

AT A SPECIAL MEETING OF THE BOARD OF COUNTY COMMISSIONERS, GADSDEN HOSPITAL INC., AND CAPITAL REGIONAL MEDICAL CENTER HELD IN AND FOR GADSDEN COUNTY, FLORIDA ON JANUARY 23, 2020 AT 4:00 P.M., THE FOLLOWING PROCEEDING WAS HAD, VIZ:

**Present:** Dr. Anthony "Dr. V" Viegbesie, Chair, District 2  
Brenda Holt, Vice Chair, District 4  
Eric Hinson, District 1  
Gene Morgan, District 3  
Sherrie Taylor, District 5  
Wesley Hall, Interim County Administrator  
Mike Glazer, County Attorney  
Marcella Blocker, Deputy Clerk

**Staff:** Herb Sheheane  
Arrie Battle  
Craig McMillan  
Scott Whitehead  
Jimmy Suber  
Sam Palmer  
Arriane Graham  
Alan Keesee, CEO, CRMC

**Absent:** Fred Dudley  
Dr. Hentz Hercule

**1. Welcome**

Chairman Viegbesie welcomed everyone to the meeting and called the meeting to order at 4:05 P.M.

**2. Discussion regarding the Draft of the Amended Hospital Lease and Related Agreements**

Chairman Viegbesie introduced the item above and stated it was the only item on the agenda. He stated he would yield to the Chair of the GHI and then he would allow members of the board to add discussion followed by any public questions or comments. He stated that he hoped that by the time the meeting was over, the draft would work in a way acceptable to all and come up with a finished product that would make everyone happy.

Mr. Sheheane said everyone had worked many collective hours on this tentative lease and thanked everyone for working with them and coming up with the best they could come up with for the citizens of Gadsden County.

Chairman Viegbesie asked everyone who wanted to speak to please do so into the microphone for proper minutes to be taken and typed by the Deputy Clerk.

Mr. Glazer reminded everyone under the current lease, the initial term ends on June 30, 2020.

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Under the current lease the County had to provide notice of non-renewal 1 year prior to that day, but through 4 different amendments, that dead line was now February 29, 2020. If no notice of non-renewal was provided then, per the current lease, it automatically renews for an additional 5 years under the current terms. If the County decides to provide a notice of non-renewal then one of two things would happen; either the hospital closes and we do not have it anymore or negotiations could continue after notice of non-renewal but there was a statute that governs these kinds of leases by Counties to hospital companies. If the County provides a notice of non-renewal, that Statute was triggered. At the moment we are grandfathered, if you do an amended lease without having a termination we do not have to tell the State anything but if you provide a notice of non-renewal, negotiate, and come up with a deal, there was a lot of additional hoops to jump through that would be very time consuming and expensive to go through and requires a lot of additional work. He further stated the County had been through a number of amended leases. He said in the packet beginning on page 45 was a clean version of the current draft.

Chairman Viegbesie suggested going directly to the bullet points.

Ms. Graham and Ms. Battle agreed he should start with bullet points.

Mr. Glazer read aloud the following:

#### CURRENT HOSPITAL LEASE

- The Initial Term ends on June 30, 2020.
- Per the original Lease, the County had to provide notice of nonrenewal one year prior to the end of the Initial Term if the County did not want to renew. As a result of four recent amendments, that deadline is now February 29, 2020.
- If there is no notice of nonrenewal by the County by the deadline and if there is no Amended Lease, the current lease will automatically renew for 5 more years under its existing terms
- If the County does provide notice of nonrenewal, one of two things will happen:
  - The Lease will end and the Hospital will close; or
  - The parties can continue to negotiate. However, there is a Florida statute that applies to these types of leases. The statute has been amended and there are lots of new requirements since we did the initial lease 10 years ago. We are currently grandfathered and don't have to jump through the new hoops if the County amends. But if the County provides a notice of nonrenewal, it means that all new requirements will have to be met if there is a later agreement to amend the Lease. This will cause delays, work and expense.

#### AS TO THE AMENDED LEASE

- Legal counsel sent out a first draft on April 3, 2019.
- Legal counsel had met with staff and representative of Capital Regional Medical Center months before that date.
- There have been multiple drafts and meetings since then.

#### SUMMARY OF KEY ELEMENTS IN THE DRAFT AMENDED LEASE:

- The only Lease payment to the County from CRMC is currently \$12,000/year for a small part of the building. Under the Amended Lease, the rent goes to \$200,000/year and is increased 5% every 3 years.
- New Term is 15 years.
- In return, CRMC takes over all the equipment responsibilities. Currently, the major equipment is owned by County and maintained by CRMC. The County spent approximately \$2 million to purchase that equipment in 2009/2010. Most of the equipment is coming to the end of its useful life. Under the current Lease, the County would have to pay to replace it. The cost would be very high. Under the Amended Lease, CRMC is offering to take over the responsibility to purchase that new equipment but needs a longer lease to justify the expenditure.
- The County would still be responsible for major repairs like HVAC, mechanical, electrical, plumbing, building/roof but CRMC would take over the landscaping and grounds maintenance from County.
- CRMC would not be obligated to open inpatient beds. However, under the draft Amended Lease, CRMC is obligated to provide a report every 3 years that includes an evaluation of the need to expand services including the possible addition of inpatient beds.
- The current notice of nonrenewal provision is 180 days for CRMC and 360 days for County. Under the Amended Lease, it would be 12 months for both parties.
- Currently, CRMC can terminate the Lease on 180 days' notice if it lost \$350,000 in the prior 12 months. Under the Amended Lease, CRMC could terminate on 360 days' notice if the loss is \$500,000. The provision in the Amended Lease makes it harder for CRMC to terminate.
- GHI can continue to operate exactly as they do today but would no longer have to sign any changes. However, GHI does need to approve and sign the Amended Lease.
- The Amended Lease still contains a Right of first refusal provision, but it has been modified to make it clear that both parties intend the building to be used to increase access to health care services for Gadsden County residents.
- There is a Florida Statute that governs leases by counties to private operators. We had to satisfy certain statutory requirements in 2010 to comply with this law. The statute has since been amended and is much more cumbersome than in 2010. However, there are ways to be grandfathered to avoid that additional work and expense. This draft of the Amended Lease is structured to be eligible for grandfathering.

