

## **HEALTHCARE SERVICES AGREEMENT**

**THIS HEALTHCARE SERVICES AGREEMENT** (this "Agreement") is entered into this \_\_\_ day of September, 2018 (the "Effective Date"), by and between **FISHERMEN'S HEALTH, INC.**, a Florida not-for-profit corporation ("Fishermen's"), and **MONROE COUNTY**, a political subdivision of the State of Florida ("County"). Fishermen's and County each are called a "Party," and together are called the "Parties."

### **RECITALS**

**WHEREAS**, County has created the Middle Keys Health Care Municipal Services Taxing Unit (the "MSTU") pursuant to Ordinance No. 012-2018 (the "Ordinance") to ensure the availability of hospital services within the area covered by the MSTU (the "MSTU Area") by financially supporting the delivery of hospital services to patients who are unable to pay the full costs of such services; and

**WHEREAS**, the City of Marathon and the City of Key Colony Beach have consented by ordinance to be included within the MSTU; and

**WHEREAS**, the Ordinance authorizes County to levy and collect taxes within the MSTU Area, and to enter into contractual obligations to accomplish the MSTU's purpose; and

**WHEREAS**, Fishermen's is currently operating a critical access hospital consisting of a temporary modular facility within the MSTU Area; and

**WHEREAS**, Fishermen's plans to construct a permanent hospital facility within the MSTU Area; and

**WHEREAS**, County is willing to provide funding to Fishermen's for its costs of providing healthcare services, directly or through one or more affiliates, within the MSTU Area (the "Services"), to individuals (1) whose annual household incomes are less than or equal to 300% of the Federal Poverty Guidelines and less than or equal to \$75,000; (2) who are not enrolled in the Medicare Program or covered by commercial insurance, a commercial health maintenance organization, third party liability, or a self-funded employer plan, but who may be enrolled in the Medicaid Program or covered by a Medicaid health maintenance organization or Medicaid insurance plan; and (3) whose charges for the Services are waived by Fishermen's based on their ability to pay ("Eligible Individuals"), in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, County has determined that it is consistent with the terms of the Ordinance, and is otherwise in the best interest of the health, safety, and welfare of the citizens and taxpayers within the MSTU Area, to enter into this Agreement; and

**WHEREAS**, County has approved the signing of this Agreement at a duly noticed meeting of its County Commission at which a quorum was present.

## OPERATIVE TERMS

NOW, THEREFORE, in consideration of the mutual promises set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

### ARTICLE I DEFINITIONS

- 1.1 **"Account"** has the meaning set forth in Section 3.2.
- 1.2 **"Agreement"** has the meaning set forth in the opening paragraph above.
- 1.3 **"AHCA"** means the Florida Agency for Health Care Administration.
- 1.4 **"Annual Costs"** means all Quarterly Costs accrued by Fishermen's during a Contract Year.
- 1.5 **"Commencement Date"** has the meaning set forth in Section 3.2.
- 1.6 **"Contract Year"** means (a) the one-year period beginning on the Commencement Date; (b) each successive one-year period thereafter during the Term; and (c) if this Agreement expires or is terminated prior to the end of a one-year period described in clause (a) or (b) of this definition, the partial year commencing with the beginning of such period and ending on the date of expiration or termination of this Agreement.
- 1.7 **"Contract Quarter"** means (a) each three-month period during a Contract Year, with the first such period beginning on the first day of such Contract Year; and (b) if this Agreement expires or is terminated prior to the end of a three-month period described in clause (a) of this definition, the partial three-month period commencing with the beginning of such period and ending on the date of expiration or termination of this Agreement.
- 1.8 **"County"** has the meaning set forth in the opening paragraph above.
- 1.9 **"Effective Date"** has the meaning set forth in the opening paragraph above.
- 1.10 **"Eligible Individual"** has the meaning set forth in the Recitals.
- 1.11 **"Estimate"** has the meaning set forth in Section 5.2(a).
- 1.12 **"Estimate Objection Notice"** has the meaning set forth in Section 5.2(a).
- 1.13 **"Expert"** means an independent expert in hospital financial accounting matters, selected by Fishermen's and consented to by County, with such consent not to be withheld unreasonably.
- 1.14 **"Expert Records"** means records provided by the Expert to either or both Parties in connection with the Expert's performance of his or her duties under Section 4.2 or 5.2(b).

