

**AT A JOINT SPECIAL MEETING OF THE BOARD OF  
COUNTY COMMISSIONERS AND GADSDEN HOSPITAL,  
INC. HELD IN AND FOR GADSDEN COUNTY, FLORIDA  
ON AUGUST 27, 2019 AT 5:00 P.M., THE FOLLOWING  
PROCEEDING WAS HAD, VIZ:**

BOCC Present: Dr. Anthony Viegbesie, Chairperson  
Brenda Holt  
Eric Hinson  
Sherry Taylor  
Gene Morgan (arrived at 5:18)

GHI Present: Herb Sheheane, Chairperson  
Craig McMillan  
Arrie Battles  
Arriane Graham, Secretary  
Jimmy Suber  
Dr. Hantz C Hercule

Absent: Fred Dudley  
Sam Palmer  
Scott Whitehead

Staff Present: Mike Glazer, GHI Attorney  
Arthur Lawson, Interim County Administrator  
Nicholas Thomas, Clerk  
Muriel Straughn, Deputy Clerk

**1. Welcome**

BOC Chairman Viegbesie and GHI Chairman Herb Sheheane welcomed everyone to the meeting.

**2. Discussion Regarding the [Draft of the Amended Hospital Lease](#)**

**County Attorney Mike Glazer** introduced the draft of the amended hospital lease agreement with Capital Regional Medical Center (CRMC.)

**Commissioner Holt** asked permission to play a video, which was produced by the county in 2008. (It was used to promote the passage of the indigent healthcare surtax referendum, which was voted on and approved by the citizens of Gadsden County on August 26, 2008.)

After viewing it, Chair Viegbesie remarked that it helped him to understand how the referendum came into being.

Commissioner Holt recalled that the county hired Joe Sharp as a consultant and a marketing firm to put things into place to ensure success with reopening the hospital. The Florida Legislature also assisted the county in the endeavor. She concluded by saying that the people were sold on the surtax as a means to re-open a twenty-five (25) bed rural hospital.

Chair Viegbesie asked staff to provide a copy of the Referendum.

Clerk Thomas gave a copy of the ordinance to the staff, which included a copy of what was to be published on the ballot. However, the actual ballot was not available for their review. The Chairman asked staff to provide a copy of it to each member of both boards via email.

GHI Board Member Arianne Graham agreed that the citizens were told that the tax would be used to open a hospital with patient room/beds. She asked, "How are we going to work through this?"

Chair Viegbesie read the wording on the referendum ballot into the record. He then reported that it was overwhelmingly approved by the voters.

Commissioner Hinson asked Attorney Glazer what he thought about the referendum.

Mr. Glazer (who was not representing the county or the hospital in 2008) responded that it was a legal referendum. However, events that followed did not work out exactly as it looked like on the ballot.

Ms. Battles remarked that the Health Council had not received any funds for indigent care since the first year of the tax collection.

GHI member Craig McMillan asked Dr. Hercule (also a GHI member) who stopped the program and why the indigent care stopped.

Commissioner Holt recalled that Tallahassee Memorial Hospital ran an Urgent Care Clinic for a time while Ajax Construction was working on the hospital facility. The Board began looking for a vendor to operate the hospital because we were in jeopardy of losing the license if we were not operating a hospital by June 21, 2009. There was some urgency to get the hospital up and operating by June 21, 2009.

The Chief Administrator of TMH did not want to risk their reputation by operating a satellite hospital in the new Gadsden facility. (They had operated the hospital once before, but were not able to sustain it at a profitable level.)

She then asked, "How do we work under this contract and get it to resemble what the citizens thought they were voting to have? We can't give them all the things, but perhaps we can give them more than they have."

Commissioner Morgan asked, "Do you think the citizens would have overwhelmingly supported the half-cent surtax to have good quality, long-standing and sustainable healthcare programs? I choose to think they probably would have. We probably would have."

He pointed out that several of the rural counties surrounding Gadsden County that are comparable in size are having great difficulty operating a full-service hospital

He suggested that the board look at a way to continue to build on the model that is in place. He added that if money were not the object, "We would all want a brand new, state of the art hospital. However, the fact is that our size community cannot support that. What we have to do is understand what it will take to have a growing, sustainable model. I think we have done a great job of growing that model. It is not perfect, but I do think we have been successful in some ways. "

He reminded the commission and GHI that the hospital went bankrupt three times in an environment where it wasn't as dynamic and difficult to keep a full-fledged hospital as it is in today's world. From that point of view, his opinion was that the people would have voted for the surtax even if the ballot had read, "Gadsden County Hospital Emergency Room, primary care, preventative care, and inpatient care."

Ms. Arrie Battles contended that the citizens had only the two options to vote on the ballot. She said, "Let's take this lease and start working on it and make it happen. We can't change what happened yesterday, but...let's go back to the referendum, take the lease, and work on it. Stop looking back. That is the only way to modify what has been done illegally to the citizens of Gadsden County."

Attorney Glazer responded to Commissioner Hinson's question concerning the facility and the ordinance. He reiterated that "The facility in place is legally a hospital even though it technically has only four beds. Those beds are not open, but if you would ask the Florida Agency for Health Care Administration, they will tell you that it is a licensed hospital, but it has four (4) inactive beds."

In response to earlier remarks about funding for the Health Council, Clerk Thomas reported that the Board distributes \$81,120 per year to the Health Council. Initially, all the money for the Health Council went through the Health Department, but Mr. Marlon Hunter, the Health Department Administrator back at that time, said that the people to whom he took direction told him that the council's money had to be separate."

**Clerk Thomas:**

I want to offer a possible compromise for this. That is this. Just bear with me.

Mr. Glazer and I have talked before and – I need to be careful of how I go with this.

**Commissioner Holt:**

Just go for it.

**Chair Viegbesie:**

There is nothing carved in stone. The lease is a work in progress.

**Clerk Thomas:**

My compromise solution. I am recommending that we ask Capital Regional to accept that Gadsden County adds ten rooms (I say rooms because they specifically don't like the word beds because that has other connotations) in the space that they currently lease. They have already

talked about adding six (6) emergency room bays. If you add those up, you end up with 25 patient spaces. Four beds, ten rooms, and 11 emergency room bays – 25 patient spaces.

Of course, they have said that they are not interested in running a full-fledged hospital right now, just the emergency room. However, I think that Commissioner Holt commented in a meeting a few county commission meetings ago. My interpretation of her statement is that Hurricane Michael proved that we need to be better prepared to serve our citizens in an emergency. Adding those rooms within the leased space (by CRMC) just to have them available in case of an emergency is very important.

So all we are asking is that the facilities be put into place. Ten rooms. Also, I would recommend that over time that we make improvements to the kitchen. I am proposing that it not cost Capital Regional anything; we have \$1.1 million saved in dividends and interest off the trust. This could be done over time.

So they are asking for a 20-year contract. What I am suggesting is that the facilities be put into place. They need to offer something. They need to give something in return. Their concern is that this creates an air of expectancy. All I am talking about is being prepared for an emergency, and that it not cost them any money to do it.

I have a real issue going back to 2008 when all that stuff was torn out and not put back. That bothers me big time. I know that we can't get a 52-bed hospital-like was there before. However, in my mind, the only thing that should have been torn out is what was going to be put back.

Here is an opportunity within the confines of what CRMC already leases. I am not talking about those wings with only the outside walls. Just put in the necessary equipment and facilities that get us to 25 patient spaces. It would be within the spirit of the ordinance that the board approved as well as the referendum approved by voters. The additional patient spaces will allow us to provide our citizens with better healthcare in emergency conditions. We have money we can use for that purpose.

The lease says expressly that only Capital Regional can decide if they are to operate it as more than an emergency room. I know that Commissioner Morgan has an issue with that. But, that is not what this proposal is. It is just to put the facilities in place in case of an emergency and to get it closer to what the citizens were expecting. It will be there in case of an emergency.

**Chair Viegbesie:**

Thank you, Mr. Clerk. I think this is a very good suggestion and I think with this as the Clerk has just presented, we are moving on the right path.

Instead of going back through the history, what can we now ask Capital Regional to add to this contract to make the citizens as a whole as we humanly can.

We cannot go back to pre-2008. I was not here when all of this happened. But now that we are here, what can we do to make this better? Let's not get stuck on what we cannot go back to. I

think this is a very good start....I am not saying that we should adopt exactly what the Clerk has said, but it is a start. If we can get more like this in our brainstorming, then we will ask our attorney to now begin to use those desires to work with Capital Regional Perhaps Capital Regional can come up with something that we can agree upon. That lease is supposed to be about to expire soon. We have until October 31<sup>st</sup> or something?

**Attorney Glazer:**

We have until October 31 to give notice, but we can get an extension probably if we need to.

**Chair Viegbesie:**

Yes, Ms. Battles.

**Arrie Battles:**

What Clerk Thomas said sounds good, but I would like to see the indigent program added back into the language so that the hometown doctors can do as they did before – wait on indigent care patients when they come in, and then bill Medicaid or the County to be reimbursed. That program did work while it was in place.

**Chair Viegbesie:**

What I hear then is that it is something that we need to be adding to this administration as an addition to the indigent program as it was at one time.

Yes, Ms. Graham.

**Ms. Graham:**

Building on what the County Clerk said, I think a lot of this has to do with legal terms of what “hospital” means. Dr. Hercule will probably agree with me that when you say, “hospital” to a clinician, that is descriptive of a building. I think that is where the public is confused. When you talk to a clinician, when you talk to me, it is just a building. It is not the services. You can have an orthopedic hospital; you can have a rehab hospital. “Hospital” is just a description of a building, not the description of the services.