#### SEPARATE INDIGENT CARE PAYMENT AGREEMENT

- The provisions in the current Lease regarding payments to CRMC from the proceeds of the Indigent Care Tax are moved to a separate agreement.
- In order to help underwrite indigent care, the Hospital currently receives a portion of the indigent care tax collections that remain after payment of debt service with a floor of \$460,000. With increasing tax revenues, CRMC received approximately \$845,000 in most recent 12 months reported per information from Clerk Thomas.
- Under this proposed Amended Lease, the payment drops to a maximum of \$200,000 per year.
- CRMC is legally obligated to provide care to everyone that comes to the emergency

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department without regard to ability to pay. That legal obligation does not change.

#### SEPARATE AMBULANCE AGREEMENT

- The provisions in the current Lease regarding the payment by CRMC for certain Gadsden EMS categories of ambulance transports are moved to a separate agreement.
- The new proposed agreement expands the categories for which CRMC would pay and, per Chief Maddox, generally increases the amount that would be paid for these transports compared to what CRMC currently pays.

Chairman Viegbesie asked Mr. Glazer to give a copy of what he read to the Deputy Clerk and he stated he would email it to her.

Chairman Viegbesie stated the submission of the contract had been heard from what was and what now is and stated they could discuss the highlights made and then they could determine if there was a need for adjustment amendments in the new contract and whether they want to go with it and present it for approval at the next BOCC Meeting. He wants the citizens of Gadsden County to have access to health care no matter who provided it.

He stated, with regards to indigent care, they would only get up to \$200,000 and the rent they are paying is \$200,000 so that was a wash-out. The rent they are paying was from the indigent sales tax, so nothing is coming to the county as he understood the contract.

Mr. Glazer stated they were currently getting, in 2019, \$845,000 from the County and they paid only \$12,000. Under the new contract, assuming it was \$845,000 next year, they would only get \$200,000 the County would keep \$645,000 and they would pay \$200,000 in rent. Using the same numbers, the County would net almost \$645,000 over where they would be otherwise.

Chairman Viegbesie stated, looking at what the Clerk sent from 2010-2019, CRMC received \$409 Million, the Gadsden County Health Department received \$2.9 Million and the Gadsden Health Council received \$648,000. If that was broke down CRMC got 65% of what was collected. He stated he did not see, in the contract under Indigent Care, that showed any reduction in the percentage that CRMC would be getting of the 65% of the tax collected after debt services and asked if that could go specifically in the contract.

Mr. Glazer stated it was moved to a different agreement. He stated it was one of the separate agreements and what it said specifically was the BOCC agrees to annually allocate \$200,000 or 20% of the proceeds from the tax, not otherwise committed to debt, whichever is less." It was put in a separate agreement so it was very clear that it was no more than \$200,000, and it could be less.

Chairman Viegbesie said since we are in a meeting and strategizing, he would suggest whatever excess came from indigent care collection should be kept in a restricted hospital gross fund. Maybe somewhere down the line the County will have enough in that pot to enable us to increase what type of health service provision entity that the County will have for its citizens. Rather than squandering the difference the County could put that in a restrictive hospital gross fund annually and see how it would help the County diversify our healthcare provision strategy.

Mr. McMillan said they were giving them \$800,000 a year now but going to \$200,000 and that

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was a \$600,000 difference. They will also pay the County \$200,000 in rent that they were not paying. So total coming back to the County with Indigent Care and with the rent it is \$800,000 not \$600,000.

Mr. Glazer agreed it was not \$600,000 but it was \$800,000.

Commissioner Hinson stated 20% or \$200,000, Mr. Glazer confirmed whichever was lower.

Commissioner Hinson said 20% of \$2 Million was \$400,000.

Mr. Glazer stated if there was \$2 Million in the pot CRMC could not get more than \$200,000.

Clerk Thomas explained he sent the information out and took a closer look at it and prior to 2018/19, the tax increased about \$100,000/year. The jump was hurricane Michael related. This was a sales tax so it directly reflects spending. The increase was a bump about \$350,000 that might drop after this year by \$200,000. He wanted to make sure the significant increase in 2018/19 was known. However, since the economy had been good, the tax increase had been increased about \$100,000 since 2018/19.

Commissioner Holt said page 4 of 90 where hospital was marked out, under the first Whereas on the page, she thinks hospital should still be there, not campus. She stated we needed a monitoring group for this venture and she thought GHI should monitor this group as they have Planning and Zoning to monitor. She said GHI no longer wanted to do this and they have agreed not to do this to be part of the lease agreement. She thinks a group to monitor it was needed. On Page 5, line 4-5, when we are talking about square footage, are we talking about just a section that CRMC has now with the Emergency Room, or the front part of the Hospital. She asked if there needed to be a lease on the part of the building that was not being used.