1.15 **"Federal Poverty Guidelines"** are the standard of the same name issued annually by **the Department of Health and Human Services**, which is used to determine eligibility for certain federal government programs and benefits.

1.16 **"Fishermen's"** has the meaning set forth in the opening paragraph above.

1.17 **"Governmental Authority"** means any government, or any agency, bureau, board, commission, court, department, political subdivision, tribunal, special district, or other instrumentality of any government, whether federal, state, or local.

1.18 **"HIPAA"** has the meaning set forth in Section 7.1.

1.19 **"Initial Term"** has the meaning set forth in Section 5.1.

1.20 **"Law"** means any constitutional provision, law, statute, rule, regulation, code, ordinance, binding resolution, order, ruling, policy, or directive adopted or issued by any Governmental Authority.

1.21 **"MAC"** means Fishermen's Medicare Administrative Contractor.

1.22 **"MSTU"** has the meaning set forth in the Recitals.

1.23 **"MSTU Area"** has the meaning set forth in the Recitals.

1.24 **"Ordinance"** has the meaning set forth in the Recitals.

1.25 **"Party"** or **"Parties"** has the meaning set forth in the opening paragraph above.

1.26 **"Payment"** has the meaning set forth in Section 3.2.

1.27 **"Person"** means any individual, corporation, trust, limited liability company, general partnership, limited partnership, limited liability partnership, association, joint stock association, joint venture, firm, business trust, land trust, cooperative, foreign association, or similar legal organization.

1.28 **"Quarterly Costs"** means **the aggregate costs accrued by Fishermen's as a result of providing the Services to Eligible Individuals during a Contract Quarter, less any Third Party Payments received by Fishermen's during the same Contract Quarter.** "Quarterly Costs" shall be construed broadly to include any and all direct and indirect costs that reasonably relate to the provision of the Services to Eligible Individuals, including overhead, administrative, and home office costs as generally defined by Medicare reasonable cost principles at 42 C.F.R. Part 413. For purposes of determining the funding available to Fishermen's under this Agreement, however, the cost for services to Eligible Individuals shall be determined using the most current interim rates established by the MAC pursuant to 42 C.F.R Part 413, Subpart E, §413.64(a), typically established as a per diem rate for routine inpatient care, and as a percentage of charges for inpatient ancillary services and general outpatient services. Such interim rates, as updated by the MAC from time to time, shall be deemed the final determination of "Quarterly Costs," without any

retrospective settlement for reconciliation to actual costs, as is done for Fishermen's Medicare reimbursement determination.

1.29 "**Renewal Term**" has the meaning set forth in Section 5.2(c).

1.30 "**Report**" has the meaning set forth in Section 4.1.

1.31 "**Report Objection Notice**" has the meaning set forth in Section 4.1.

1.32 "**Services**" has the meaning set forth in the Recitals.

1.33 "**Term**" has the meaning set forth in Section 5.1.

1.34 "**Third Party Payor**" means any individual, entity, or program (other than County and this Agreement) that is, or may be, obligated to pay for all or a part of the Services provided to Eligible Individuals, including, without limitation, any workers' compensation carrier, tortfeasor, insurer of a tortfeasor, or government entity, including, without limitation, the Medicaid program or Medicaid health maintenance organizations or Medicaid insurance plans.

1.35 "**Third Party Payment**" means any funds paid by a Third Party Payor to or for the benefit of Fishermen's, whether by contract, court judgment, settlement agreement, or other arrangement, with respect to Fishermen's provision of the Services to Eligible Individuals.

1.36 "**Total Costs**" means all Quarterly Costs accrued by Fishermen's during the Term.

1.37 "**Total Payments**" means all Payments received by Fishermen's during the Term.

## ARTICLE II SERVICES TO ELIGIBLE INDIVIDUALS

2.1 **Construction of Permanent Hospital.** Fishermen's intends to construct a permanent hospital in Marathon, Florida on approximately the schedule set forth in **Exhibit A.** Fishermen's understands that if it does not make progress satisfactory to County on its construction of a permanent hospital, County may choose not to levy taxes under Section 3.1, which shall not be a breach of this Agreement.

2.2 **Provision of Services to Eligible Individuals.** During the Term, Fishermen's shall provide the Services to Eligible Individuals.