First, we are going to have to educate the public on what they voted on in some way. We are going to have to negotiate something applicable to what they think they voted on and try to make sure that this does not leave a bad taste in their mouths.

Then when you talk about 20 years, I also agree that. When he said 20 beds, the layperson will not necessarily know or can distinguish what beds are which. Commissioner Holt was a nurse. She knows the difference. However, I am willing to guarantee that the regular public will not. I am willing to get you that. But, in some type of way, we are going to have to clear up the language in everything we do going forward. We can't do anything on the back end because we – We had consultants, so I don't know. Why didn't they make that distinction?

**Commissioner Holt:**

They did.

**Ms. Graham:**

Why didn't they make it jive with the actual referendum when they made the public announcement in the advertising?

I think the compromise is a great idea with the 25 beds. We have four (4) inactive beds, and I know what that means. I am still not personally happy with it, but I think it would satisfy the public to know that those beds are there. I bet you the public does not know that those beds are there. Let's make sure that we have those up and able to run in case of an emergency.

Have that language in our lease that in those 20 years to graduate out to the 25 patient spaces. Twenty years is a long time to be in a lease and be at point "1" when we go in and still be at that same point in year 20. That is crazy. That is crazy on anybody's part. I wouldn't want my house to look the same as when I walked into it 20 years later. Something is not going to be right. I wouldn't want to buy it after 20 years. Who would want to lease a car and want to buy it once it reached 20 years? Who would want it? No one.

When we explain this to people, you want to make sure that they understand it on their level.

**Chair Viegbesie:** So what I am hearing is that a timeline should be stipulated into the contract as to the growth and the development over the lease period.

**Craig McMillan:**

Mr. Thomas indicated opening up ten more beds. To do that by law, do they have to be single rooms now?

**Attorney Glazer:**

It depends on what you build. If you build inpatient rooms, they have to be single rooms. If you build them as bays and create bed spaces as bays instead of inpatient rooms, then you will have a different code. You can create bed spaces.

**Craig McMillan:**

The next thing is – our license currently says that we have four inactive beds. To go to more beds, is it a matter of just applying and getting approval from AHCA?

**Attorney Glazer:**

I have never seen anybody build and apply for inactive beds. Therefore, we would have to talk a little bit.

**Craig McMillan:**

These are just questions I am asking.

**Attorney Glazer:**

Any construction that is done inside of that would have to be done in compliance with ACHA requirements. You will need architects, and they are going to have to submit plans, and AHCA is going to have to inspect. Just like they did before.

**Craig McMillan:**

Don't they have to give you a certificate of need?

**Attorney Glazer:**

No. Certificate of need has been eliminated. So that is no longer an impediment. The Physical plant requirements remain in place.

**Craig McMillan:**

The last thing I wanted to ask, and Ms. Battles has left, but maybe Dr. Hercule, you can answer this—the indigent tax is there, but she is talking about funneling it, and I don't know where she is talking about funneling it to.

Obviously, the State of Florida has said that your office can't handle it. Is that right? From your predecessor, you can't handle those funds. From what I understand, they took that away from you.

**Dr. Hercule:**

The funds were never given to me in my tenure, personally.

**Craig McMillan:**

I am talking about before you were here. That is what I understood was said.

Mr. Clerk, didn't you say that?

**Dr. Hercule:**

The funds were never dispersed to any particular provider in the community.

**Craig McMillan:**

I am curious how the indigent care funds would be dispersed to the doctors or whoever.

**Dr. Hercule:**

It was a fee for services.

**Chairman Viegbesie:**

This is my understanding of his explanation. The money came out of the half-cent sales tax to the program that provided healthcare services to indigents, and that pot is where the providers were being paid as if they were applying to get money for Medicaid.

So who, county commissioners, was that? Somebody started funneling money from the half-cent sales tax into that fund, and the money was kept in the bank somewhere and generated interest.

**Craig McMillan:**

But, who was looking at that pot of money?

**Chairman Viegbesie:**

That is the question that is still a mystery.

**Craig McMillan:**

I have history, but I don't know.

**Chair Viegbesie:**

I understand what you are saying, so that is why I was asking the county commission. Who voted for whatever led to giving the funding to that pot?

**Craig McMillan:**

Going a step further, forget what happened in the past, how do we go forward with that? How do you take money from that half-cent sales tax? Obviously, the hospital, Capital Regional Medical Center has agreed not to take so much of that money. What body would we give that to and how will it be ferreted out to indigent care?

**Chairman Viegbesie:**

I understand that, and (inaudible) Lucky enough for us, from my point of view, we have a clerk that has been there since before and after, so the clerk should know. He is the financial manager for the whole county.

**Craig McMillan:**

And a good one.

**Chair Viegbesie:**

So he should know who the money was given to, which body handled that money that was provided for indigent care. So he should have that in his records. Maybe that body needs to be reestablished. If that body is still in existence, then we may need to reactivate it. Whichever means it takes, it has to come through the Board of County Commissioners to reactivate that body and let that money go to that body for indigent care. That is one of the promises this body made - to provide it. That is the way I would take a look at it.

**Dr. Hercule:**

Was it the Health Council that handled the money that was allocated for the indigent care?

**Clerk Thomas:**

Mr. Chair, our ongoing distributions, like I said before, the Health Council 's portion was in the pot that went to the Health Department. As I said earlier, Mr. Hunter asked that it be separated and so for several years now, the Health Council has gotten \$81,120 a year.

Before the county starting to distribute the money on an on-going annual basis, there was a bit of money, and the board gave that money to "We Care." It was like \$250,000 leftover, and it was a one-time thing. When that \$250,000 was spent, that was the end of that.

Now, we just have these annual distributions that we have made on a monthly basis. The people who got the surtax funds were Capital Regional Medical Center, the Health Council, and



the Health Department. Of course, the first on the list was the debt service payment on the hospital bonds.

I think the ordinance, and Mr. Glazer can talk about this, referenced a Health Plan. Other people could have potentially received money, but the Health Plan listed how it was to be used. The Health Plan was approved by ordinance. To change that, you must amend the ordinance. If Capital Regional gives money back to the county, and you want to distribute it differently, the ordinance and the Health Plan would have to be revised. Mr. Glazer, what do you think?

**Attorney Glazer:**

The last Health Plan that I saw was very old. I have not seen a new one since probably 2008 or 2009.

**Chair Viegbesie:**

Commissioner Hinson?

**Commissioner Hinson:**

Yes, I appreciate it, Mr. Chairman.

My thing is that I am looking at; well, I have a few things here. I am more data-driven more-so than anything else. Some of the things need to come to the board before we make a decision. For instance, How many federal dollars come to Gadsden County? How much federal dollars come here? That is going to be a lot of different passages. Also, how much do we receive from the half-cent sales tax as well? That is another point.

I am somewhat curious – Mr. McMillan brought up a good point earlier. He posed a question to the board, all five commissioners, the county administrator, the clerk, especially the attorney and he asked a question, “What happened to the indigent care money?” If we do not know who does know? Something is wrong if the attorney does not know. We cannot blame the administrator, he just got here, but somebody – the clerk or the attorney - somebody needs to know. They have to know. I know, or at least I think I know.

We have a situation whereas Capital Regional asked to reorganize what they were doing. I recall that we changed the direction of the funding to different areas. I also know that Neighborhood Health was hit hard because I had parents calling me several years ago about not being able to get care because the indigent care expired for them. I do not know if they were regular doctor, but I know that Neighborhood Health and other areas were hit hard by that. In addition, as you said, the Health Department was hit.

The vote that we made on the Board of County Commissioners was addressed by the attorney, and we discussed it if I am not mistaken. It just hit me, but again, my memory sometimes comes in and out, but once we do the research, maybe we can get a little closer o it.

**Chair Viegbesie:**

I am going to recognize Mr. Glazer before Commissioner Taylor. I think when you were speaking, Commissioner Hinson, I think he has a response to your point of discussion, so let me

recognize him at this time.

**Attorney Glazer:**

Commissioner Hinson, if you think about the pot of money in indigent tax fund, you break it into three pieces. About half of the indigent tax is used to repay the debt for the renovation of the hospital, so 50% of the money goes to repay the debt.

The rest of the pot is broken into two big pieces. Half of that or about 25% is what currently goes to CRMC to reimburse their indigent care.

The other 25% is the other pot that Ms. Battles was talking about, and Dr. Hercule was talking about. It is a separate piece of that money. Honestly, I do not know exactly how that money is spent. I assume it is in the county budget, but I do not know the answer to that. I just want to make sure that you are not confusing the different pieces. One chunk of it goes to Capital Regional; the other chunk is available to the county.

**Commissioner Hinson:**

I guess since we are in a public meeting, I think it is imperative that we find an answer because it is a good question that you brought up. It is imperative because you have money floating around. Someone pulled some money - the money was coming, and it is still coming because the TaxPayers are still paying the half-cent sales tax, I am assuming. I am trying to do my best to find out where that money is located. If I am not mistaken, I think I heard a conversation back in the days when all this was going on; I don't know where or when, but some way, we need to get that at least so we can soothe our minds. That was a great question. That way, we will know where the money is. It is easy. Just follow the money.

**Chair Viegbesie:**

Is your question or comment on point? If not, I need to recognize Commissioner Taylor.

**Mr. McMillan:**

I was trying to respond to the commissioner. The only meetings that I have been involved with (and listen, I am getting old, and I cannot remember. You ought to be able to remember.) The only meetings I think I have been involved with where there was any change in what was going on with the half-cent sales tax and Capital Regional had to do with Capital Regional giving more of the money back to the county. I think they decreased the amount they were getting. They never increased the amount they were getting. That got back to the deal with the ambulance service. We did end up spending some money, I think, on the renovation of the entrance and that kind of thing in those spaces. But that was not money coming out of the sales tax. They have always given money back to the county, not taken more from the original amount. Am I right, Mr. Glazer?