Mr. Glazer stated this lease only covered the part that they use, there was no lease on the other parts. One of the documents attached to the lease was an actual drawing and there was a dotted line around the part they use.

Commissioner Holt stated if they were going to lease something and it was leased for a long time but, was not being used, if we build out for the 16-20 beds, the County spends the money to build out that area what would be the approximate location where we would build out according to where healthcare services were going to be. If you build out in that area who is going to run that area, CRMC. (inpatient beds, meals, the whole thing)

Mr. Glazer stated the space that was prepared as the kitchen was already a part of the lease and would stay that way. There was an area that is also a part of the lease that was unfinished space that he believed was the area that she was speaking about that would be potentially finished out so that physical space was already incorporated within the boundaries of the lease. Commissioner Holt stated that was her problem with it. If you are going to have the emergency room in one place and you are going to build out in a section further away from where healthcare has already been given, it is illogical to build out so far away from healthcare. If we are going to do that, we need to look at it and see where these things are. The kitchen would be part of what you need to have inpatients. Even if they provided, like originally planned, meal drops, if you plan to build out for 16 beds you need to have a kitchen but you are going to lease out the part where the kitchen is. We still have to go back to the healthcare tax that says we

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would provide a hospital.

Clerk Thomas stated what Commissioner Holt was referring to was at the previous meeting, Mr. Glazer recorded that CRMC had agreed to build out some beds.

Mr. Glazer stated that agreement still had to be worked out, it had been discussed in principal but nothing formal written up.

Clerk Thomas stated at the last meeting he represented that they had agreed to do that so he thinks what Commissioner Holt needed to know was is that still true that they agreed to do that.

**Steven Ecenia, attorney for CRMC**, stated to be clear, what was talked about doing was expanding some spaces within the emergency department to create additional treatment beds for patients, not an agreement to build inpatient beds and he wanted to be clear so that the board knows, from all the reasons talked about already, it did not make sense for CRMC to operate inpatient beds at this facility at this time. He stated he would love to have a full-blown hospital but this market did not warrant that. He stated they were interested in expanding the ER but the county would have to provide the funds to build out the space and they would be willing to equip it and would be willing to enter into a letter of intent to develop that agreement but it did not need to be in that lease and they believe doing it separately would facilitate getting the lease done. He further stated they were willing to discuss and negotiate any point that the board believed needed to be addressed or that the county was worried about but they were not prepared to agree to establish inpatient beds at the facility.

Mr. McMillan said it had been expressed the intent of CRMC was to change the entrance to hospital so it would take the main entrance and expand it. If the board started drawing back on what they are currently leasing, when they decide they want to expand we will have to come back and do this all over again. If we want them to expand, we need to stop restricting the amount of area they currently have.

Commissioner Holt stated that was why they were here, to negotiate contracts. If you agree to expand later and the County does it, we have to have access to the part that is near the facility where the healthcare would be provided. She further stated you have to know what you are paying for 5-10 years out. They are looking for a 15-year contract, what are the deliverables in 5 years, we need to know that and it should be in writing. She added this is a contract was not a friendly agreement. When you look at the equipment, we are saying that if we disagree and decide to pull out of the contract or CRMC pulls out, the County would pay for whatever equipment was purchased. In the contract there is a strike-out point on page 11 of the \$25,00 that you say is Gadsden County, we are going to purchase equipment that is more than \$25,000 but that was stricken out of the contract. She stated we need to know what you are buying because we are not a large County and we have to set our budget so it fits with what we have to pay for. Medical equipment is very expensive and we need to know so we can set our budget ahead of time.

Clerk Thomas said there was discussion at the last meeting between this joint board and Commissioner Taylor and Mr. Glazer that there was potentially an agreement to accept 10 additional beds and perhaps use the sales tax (that was currently going to CRMC) to do the build out and they had agreed that they would equip it. That was part of a discussion that was brought back and he thought represented some sort of compromise agreement where the

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County was able to put some facilities in place that CRMC would agree to allow the County to put certain facilities in place using the tax money. He stated Dr. Viegbesie mentioned putting a reserve fund, and he would have to talk to the attorneys about the ability to reserve the money for long periods of time. He was under the impression that it had to be spent as it came in and designate it and that was part of the reason they thought to use it to put the facilities in place before it was divided up to other organizations, and part of those facilities were to be used because of the hurricane, being prepared in an emergency situation to have additional beds and it was talked about adding 6 emergency room bays using the space that is currently leased, divide it between bays and beds that were there for an emergency situation and perhaps kitchen facilities to accommodate that emergency situation. This is the opportunity to do that whether you run it as a hospital or not was not the discussion it was to have the facilities in place while you have the money and opportunity to do so. He said Mr. Glazers comment was that was on the table or had been agreed upon at least in theory. If it is not done now, the likelihood of any facility upgrades being done might not be any time soon.

Mr. Ecenia said if they agreed to the amended lease it would be CRMC's responsibility to provide wherever medical equipment was necessary for the term of the lease, at the end of the lease the County can either buy back the equipment at a fair market value or not. There was no obligation on the County to take any piece of medical equipment once the lease was terminated and if you decide at that point that they were going with another provider that wanted to come in and bring their own equipment, that was the County's choice. If the County decided to keep the hospital and operate it and wanted to purchase the equipment, the fair market value will be determined and an agreement will happen and could buy what they wanted or did not have to buy anything.

