

## SERVICES AGREEMENT

This Services Agreement (“Agreement”) is entered into as of September 23, 2019 by and between Juvenile Welfare Board of Pinellas (“JWB”) and The REACH Institute: Resource for Advancing Children’s Health Institute (“REACH”), a non-profit corporation organized under the laws of Delaware. JWB and REACH are sometimes referred to herein, individually, as a “Party” and, collectively, as the “Parties.”

WHEREAS, JWB desires to offer REACH’s Mini-Fellowship in Patient-Centered Mental Health in Pediatric Primary Care (“PPP”) program about the safe and effective use of proven psychiatric medications for children to medical professionals in St. Petersburg on January 24-26, 2020.

NOW, THEREFORE, in consideration of the promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions.** The terms defined parenthetically or otherwise in this Agreement, including in Attachment A, Attachment B and Attachment C shall have the meanings there attached. Defined terms may be used in the singular or plural.
2. **Scope of Work:** REACH will perform the services as described in Attachment A (the “Services”).
3. **Term and Termination:** This Agreement shall terminate upon completion of the Program; however, either Party may terminate this Agreement, with or without cause at any time, by giving advanced written and verbal notice to the other Party. Each Party shall be responsible for its obligations accrued up through the date of termination.
4. **Consideration:** JWB agrees to pay REACH up to \$66,486 for services rendered according to the Statement of Work that is outlined in Attachment B, over the Agreement period, subject to the availability of funds. The billable rate shall include all expenses including, but not limited to, hours worked, supplies, travel, etc. Payment schedule for the Services rendered by REACH under this Agreement shall be as set forth in Attachment B. As described in Attachment B, JWB will pay REACH in 3 payments according to the amount and schedules set forth therein. As noted in Attachment B, Payment 3 shall be subject to an increase for any additional training costs or follow-up performed by REACH outside of the scope of work and detailed in writing to JWB and approved by JWB in writing.

### 5. Method of Payment

- a. Invoices shall be submitted timely and only for deliverables per this Agreement. Invoices must be accompanied by the appropriate documentation as prescribed by JWB. The final invoice must be received by JWB no later than fifteen (15) days after this Agreement expires.
- b. JWB shall reimburse REACH for allowable expenses within thirty (30) days of receipt of REACH’s proper invoice, as provided in Florida Statutes Chapter 218 Part VII.
- c. To be deemed proper, all invoices must contain: (a) name and address of the Contractor; (b) invoice date; (c) the deliverable number and task letter or number associated with the good/service delivered; (d) an accurate description of goods and/or services delivered; (e) the correct quantity, unit price and total cost of goods and services delivered; (f) purchase

order number and any discounts, when applicable; and (g) address to which payment should be mailed

6. **Use of Intellectual Property.** The Parties agree that rights of each Party in and to the intellectual property contained in or related to the PPP program shall be governed by the terms set forth in Attachment C, which is attached hereto and incorporated herein.
7. **Independent Contractor:** It is understood and expressly agreed by the parties that REACH is acting as an independent contractor in performing the Services hereunder. This Agreement does not create a joint venture, partnership, or an employer-employee relationship. REACH and JWB specifically agree not to hold themselves out as employees or agents of the other Party.
8. **Disclaimer.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, REACH OFFERS THE SERVICES AS-IS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE SERVICES OR THEIR SUITABILITY. REACH HEREBY DISCLAIMS ALL WARRANTIES WITH REGARD TO THE SERVICES, INCLUDING BUT NOT LIMITED TO ALL EXPRESS, STATUTORY, AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, OR WITH RESPECT TO THE ABSENCE OF LATENT OR OTHER DEFECTS, ACCURACY, RELIABILITY, CORRECTNESS OR COMPLETENESS OF THE SERVICES OR THE PRESENCE OF ABSENCE OF ERRORS, WHETHER OR NOT DISCOVERABLE. JWB AGREES THAT IT HAS NOT RELIED ON ANY WARRANTIES, REPRESENTATIONS OR STATEMENTS ABOUT THE SERVICES.
9. **Limitation of Liability:** THE LIABILITY OF REACH OR ITS EMPLOYEES, CONTRACTORS, MEMBERS, MANAGERS, OFFICERS, SHAREHOLDERS, AFFILIATES, SPONSORS, AGENTS AND DIRECTORS (THE "REACH ENTITIES") UNDER THIS AGREEMENT IS LIMITED TO THE AMOUNT OF PAYMENTS RECEIVED UNDER THIS AGREEMENT. IN NO EVENT SHALL THE REACH ENTITIES BE LIABLE TO JWB ON ANY LEGAL THEORY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES THAT RESULT FROM OR ARISE OUT OF THIS AGREEMENT OR THE SERVICES RENDERED BY REACH. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON INFRINGEMENT, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF THE REACH ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.
10. **Indemnification:** REACH shall defend, indemnify, and hold harmless JWB, its agents, and employees from and against any and all liabilities, claims, judgments, or actions including, but not limited to, attorney's fees and all costs that may hereafter at any time be made or brought by any person or entity on account of any claim including but not limited to, personal injury, property damage, loss of monies, civil rights violation, or discrimination allegedly caused in whole or part by any act or omission, including but not limited to, breach of contract, negligent act, wrongful act, intentional act, omission, and any acts of fraud or defalcation, of REACH, its agents, employees, or subcontractors, arising out of or relating to its performance of this Agreement or for REACH's failure to comply with F.S. 119 or any other applicable law, rule or regulation. In no event will