**Attorney Glazer:**

Correct.

**Chair Viegbesie:**

Commissioner Taylor?

**Commissioner Taylor:**

I wanted to follow up on a question or statement, Mr. Chair, that you made to the Clerk because I have the same concerns that you have.

If we have an agency that was receiving funding and now, in turn, is using those funds for banking. So I want to ask him a question. I glad you brought that point up.

Mr. Clerk, I understand that the revenue that comes in from the half-cent sales tax is collected by the Department of Revenue and then, in turn, is sent out to you for distribution. Is that correct?

**Clerk Thomas:**

That is correct.

**Commissioner Taylor:**

So now, the chairman made the statement that I think it was you that gave the four entities that are receiving this funding as being the Health Council, the county Health Department and Capital Regional and debt services. That is pretty much where those monies are going. Am I correct?

**Clerk Thomas:**

Health Council, Health Department, Capital Regional Medical Center, and debt service.

**Commissioner Taylor:**

So those are the four areas, correct?

**Clerk Thomas:**

Correct.

**Commissioner Taylor:**

So which of the four areas is banking money?

**Clerk Thomas:**

I do not know anything about banking. What do you mean?

**Commissioner Taylor:**

I think my chair said something about that money being held. I don't want to outvote. I want to make sure. That concerns me. I know the people in this county need this funding. I want to make sure that if this was or is occurring, we certainly need to address it in this contract. If one of the four is banking these funds and are not using it -

**Chair Viegbesie:**

If I may, Mr. Clerk, then I will let you answer.

What I was saying was that whatever revenue is collected for the half-cent sales tax – the

interest – from where did that interest come? That money has to be banked somewhere to generate additional interest that comes from the tax collection. That is what I was saying.

**Clerk Thomas:**

In terms of banking, the only money that is reserved is one year's debt service; actually, I think it is 13 months. We have to reserve one year's debt service to be able to distribute this money on a monthly basis because the bond covenant says that the debt service comes first. If we didn't reserve the one year, then that would mean that we would have to collect the money and pay only the bond until the bond was paid for the year, then distribute the money. So there is one 13-month debt service reserved, and that has been reserved since the beginning. It allows us to be able to distribute 100% of the money that comes in on an annual basis.

**Commissioner Taylor:**

So the interest that we are talking about, I guess the one year that you hold in an account, is there interest that is being generated in that fund?

**Clerk Thomas:**

There is interest. If you are asking me if either one is left in the account or dispersed it with the rest of that that goes out, I am not sure of the answer to that question. However, we keep thirteen months of the surtax collection in reserve. Everything else that comes in goes back out. There is no intent to reserve anything more than the 13 months so that we can ensure that we make the bond payment.

**Commissioner Taylor:**

So the interest that is earned from the money that is sitting there, and I may be misunderstanding and forgive me if I am, the interest that is earned is distributed back out as well?

**Clerk Thomas:**

That is what I believe. I will have to verify that.

**Commissioner Taylor:**

Nobody is banking any money. I just want to make sure of that.

**Clerk Thomas:**

The only thing that is banked is the 13 months to cover the debt service.

**Commissioner Taylor:**

Got it. Got it. I think we are o.k. with regards to someone banking that money. That makes me more comfortable.

Now, when I looked at this, this copy that we received, and I looked at it with the board in detail. It is actually a copy from an agenda packet. On this particular page, it also said that the language in this particular ordinance does not meet state statute, then there should be some modifications made. So I asked Jeronda, (I asked her, I didn't tell her so just let me say that for public records) if there was an actual copy of the ballot and if that mirrored the language that is

here before us. I want to make sure that the language we are looking at is what was on the ballot.

I heard Commissioner Holt as she went through her presentation, and after her presentation, she made a statement that you cannot put on a ballot to open a hospital. You cannot put that language on a ballot. So the first sentence in this statement says (not trying to contradict anything,) but if it says reopening on the actual ballot that we voted on, then we certainly need to look at moving forward. What I am understanding is that this particular language (I might be wrong, and that is why I want to see a ballot) but I am understanding that some of this language may or may not be on what we actually voted for. That is what I think, but I don't know that until the Clerk's office opens in the morning and we get the actual language that ended up on the ballot. Again, this came out of an agenda packet from a meeting. If you read the other sections here, it talks about whether or not some of the language contradicts state statutes. If it did, there may be some modifications. I don't know if that happened. I don't know if this mirrors the ballot. I do know we need to get clarification so that we can move forward with doing whatever we said to our voters.

Now, Mr. Clerk talked about – and by the way, AHCA approved four (4) non-operational (is what it is called) in status. That is what AHCA approved. That is the four beds. They are there, but they are not operational.

Now, I hear you talking about eleven (11) beds, ten(10) beds, and six additional bays. My concern is what I watched on the news this afternoon and that those people who are in prison because they were not able to take care of the people that they had in those facilities when that hurricane hit. They went without proper oxygen or whatever the case may be. I want to be able to provide the best of the best, but I don't want to set a trap or put these people in a place where it would be just as harmful there as opposed to them going to where they can get to safety. Now, I read this. I read this thing, and there is some interesting information in it. Ms. Battles is right. We need to take a look at this. There is some very interesting information in it. We need to be able to make sure that we are getting the best deal out of this thing. There are some things we can tweak.

So Mr. Chair, again, you know me, I can get on a horse in a minute.

**Chair Viegbesie:**

No, as a matter of fact, that is the reason why I wanted to interject when you were making that point. I am going to ask the interim administrator that first thing in the morning, he should retrieve a copy of the ballot from the Supervisor of Elections office and make that available to all of us. Email that to us.

**Commissioner Taylor:**

That is alright. I knew what you were thinking. You are a very smart guy.

So I have a few things that I want to say, and then I am done for the remainder of the evening.

O.K.

I have a question for the GHI Board. I see where you have the language to withdraw to remove yourselves from that lease. Am I correct?

**Ms. Graham:**

That is what they propose.

**Commissioner Taylor:**

Who are they?

**Ms. Graham:**

Capital Regional. They are the ones (inaudible)

**Commissioner Taylor:**

Hold on, hold on, and let me finish my question. This question is to the GHI Board. Does the majority of the GHI Board wish to remain a part of the lease? Have you voted on this?

**Herb Sheheane:**

No, we have not voted on it.

**Commissioner Taylor:**

It says somewhere in this contract or lease agreement that you have consented to be removed.

**Ms. Graham:**

We have not.

**Commissioner Taylor:**

So I guess that is my question moving forward – whether or not

**Ms. Graham:**

I don't know who did it.

**Commissioner Taylor:**

Excuse me, let me have just a moment, and I promise you that you can have the floor.

**Chair Viegbesie:**

Just one moment and I will recognize you when Commissioner Taylor has finished her remarks.

**Commissioner Taylor:**

I would like for the GHI board to tell us after they have had an official meeting if you want to be removed; not Capital Regional. The majority of the board is what I want.

This is what I wrote down, "Do the GHI Board members wish to remain a part of the lease?" I would like for the GHI Board of Directors to tell us after you have had an official meeting if you want to be removed, not Capital Regional. The majority of the board is what I want.

I can appreciate what Capital Regional has done. They have increased the number of beds.

They were at (inaudible), and now they are at (inaudible) That is good.

County Equipment – now I get right back at the payment thing. On page 10B, it says that if we terminate the lease agreement that all of the equipment will be sold back with a payment from the county.

In the event that we cannot do “a” payment in the event we do terminate. It had “payment” as in “one.” I didn’t agree with that.

Another thing – the rent. Now you are talking about \$188,000. One thing I know about medicine. It is the most expensive thing you can purchase. There are homes, cars, land, but medicine is expensive. I think \$188,000 a year is a drop in the budget compared to what they are making from us. They showed us the numbers of how many people that are going to the hospital over at their main campus. They showed us the numbers. We are generating quite a bit of revenue and \$188,000 - I think we should look at an increase on that.

I agree with the 20-year lease 190%. But I also agree that there should be some terms in there that every three years or every five years, they come back and we talk about the progress, and there may be some negotiation of the terms. Instead of getting \$250,000 as in the first three years, give me \$300,000 for the next three years.

I agree with regular beds. I do. I don’t agree with 25 beds. I mean, we had that. We had a 25-bed hospital, and we could not support it. So test labs, blood samples, and everything else stayed down there for years or months. They couldn’t go to the next station because they didn’t have the funds to do it. So whoever said that this county could not support a full-fledged hospital – it was true.

Now, that was an old video we watched a few minutes ago. What is important now is that we have a quality state of the art emergency facility. When minutes count, you can stop now as opposed to going on. You don’t have to worry about the hours because yes, the urgent care had certain hours. This is what it was. Now, it is 24 hours, seven days a week. Now you have a place to stop to get stable, so it is better. It is much better.

Now, this is what I didn’t understand, Mr. Glazer. You are going to have to help me with this. It said in there, in the event this county needs to get its certificates back, there are all kinds of documentations back, some governmental agency has to approve it. I didn’t get that. What governmental agency are you talking about? All you said was, “governmental agency.”

**Attorney Glazer:**

May I respond?

**Chair Viegbesie:**

Yes, at some point.

**Commissioner Taylor:**

I only have three more, and then I am going to shut up.