Mr. Keesee spoke and highlighted the plan. He stated terminology can sometimes be important. There was 1.6 Million dollars of facility investments CRMC would like to make and core equipment in the lab that was now 10 years old, the CT scanner in the future that has lower radiation than the current, and additional medical equipment that is very essential and IT infrastructure. He added that IT governs so much of what was done. They have a robust plan to make it a better patient emergency room department with the capability in futures.

*Commissioner Holt stepped out 4:47 p.m.*

Ms. Battle said her thing was Mr. Glazer said we had a contract for this, contract for that, why not put the whole thing together so the Board could see what was going on. No one was against the hospital; we just want what best for the people and we want it in one piece. She stated in the sheet that Clerk Thomas sent out, it said since 2010 there had been an increase every year in the ½ cent tax that had been collected. In the first year there was \$71,000 and it has increased every year. She further stated there were no storms in 2011-13 and it still increased. She stated we need to get something for our money. Put something together so that the local citizen could understand what we are doing around this table.

Mr. Keesee said they were fortunate to serve 39,800 charity and uninsured patients. The County made a wise investment at a time of uncertainty then. Now they have served over 23,000 patient encounters in a year with of 77% patient satisfaction. That was why the intent in the renewal was to drastically reduce any indigent funding coming to that one-line item of the other

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three parts. He stated they were saying repurpose that as the County saw fit for indigent services. He wanted to be clear that dollars that the County identified for indigent care services went to indigent care services 100% if not under funding the true cost the past 10 years.

*Commissioner Holt returned at 4:50 p.m.*

He added he wanted to be clear, the money the County identified for Indigent care went to indigent care services.

Commissioner Hinson stated the word hospital had been thrown out so much making people calm by saying we are a hospital, but are we talking about a hospital or an emergency room. Mr. Glazer stated legally it was a hospital. Mr. Hinson asked within those 15 years will there be a hospital and Mr. Glazer answered, there was no commitment for there to be inpatient beds, it was under State and Federal law it was a hospital.

Mr. Keese stated, as he had previously, that with the average patients that would be seen daily being under 2 persons was not a sustainable quality driven organization, and not being qualified as a critical access status. No, they did not intend to have inpatient beds.

Commissioner Hinson asked if Calhoun County had a hospital and Mr. Keese said yes. He asked if Marianna had one, yes; Madison County, yes. He asked how far Madison County was from us, and the answer was 60 miles. He then asked how far Calhoun County was from Marianna. (hospital to hospital) He stated with budgeted increasing it was shocking. He stated he was the first one to say the County could not afford \$1.2 Million, now we were up to \$1.9 Million and it increased every year for the past 3-4 years by \$100,000. He asked how all the other counties sustain when we have three times the population in Gadsden County.

Ms. Graham says she feels that the County got a bad deal to begin with and right now what they were trying to do is to reconcile making a bad decision. We are making concessions where it does not feel right to make concessions, but we are put in a position that we have to make a decision and come to a conclusion on some of these issues. To say that Gadsden County will never have a hospital bothers her because she knows what the citizens want and deserve. We need services here that provide good service. She thinks there is a middle ground on the bed situation. When you say hospital, it is a legal term, other people think it is a hospital and that is where the problem occurs. She thinks the three-year evaluation was a very good concession so neither party was locked in. She stated if the County wanted to build a hospital in Chattahoochee they could and they would get federal funds to do so but that was not what they were trying to do. She stated she did not like to hear that a hospital would never be in Quincy.

Mr. Keese said indigent tax was going up, and that was why in the lease renewal CRMC is relinquishing 75% of it, which at this rate was \$600,000 that goes back to the County to determine what was best for the citizens. He stated observation beds were not really a bed status, it was more of a Medicare reimbursement status. 92% of patients that come from Gadsden to a hospital have some consultant that is not available in Gadsden County. Right now, the plan is not to add additional beds mainly because providing a quality medical staff 24/7/365 was the biggest challenge.



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Commissioner Morgan said he appreciated all the conversation and we all wanted what was best for the citizens. He was proud of first agreement because there so many questions about things they did not know along with CRMC and adjustments had to be made and move through that and fortunately it had been a very positive relationship from the County's stand point and CRMC. Anytime we can make things better, that was good. He stated to Ms. Graham's point about a hospital in Chattahoochee, we could have a hospital there tomorrow if we wanted, yes, but it would close two weeks later because the market there does not bare it. We had legal counsel from ACA (largest hospital management company in the U.S) telling us that the current market does not bare it. He would love to have a hospital if it did, it simply does not. The great part about the Agreement was we have a three year look down the road to see, has there been a drastic change in the market and if there has and it can support that he did not think CRMC would say they did not want a hospital here because they could increase their profit if they can have a hospital here. He stated, in his opinion, the worst thing the board could do for the citizens was to move to a model that was not sustainable or provide the quality of care we all deserve/expect. The cost of treating indigent care cost in Gadsden County was extremely high. There is a working model and it is getting better. He strongly encouraged this board to approve the agreement before it had to be delayed longer when there was no need. He thinks they should move forward with this agreement. A 25-bed hospital is not going to happen. The County has had to close a bankrupt hospital more than once and they do not want to do that again.

Chairman Viegbesie asked when hospital closed in Gadsden County and Mr. Glazer answered 2005. Chairman Viegbesie asked why it closed and Commissioner Holt stated because the company that was running it went into a bankruptcy state. When they decided they wanted to close they wanted to hold the license and the certification that we need from ACHA. Once that was done we started to file suit and filed all the way to Federal Court and ended up winning but the kicker was that in the closure we came back with Tallahassee Memorial and Ajax Construction and ACHA sat in and walked through, they did everything they were supposed to do to get it back up and running. Then we had the election in 2008 and everything done with TMH and Ajax Construction and ACHA went belly up because the commission at that time decided to vote them out.

