

**AT A REGULAR MEETING OF THE GADSDEN HOSPITAL  
INC. BOARD HELD IN AND FOR GADSDEN COUNTY,  
FLORIDA ON FEBRUARY 11, 2020 AT 5:00 P.M., THE  
FOLLOWING PROCEEDING WAS HAD, VIZ:**

**Present:**

**Herb Sheheane, Chairman**  
**Mike Glazer, Assistant County Attorney**  
**Wesley Hall, Interim County Administrator**  
**Craig McMillan**  
**Sam Palmer**  
**James Suber**  
**Arriane Graham**  
**Arrie Battle**  
**Marcella Blocker, Deputy Clerk**  
**Beth Gjemse, Clerk's Office**

**Absent:**

**Fred Dudley**  
**Dr. Hantz Hercule**  
**Scott Whitehead**

**Agenda Items**

**1. Welcome (Herb Sheheane, GHI Chairman)**

Herb Sheheane welcomed everyone at 5:00 P.M and turned the meeting over to Attorney Mike Glazer.

**2. Consideration and Action on the Draft Amended Hospital Lease (Mike Glazer, Attorney)**

**Item 2**

Mike Glazer said there were some changes since the last meeting and all changes had been negotiated with CRMC. In Item 2, Page 4 of 71, language was added to reflect some of the language that was in the original ballot on the Indigent Care Tax as well as a reference to the desire of the County to move towards inpatient services and recognizing the hospital has 4 beds now but are in a non-licensed category.

He stated on page 5 there was a reference to change the definition of added assets together with page 10 that work together. He said at the last meeting there was a comment about at the end of the lease whether the County was obligated to purchase the equipment. Mr. Glazer spoke with CRMC after the meeting and they agreed that it should be optional at the request of the County. At the end of the lease, it would be up to the county to determine whether or not it will buy the equipment not an obligation. The change to the definition on page 5 and the change on page 10 was to make it clear. He further stated the only other change was on page 9, and there was already language added about CRMC presenting an evaluation every 3 years. That provision had been strengthened and now as part of the evaluation, CRMC is obligated, at its own expense, to also hire an Independent Health Planning Expert to conduct a demographic assessment of the need for acute care beds in Gadsden County and will include that in part of the report. Mr. Glazer stated other than those changes, the lease was exact as it was at the last meeting. He had been through the changes a number of times and he was not going through those again but was happy to answer any questions.

Mr. Sheheane asked for any questions for Mr. Glazer from the members of the GHI.

Sam Palmer stated critical access beds were never mentioned. He stated he received a phone call from someone who had been inspecting hospitals and they told him the hospital could not open unless they had a critical access license.

Mr. Glazer responded saying they talked about critical access early on but it was some time ago so he was going to go through it again. He stated critical access was a Federal designation, a Medicare category, and a number of requirements needed to be met in order for it to be critical access for Medicare purposes and if you were eligible for it, you would get additional reimbursement but the problem was you have to be 35 miles or more from the closest larger hospital and unfortunately the location was not more than 35 miles so it was not available for that location.

Sam Palmer stated he understood that and what he did was, after speaking with the person, he went to the internet also and he stated he gave Mr. Glazer a copy of the minimum requirement but there was another requirement that was more in depth. He then stated he knew the mileage requirement pertained to us. His question was about the ½ cent tax to reopen hospital while CRMC knew we could not get a hospital because we could not get critical access. When critical access was lost you cannot get it back unless you get a waiver and that was the only way Gadsden County could get critical a critical access hospital.

Mr. Glazer said they had to meet the requirements under Medicare not a waiver.

Mr. Palmer said he was told the hospital the County had before was grandfathered in. Mr. Glazer stated that may have been the case but to remember that the hospital closed in 2005 and he did not know how they got the designation they had prior to that because he was not involved.

Mr. Palmer said he knew Mr. Glazer could not answer his next question but he was going to ask it anyway. He said when the system voted for the ½ cent tax to re-open the hospital, people knew it would not open because we did not have critical access. He feels misled and deceived. He said if the tax is still collected and you know you are not opening a hospital, why should that still be collected. He also stated he would rather have a 5-year contract.

Mr. Sheheane said Mr. Palmer's complaint was beyond the GHI Board.