**Attorney Glazer:**

The quick answer is the license is issued by AHCA. The primary license – a new license would have to be issued by AHCA. You would make a new application, and they would issue it.

**Commissioner Taylor:**

So the license that you have now cannot revert to the county. Instead, it would have to be reissued.

**Attorney Glazer:**

You would go through an application, and it would be reissued to the applicant.

**Commissioner Taylor:**

And it said that you could take our license (You, being Capital Regional) and open up your own hospital right here.

**Attorney Glazer:**

That is what happened nine years ago. The license at that time was in the name GHI. It was inactive. It was transferred from GHI to Capital Regional. If Capital Regional leaves, Capital Regional has to cooperate and transfer it back to the county or whomever we designate.

**Commissioner Taylor:**

Or? Maybe keep the license?

**Attorney Glazer:**

If we are kicking them out, they can't keep the license. If they are leaving, they can't keep the license. The license is specific to that location.

**Chair Viegbesie:**

So that aspect of the license should be something that should be specified in the continuity of the contract.

**Attorney Glazer:**

It is in there now, and we will let it stay there.

**Chair Viegbesie:**

That they will leave the license reverting to GHI or the county?

**Attorney Glazer:**

They have to cooperate to transfer it back to the county.

**Commissioner Taylor:**

That is not the language. That is not the language. If you look on page 11 (e), that is not the language. It is very specific in what it says. Capital Regional has the rights to the license. If we should part, and no longer work within their corridors and they can take that license and reopen here in this county separated from the county.



**Attorney Glazer:**

I will go back and look at it. That has never been the intent.

**Dr. Hercule:**

That would be illegal.

**Commissioner Taylor:**

What would be illegal?

**Dr. Hercule:**

For them to take the license and do whatever they wish.

**Commissioner Taylor:**

Excuse me. The thing is that they now own the license.

**Attorney Glazer:**

But it is specific to that location.

**Commissioner Taylor:**

It is specific to that location? Well, that is not in the language. Let's look at it. If it says specifically that, they don't have to turn it back over and that they can open and operate their own location. Again, when you all wrote this thing, you almost had to be an attorney to understand what in the world that was in here.

**Commissioner Holt:**

Commissioner Taylor, let the young lady over there, can she put it up there while you are talking about that so they can see it. The audience can't see it.

**Commissioner Taylor:**

What I am talking about?

**Chair Viegbesie:**

Page 11 (e) second sentence "... upon governmental approval," but we don't know what governmental agency it is talking about. It doesn't say anything about ACHA here.

**Attorney Glazer:**

The only person that can issue a license is AHCA. Capital Regional can't issue it; Gadsden County can't issue it. Only AHCA can issue it.

**Commissioner Taylor:**

That is why I said to be very specific. If you know that, then it should be specified.

**Jimmy Suber:**

It says, "the Company will fully cooperate with the County and shall convey, upon governmental approval, all necessary licenses, certificates, permits, and other documents..."

**Commissioner Taylor:**

All right, now read the next page.

**Jimmy Suber:**

Where?

**Commissioner Taylor:**

That sentence where it says, "The County's cooperation shall include, but not limited to assisting the County with the preparation."

**Jimmy Suber:**

Company. My copy reads the "Company's cooperation."

**Commissioner Taylor:**

Yeah, it says the Company's cooperation. The company is the hospital. But I read here where the when the Company has the right to refuse to return the license. If so, they can start their own hospital. I read that somewhere. I am not sure exactly where.

**Chair Viegbesie:**

Commissioner Taylor, I don't think we need to go into that. What was said back then, that particular part is something we need to put specifically on this revision as to which way to go. The license will be returned to the Gadsden County Commission or its representative.

**Commissioner Taylor:**

Designee.

**Chair Viegbesie:**

I think that will take care of all of this back and forth of legal mumbo jumbo.

(Speaking to Commissioner Hinson) Just a minute – is your comment on point?

**Commissioner Hinson:**

Yes.

**Chair Viegbesie:**

Then, go ahead.

**Commissioner Hinson:**

This is for clarification. This here, "It is the intent of the Parties that if Company fails to convey all such licenses, certificates, permits and other documents necessary to license and operate the hospital, then County or its designee will be entitled to immediate and appropriate judicial relief and Company hereby consents to a court-ordered transfer of such items. The county shall be responsible for the costs of such licenses, certificates, permits, and other governmental approvals but Company shall be liable for County's attorney's fees and costs for any judicial action to compel such conveyances, upon any unreasonable refusal of Company to do so. It is

the further intent of this paragraph to provide for the orderly return of Hospital to County upon termination or expiration of the Amended Lease as required Section 155.40(2)(d), Florida Statutes (2019).”

I am not sure I read it right because I could hardly see it, but I think that is what she was talking about, or I assume so.

**Chair Viegbesie:**

O.K. Thank you, Commissioner Hinson.

Commissioner Taylor, you have two more points.

**Commissioner Taylor:**

Two more points, yes.

Page 7 – where it talks about the “Hospital.” Now, it asks for access to all of the hospital. My question is – Are you going to be liable for the areas that you are not operating in? Are you going to be responsible for the areas that you are not operating in because you have asked for access to all of it?

**Attorney Glazer:**

They have access to the 41,000 sq. ft., which is about two-thirds of the building. They don’t access all of it, and they are not responsible for all of it. They are responsible for the part that they lease, which is two-thirds of the building.

**Commissioner Taylor:**

They asked for access to all of it. It may not be that particular area, but I do remember reading where they asked for access to all parts of that building.

**Attorney Glazer:**

I am not really remembering that.

**Commissioner Taylor:**

Take a look. Take a look at it.

My next question is on Page 8 – Lease of the land - where they are talking about leasing the land – is that included? Are they talking about the building and the land? Is that included in this Rent they are offering us? Is it separated because they have a building and they have land? Is it separate in the cost, or are you including all of it?

**Attorney Glazer:**

Well, it is actually including the building and the land underneath that building.

**Commissioner Taylor:**

Underneath it?

**Attorney Glazer:**

That is just a definition. That is not the actual provision for what they are leasing. They are leasing 41,000 square feet and the land underneath.

**Chair Viegbesie:**

The land underneath the 41,000 square feet. Not all of the 61,000 square feet of the entire building. Correct?

**Attorney Glazer:**

Yes. That is correct.

**Commissioner Taylor:**

That needs to be spelled out. That is my humble opinion.

There is another one here. On Page 18.- to have access to all parts of the building. Does that mean that you are going to be responsible for all parts of the building if you are going to have access to it? It was on page 18. I had the wrong page. I didn't write down which letter it was under, but I do remember them asking for access. Now, we also talked about the rights of refusal. Right of first refusal. That needs to be spelled out a little clearer because if you have access, does that mean now that when the rent payments come in, who is collecting that money on areas that you don't have written out in this lease agreement? Are the rents coming to them if they stay in some of the areas that are not filled out completely? You contacted Dr. Smith Wagner to come in and now do OB/GYN. Are you collecting or is that still part of –

**Attorney Glazer:**

Capital Regional does not collect rent for anything.

**Commissioner Taylor:**

On anything?

**Attorney Glazer:**

No. Other portions of the building are leased out. They are not a part of the hospital. That is a lease between the County and whoever that it. The County would be responsible for it.

**Commissioner Taylor:**

Are you sure about that?

**Attorney Glazer:**

Yes.

**Chair Viegbesie:**

That is how Dr. Hart and Eye Associates work right now. I understand that is how they operate. They don't pay rent to Capital Regional.

**Commissioner Taylor:**

These are people who we brought in?

**Chair Viegbesie:**

Yes. We rent the space to them.

**Commissioner Taylor:**

These are people that we recognize and recommend for the space. I am not talking about those who Capital Regional sees. This says, "County rents and collects rents." County rents and collect rents – no longer county. I wrote that, so I read that somewhere.

**Attorney Glazer:**

I will have to go look.

**Commissioner Taylor:**

Yeah, yeah, find it. I don't know where, but it is here.

Let me bring this to you. I agree that that Capital Regional is doing a yeoman's job out there. I do. I don't want to see it go anywhere else. I was one of the ones that set on the board and decided to go with Capital Regional and decided to go with the construction company who came in. I was one of the ones that orchestrated that.

Again, this language that I see today is different from what I remember that was on that ballot. I might be wrong, but we did not tell the people the whole truth. What Commissioner Hinson was trying to get the attorney to do is based on what we did get. If you read that last sentence, it specifically says that it is to fund program services. Yes, we opened the hospital, but we are supposed to fund services for the indigent as it says specifically in the last paragraph. It does not say anything about 25 beds. I hear you about the 25 beds. I like the idea of swing beds. I am leery of 25 beds because I know we won't support it. We won't. We just won't. That is my concern.

I don't want to put us into a situation where Hurricane Michael comes, and when he comes, we've got 25 possible beds down there with no staff to adequately take care of them. That concerns me.

**Chair Viegbesie:**

Commissioner Holt, if you will hold on for just one minute, let me recognize Ms. Graham first because I don't know if your discussion is going to be on point, so I will recognize Ms. Graham and then Commissioner Holt. I know that hers is going to be –

**Ms. Graham:**

I am over it now. I was caught off guard because I didn't read it. However, I am o.k. now.

**Chair Viegbesie:**

O.K., Mr. McMillan?

**Craig McMillan:**

Mine is on point. It goes back to the point that Commissioner Taylor made. I want to ask the

board, and I am talking about the board of county commissioners when we talked about the role that GHI is playing. I think that it is great for us to be involved in the discussions and all, but having us, and this is my opinion, and we need to vote on it as a GHI Board, but having GHI as a part of the lease presents a couple of problems.