*Commissioner Morgan stepped out at 5:13 p.m.*

Commissioner Hinson said it was also before the ½ cent tax.

Commissioner Holt asked on page 10, the three years that was mentioned, it states at three years the company will give a report which would include but not limited to a comprehensive evaluation of the state of the hospital, the need to expand services offering including but not limited to the potential of adding inpatient services and the recruitment of physicians to support inpatient services. She said she agreed with that but is it "Out in 3 years" if we do not like the report.

Mr. Glazer answered no. Commissioner Holt stated, so 3 years did not matter. If we get a report that we do not like, there is no out in 3 years, we just get a report.

*Commissioner Morgan returned at 5:15*

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Commissioner Holt continued on page 11 it states the County SHALL purchase from the company all the added assets by payment. Shall means we will do and the attorney for CRMC is saying we do not have to, so SHALL should not be there.

Mr. Keesee stated if you read further is says "if so, requested by county".

Commissioner Holt believes SHALL should be taken out and "may purchase" be put in. She stated she is looking at what happens in 5 years. She is not willing to vote for 15 years. She has no problems with the services right now. She has a problem with saying we are not sure about beds. She spoke with other companies that do hospital management and she is getting different things from different people and she was not hearing the same thing from those companies. We have a ½ cent tax that we are telling our citizens that we were going to provide beds. She showed the ballot that said "included but not limited to re-opening Gadsden Community Hospital".

*Commissioner Taylor stepped out 5:18 p.m.*

Chairman Viegbesie asked with that wording on the ballot, why did the Commission not have a body that will execute the plan that it had at the time the ½ cent sales tax, running a viable hospital as opposed to bring in CRMC to run an emergency room.

Commissioner Holt stated we did, Senator St. Petrey and Congressman Lawson, during that time, wrote the small rural county plan for a hospital, it was 25 beds, it passed through the Legislature, it is called the Gadsden County Model. Other small counties use it, Gadsden County did not use their own model. She had a book from 2008 that was used in order to get the ½ cent tax. It said in the book "This project consists of full renovations of approximately 35,000 square feet to create areas of hospital administration, diagnostics, operating rooms, recovery rooms, nursing stations, exam rooms, and patient beds." The numbers were looked at, we looked at it over in the legislature, even ACHA looked at it. Due diligence was done but what she was trying to match up was a bad situation and now trying to come up with a good situation. The citizens voted for this hospital. No matter what we do with the ½ cent. She asked where the numbers were to back up the claim that we could not afford it. We did not have numbers to show why a 225-bed hospital, that the plan was written for and the taxes were paid for, will not work.

*Commissioner Taylor returned at 5:20 p.m.*

Commissioner Hinson said the last meeting was said it was not on there. Was it legal to go against what citizens wanted and voted for or do we just move forward? He asked if the County could use the ½ cent tax on something else when it is not what the citizens voted for.

Mr. Glazer said there was a lot of back up to it, a lot of things that were in the back up never came to pass. What you have legally is a hospital. He understands it does not have inpatient beds but no one was willing to open and operate an inpatient hospital. The license for this hospital in 2009 was going to be permanently taken by the State of Florida, the Florida Legislature passed a law to give you until June of 2010, there was no one that was willing to open a hospital with inpatient beds in this county and so the hospital would have been gone forever. The County Commission at that time voted to go with this arrangement verse the option of having a \$10 Million dollar debt and an empty building.

Commissioner Hinson asked if the board voted on this and go against what the voters want can

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the board be charged for voting for this when they know the intent. Mr. Glazer stated the County floated a bond as a result. You have separate Bond Lawyers, that bond was taken to the Florida Supreme Court and the FSC said the bond was okay. He states he was not involved in that but he knows that was a part of that process.

Commissioner Morgan said what the board was charged with doing with providing a medical health care program. They reopened that facility; it is legally a hospital. They did not want to open a hospital that was just going to close 2-3 years later. If they did that, they would not have fulfilled what voters asked them to do. The facility is open legally as a hospital even though it did not have 25 beds, because our market does not warrant that right now. Hopefully it will one day and if it does, he had no doubt that they will do it. CRMC would bend over backwards trying to help us do that.

Commissioner Hinson stated December 31, 2038 to provide healthcare services including but not limited to re-opening the Gadsden Community Hospital Primary Care. He stated that they are going against the will of the people.

Commissioner Holt said what happened was TMH was charged with running the facility. Not only did the County pay Ajax Construction, they also paid Childress. It has nothing to do with CRMC. We had someone to run and renovate the facility so all this stuff about not having anybody to run it was not true. The head administrator from TMH during that time called her and asked her what was going on. They sent an administrator over that some of the commissioners were very rude to and did not want him. She stated that the board is supposed to do research. She has two companies saying yes, you can run a rural hospital. They know the statistics they already pulled everything up. She spoke with Doctors in Mississippi, Alabama and South Georgia. If CRMC is the one to get us where we need to be then they get us there but everyone should do research and make the plans and the vote match up. She stated she went to some organizations and said I will help you sue the county; I will be part of the lawsuit because you are not supposed to charge people for something they do not get. You can call it a hospital but it is not a hospital by what they voted for.