REACH be liable for or have any obligation to defend JWB against such liability, claims, judgments, or actions, including costs and attorney's fees, arising out of the sole negligent acts of JWB. This provision survives termination of the Agreement.

**11. Certification that REACH is legally able to contract with JWB:** In compliance with F.S. 287.135(a), an entity is ineligible to and may not enter into a contract with JWB if the entity is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 or, is engaged in a boycott of Israel. In compliance with F.S. 287.135(b), for contracts of \$1 million or more, an entity is ineligible to and may not enter into a contract a contract with JWB if the Provider (1) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, created pursuant to s. 215.473 or, (2) is engaged in business operations in Cuba or Syria. By entering into this Agreement, REACH certifies that it is eligible to contract with JWB and are not participating in a boycott of Israel, are not on the Scrutinized Companies with Activities in Sudan List, are not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that REACH does not have business operations in Cuba or Syria. In addition, this Agreement may be terminated if REACH(1) has been found to have submitted a false certification, (2) has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, (3) has been placed on the Scrutinized Companies with Activities In Sudan List or the Scrutinized Companies with Activities in The Iran Petroleum Energy Sector List; or, (4) has

**12. Public Records:**

JWB is a public entity subject to Florida's Public Records Law, which includes provisions relating to records retention, production, and confidentiality. For purposes of this section, REACH is also referred to as Contractor.

**IF REACH HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO REACH'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Juvenile Welfare Board of Pinellas County**

**14155 58th St. No., Ste. 100**

**Clearwater, FL 33760**

**(727) 453-5600**

**communications@jwbpinellas.org**

Contractors acting on behalf of JWB must comply with 119.0701 and must:

- a. Keep and maintain public records required by JWB to perform the service.
- b. Upon request from JWB's custodian of public records, provide JWB with a copy of the requested records or allow the records to be inspected or copied within a reasonable

time at a cost that does not exceed the cost provided in F.S. 119 or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if REACH does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to JWB all public records in possession of Contractor or keep and maintain public records required by JWB to perform the service. If REACH transfers all public records to JWB upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, REACH shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to JWB, upon request from JWB's custodian of public records, in a format that is compatible with the information technology systems of JWB.

However, any and all contracts between JWB and REACH, program methodology, budgets, requests for reimbursements, emails, other written correspondence and any other documents exchanged between REACH and JWB are generally public records and will be disclosed in the sole discretion of JWB and must be retained in accordance with Florida's record retention policy. REACH should not provide any documents to JWB containing Trade Secrets, as defined by F.S. 812.08, or without specifically marking such document. By submitting any documents or information whatsoever to JWB, REACH agrees that JWB may use and disclose all information and documents submitted for any purpose JWB sees fit and that it is within JWB's sole discretion to determine if any information submitted is exempt from disclosure.

If REACH receives a public records request for records pertaining to JWB REACH must advise JWB within two (2) business days' of the records request and JWB and REACH will work together to respond to any such request. This provision shall survive termination of this Agreement.