First, let us assume that the county commission and Capital Regional come to an agreement. If for some reason, GHI says, "We don't like it." Is that going to stop the lease? That is not going to happen. From a practical standpoint, the county commission is where the buck stops. It is not with GHI. So I think having us as part of the lease is an impediment to you. If GHI had a meeting and finally said, "We don't like what the county is doing, we disagree with it," how are you going to react to that as the county commissioners? I think it is wrong to have GHI as part of the lease. We are not owners of the building, and we are advisors to you. I think that is one thing.

The other thing is; apparently, ya'll have entered into an agreement that maybe Mr. Sheheane knows about with Eye Associates. Was GHI a part of that lease? I don't think so. So you are already doing it without GHI being a part of it or even being notified. I didn't know until the last meeting that Eye Associates was going out there. We are not even being informed.

To have us as part of the lease is completely wrong. That is all I have to say.

**Chair Viegbesie:**

O.K. Thank you, Mr. McMillan.

Yes, sir, Chair Sheheane? I assume your remarks are on point.

**GHI Chair Herb Sheheane:**

Yes, it is, Mr. Chairman.

I totally agree with Mr. McMillan because if you think about it, Board of County Commissioners, we are an advisory group. We advise you and give you counsel, and you make the decisions as to how you want to go. If we are a part of this lease and other advisory boards come to you, and there are many other advisory boards, and say to you, "We want to be a part of the lease, too like GHI is." The precedent you set – you have to be careful, in my opinion. We ought to be able to give you advice and counsel on the lease and everything else, but not be integrated into it as GHI.

**Chair Viegbesie:**

Thank you.

I think I see where GHI is coming from in this conversation. So having said that, Mr. Attorney?

**Commissioner Holt:**

Oops. You have another hand.

**Chair Viegbesie:**

Is it on point?

**Ms. Graham:**

Yes, it is on point.

The only concern I have with it and I have said this at least ten times. We don't have a dog in that hunt. The only concern I have is that one clause. When they get ready for any reason, they have to revert that license back. Are they going to revert it back to GHI or are they going to revert it back to the County? That is the only part that we don't need to dissolve. I am telling you this because I have been in nursing administration for a long time. I have done it for a long time. To fool with the potential to lose that license is going to create a huge problem. Because that is the way it was originally with the State, the best thing for us to do is to maintain that connection.

**Dr. Hercule, do you concur?**

**Chair Viegbesie:**

So I hear you say that in case the designee or the return of the license should be GHI?

**Ms. Graham:**

You don't have to spell out GHI, but you do need to say "designee" to keep us in that loop with the license.

**Chair Viegbesie:**

Commissioner Holt?

**Commissioner Holt:**

O.K. Great. Thank you. Two or three things.

One is that GHI needs to be in this document somewhere because just as we have the Planning and Zoning Board to oversee land issues coming to us, we need a filter. You have got to have someone that is looking at this stuff. And if they are members that want to do this or not want to do this, we need to decide that. But, you have to have a filter before coming to us.

The simple thing that they do in planning and zoning is they flush out all these issues before it gets to us. That is why we need some help with this. As you can see, there are items that we see that look a bit new. My eyes have been here a minute, and it doesn't look like any of this is new, but you need research done. Right now, we don't know how this can be done better. No one has done the research. Commissioner Morgan asked me last time which two hospitals I talked with.

I spoke to a commissioner that same day and asked him, "Didn't ya'll do a half-cent indigent tax?" He said, "No, we did a whole cent." He said that they were following the Gadsden County model. That is what made me think of it today. That is the model that the State of Florida did in 38 counties. It is called the Gadsden County Model, and we didn't follow it. It is the strangest thing. He called me about something else dealing with their hospital. He said, "Commissioner

Holt, can you tell me a little bit of something.” They were getting ready for a board meeting.

What I wanted to say is yes, we need a group. We need a group. I don’t know how you want to do it, but I believe that GHI is already established and they know more about this than anyone else. I think it needs to be something that needs to meet every two to three months. No matter what we do in a contract, it will need to be updated. We want to look at other programs. Where are the other programs that we need to look at to make this decision? We haven’t looked at them. We have not even looked at ones in the panhandle that are dealing with this. They are nearby.

Some of the small counties further down in Florida are looking at some of these items in Healthcare. Who is going to do that research if we are not doing it? We should be doing it, too. The county commission should be doing it, GHI and other boards or whomever we set up should be looking at this. If not, we are doing this in the blind.

The other thing, Mr. Glazer, I hate to say this, but are you going to take all these ideas into consideration? I don’t know if you look at the film or how are you going to do this? I don’t see you writing anything.

(Mr. Glazer pointed to his laptop computer on which he was taking notes.)

O.K. I am sorry. I kept getting worried.

**Chair Viegbesie:**

Commissioner Holt, I will guarantee you that every idea that you brought out, I am writing them all down.

**Commissioner Holt:**

I am writing as you are, but mine are all over the place. They are not organized. One thing that I want to make clear and this is something I need everyone to realize. When we did this project, to look at the half-cent, to do the 25 beds, the ER and all of that, it was \$9.7 million. Now, remember 25 beds and all that was \$9.7 million. That is what AJAX had agreed to. That is what Tallahassee Memorial had agreed to. When this was redone with Childers Construction, they came to the mic right here in this room, and the owner of that company said, “We can do the same thing.” I said, “You can do the same thing?” He said, “Yes.” And I said, “For the same price?” He said, “For the same price.” I said, “If it is not a penny more, it is the same price.” He said, “Yes.”

So the items that are not in there (the hospital) should have been in there. O.K. When Childers did it, it was \$10.3 million. O.K. You know I kept everything. I have all this information. But it is not here nor there; it is over. But, what I am saying is for that cost, we were supposed to get the beds. If we had not gotten anything, he physical rooms themselves should have been within that price. O.K.

We can’t go back to do that, but Capital Regional came in knowing that. They were here that night also. They came in knowing that.



AHCA told us not to give away the certificate. The federal judge said, "Don't give away the certificate." Everyone said, "Don't give it away in case there is a problem getting it back." When we were talking about that previous law firm and how much they charged, they had to walk us from DC back down to the federal court in Atlanta to the federal court over here and through the Legislature. We had to do all of that.

What I am saying is that we have to be a little bit more careful about what we are doing and what we are talking about.

But in looking at those beds, if we are looking at the beds and there is a concern about the cost, Commissioner Taylor, you are correct. There was a commissioner when I spoke to him on the phone the other day when he called me. I asked him, "How is it going?" I am concerned about the big and small counties. I asked him if they did the swing beds. He said, "Yes, that is the first thing we set up. Put the swing beds in there."

If you make ten swing beds, they will almost pay for the other 15. That is how swing beds work because they are somewhat reserved with federal dollars. They are going to pay you for those beds. But get this, we qualify anyway. If your swing beds are for senior citizens, we have more than enough to supply ten beds. If we have swing beds for veterans, who are usually our senior citizens anyway, it will help to pay for the other 15. That is the nursing care and that part. That is why you need it. That is why you will see a lot of small hospitals that will pull from their nursing homes. That way, if they have to be swapped out into a hospital facility for their general care, they will swing over to the hospital. If those beds are not needed, a lot of times, those patients will stay there until they swing back over into the nursing homes because the beds are not needed. Medicare and Medicaid continuously pay for them. So that is how that works.

Dr. J.M. Griffin, I know ya'll know of him, he knew it better than anyone else did. He knew exactly how to do it. He would say, "Go down there and hang an IV on them." He knew that the IV would kick in Medicaid and Medicare. He knew that, and he would tell you. He would tell you exactly how he was saying to do it.

Mr. Glazer, if you will, do this for me. If you are bringing in what the law says, will you bring copies for us? You are saying that the law says this on adding beds. I don't have what that law is, and I can't see it and evaluate it as I said with this document.

**Attorney Glazer:**

About the physical plant issues?

**Commissioner Holt:**

Yes, physical plant issues or any of those things that we have talked about today. That is why I asked if you were you getting those notes. You are saying that you are. When you said, "The Certificate of Need is no longer required, that it went away." What documentation do you have on that? That is a problem we had when I was speaking to the Secretary of Health in Washington, D.C.; he had just left Florida and gone up there. He said the same things that you

are saying now. Get it, hold on to it, and don't let it go. We did exactly the opposite of what the Secretary under the President said. He said, "Don't do that because that is how we fund you." That is a problem we had.

**I just wanted to know. When we talk about laws and stuff like that, let us have it in front of us.**

When I believe it is wrong, I am going to tell people like Commissioner Taylor said, If this is what we had on the agenda for whatever meeting that was and it was not exactly like that ballot. But if we voted on this, it should have been like that on the ballot. If you voted on this, and it wasn't put on the ballot like that, then we are responsible. If you get on the board, you are still responsible because you are on that board.

I just wanted to bring those things up. We need more time than I said. Remember I said October was not enough time to do this? It is just not enough time. If we are going to accept their proposal, Commissioner Taylor, you are for the 20 years. I will never be for 20 years. I will have to vote, "No," on just that. As I said, I may be dead in 20 years, but young people may need a hospital.

The last thing I am going to say is this. During the hurricane, I was working the hurricane. Capital Regional was full, TMH was full, and there was no room for us. And they let us know. It was not just for us; it was for surrounding counties also. We had no room. None.

I am not the most religious person because I raise hell with the best of them, but sometimes that is a sign from God saying, "If you know better, then do better." We are going to have to think of something else. We are going to have to think of something else because they are predicting five more hurricanes this year. What will we do? We are saying we don't need beds and they just told us last year there wasn't room for us. That is all I wanted to say.