Arriane Graham said there were problems before and she was now looking for a resolution. To her, it was a good contract and she felt they should move forward with it. She stated the original problems could not be fixed by GHI because it was the wording of the referendum. She further stated the money was already being collected for a hospital and we knew we could not get a hospital; the facility is in the wrong spot. She asked what could be done to get the County adequate health care. The County could not go back and a new base line was needed and also thought they should inform the public what was voted for is not what they got.

Arrie Battle stated the contract was on table and asked what could CRMC do to get the critical bed issue resolved at least to say they were trying to rectify something that was done, otherwise we were paying for pig in a blanket and it was not fair to the citizens.

Sam Palmer stated even if we did not get it, at least it could be said they tried and failed instead of not trying at all. He did not believe due diligence was done and he was sure the BOCC was also misled.

Mr. Sheheane said everyone knew where GHI was on the ½ cent tax and now the proposal was in front of the board to move or not and he ask the audience for input.

Mr. Sheheane asked if there was a motion to approve.

**CRAIG MCMILLAN MADE A MOTION TO APPROVE WITH A SECOND BY JAMES SUBER.**

Mr. Sheheane stated now it was before them for discussion and asked if any other member had anything to add before he went to the public for input.

Craig McMillan stated he and Mr. Suber had been on the GHI Board since it started and the board was not involved with the health council or committee. They were almost out there acting as an independent operation and did not even know what was proposed or what was going on the ballot other than what was read and they did not have input from that. He stated the County hired a consultant to come in and the County Attorney at that time did all of what was going on and he understood what Mr. Palmer and Ms. Graham were saying. He understands they lost critical access when the State closed the hospital. He stated if this item did not pass tonight, the County could not speak to it. He further stated the item had to get away from GHI so the County could deal with it. He also stated he was not for changing anything in the contract.

Ms. Battle asked if CRMC could apply for critical status after 5 years and what happened to the ½ cent tax if it failed tonight.

Ms. Graham understood in the contract they would revert the money back to the County for indigent care.

Mr. Glazer said the ½ cent tax will still be collected. He wanted to remind everyone the current lease expires the end of June of this year, the County has until February 29, 2020 (under the most recent amendment) to advise CRMC if the lease will be canceled, or if nothing happened the lease would automatically extend 5 years under the existing terms. He stated part of the package is \$650,000 from indigent tax, if package passed it goes to \$200,00, so the county will have another \$450,000 to spend on health care in addition, CRMC's rent will go up. He said the equipment in the hospital was 10 years old and under the current lease the County had to pay for new equipment but under the new lease CRMC pays for all of that and the ½ cent tax would still be collected because the County has \$10 Million dollars of debt but the amount going to CRMC will drop drastically.

Arrie Battle asked, for understanding, if the lease was not passed tonight CRMC could still operate for 5 more years.

Mr. Glazer answered unless the County cancels it entirely. If they roll it over it will continue to operate but the County would have to pay all the additional money to CRMC and they would not get the rent.

Mr. Palmer said he did not question the incentive was there. We have a better deal from CRMC than before but the citizens think there is still going to be a hospital. He is upset that he was told we would have a hospital and we do not. He further stated when you say something, you do it, you do not give your word and then back out. He also stated he liked a 5-year contract.

Mr. Sheheane asked for audience input on the Amended Hospital Lease stating there was a 3 min limit. **Frank Holcomb, Quincy Florida**, spoke out in favor of the contract and encouraged everyone to vote yes. He further stated there were people in the room who would not be here if it were not for the emergency medical services there.

**Willie Green** spoke with concern to the contract as it exists now was the promise made to the citizens when the ½ tax passed in 2008. It specified an in-care patient facility. He asked why the beds at the hospital could not be activated to in-care patient beds. He also stated the contract originally addressed that issue by promising to activate those beds at some point. The current contract did not make that kind of promise. He believes the citizens should be told the county was unable to do what they said. He further stated he did not like the 15-year contract and a 5% increase was not a lot of money compared to how the cost of healthcare was rising. He asked why our County had no standard hospital with in care beds.