2.3 **Third Party Payments.** Fishermen's shall make reasonable efforts to ascertain whether each Eligible Individual is eligible for any Third Party Payment with respect to the Services provided by Fishermen's to such Eligible Individual and, if so, Fishermen's shall use reasonable efforts to recover from the applicable Third Party Payor the amount of such Third Party Payment.

## ARTICLE III PAYMENTS

3.1 **Levy of Taxes.** County intends, but is not obligated, to levy sufficient taxes to make all payments required under Section 3.2. County understands that, if it does not levy sufficient taxes to make any payment required under Section 3.2, Fishermen's may choose: (a) not to construct, or not to continue to construct, a permanent hospital, which shall not be a breach of this Agreement; (b) to cease to provide the Services to Eligible Individuals under Section 2.2, which may give rise only to the specific remedies authorized to County under Section 7.3 for a breach of Section 2.2; or (c) both (a) and (b).

3.2 **Quarterly Payment.** Unless Fishermen's requests otherwise pursuant to Section 3.3, County shall pay to Fishermen's the amount of the greater of (a) Three Hundred Seventy-Five Thousand Dollars (\$375,000) or (b) one-fourth (1/4) of the total amount of funds available from each annual tax levy (each, a "Payment"), by wire transfer of immediately available funds, commencing on January 1, 2020 (the "Commencement Date"), and on the first day of each Contract Quarter thereafter. Wire transfers to Fishermen's shall be made to the following bank account:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or to such other bank account specified by Fishermen's by notice given to County from time to time, which notice must contain the necessary information to allow County to make wire transfers to Fishermen's (in any such case, the "Account"). The Payments are solely to pay for the overall public benefit served by Fishermen's provision of the Services. Nothing in this Agreement shall be construed to create any right, interest, or claim for Eligible Individuals, or to impose any liability on County or Fishermen's except as provided under this Agreement.

3.3 **Optional Payment to AHCA or other Governmental Authority.** Fishermen's, by notice given to County, may request that a Payment be made to AHCA, or another appropriate Governmental Authority, instead of to Fishermen's, in lieu of one or more full or partial Payments due to Fishermen's, so that Fishermen's can obtain the benefits of the Low Income Pool or similar funds, as an alternate method of financially supporting the delivery of hospital services to patients who are unable to pay the full costs of such services.

3.4 **Retention of Payments.** Fishermen's shall deposit and hold the Payments received by it in the Account, which must be kept separate from Fishermen's other accounts. Fishermen's may withdraw funds from the Account only in the amount of any Quarterly Costs that are finally determined for any Contract Quarter under Sections 4.1 and 4.2. Fishermen's shall furnish to County, within fifteen (15) days after a request in writing by County from time to time, any bank statements for the Account.

#### ARTICLE IV QUARTERLY REPORTS

4.1 **Quarterly Reports.** Within fifteen (15) days after the last day of each Contract Quarter, Fishermen's shall furnish a report (the "Report") to County of Fishermen's Quarterly Costs for such Contract Quarter, which Quarterly Costs shall be determined as provided in Section

1.28. If the Parties agree in writing at any time on the Quarterly Costs for such Contract Quarter, such agreement shall be deemed final and binding. If County wishes to object to all or part of the Report, it must give notice to Fishermen's, within **fifteen (15) days** after receiving the Report, stating the amount of Quarterly Costs that County believes were properly accrued during such Contract Quarter, and providing a detailed explanation justifying such amount (a "Report Objection Notice"). If County does not give to Fishermen's a Report Objection Notice within such fifteen (15) day period, the Report for such Contract Quarter shall be **deemed final and binding**. If County gives Fishermen's a Report Objection Notice within such **fifteen (15) day period**, the Parties shall attempt in good faith to resolve the matters that are in dispute.

4.2 **Dispute Resolution.** If County gives to Fishermen's a Report Objection Notice, as provided in Section 4.1, and the parties do not agree in writing on the amount of Quarterly Costs for the Contract Quarter after a period of thirty (30) days from the date of receipt by Fishermen's of the Report Objection Notice, the Parties promptly shall furnish the Report and the Report Objection Notice to the Expert. The Expert, acting as an expert and not as an arbitrator, will determine the Quarterly Costs for the applicable Contract Quarter within thirty (30) days after the Expert receives the Report and the Report Objection Notice. The Parties shall furnish to the Expert such information as the Expert may request to assist the Expert in the Expert's determination. The Quarterly Costs for such Contract Quarter, as determined by the Expert, may not be greater than the amount of Quarterly Costs set forth in the Report nor less than the amount of Quarterly Costs set forth in the Report Objection Notice. The Parties shall split equally the Expert's fees and expenses with respect to the Expert's determination under this Section 4.2.