- 13. **Assignment:** JWB shall not voluntarily or by operation of law, assign or otherwise transfer its rights and obligations pursuant to the terms of this Agreement without the prior written consent of REACH. Any attempted assignment or transfer by JWB of its rights or obligations without such consent shall be void.
- 14. **Additional Training Participants:** JWB will allow REACH to include up to five additional participants, not associated with JWB, at the scheduled training. REACH will inform JWB of the attendance of additional participants no less than two weeks prior to the scheduled training. REACH will deduct \$100 dollars per additional participant in attendance at the scheduled training from the final payment (maximum deduction of \$500) to reimburse JWB for any space or food costs associated with the additional participants.
- 15. **Notices:** Notices, correspondence, billings, payments, and all other communications shall be addressed as follows:

To JWB:  
Lynda Leedy  
Chief Administrative Officer

To REACH:  
Lisa Hunter Romanelli, PhD  
Chief Executive Officer

Juvenile Welfare Board of Pinellas  
14155 58th Street, N  
Clearwater, Florida. 33760  
Phone: 727-453-5635

The REACH Institute  
404 Fifth Avenue, 3<sup>rd</sup> Floor  
New York, New York 10018  
Phone (646) 603-6891

- 16. Insurance Requirements.** The Contractor will procure, pay for, and maintain, throughout the period of this Agreement, on behalf of the Contractor and JWB, the following MINIMUM limits of insurance coverage with responsible companies, eligible to do business in the State of Florida, which maintain a rating of A-(IX) or higher with A.M. Best.

**A. Worker's Compensation**

|                         |             |
|-------------------------|-------------|
| Part One:               | “Statutory” |
| Part Two: Each Accident | \$1,000,000 |
| Disease - Policy Limit  | \$1,000,000 |
| Disease - Each Employee | \$1,000,000 |

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.

The policy must be endorsed to waive the insurer's right to subrogate against JWB, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI “Waiver of Our Right to Recover from Others” Endorsement (Advisory Form WC 00 03 13) with JWB, and its officials, officers and employees scheduled thereon.

**B. Commercial General Liability**

|   |             |
|---|-------------|
| General Aggregate                       | \$1,000,000 |
| Products/Completed Operations Aggregate | \$1,000,000 |
| Personal and Advertising Injury         | \$1,000,000 |
| Each occurrence                         | \$1,000,000 |

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida.

JWB and its officials, officers and employees shall be included as an “Additional Insured” on the Commercial General Liability coverage a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor).

**Excess or Umbrella Insurance:**

All required limits of insurance may be satisfied by the use of any combination of primary and excess/umbrella liability insurance coverages. All Certificates of Insurance for umbrella and excess liability policies should clearly indicate which underlying policies such excess or umbrella liability policies are applicable to on an excess basis.

**Evidence of Insurance:**

Contractor shall not commence work until the required insurance is in force and evidence of insurance meeting all of the requirements set forth herein has been provided to JWB.

JWB at all times reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require and the Contractor hereby agrees to provide same. An appropriate Certificate of Insurance signed by an authorized representative of the insurer shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance signed by an authorized representative of the insurer, and copies of the actual additional insured endorsement(s) as issued on the policy(ies), shall be satisfactory evidence of such insurance.

The evidence of insurance provided by Contractor must include a disclosure of the amount(s) of all deductibles or self-insured retentions applicable to any policy of insurance requiring a maximum deductible or self-insured retention under this section.

Until such insurance is no longer required by this Agreement, Contractor shall provide JWB with renewal or replacement evidence of insurance at least fifteen (15) days prior to the expiration or termination of such insurance.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to JWB, if requested by JWB, Contractor shall, within thirty (30) days after receipt of a written request from JWB, provide JWB with a certified copy(ies) of the policy(ies) providing the coverage required herein. Contractor may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required herein.

**Notice of Cancellation:**

All required policies must be endorsed to provide JWB with 30 days prior notice of cancellation.

**Primary and Non-Contributory:** The insurance provided by the Contractor shall apply on a primary basis to and shall not require contribution from, any insurance maintained by JWB. Any insurance or self-insurance maintained by JWB shall be in excess of, and shall not contribute with, the insurance provided by Contractor.

**Deductibles/Self-Insured Retentions:** Except as otherwise specifically authorized in this Agreement, no deductible or self-insured retention for any insurance required of Contractor pursuant to this Agreement will be allowed. To the extent any required insurance is subject to any deductible or self-insured retention (whether with or without prior approval of JWB), Contractor shall be solely responsible for paying any such deductible or self-insured retention.

**Non-Waiver/Remedies:** Compliance with these insurance requirements shall not limit the liability of Contractor, its subcontractors, sub-subcontractors, employees or agents. Any remedy provided to

JWB or JWB's officials, officers or employees by the insurance provided by Contractor shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Contractor) available to JWB under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Contractor shall relieve Contractor from the responsibility to provide insurance as required by this Agreement.

