lee  
Vice President - Operations  
Savannah Family Institute, Inc.  
161 Passaic Lane  
Richmond Hill, GA 31324  
Tel: (912) 727-2840  
Fax: (912) 727-2847  
barry@gopll.com

**COE:**

NAME  
TITLE  
AGENCY  
ADDRESS  
CITY, ST ZIP  
Tel: (XXX) XXX-XXXX  
Fax: (XXX) XXX-XXXX  
EMAIL ADDRESS

b. Interpretation

The headings contained in this COE Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of the COE Agreement.

c. Counterparts

This COE Agreement may be executed by facsimile and in one or more counterparts, all of which shall be considered one and the same COE Agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart.

d. Entire COE Agreement

This COE Agreement constitutes the entire COE Agreement between the parties with respect to the subject matter hereof and supersedes all prior COE Agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

e. Successors and Assigns

This COE Agreement shall be binding upon and enforceable against the parties and their



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successors and assigns.

f. Waiver or Amendment

No waiver or modification of this COE Agreement will be binding upon any party unless made in writing and signed by a duly authorized representative of such party. No failure on the part of SFI to exercise, and no delay in exercising, any right shall operate as a waiver thereof, nor shall any single or partial exercise by SFI of any right preclude any other or future exercise thereof or the exercise of any other right.

g. Unenforceable or Void Provisions

In the event that any provision of this COE Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this COE Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to affect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this COE Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

h. Governing Law

This COE Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. Each of the parties here irrevocably consents to submit any dispute hereunder to binding arbitration in accordance with the Georgia Arbitration Code, O.C.G.A. 9-9-1, et seq.

i. Attorney's Fees

SFI shall be entitled to recover its reasonable cost of litigation, including attorney's fees, in any action brought relating to the enforcement of any provision of this COE Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first set forth above.

SAVANNAH FAMILY INSTITUTE, INC.  
A Georgia Corporation

COE: AGENCY NAME

Signed:

Signed:

By: Barry W. lee  
Title: Vice President - Operations

By: NAME  
Title: TITLE

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

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



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- d. not to copy or reverse engineer, or attempt to derive the composition or underlying information, structure or ideas of any such Proprietary Information; and
- e. to have each of its Representatives who is given access to any such Proprietary Information execute an agreement substantially similar to this Agreement.

### 3. Disclosures Pursuant to Court Order

MHP may make disclosures required by court order provided that (i) SFI is promptly notified at least one (1) week in advance of such disclosure if possible; and (ii) reasonable efforts are undertaken to limit disclosure and to obtain confidential treatment or a protective order and (iii) SFI is allowed, to the extent permitted by law, to participate in the proceeding in which the court order is to be issued.

### 4. Voluntary Disclosure Prohibited

The parties hereto acknowledge that nothing herein (i) requires the disclosure of any Proprietary Information which shall be disclosed, if at all, solely at the option of MHP or (ii) requires MHP to proceed with any proposed transaction or business relationship in connection with which Proprietary Information may be disclosed.

### 5. Return of Proprietary Information

Immediately upon a request by SFI at any time, MHP will turn over to SFI all Proprietary Information including, but not limited to, all documents or media containing any such Proprietary Information and any and all copies of extracts thereof as well as any documents or media prepared by MHP which are directly related to the SFI's Proprietary Information.

### 6. Injunction and Attorney's fees

Both parties agree that, due to the unique nature of SFI's Proprietary Information, there can be no adequate remedy at law for any breach of MHP's obligations hereunder, and that any such breach or any unauthorized use or release of any Proprietary Information will allow MHP (or third parties) to unfairly compete with SFI resulting in irreparable harm to SFI. Therefore, MHP agrees that, upon any such breach of this Agreement or any threat thereof, SFI shall be entitled (i) to appropriate equitable relief in addition to whatever remedies SFI might have at law and (ii) to be indemnified by MHP from any loss or harm (including, without limitation, expenses of litigations, including reasonable attorney's fees) in connection with any breach or enforcement of MHP's obligations hereunder or the unauthorized use or release of any Proprietary Information. MHP shall notify SFI in writing immediately upon the occurrence of any such unauthorized release or other breach of which it is aware.

### 7. Notices

All notices and other communications relating hereto shall be in writing and shall be deemed given if delivered personally or by commercial messenger or courier service, or mailed by registered or certified mail (return receipt required) or sent via facsimile (with acknowledgement of complete transmission) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice), provided however, that notices sent by mail will not be deemed given until received:

<u>SFI</u>	<u>MHP</u>	
Barry W. Lee	Name:	
161 Passaic Lane	Address:	
Richmond Hill, GA 31324	City/ST/ZIP:	
Telephone: (912) 727-2840	Telephone:	
FAX: (912) 727-2847	FAX:	
Email: <a href="mailto:barry@gopll.com">barry@gopll.com</a>	Email:	

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8. Counterparts

This Agreement may be executed by facsimile and in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart. The obligations contained herein shall continue for a period of two years.

9. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supercedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

10. Waiver

No waiver or modification of this Agreement will be binding upon any party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right will be deemed a waiver.

11. Severability

In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia regardless of the laws that might otherwise govern under applicable principles of conflicts of laws. Each party hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of the parties in the negotiation, administration, performance and enforcement hereof.

13. Arbitration

Each of the parties here irrevocably consents to submit any dispute hereunder to binding arbitration in accordance with the Georgia Arbitration Code, O.C.G.A. 9-9-1, et seq.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year set forth below.

SAVANNAH FAMILY INSTITUTE, a Georgia Corporation		MHP	
By:	_____	By:	_____
Title:	Vice President – Operations	Title:	_____
Date:	_____	Date:	_____