Chairman Viegbesie stated all of us were here and wanted what was good for the citizens and were told what they voted for and have now found themselves in this predicament. He suggested, while discussing, we have this contract/draft and he did not want CRMC to leave providing access to health services that were currently being made available to the citizens of Gadsden County because when they leave it becomes zero services then we, who pushed the ½ cent tax, are more liars than they are right now not giving them all of it. He stated they should draft now what additional services you want to require CRMC to be included in the contract. He would like to add how do we work from an emergency room towards eventually opening a hospital. He suggested they do what they need to do to get the contract signed to provide a service and if you want to add more services, we can work it in gradually. He did not care how many years the contract was he wanted to make sure the citizens had access to quality health care.

Mr. Glazer said he forgot to mention the license for the Gadsden Campus has 4 beds on it. The lease required CRMC to maintain 4 beds, they are inactive so they are not operational but they are required and have 4 beds that are licensed. A bed is defined as an inpatient bed.

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Mr. Hinson spoke again about misleading the people.

Taylor thanked Glazer, GHI, CRMC for coming up with workable contractual agreement. She further stated the Commissioners were making valid point with regards to the language on ballot. What she was asking for the future was to put something in language as opposed to the term "never" to let the voters know that there are possibilities and that you are working towards a resolve. She agrees a 25-patient bed may not be feasible. \$2 Million received from the indigent care would take one week to spend and could sustain a hospital. She asked CRMC to look at some kind of plan so they do not get in a legal bind. She asked they work language in simply saying we are working toward that. She appreciated the \$800,000 CRMC gave back with regards to the indigent care and purchasing equipment and all the things they agreed on. She said she knows it was working well because phones were not burning up. Ms. Taylor said, looking at the agenda tonight she did not see where there was an item to be voted on.

Chairman Viegbesie stated it was a discussion as presented and that is how it was going to be handled for the moment. He stated if the requests were put together to help us move towards meeting the requests of the citizens and what they voted for and then we can work those into a document before March 31, 2020 They need to get a document in place and it should be available February 4, 2020 for the commission to vote on.

Ms. Taylor stated she thought if not the 1<sup>st</sup> Tuesday in February then certainly the 3<sup>rd</sup> Tuesday it should be on the agenda. She said if a workshop was needed so they could make sure the language met the obligation that was fine but the board needed to get this done and move forward. She stated she received communication (did not know if she needed to disclose) from CRMC asking that the board make some determinations at the next meeting from the email. She would like to see that happen as well. She would rather have language that protects them as commissioners.

Commissioner Morgan asked Mr. Glazer, earlier he said legally they met the responsibilities they were charged with on the referendum. Mr. Glazer agreed and so did CRMC's attorney. He stated that it was implied that the County had not met that agreement. He stated the board had done what they needed to do and then some because the facility was still open. He said he was curious as to how GHI board of volunteers felt, as a body, about what they saw before them. Nothing is perfect but this needs to move forward. He would be comfortable knowing GHI Board supported it as well. He thinks the draft in place is what was needed to do move forward.

Commissioner Holt said she was interested in hearing from the GHI Board.

Mr. Palmer disagreed that the criteria of the referendum were met. He stated it was taken to an attorney and she had a concern with the 15-year contract. He stated he thought 5 years was okay. He feels a long-term contract was more difficult to make changes. He thinks you have a better chance of making changes if things happen that we need to move and address with a 5-year contract.

Chairman Viegbesie suggested they write down what they were suggesting and they will make

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them aware to the BOCC attorney and see what cosmetic work needed to be done to the contract. He stated GHI was the advisory body that the commission selected and they volunteer to go through all of the paperwork and listen to all of the information given. If the list of things they would like to see changed were given to the County Administrator no later than Wednesday of next week and he will make arrangements to get it to the Attorneys.

Mr. Sheheane said GHI had spent days/hours on this document. He liked where it was with some minor tweaking, he supported Commissioner Taylor that the attorneys work on some language that meets some of the documentation of the ballot. He further stated CRMC has given, given and given from the 20 to 15, concessions of hundreds of thousands of dollars. Our citizens have good health care here and he knows some want a full hospital but it will not work. H stated this was a good document. CRMC has worked well with us. He supports moving on with this on behalf of the citizens of Gadsden County. He asked the GHI Board their thoughts.

Mr. McMillan stated said nothing was perfect. The board was in a situation where no one knew what the future held. The only thing they knew was the facility shut down and was not operating. When it did operate the average daily census was less than 2. He stated a facility could not operate by food service and other services and make it a viable hospital. He stated all rural hospitals were suffering. He supports to continue with the changes that need to be made with renewing the lease. He said CRMC had made huge concessions to us, voluntarily. He would help how he could to get any endowment money/trust fund money. The County would be getting \$800,000, roughly, coming back every year, maybe less now that the hurricane was gone. He said to Chairman Viegbesie, that he made the point that he would like to see that money held for healthcare and he agreed but he also thought if you take the money that CRMC is giving back and put it towards the Bond and pay that off quicker and get the burden off the tax payers faster and stop the ½ cent tax surcharge. He thought they needed to move on with renewing the lease. He stated they keep talking about old history and he thought the board, in the past, were making the best decisions they could make at the time and hind-sight is always 20/20. He pointed out, through the years, GHI has had several physicians on the board and every physician said they would not put a lot of people at that hospital if it was opened as one. He stated healthcare has changed. We have not heard from the health care community, as far as physicians, saying “we need a hospital” those are the people who provide the customers for that hospital.

Mr. Whitehead agreed with Mr. McMillan. He stated some things needed tweaking and there were some things he did not like but everyone needed to be on the same page to get things going because he did not want to lose the Emergency Room. He stated citizens fuss at him because he has been on the board for so many years. He said they do the best they can and thought that was what they should do.