17. **Severability.** If any provision of this Agreement is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this Agreement, and without further action by the Parties, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.
18. **Waiver.** No term or provision of this Agreement shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the Party to be charged with such waiver or consent.
19. **Entire Agreement:** This Agreement supersedes any and all other discussions, negotiations, and representations of any kind related to the subject matter contained herein and represents the entire agreement of the Parties.
20. **Amendment:** No amendment to this Agreement shall be valid unless reduced to writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first set forth above.

JWB:

By: \_\_\_\_\_

Dr. Marcie Biddleman

REACH:

By: \_\_\_\_\_

Lisa Hunter Romanelli, PhD

## ATTACHMENT A: SCOPE OF WORK

### **REACH Responsibilities:**

#### Deliverable 1

REACH will deliver its Mini-Fellowship in Patient-Centered Mental Health in Pediatric Primary Care (PPP) to a maximum of 30 primary care providers identified by JWB and a maximum of 5 additional attendees identified by REACH on January 24-26, 2020. The training will focus on proper assessment, diagnosis and medication management for children's mental health conditions including anxiety, depression, and ADHD.

#### Deliverable 2

Following the training, all participants will be asked to attend case-based, 1-hour long conference calls two times a month for six months. Calls for two groups composed of 12-15 participants each will be scheduled for a total of 24 calls (12 per group). A REACH pediatric faculty member and psychiatry faculty member will lead each call.

REACH will collect the following evaluation data from training participants:

1. Daily Unit Questionnaire – assesses each participant's perception of the presentation quality, content quality, and practice relevance of each unit of the training workshop.
2. Overall Questionnaire - satisfaction with the overall training.
3. Knowledge and Comfort Questionnaire – assesses participant's knowledge and comfort with assessing, diagnosing, and treating child mental health problems. Completed pre-training workshop, post-training workshop, and at the conclusion of the 12 conference calls.

REACH will monitor attendance on the conference calls and distribute notes, summarizing the key points made and lessons learned on each call to all attendees and designated members of the JWB team.

#### Deliverable 3

REACH will provide Continuing Medical Education (CME) for the six-month mini-fellowship. The CME accreditor is University of Arkansas Medical School. Participants receive up to 16.25 credits for the in-person training. Participants can request an official transcript 8 weeks after the in-person training is complete. Participants receive 1 credit per learning call attended up to 12 credits. Participants can request an official transcript 8 weeks after the learning calls are complete.

### **JWB Responsibilities:**

- JWB will secure venue for the training to include any audiovisual needs.
- JWB will be responsible for breakfast and lunch for up to 30 primary care providers identified by JWB for the training and up to 5 REACH faculty members for the training.
- JWB will coordinate with the Community Health Centers Pinellas to identify the 30 primary care providers that will attend the training.
- JWB to have all participants registered by January 10th and to notify the final number to REACH by January 13 in order to provide sufficient time for delivery of books and supplies.



## ATTACHMENT B: FEE SCHEDULE

JWB will pay REACH for its services under the Agreement, according to the following payment and fee schedule (must be paid in USD):

|            | Base amount: | Due date:   |
|------------|--------------|---|
| Payment 1: | \$22,162.00  | Upon execution of the agreement and no later than September 30, 2019. |
| Payment 2: | \$22,162.00  | January 26, 2020, after completion of workshops                       |
| Payment 3: | \$22,162.00  | June 19, 2020, after completion of all conference calls               |

### NOTE:

1. Fees listed cover the following expenses for the January 24-26, 2020 training for 30 participants and up to 5 REACH participants:
  - a. Training materials for 30 participants.
  - b. Training honoraria for 4 REACH faculty members for the 3-day course.
  - c. Conference call honoraria for up to 4 REACH faculty members for the 24 scheduled calls (two faculty members lead each call).
  - d. Conference call service for the 24 scheduled calls.
  - e. REACH personnel time to coordinate the training and calls, and collect and analyze evaluation data.
  - f. Travel expenses for REACH faculty members.
2. Payment 2 shall be subject to a decrease of \$100.00 per additional participant brought to the training by REACH for a maximum deduction of \$500.00.
  - a. REACH to notify JWB of the number of REACH attendees to participate in the Mini-Fellowship in Patient-Centered Mental Health in Pediatric Primary Care by January 13<sup>th</sup>.