## ARTICLE V TERM AND TERMINATION

5.1 **Term.** The "Initial Term" shall mean that period beginning on the Commencement Date and ending ten (10) years after the Commencement Date, unless this Agreement has been terminated earlier under Section 5.3. The term (the "Term") shall consist of the Initial Term and the Renewal Terms, as defined in Section 5.2(c), if any.

### 5.2 **Renewal Terms.**

(a) **Tenth Year Cost Estimate.** Within thirty (30) days after the first day of the tenth (10th) Contract Year, Fishermen's shall furnish an estimate (the "Estimate") to County of Fishermen's estimated Annual Costs for the tenth (10th) Contract Year, which Annual Costs shall be determined as provided in Sections 1.4 and 1.28. If the Parties agree in writing at any time on the estimated Annual Costs for the **tenth (10th) Contract Year**, such agreement shall be deemed final and binding. If County wishes to object to all or part of the Estimate, it must give notice to Fishermen's, within **thirty (30) days** after receiving the Estimate, stating the amount of Annual Costs that County estimates will be accrued during the tenth (10th) Contract Year, and providing a detailed explanation justifying such amount (an "Estimate Objection Notice"). If County does not give to Fishermen's an Estimate Objection Notice within such thirty (30) day period, the Estimate shall be **deemed final and binding**. If County gives Fishermen's an Estimate Objection Notice within such thirty (30) day period, the Parties shall attempt in good faith to resolve the matters that are in dispute.

(b) Dispute Resolution. If County gives to Fishermen's an Estimate Objection Notice, as provided in Section 5.2(a), and the parties do not agree in writing on the estimated amount of Annual Costs for the Contract year after a period of sixty (60) days from the date of receipt by Fishermen's of the Estimate Objection Notice, the Parties promptly shall furnish the Estimate and the Estimate Objection Notice to the Expert. The Expert, acting as an expert and not as an arbitrator, will estimate the Annual Costs for the tenth (10th) Contract Year within ninety (90) days after the Expert receives the Estimate and the Estimate Objection Notice. The Parties shall furnish to the Expert such information as the Expert may request to assist the Expert in the Expert's estimate. The Annual Costs for the tenth (10th) Contract Year, as estimated by the Expert, may not be greater than the amount of Annual Costs set forth in the Estimate or less than the amount of Annual Costs set forth in the Estimate Objection Notice. The Parties shall split equally the Expert's fees and expenses with respect to the Expert's determination under this Section 5.2(b).

(c) Renewal Terms. If the sum of (i) the final estimated Annual Costs for the tenth (10th) Contract Year under Sections 5.2(a) and 5.2(b), plus (ii) the aggregate amount of the Quarterly Costs, as finally determined for all Contract Quarters during the first (1st) through ninth (9th) Contract Years under Sections 4.1 and 4.2, is less than Fifteen Million Dollars (\$15,000,000), this Agreement shall be renewed automatically for up to five (5) successive, one-year terms (each a "Renewal Term"); provided, however, that County shall not be obligated to make any further Payments pursuant to Article III during any Renewal Term.

(d) Renewal Term Cost Estimates. For each of the first (1st) through fourth (4th) Renewal Terms, the Parties shall follow the process in Section 5.2(a) and (b) for determining the estimated Annual Costs for such Renewal Term, except that for purposes of this Section 5.2(d), the words "Renewal Term" shall be substituted for the words "tenth (10th) Contract Year" each place that the words "tenth (10th) Contract Year" appear in Section 5.2(a) or Section 5.2(b). If the sum of (i) the estimated Annual Costs for the applicable Renewal Term, as determined under this Section 5.2(d); plus (ii) the aggregate amount of the Quarterly Costs determined for all Contract Quarters during all prior Contract Years under Sections 4.1 and 4.2, is equal to or greater than Fifteen Million Dollars (\$15,000,000), this Agreement shall expire at the end of the then-current Renewal Term.