Mr. Suber agreed with all that had been said. He stated they had been told by the attorneys that the requirements were met and he felt it was time to move forward.

Ms. Battle said she was the Chairperson that campaigned for the ½ cent sales tax. She stated what was written on the ballot is what she took out to the community, nothing against CRMC, this was what we told the citizens of Gadsden County and she wanted to make it right. She said

they were right, no medical staff asked then to do this, the citizens decided the hospital needed to be re-opened.

Commissioner Holt said they will be getting to the public responses. She had not heard anyone say they had done research to say the four beds could not be profitable, other than herself. She asked if before Wednesday would the board members and GHI Board bring back evidence to show it would not work so the citizens can see how their taxes would be used. BOCC will be the ones who make that decision. She stated she will do her research. If we do not need to go to Tallahassee and we are going anyhow, then why do we need the tax and it can go on the ballot to take it back. Why would you pay for something you are not getting? It has nothing to do with anything else but being honest with the people who voted for this tax. Then go ahead and tell them we are just going to have an ER. She questioned why CRMC needed the whole facility to run an ER. She asked if we could get healthcare in the rest of the facility and maybe open a hospital. She stated if they took the \$800,000/year, could they not build an Urgent Care Center. CRMC can run the Urgent Care and we can go back in line to get a hospital or a VA Hospital to make use of that building. She stated those were options that were not even being looked at. She asked who instructed the attorney of CRMC to get a 4-Bed inactive beds in order to get the hospital license.

Mr. Glazer answered it was negotiated and agreed to by a majority of the commission back in 2009/10, that was presented as part of the proposal, it was always in there. She stated normally she would not have voted for that and if it was today, she would not vote for it because it is like you have 4 seats in the audience but no one can sit in them. She stated it was illogical why we have 4 inactive beds. To have a designation as a hospital by using 4 inactive beds means you get the license and that was not fair to say to citizens their hospital has 4 beds but you cannot use them because they are inactive.

She further stated that when Mr. Glazer get the items that the Chairman was suggesting from the citizens and the commission, when would he compile it so they can see what it is and people can come in the room and hear it before it was presented to CRMC. If there was a rush to meet by February 3, 2020, then people need to know if their suggestions were logical or not. She asked Mr. Glazer when the dated would be compiled and he would have that information back to them and he answered it was up to the board.

Chairman Viegbesie stated he would like the suggestions to be to the County Administrator by the end of the business day on January 29, 2020. He then asked Mr. Glazer when was the soonest he could put the slight revisions together and email it to the commissioners so they could schedule a time before February 4, 2020 and discuss the item to be placed on the agenda.

Commissioner Taylor said the idea of suggestions coming was good because it would not change the input but she thinks they were ready to go with what was on the table because the chairman just told the other board members who had not spoken yet and it sounded like the majority were ready to go with what was tabled, as she was as well. She stated if there were additional revisions, could we not look at them after we have agreed with the initial contract. If they were imperative, could we amend them at a later time. Right now, it sounded like a majority of the board, including GHI, agree with what Mr. Glazer had presented besides adding some language from the ballot. She said there was a very good instrument on the table and thinks they should move, in the month of February, on it and if something additional was needed the new attorney could look at some way to add it in.

Commissioner Holt said there was nothing wrong with having a special meeting on February 11, 2020, it would give the attorney an opportunity to collect the information, there could be special meeting and they could vote on it or the third Tuesday in February at a regular public meeting. She had no problem voting on it on February 18, 2020 but wants to meet before with questions or comments.

Mr. Glazer said there could be lots of suggestions and he was concerned if he just got a list, without knowing more, he was supposed to go negotiate about it. What if there was something on the list that no one else agreed with. He stated he was concerned about the list without guidance as to whether it was the will of the commission as opposed to just one person. Chairman Viegbesie stated he had no problem voting now but it was not an item for voting, it was for discussion only right now. He stated they would finish discussing and when there was nothing else to be added then the action would come in the meeting of February 3, 2020. If there are things that need to be worked on or included and he would hope no one would ask for something unreasonable because at that meeting it will either pass or it will not. Those who want to vote yes, vote yes and those who want to vote against it, vote no. He said "Our votes are to serve the citizens, general citizens, not a specific group of citizens." He further stated if the citizens did not like the way you voted, they have the power to terminate your service to the county as an elected official.

Commissioner Morgan said he agreed and it was important to remember that if we make suggestions that CRMC would not agree to, that would not be part of what came before them. Something will have to be worked out among the two opposing groups here. So if you are going to talk with Mr. Glazer and tell him your ideas, he will compile that information and approach CRMC and if they agree to some form of it than it way be able to be worked into the agreement, but if it was off the table, it was off the table.

Chairman Viegbesie stated at the meeting on the 11<sup>th</sup>, when Mr. Glazer comes, he will say this suggestion was made and in the negotiation process it was declined. Commissioner Morgan asked if the attorney could speak individually with them instead of having to come back and have another meeting.

Commissioner Holt said the reason she said the 11<sup>th</sup>, it gave Mr. Glazer time to get suggestions next week, he needs to notify the board ahead of time what the list was. She stated they had to do this, they did not have a choice and if people wanted to go home early, they should not be on the boards. She stated this was important and she was not backing up even if it took years. She wants the citizens to have their input. She further stated she did not mind the legal action part because she did not believe you should tax people on something they did not get.