I think we need more time.

**Commissioner Hinson:**

Mr. Chairman?

**Chairman Viegbesie:**

O.K. So Commissioner Hinson.

**Commissioner Hinson:**

It won't take but a second. This is something in my brain that I can't settle.

I noticed that from the video, and I don't like talking about the video, but when we make a promise to the people, you have almost got to – what you say and what you write down, I understand that, but sometimes when you say something, you must do what you say as well.

I notice that they said to monitor the finances of Capital Regional. Is that in writing? This board right here, our advisory committee, their job was to monitor the finances, which means that you guys (inaudible) federal dollars and everything else; what is coming in and going out; if that is the case do we have that information? If ya'll are monitoring the finances yearly. That is what it said there. I noticed that they said that. We can talk about that at a later date once ya'll

get all the information.

Also, Mr. Chairman, I will piggyback on what Commissioner Holt said, do you have any information or can we get information or testimony as to what the judges said when they were talking about those things. (When you said that we shouldn't get rid of this and that we should keep it here.) Do we have that in writing? Can we get that documentation? Just for information purposes, I guess.

Also, I think that personally, this is how I dealt with the school board, I think with this document we should go over it word by word. I said this in every meeting we go with. We were bamboozled by Brown vs. Board of Education when they said that segregation was over with. That was the biggest lie that has been told. When those smart people like Thurgood Marshall and all them looking at him, (there were lawyers, Jesus, and everybody else,) the Secretary found out after they were dancing and talking about how they had won it, she said, "In all deliberate speed." He said, "What?" The word "deliberate" took forever. I think it took until 1969 or whatever when it was really over with or whenever they feel like it. So a little word can mess up the complexion of this thing. It can mess up everything as you picked up. That was at the School Board, and we read everything word by word.

It can just be the board of county commissioners. We can invite the GHI board if they want to come in and just take up about one hour or an hour and a half a day and every week, meet and go over it until we finish everything. The first word, first sentence, all the way through and clear up everything. That way, we will know what we voted for.

I agree with what Craig said, too. I don't think we should – this is an advisory committee and an advisory committee shouldn't be a part of what you sign off on. We are responsible for what is going on. It is not the advisory committee, but at the same time, I want to have as much information when I go into the community. This is a mammoth decision here. This will make or break anybody. There are some points that you brought up, and we need to be clear about them.

I am not saying that I don't want to go with it. Capital Regional has been very fair with us. We want to make sure that we represent the people, too, as well.

**Chair Viegbesie:**

Thank you, Commissioner Hinson.

Commissioner Taylor raised an item that we touched on in the last meeting that we did not bring to completion. Since we are making and preparing a counteroffer, so to speak, what will we be asking for in terms of the rent?

**Commissioner Taylor:**

\$250,000

**Chair Viegbesie:**

And the term. This document we are preparing, (I hope you come with pad, especially, Mr.

Interim,) how are we, as a board of county commissioners, going to actually know what we are approving so that our attorney can get it to get into the final document which he will take to Capital Regional Medical Center. The Board of County Commission must also decide the duration of the contract. This is where we are right now. I am just touching on these items.

So let's work on the rent - a reasonable rent and first right of refusal for other space not included in the lease. We also need to work on the ambulance transport and the period of the lease. We need to know where we are with equipment and who is responsible; the terms of the notice of termination as required from the board of county commission or Capital Regional.

I know we have already mentioned those in some of our previous conversations. These are the things that we need to come to some idea of what the attorney should take to Capital Medical Regional for the conversation on this. The final document will come to us before (inaudible)

Just a minute, Commissioner Holt.

Commissioner Taylor, are you ready?

**Commissioner Taylor:**

I am ready. As far as rent is concerned, I said \$350,000, but I will take that back, and I will say \$250,000 with a 5% increase every three years.

With regard to the indigent care portion, we are now down to \$200,000 from \$600,000. I will agree to let that stay as it is. We pay them \$200,000 and retain the \$400,000. Originally, we were paying them \$600,000. So I agree with those terms.

With regard to the beds in the hospital, I do think that we need to designate four (4) swing beds. I think that can be done and I don't think it will add any additional costs.

With regard to the term "governmental agency" – I want this document to say "AHCA" as opposed to a governmental agency.

With regard to (this is probably something you all will probably throw back at me,) but we shouldn't cut the grass. We have enough to do trying to keep our grass cut, and in the current lease, we are responsible for the landscaping. I will ask that Capital Regional now become responsible for the landscaping.

I agree with a twenty (20) year lease. I think I gave you the terms for the 20-year lease with them coming back every three years for an update and a 5% increase on the rent.

**Chair Viegbesie:**

I think earlier you also said that a timeline should be stipulated for the duration of the contract with for period for other development. That is what I wrote down. I don't know if that is what you wanted to say.

**Commissioner Taylor:**

Yes, I did say that.

Now, you said something about transportation and using –

**Chair Viegbesie:**  
Ambulance. Ambulance transport.

**Commissioner Taylor:**  
Explain to me what their conflict is?

**Chair Viegbesie:**  
Mr. Attorney?

**Attorney Glazer:**  
Currently, there are certain ambulance runs that Medicare won't pay for. Capital Regional pays for those. The proposal is that we expand the categories of runs that Capital Regional will pay for. So they will be paying for more categories of runs, not just the certain Medicare runs. They will also pay for certain indigent runs and some others. I can look that up, but they would also pay – instead of the flat fee, which they pay now, which I think is \$300 per run, they will pay what they call the Medicare Rate. So it is the same thing that Medicare pays.

I ran that by Chief Maddox, and he thinks the proposal is a fair one.

So they are paying more money for more runs than they are currently paying.

**Commissioner Taylor:**  
O.K. that money will come into the coffers of the county from Capital Regional?

**Attorney Glazer:**  
To EMS. Yes. They are proposing to pay for more runs and more money.

**Chair Viegbesie:**  
Who is proposing? You or Capital Regional?

**Attorney Glazer:**  
I have discussed that with Capital Regional and Chief Maddox. We presented that to Capital Regional. But nobody has agreed to anything yet, but the proposal was that they pay more money for more runs on the ambulance runs. Chief Maddox made the suggestion. Capital Regional seems to be o.k. with it.

**Commissioner Taylor:**  
If our Chief is o.k. with it, I have no problem with where you are now with regards to that.

I don't have anything else.

County equipment. Oh, yeah. That little part that says "a payment," like one, in the event there

is a termination of the license or the agreement. I would like some kind of

**Chair Viegbesie:**

I think the word you used before was plural. It is an installment payment plan.

**Commissioner Taylor:**

Last time I said amortization, but that wasn't the right word.

**Commissioner Holt:**

It would be depreciation and then amortization.

**Attorney Glazer:**

There was one other big issue with the equipment. Currently, the county is responsible for equipment and all the new equipment. We have proposed that would be shifted to Capital Regional and again, nobody has agreed to anything, but I think they are willing to do that if they get long enough lease.

Are you O.K. with that?

**Commissioner Taylor:**

I am. I am. I thought that was a great idea. My problem with that was the big lump sum payment for the Capital Regional Equipment in the event there is a termination. My thing now is – yes, I understand that you all are now buying the equipment, but I don't want to be obligated to one payment. We might need to have that scheduled out.

That is all I have. Thank you very much.

**Chair Viegbesie:**

Commissioner Morgan, before I recognize you, I think, with regards to the payment on the equipment, if I recall at the last meeting, the Clerk says that the hospital trust has money that would be what the county would use to make the payment.

**Commissioner Taylor:**

He did identify the funding source, but we don't want to liquidate all of the money from the trust to buyback. We still need an opportunity to schedule payments because we don't know what else we may need if we need to go into the facility.

**Chair Viegbesie:**

Commissioner Morgan, it is all yours.

**Commissioner Morgan:**

Thank you, Mr. Chair. I will be brief. I think one of the things that are incumbent on us to remember as we consider each of these provisions individually and this agreement collectively, anytime we have a specific "ask," in my opinion, we ought to have something specific to give in this relationship. I think anytime we are talking about potentially or dramatically increasing operational costs from their perspective that is going to water down the success of this model

that we have had in the past and what we are trying to build on here. I don't think we can go to the table and say, "Hey, here is what we specifically are expecting to get in addition to what is on the table in this agreement without having specific "gives" to go with that. I think that is what makes a negotiation. So I understand, and I appreciate all the prospective here, but let's consider it from their perspective as well. What will get us a successful deal here for the long term of the county?

**Chair Viegbesie:**

I am hearing you say that you don't want us to get to an impasse that would force the termination that it could lead to.

**Commissioner Morgan:**

I think that the overall attitude in the negotiation needs to be in good faith. We do have some expectations, but here is what we are specifically willing to give or concede or consider from your point of view for that. I think it is crucial when you are talking about these types of negotiations.

**Chair Viegbesie: (to Attorney Glazer)**

Do you want to make a point before I recognize Commissioner Holt?

**Attorney Glazer:**

Yes, Commissioner Morgan, I think the big "give" that Capital Regional is interested in is time. I think the longer-term is what they want.

**Commissioner Morgan:**

Do you mean the 20 years?

**Attorney Glazer:**

That goes a long way with getting them to do things. That is just my thoughts.

**Chair Viegbesie:**

Commissioner Holt?

**Commissioner Holt:**

Thank you. The equipment - if Gadsden County bought the equipment it was \$2 million?

**Attorney Glazer:**

Yes, nine years ago.

**Commissioner Holt:**

I am talking about how to update it.

**Attorney Glazer:**

I don't know.

**Commissioner Holt:**

How can we negotiate on who is going to buy the equipment if we don't know what the equipment costs?