## ATTACHMENT C INTELLECTUAL PROPERTY OWNERSHIP AND USE

Intellectual Property. “Intellectual Property” shall mean any and all intellectual property and proprietary rights, including, but not limited to, copyrights, patents, trade names, trademarks, trade dress, service marks, trade secrets, know-how, software, technology, methodologies, and processes. Notwithstanding any language to the contrary in this Agreement, each of the Parties shall retain all right, title and interest in and to their respective Intellectual Property, and each Party acknowledges and agrees that this Agreement in no way shall be construed to grant it, or any third Party, any right or license to use, copy or otherwise exploit any Intellectual Property of the other Party, except as expressly provided herein.

REACH Training and Program Materials. The Parties agree that REACH shall be the sole and exclusive owner of the REACH training and program materials and all Intellectual Property rights therein (the “REACH Materials”). The Parties agree that any additions or modifications to, or derivative works of, the REACH Materials created by JWB or REACH during the term of this Agreement (the “New Intellectual Property”), shall become and remain the sole and exclusive property of REACH, and JWB hereby assigns any and all of its right, title and interest it may have in and to the New Intellectual Property to REACH. REACH hereby grants JWB a non-exclusive, non-transferable, royalty-free, worldwide license to use during the term of this Agreement the REACH Materials (which shall include any New Intellectual Property) to the extent necessary for JWB to conduct research studies related to the effectiveness of the PPP training program on trainee or patient outcomes. Apart from the foregoing license, JWB will not have any ownership of, license to, or other interest in the REACH Materials or any New Intellectual Property.

JWB Research Study Data, Results and Publications. All right, title and interest in or to any research or evaluation data collected, created, or otherwise produced by JWB which relates to the effectiveness of the PPP training program on trainee or patient outcomes (except to the extent such data would be deemed REACH Materials or New Intellectual Property) including without limitation any study protocols, data, results and subsequent publications related thereto (“Research Study Data”), shall be owned solely and exclusively by JWB. JWB may freely publish and disseminate the Research Study Data and shall solely determine the authorship and contents of any such publication, so long as it has otherwise complied with the license terms governing use of the REACH Materials. JWB will share with REACH any and all Research Study Data, and hereby grants REACH a perpetual, irrevocable, fully-paid, royalty-free, worldwide right and license to use the Research Study Data for any purpose. Further, REACH may reference JWB’s use of the REACH Materials in conducting any JWB research study (publicly or otherwise), provided REACH obtains JWB’s prior written approval of the proposed reference to ensure compliance with JWB’s trademark standards and to ensure none of JWB’s proprietary information is disclosed in the reference, which approval shall not be unreasonably withheld or delayed by JWB. JWB agrees to acknowledge REACH's role in any publications regarding the PPP training program in a form and manner that is satisfactory to REACH.

Trade Secret Materials: REACH acknowledges that, during the performance of the Agreement, JWB may be provided by REACH various items that REACH may assert constitute Trade Secrets as that term is defined in s. 812.081, F.S. owned or licensed REACH and/or used by REACH in connection with the performance of the Agreement. JWB agrees that it will not disclose any REACH Trade

Secrets, directly or indirectly, in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of performing its duties under this Agreement or as otherwise required by law or pursuant to court order. JWB shall protect REACH's Trade Secrets against unauthorized disclosure using the same degree of care, but no less than a reasonable degree of care, as JWB uses to protect other information exempt from Florida's public records law. REACH acknowledges that JWB is a public entity governed by Florida's Public Records Act, Ch. 119, F.S. REACH also acknowledges that pursuant to s.815.045, F.S., Trade Secret information as defined in s. 812.081, F.S., is exempt from public records law. Thus, any document, whether in hard or electronic format that REACH claims is a Trade Secret as defined by s. 812.081, F.S., must be clearly marked as such by REACH so that JWB is aware what document(s) REACH claims is/are a Trade Secret exempt from public records law. REACH understands that unless a specific exemption to the public records exists, JWB must, by law, disclose all records in its possession. Notwithstanding anything to the contrary, nothing contained herein shall be deemed or interpreted to restrict or prevent JWB from complying with the disclosure requirements of Chapter 119, F.S., when material or information is incorrectly, as determined solely within JWB's discretion, identified as confidential and/or exempt from disclosure as a Trade Secret by REACH. REACH understands and agrees that JWB will comply with the public records law and will make the determination within its sole discretion as to whether information submitted by REACH that REACH claims is a Trade Secret is in fact, a Trade Secret as defined by law and exempt from disclosure. REACH provides all documents and information at its own risk and covenants not to sue JWB and waives any claim against JWB in connection with or as a result of any disclosures by JWB of any information or documents provided to JWB in furtherance of the Agreement.

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