### 5.3 Termination.

(a) Mutual Agreement. This Agreement may be terminated at any time upon the signed, written agreement of the Parties.

(b) Change in Law. If there is a change in Law that materially and adversely affects the legal relationship or financial arrangement between the Parties under this Agreement, the Parties shall negotiate in good faith to amend this Agreement so as to eliminate such material and adverse effect. If the Parties have not signed and delivered an amendment to this Agreement during the six (6) month period after such change in Law occurs, either Party may terminate this Agreement by giving the other Party a notice of termination, in which event this Agreement shall terminate thirty (30) days after the notice of termination has been given.

(c) Material Breach. If either Party is in material breach of this Agreement, the other Party may give the breaching Party notice of such material breach. If the

breaching Party has not cured such breach within one-hundred twenty (120) days (or thirty (30) days in the case of a breach by County for the failure to make a payment required under Article III) after the notice of breach has been given to the breaching Party, the non-breaching Party may terminate this Agreement by giving thirty (30) days' prior notice to the breaching Party, and this Agreement shall terminate at the end of such thirtieth (30th) day.

5.4 **Refund Upon Expiration or Termination.** If this Agreement expires or terminates, and the Total Payments, plus any interest that Fishermen's has earned on the Total Payments while deposited in the Account, exceed the Total Costs for all Contract Years, as determined under Sections 4.1 and 4.2, Fishermen's shall pay such excess to County within thirty (30) days after County demands such payment in writing; provided, however, that Fishermen's shall not be required to pay until all of the Quarterly Costs for all Contract Years have been determined under Sections 4.1 and 4.2.

## ARTICLE VI RECORDS RETENTION AND AUDITS

6.1 **Records Retention.** The Parties shall retain all Reports, Estimates, Report Objection Notices, Estimate Objection Notices, and Expert Records, and all records used to determine the amount of Quarterly Costs or estimated Annual Costs in such Reports, Estimates, Report Objection Notices, and Estimate Objection Notices, and Expert Records, for a period of five (5) years after the expiration or termination of this Agreement. County shall retain such records for a longer period of time if required by Laws governing public records retention.

6.2 **Audit.** Either Party may, during usual business hours after reasonable notice to the other Party, and at requesting Party's sole expense, audit, examine, and make copies of the books and records maintained by the other Party used in the preparation of Reports, Estimates, Report Objection Notices, and Estimate Objection Notices; provided, however, that a Party may not conduct such an audit more than twice per Contract Year.

## ARTICLE VII GENERAL PROVISIONS

7.1 **HIPAA and the HITECH Act.** To the extent applicable to this Agreement, the Parties shall comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, including, without limitation, the Standards for Electronic Transactions and Code Sets (45 CFR Parts 160 and 162), the Standards for Privacy of Individually Identifiable Health Information (45 CFR Parts 160 and 164), the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Parts 160 and 164), and such other regulations that may, from time to time, be promulgated thereunder, including, without limitation, amendments to such laws pursuant to the Health Information Technology for Economic and Clinical Health Act (part of the American Recovery and Reinvestment Act of 2009), and the regulations promulgated thereunder (collectively, "HIPAA"). Neither Party shall use or disclose any Protected Health Information or Individually Identifiable Health Information, as defined at 45 CFR § 160.103, other than as is permitted from time to time under HIPAA. The Parties have entered into a Business Associate Agreement pursuant to HIPAA, a copy of which is attached as Exhibit B, with Fishermen's as the Covered Entity and County as the Business Associate.

7.2 **Relationships of Parties.** Nothing contained in this Agreement shall be deemed to create the relationship of principal and agent, partnership, or joint venture. The relationship between the Parties under this Agreement is solely that **of independent contracting parties.**

7.3 **Rights and Remedies.** Upon any breach of this Agreement, which has not been cured within the applicable cure period set forth in Section 5.3(c), in addition to any remedies set forth in this Agreement, the non-breaching Party shall be entitled to all legal and equitable remedies, except that termination pursuant to Section 5.3(c) and, if applicable, payment of a refund pursuant to Section 5.4, shall be County's sole remedy for a breach of Section 2.2 by Fishermen's.