**Attorney Glazer:**

I was wrong. I do know.

**Commissioner Holt:**

I was going to say that you told us last time something about it.

**Attorney Glazer:**

I think that was Mr. Kessee had an estimate.  
I want to say that it was \$1 point something.

**Commissioner Holt:**

Mr. Clerk, on the records on the fund, how much is that?

**Clerk Thomas:**

\$1,135,000.

**Commissioner Holt:**

So we are halfway there buying the equipment anyway without a twenty-year extension.

**Attorney Glazer:**

His estimate was \$1,661,000.

**Commissioner Holt:**

So you are only \$500,000 down in purchasing new equipment outright.

**Attorney Glazer"**

Unless you use that money to add more.

**Commissioner Holt:**

What I am saying is if we do not do a twenty-year lease, we have enough money in interest to almost pay for the equipment that they want to buy that includes a twenty-year lease. It is illogical to tie up the whole facility if you are over halfway there to buying the updated equipment. That is just one item more for you to think about. So we would not have to do a twenty-year lease.

It is difficult to work on the equipment - saying you are going to lease out this facility out for \$2 million worth of equipment. We have over a million just in the interest that we can use to purchase the updated equipment.

The swing beds would not matter in that because they will pay for themselves. You could consider some of this with a ten-year lease on the emergency room only. There is no reason for them to have a contract on space that they are not using. None whatsoever.



If they did a freestanding emergency room, they would have just an emergency room. Why would they need to have the rest of this building if they are only going to operate the emergency room? It is not logical.

What if we wanted to open up a VA section for veterans? As you said, they get the right of first refusal. What if it was for something that they didn't want, but we wanted it. If we wanted a VA hospital in there along with the emergency room, it is illogical for them to retain space that they don't need.

The ambulance director needs to be at the next meeting if he is going to be quoted as saying something with numbers. So the director needs to be here so he can quote that.

As I said, we need an extension on this negotiation. I just brought it to ten years because I said that in ten years and in five years, you ought to have at least half of those beds in there and up and running. I don't mean some isolated beds that you are not using. If you have a minor condition and you need to spend the night, there is no reason to spend the night in Tallahassee when you are going to have a full emergency room right there with doctors and everything for observation. There is no reason to go to Tallahassee. Capital Regional nine times out of ten refers to their hospital. You have Capital Regional staff and doctors already there. There is no reason to have five beds or maybe even ten beds that are operational.

I think the other part was, "What will we do about meals and stuff like that. That was already worked out with the nursing home anyway to do meals there. That is not even a concern. It is right around the corner.

What I wanted to say is - the main thing is it takes longer to negotiate a counter proposal than we are giving it. This is a serious business if you are talking about the long-term. So we need to schedule some other meetings, and we need to go to work on this. That is what we need to. That is what we get paid to do. We do. Ya'll don't. (speaking to GHI board members) Ya'll are all volunteers, but we get paid to do this, so we need to go to work.

We need to look at this. As I said, the interest is already sitting there. Not what is in the endowment. The interest itself is sitting there for equipment.

**Chair Viegbesie:**

O.k. Commissioner Taylor, just a minute.

Mr. McMillan?

**Craig McMillan:**

This is coming from an advisory standpoint, and this shows you an example of how we can get into weeds of things that we don't have any business in. What are you going to use the rent for? What are you going to do with the money that you receive in rent as a county commission?

**Commissioner Taylor:**

The \$250,000?

**Craig McMillan:**

Are you just going to put it into the coffers of the general operating fund of the county commission?

**Commissioner Taylor:**

That would be the decision for me, but it would have to be the decision of the board.

**Craig McMillan:**

That would be a decision for the board. But I would think, if it were coming from the hospital, if it has to do with healthcare, it ought to go to help pay the indigent care and other things. I might have a difference of opinion than what you are going to want to use the money for.

**Commissioner Taylor:**

Wait, wait, wait. I have not given an opinion. I said that would be a discussion to be held by the board.

**Craig McMillan:**

I understand, but as an outside advisory committee, we don't need to be involved in that.

**Commissioner Holt:**

Yes, you do. You have good suggestions.

**Chair Viegbesie:**

Commissioner Taylor?

**Commissioner Taylor:**

Rights of first refusal – can we address that in the contract?

**Chair Viegbesie:**

Yes, he already has that down, and I have it down here. They will not have the right of first refusal for the space that is not under their contract. I think that is what one of us suggested that we have and I wrote it down.

**Commissioner Taylor:**

That is one of the things that Commissioner Holt talked about – them denying entrance of other entities. I want that made clear.

**Chair Viegbesie:**

In defense of Capital Regional Medical Center, the two entities that have come in, one of them I worked with directly, Dr. Hart, the endocrinologist. When the request was made to CRMC as to Dr. Hart coming in, they did not have the slightest opposition. So I don't have them exercising the right of first refusal even though it is in the contract.

But, yes, the area that is not under contract to them needs to come out of this agreement. But we have not had any problem with them exercising their right of first refusal to preclude anyone

else from using the unused space. If we can add that in, I think it will be a good thing, too.

**Commissioner Taylor:**

I think it is. As someone so eloquently said a few minutes ago, those who are sitting at the table now making these rules may not be here five or ten years from now. Especially with the CEO of Capital Regional. They change every five years. They rotate in and out. I would rather have something in their in case we don't the same people. I am not saying that we are having any trouble with those people. I think they are above that and I like their quality of care.

Thank you.

**Chair Viegbesie:**

Now we heard from both boards.

Mr. Attorney, if there is anything that you are not sure of what the board is asking, will you please reach out to the board members through the interim county administrator and let them fill you in on what it is. We need to have what we have discussed today in a draft and if there is anything that you don't understand what we are asking, will you make sure that you get it clear and we can begin to work. **Honestly, I think we need to agenda the extension of this contract date. This is going to** take a while. I don't know what our attorney thinks about it. He is our legal adviser with regard to this. So I am going to recommend sir.

**Attorney Glazer:**

The extension is fine. We can draft that up and check with Capital Regional and bring it back to you.

I just have one other question. I have been taking notes.

The clerk had a suggestion about some level of expanding the space. Currently, there is space within the lease, but it is not finished out. It is just cement. The clerk had asked about and suggested the possibility of using some county funds to put additional beds, bays or whatever you want to call them there.

Capital Regional, when they were here before, also mentioned the notion of trying to expand the space. I am not sure if we are exactly together on that, but there appears to be some interest on both sides in finishing out some more space. Is that something that I should pursue?

**Chair Viegbesie:**

Mr. Attorney, I know that every hour you work costs us money. So if you can put together t the suggestions. Now, I am going to take the approach of Commissioner Hinson. Maybe put the county and what we have asked for and what you have discussed remembering what has suggested and then what Capital Regional is suggesting – whatever is common to both, we don't need to discuss those. Where we have discrepancy is what we need to find a way to come to a compromise. They call it congruency on the issue. That will expedite this, and we will not have to kick this can so way down beyond necessary.

Just one minute, Ms. Graham.

**Ms. Graham:**

Something started bothering me when another subject came up about the trust. This is bothering me. I want to be able to read the language in the trust. Could somebody please have that sent to us?

**Chair Viegbesie:**

The hospital trust?

**Arriane Graham:**

Yes. Somebody, please have that for me. I want to read it.

And the reason why it is nagging at me is that if this whole deal goes south, then we are going to be relying on our trust to bail us out. On that same line of thinking (I am a linear thinker) I can't (inaudible) because I am a linear thinker. On that same line of thinking, if you pull Gadsden Hospital Inc. completely out of this document – you keep saying lease, landlord, tenant, but it is a contract. It is a legal binding contract. It is specifically a lease, but it is a legal document, and you can put whatever in it that you want. If it ever comes to a bailout and you have pulled us out of it, how do you reclaim those funds, how do we re-file? You see, my thing is I am going to raise all of the "What ifs?" Where would we be standing? We have to have a Plan B if all of this goes (I try not to cuss.)

**Commissioner Taylor:**

Mr. Glazer, as the Chairman said, this is not copying. Go ahead and negotiate what we have said tonight. Come back to us with a document that we can vote on.

Now, I think I heard Commissioner Hinson, myself and I think you, again, don't put words in my mouth and correct me if I am wrong. It sounds like we want to take GHI out of the lease. That is what I am hearing. The majority of this board is saying take GHI out of the lease. I think we are there to take them out of the lease. Not in their advisory capacity because we still depend on GHI, but not in the lease. That is what I am hearing said. I think you concur, sir and I think you concur, sir and me as well. So that is three that concurs.

So, Mr. Glazer, that is where we are. The Chair said something a minute ago, and that is why I pointed because he was going where I had hoped. If you come back after you have fomented these terms after you have negotiated your best. We can look at it when you come back. I wouldn't put it on the agenda.

**Chair Viegbesie:**

No, I didn't say agenda it. What I ask for was the extension of the current lease term for notice. He said he could discuss with them how far to extend it. Then we can agenda the extension.

**Commissioner Taylor:**

Got it. If he could come back with something that is negotiated, based on the discussion tonight, at a meeting in September. I agree with the October extension date being too soon. I

agree with that. This is too sensitive, and I know that GHI is getting tired of it, but I know that you need to be here for the outcome of all of this. I would like to have a meeting, if we can, after the negotiations in September. Schedule something for October. (inaudible)

**Clerk Thomas:**

Mr. Chair?

**Chair Viegbesie:**

Yes, Mr. Clerk

**Commissioner Taylor:**

Wait a minute; I am not ready to yield.

That is what I would like to see.