Chair Viegbesie stated h wanted the boards comments to be kept brief so the citizens could speak and he had noticed some had already left because the meeting had already been over 2 hours and the longer it lasted more citizens would leave.

Commissioner Hinson said a couple days ago he thought it was a good idea but he keeps thinking what happened in St. John's County, all commissioners, judge and the states senator went to jail and he wanted to make sure he was safe.

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Mr. McMillan stated if GHI was coming back on February 11, 2020? He wanted to make sure the next time GHI has to agree, he wants to make sure it was agendaed properly so they can take a vote and not have to keep coming back.

Chairman Viegbesie asked if GHI had its own vote and Mr. Glazer said yes, they had to vote.

Mr. Sheheane said he thought they were ready to vote tonight and was told they could not because it was on the agenda as a discussion, not a vote.

Chairman Viegbesie stated to schedule the meeting for February 11, 2020, Joint GHI/BOCC and that will be an action item that night.

Chairman Viegbesie asked if the votes by the BOCC or the Joint Boards of GHI/BOCC. He understood the GHI will vote as a recommendation to the Board and he was told he was correct; It was a vote for a recommendation. He then stated they could meet alone on the 11<sup>th</sup> and vote, and then on the 18<sup>th</sup> the BOCC would vote.

Mr. Keesee thanked everyone for the opportunity to serve 107,000 patients. He stated CRMC was committed to investing \$41.6 Million or more to the future of the facility that was here and working with the county to assure the highest quality of healthcare was provided in Gadsden County. They would like the longer lease to make sure the partnership was as long as possible.

Chairman Viegbesie opened the floor to the citizens to speak in regards to the item.

**Carolyn Ford, 526 S. Key Street, Quincy, FL** addressed the Boards. She stated she had not heard anyone talk about the future of Gadsden County. She stated things are happening in Gadsden County and people were coming here and had nowhere to stay, the schools are poor, and they want to know what the health system is like. When people stand in line and wait and wait, pretty soon they just go to Tallahassee, and sometimes you lose people. She told of an incident where she knew a young lady who lost her life from breathing problems. She stated she voted and campaigned for the ½ cent sales tax. She said we did not get what we voted for. CRMC is a profit entity and would not be in the game unless it was going to make some money and that's okay, but she wants the best services that they can offer and she did not think that was happening in the past 10 years they had been here. She stated they did not have evaluations and without that there was no accountability in place. She said 15-20 years was too long for a lease. In the next 5-6 years the population was going to be up and wonders how the new people moving to Gadsden County would be accommodated.

*Chairman Viegbesie stepped out at 6:36 p.m.*

Ms. Ford said healthcare was important and questioned why we had to determine the age, the time we died was determined by where we live. She said we were still only two from the bottom when it comes to health disparities in Gadsden County and that why it was important to have a good quality hospital and just an emergency services were not going to make it and you have to do better. The people you serve deserve better.



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**David Gardner, Gadsden County Chamber of Commerce** appeared and stated his family has used the facility several times and service was excellent and also had a very good friend whose life was saved in that facility. As far as he was concerned, he was extremely pleased with the level of service and as far as the Chamber of Commerce, it was extremely important with so many of their major and smaller employers and they are pleased. He stated their board took a vote to support and keep supporting CRMC and they did not want to risk not having some type of medical facility in Gadsden County.

*Chairman Viegbesie returned at 6:38 p.m.*

David Gardner said he did not think we could take the risk of not having a facility in Gadsden County.

**Linda Dixon** stated she did not think they needed to rush into anything, especially a 15-year contract. If CRMC is not doing a suitable job, was there an out in this contract? Mr. Glazer said, absent some pretty extraordinary circumstances, it is a 15-year contract, and both parties would be obligated.

**Jack Adler, physician/anesthesiologist in Tallahassee** spoke. He is Chairman of the Board at the hospital and he stated they strived for excellent patient care in everything they do. He remembers when they opened the facility here how good it felt. The worst thing as a provider you could have is to be told you cannot take care of people; you do this job so you can help people. He stated this was a great conversation. What had been accomplished in Gadsden County together was to provide access to quality healthcare to the citizens of Gadsden County, and it is not perfect and he was very sad to hear of bad experiences. When he sees patients that have come from Gadsden County, he asks them if they had a good experience at this facility, very seldom did he get a no, but when he does, he gets on the phone and tells them to get someone to see what could have done better. He asked the commissioners as they negotiate and find the right solution, please do not do anything that would endanger the access to ER.

Linda Dixon spoke again saying they spoke about never having a hospital in Gadsden County. She does not like they say never and she said she could see another hospital here again.

Commissioner Holt wanted to clear up when the company that had the hospital at that time was in the lawsuit, they did not provide services and the County could not go in and take over the facility. She stated there were reasons why the patient count went down. They cared nothing about the hospital because they were going through the lawsuit, not because people did not want to go there, in fact, they went there more than they went to the old hospital. We used to recruit and pay doctors, and we paid for their medical school bills if they worked in the rural counties for so many years. We are caught between the beds, the tax, and the emergency room and that is what needs to be solved. That is why she could not vote for long term.

**CITIZENS REQUESTING TO BE HEARD ON NON-AGENDA ITEMS**

None were had.

Gadsden County Board of County Commissioners, Gadsden Hospital, Inc., Capital Regional Medical Center  
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**MOTION TO ADJOURN**

**CHAIRMAN VIEGBESIE DECLARED THE MEETING ADJOURNED AT 6:48 P.M**

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**ANTHONY O. VIEGBESIE, Chairman**

**ATTEST:**

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**NICHOLAS THOMAS, Clerk**