7.4 **Attorneys' Fees and Expenses.** In the event of any dispute arising out of or relating to this Agreement, **the prevailing Party shall be entitled to recover from the other Party the prevailing Party's legal fees** and expenses including, without limitation, such fees and expenses incurred before or during trial, on appeal, or in bankruptcy proceedings.

7.5 **Notices.** All notices or communications required or permitted hereunder shall be in writing, and shall be delivered personally, delivered by a recognized courier service, or sent by certified or registered mail, return receipt requested, postage prepaid, in any such case as follows:

If to County: Monroe County Board of Commissioners  
500 Whitehead Street  
Key West, Florida 33040  
Attention: Mayor

With a copy (which shall not constitute notice) to: Monroe County Attorney  
111 12th Street  
Suite 408  
Key West, Florida 33040  
Attention: County Attorney

If to Fishermen's: Fishermen's Health, Inc.  
3301 Overseas Highway  
Marathon, Florida 33050  
Attention: Chief Executive Officer

With a copy (which shall not constitute notice) to: Baptist Health South Florida  
6855 Southwest 57th Avenue, Suite 500  
Coral Gables, Florida 33143  
Attention: General Counsel

or to such other address, or to the attention of such other individual or officer, as either Party may designate, by notice given in accordance with this Section 7.6. Notice shall be deemed to have been given and received when delivered personally or by recognized courier, or on the fifth day after such notice has been mailed, in accordance with this Section 7.6.

**7.6 Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party and its successors and permitted assigns; provided, however, that neither

Party may assign any of its rights or delegate any of its duties under this Agreement, voluntarily or involuntarily, or by operation of law, without the other Party's prior written consent. Notwithstanding the foregoing, Fishermen's may assign any of its rights or delegate any of its duties under this Agreement to an affiliate without the prior written consent of County.

7.7 **Amendment or Waiver.** This Agreement may be amended, supplemented, or modified at any time only by a written instrument duly executed by both Parties. Any provision in this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but only by a writing that has been signed by the Party waiving such provision, and such waiver shall apply only to the extent set forth in such waiver.

7.8 **Entire Agreement; No Third Party Beneficiaries.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all other prior or contemporaneous agreements, understandings, negotiations, representations, warranties, or letters of intent, whether written and oral, between the Parties as to the subject matter hereof. This Agreement is not intended to confer any rights or remedies hereunder upon any Person, including, without limitation, Eligible Individuals, other than the Parties and their successors and permitted assigns.

7.9 **Headings.** Headings to Articles, Sections, and Subsections herein are for purposes of reference only, and shall not limit, define, or otherwise affect the provisions hereof.

7.10 **No Inferences.** This Agreement is the result of negotiations between sophisticated parties of equal bargaining power represented by separate counsel, and no inference in favor of or against either Party shall be drawn from the fact that any portion of this Agreement has been drafted by or on behalf of such Party.

7.11 **Construction.** Unless the context clearly indicates otherwise, the terms "herein," "hereunder," and "hereof," and other similar terms, shall refer to this Agreement as a whole.

7.12 **Severability.** In the event any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect, prejudice, or disturb the validity of the remainder of this Agreement, which shall be and remain in full force and effect, enforceable in accordance with its terms.

7.13 **Governing Law and Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to its principles of conflicts of laws that would result in the application of the laws of any other jurisdiction. ANY SUIT, ACTION, OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY, SHALL BE INSTITUTED SOLELY IN THE COURTS OF THE STATE OF FLORIDA LOCATED IN MONROE COUNTY, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION, OR PROCEEDING. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION, OR PROCEEDING IN SUCH COURT, AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT

THAT SUCH SUIT, ACTION, OR PROCEEDING BROUGHT IN SUCH COURT HAS BEEN BROUGHT IN AN IMPROPER OR INCONVENIENT FORUM.

7.14 **Waiver of Jury Trial.** EACH OF THE PARTIES IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

7.15 **Execution in Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original agreement, but all of which together shall constitute one and the same instrument.

**[Signature Page Follows]**

The Parties have caused this Healthcare Services Agreement to be executed as of the Effective Date.

**MONROE COUNTY**

By: \_\_\_\_\_  
DAVID RICE  
Monroe County Mayor

**FISHERMEN'S HEALTH, INC.**

By: \_\_\_\_\_  
RICK FREEBURG  
Chief Executive Officer