Now, is there a penalty for extending the extension? Do we find ourselves in a quagmire if we say November or December to bring this thing back and let's vote it? As you so eloquently said at the last two meetings, let's not kick this can any further. Let's come up with something that we can all agree on and make it happen. Some of us are not going to get everything. That happens every time. That is to be understood. But at least get one that we can live with.

Now, I can say this. I don't care how long we put on the lease. We could put 100 years on it. But, if the board comes back and has a majority that says, "This thing is trash; it is worth no more than the paper, it carries no more weight." Now we may end up in a lawsuit. But if the board says and has a valid reason to terminate, then we go through a lawsuit and get out of it, but there will be a valid reason. The board wouldn't just by the seat of their pants say, "Let's get out of this thing."

There has to be a valid reason as to why they would do that. If the agency is providing the quality level services we are expecting; the lease should stay in place. We can ask them to meet with us every three years and give us a rent increase, and we are getting revenue. If it does not cost us anything, and if our citizens are satisfied with the services, then it should stay in place. So I am saying that if we can look at something that you have negotiated in September as well as the extension that Mr. Chair has recommended, I would like to see this thing done before 2020 comes in here. I think we can do it. I think we don't have to kick that can any further. That is where I am. I promise you that is all I am going to say.

**Chair Viegbesie:**

Mr. Clerk?

**Clerk Thomas:**

Thank you, Mr. Chair.

If you will allow it, I would like to ask Mr. Glazer a question. If that term that I mentioned at the last meeting that says if they go over a \$500,000 operating loss, they could use that as a way to

end the contract.

Would you say that the proposed terms make it more likely that they will have an operating loss versus the terms where they pay no rent, and they are receiving money from the county? Would you say it is more likely that they would have an operating loss under the new proposed terms?

**Attorney Glazer:**

My own opinion is that it is not, but that is a risk. But the way that provision is written, it is not more likely. I will go back and double-check.

**Clerk Thomas:**

Does it include the money that we give them? Is that taken into account?

**Attorney Glazer:**

Right. I still think that is not as likely, but if they start to operate at a loss and provide that notice, the county could come back to offer concessions to try to make that up. The reason they have to give so much notice is so that there is the time in which the county can try to address and fix anything that might come up.

**Clerk Thomas:**

I bring that up because back in 1992 when Tallahassee Memorial left, they gave six months' notice. They were paying \$380,000 per year. It turns out after the fact that rent payment was an issue for them. Then we had subsequent management companies. I think the most any of them paid was \$60,000 per year. It was more important to us that we knew they would be here, and we would not burden them.

Like someone suggested – the money that they pay goes back into the hospital revenue fund to be used for the hospital. It is not like the board of county commissioners is going to be able to take this money and do with it whatever they want. They will not be able to do that. So I think while we are looking at these financial terms, getting money from them is not like the county can take any of it – the rent or the indigent tax – and put it into the general fund and do with it what you want. History suggests to me that being tough on these financial terms is not the best approach.

That is just my opinion.

**Commissioner Taylor:**

Mr. Clerk, let me say this real quick, and I am done. \$188,000 was proposed by Capital Regional. We are talking about an additional \$60,000. So it is the money that they are proposing based on what they see that they can afford to do.

Now let me ask this one question to you — just one question.

How is it that rent becomes restricted? How is that? I understand that indigent care is restricted funds. I don't understand how rent that the county is collecting becomes restricted

when it is revenue that doesn't have a stream that is coming from an entity outside of Capital Regional. I mean they aren't a governmental agency, and they are giving this money from a funding source. This is coming from their general fund to pay a bill. So how is it that those dollars become restrictive?

**Clerk Thomas:**

We will do further research, but this money in the past has always gone into a hospital revenue fund. You are putting other public money into this hospital – the indigent tax, paying the debt service on it and they are using this facility to generate money. I believe that the money needs to go back to the hospital. We will research that.

**Commissioner Taylor:**

Yeah, is there is a State Statute? That is all I am asking for is something in writing that shows where it must go into the hospital fund. You are the chief financial officer. You know these things. That is your job. But, if it is a state statute, I need to see that.

**Chair Viegbesie:**

I am going to recognize Commissioner Holt, and we are going to be brief because I know some commissioners are ready to get out of here. Otherwise, some of you will be giving me mouth to mouth in a few minutes.

(laughter)

**Commissioner Holt:**

On this issue and I know we are talking about rent and all that other stuff, but I am back to the healthcare thing. To me, it is more important that we can get some good healthcare. Now, I understand all the others. On the financial side, if that is the case and they are receiving public funds, then Capital Regional should be able to give us a report on their financials. (Money that comes from people of Gadsden County. ) That is one thing that I asked about before. If there are 8,000 people from Gadsden County that went through that facility that went on to Capital Regional in Tallahassee and you are receiving public funds from the county, from the surtax, you should have an accounting. You have to be accountable for that. You can't just come and say, "Because we are a for-profit," you can't give us data. You have to give us the information because we gave you public dollars.

Mr. Attorney, you remember I asked about that before. So that is a requirement. If I am not mistaken, that is exactly what the law says. We do the same thing when we fund non-profits. You have to give us some accounting for those dollars. That is one thing.

To me, the beds and the healthcare for these people and all that stuff is the only reason we are here. We are not here for any of this other stuff.

My final point is this. We cannot give them a final proposal because we have not gone through the draft as a group. We went through just a few pages. So Attorney Glazer cannot go to them and say, "This is their proposal." You can on some of the items, but we have not gone through the draft. So we don't know if there are some other things in here that we may or may not

agree with. We do need another meeting to go through this.

**Chair Viegbesie:**

I would think that if every one of us with regards to going through the draft like Commissioner Taylor- she specifically went to items that are on the proposal that she wanted to be addressed. So if all of us do that, then maybe every item on the proposal would be referred to and talked about. It is still a work in progress, and we are going to get to the point more than just extending the time.

**Dr. Hercule:**

Very quickly.

**Chair Viegbesie:**

Dr. Hercule, please.

**Dr. Hercule:**

If you agree to it, we should have certain expectations. We do not want the hospital to be operating at the same level at the end of the lease term as they are operating today. So you have to say that in three (3) to five (5) years, I want to see you increase the number of beds. Let's say ten or fifteen or twenty and so on, and so on. For instance, you would like to have plans to have a nursing home attached to it for the citizens here. I know that is totally outside, but the vision that we have is not to stay like this but to be progressive. Twenty years is a lot of time. In three (3) years, five (5) years, ten (10) years, there is a lot you can accomplish. Granted, they have done a fantastic job of saving lives. But we are still operating not having functional beds where we can admit patients and so on.

I would like to see if you all agree to a twenty-year lease, that you impose progressive steps that they have to achieve every three (3) to five (5) years.

**Craig McMillan:**

Can I make one request? Then it is over with for me.

**Dr. Viegbesie:**

Yes, sir.

**Craig McMillan:**

Would you, can I get the manager or whoever is going to do it to email all of us a copy of what was actually on the ballot?

**Chair Viegbesie:**

Yes. The GHI members and the board members.

Now we have been here for more than two hours. You have been productive, and hopefully when we come back together, we can begin from where we stopped tonight. I don't want to go back and rehash everything we have already been through.



**3. Citizens Requesting to be Heard on Non-Agenda Items (3 minute limit)**

Before I adjourn, I just got reminded to ask if there is anyone in the audience who has anything to say with regards to the agenda item – what we are discussing. If you have comments, citizens, this would be where I would like you to state your opinion and your position.

**Mary Williams:**

Good evening. My name is Mary Williams, and at one time, I was employed at the Gadsden County Times. I was the one who ran the legals for GHI and the BOCC. So I remember a lot about the planning and everything that went into the hospital.

I am also a heart patient, and I have benefited from the hospital. I will be the first person to defend the need of the hospital. That hospital saved my life. At the same time, I do know what - I am the co-pastor of Host of Heaven Church, and I talk to a lot of people. There are high expectations. Nobody wants to go back as far as the care goes. At the same time, after listening to you all and I do appreciate the work that you do, I realize that you have to be careful with the advancing of that hospital.

I want to stand and say that there is a dire need. I have a condition where I could drop dead at any time. So yes, time is crucial to me. I have so many other people, especially in this age bracket – I am in my 60's, so I want to let you know that the need is dire. Even though there are a lot of things to be weighed, we do want to see progress. We do not want to go back. You definitely don't want to lose any more lives because nobody can come to an agreement.

Gadsden County has to go forward. We can't concede on anything, and even if everything goes wrong, please continue to go forward. I have been affected by it personally. I had a job where expressing my opinion was not advised because I was working for the newspaper. But, I am no longer barred as of February. I do want to let you know that what you do is appreciated and that you dig down deep and make sure that you take care to dot every "i" and cross every "t." If you can, take into consideration your constituents. Talk to your constituents and find out. You know who is important to you in your positions and what you are responsible for. But, find out how important it is to the ones that voted you into office to do this job and do it thoroughly.

I know there are concessions to be made, but you need to know the things that cannot be conceded on. At the same time, you need to make progress with that hospital. I can say that because that hospital stop point or whatever, it save my life. It does matter. It does matter.

**Chair Viegbesie:**

Thank you very much, Madam. That is very appreciated. That is a testimony there for us to actually hang on.

Are there any other comments from the public?

Gadsden County Board of County Commissioners  
And Gadsden Hospital, Inc.  
August 27, 2019 Joint Special Meeting

**4. Motion to Adjourn**

Hearing none, we are adjourned. 7:41 p.m.

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**Anthony Viegbesie, Chairman**

**ATTEST:**

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**Nicholas Thomas, Clerk**