**Allen Keesee, Administrator/CEO of CRMC**, said an acute care bed and report every 3 years included assessment of critical access designation. He said there was a designation change, regulatory change,

a distance change and that would be included in the assessment. He stated 2680 admissions came from Gadsden County last year to Tallahassee's acute care facilities, 317 were directive beds (planned surgery), not through the emergency room. Take out special consults with cardiovascular, cardiologists, pulmonologists gastroenterologist, etc., and added that 9 out of 10 patients get a specialty consult, even in observation status, that leaves 890 visits and that was not a sustainable model. He further stated that CRMC was committed to remain in the County with a 15-year contract.

**Charles McClellan, Quincy Florida** spoke and stated he was on the committee when the ½ cent tax was passed for the hospital. He thought it was the best deal for everyone but it could not be a regular hospital.

**Michael Jackson, Pharmacy Director**, spoke and said there was good staff providing good care and it was a good contract.

**MR. SHEHEANE STATED THERE WAS A MOTION AND A SECOND TO APPROVE AND MOVE THE DRAFT AMENDED HOSPITAL LEASE FORWARD AND CALLED FOR VOTES. HE ASKED FOR A SHOW OF HANDS OF PEOPLE IN FAVOR. 4 WERE FOR AND 1 WAS OPPOSED (SAM PALMER) AND MS. BATTLE ABSTAINED BECAUSE SHE HAD A QUESTION.**

Ms. Battle asked would CRMC inquire about beds in the future. Mr. Glazer said yes, every 3 years with the report.

**Attorney for CRMC, Steven Ecenia** stated they were required under the lease to hire, outside of CRMC, an Independent Health Planner to assess a need for beds and make a report they will share with the Commission and interested citizens as to what the findings were. If there was a need for the hospital to have beds, CRMC would want to be a critical access hospital and if the requirements were met and if they change, it would be reevaluated.

Willie Green spoke again and agreed to the assessment every 3 years.

**MS. BATTLE, AFTER ABSTAINING HER FIRST VOTE, VOTED YES MAKING THE VOTE 5 YES 1 NO (FROM SAM PALMER) WITH BOCC CONSIDERATION.**

**3. Consideration and Action on a Recommendation Regarding the Draft Indigent Care Payment Agreement and the Health Care Transportation Service Agreement. (Mike Glazer, Attorney)**

**Item 3**

Mr. Glazer stated Item 3 involved the other two agreements that were part of this but GHI was not party to the 2 agreements but as an advisory board and they can recommend to BOCC to or not to adopt. Motion should be recommended or not approval of each agreement.

- 1) Indigent care payment agreement: The amount of money that Gadsden County would pay CRMC from the ½ cent tax would be decreased to a max of \$200,000/year. Last year was \$650,00 and if it stayed the same the County would have additional \$450,000.

He stated there was a grammar change on page 2, paragraph 6. He said it did not change the contract. This contract would become effective immediately upon adoption by BOCC.

**MR. SUBER MADE A MOTION TO APPROVE AND RECOMMEND THE INDIGENT CARE PAYMENT AGREEMENT WITH A SECOND BY MR. MACMILLAN. THE BOARD APPROVED 6-0 BY VOICE VOTE TO APPROVE RECOMMENDATION.**

Mr. McMillan asked when the lease would take effect and Mr. Glazer stated the intent was it would take effect as soon as the BOCC and CRMC approve.

- 2) Health Care transportation service Agreement: Mr. Glazer said in the original lease there were provisions with regard to ambulance services and over the years some were changed and certain types of transports that originally the county was paying for. Over the course of

the years the lease was amended and there are certain categories of ambulance runs that Medicare would not pay for so the county was paying for it and then it was changed to CRMC paying for certain types of runs that had no other reimbursement. Under the Transport Service Agreement, the categories of ambulance runs that CRMC would start paying for would be expanded so CRMC would pay for more types of transports that were not being paid for and paying at a higher rate. Under this agreement. There will be more funding at a higher level than they are being funded today. The question was whether GHI also recommended approval of the Healthcare Transportation service Agreement.

Ms. Battle asked who would keep maintenance part of the ambulances and Mr. Glazer stated the ambulance service still belongs to the county.

Ms. Battle asked if a person did not have insurance and did not want to go to CRMC but to TMH, who pays for the ambulance ride to Tallahassee. Mr. Glazer said CRMC would pay for trauma/heart attack or stroke but are not required to pay for all of the unfunded transports.

**MR. MCMILLAN MADE A MOTION FOR HEALTHCARE TRANSPORTATION SERVICE AGREEMENT BE RECOMMENDED TO BOCC FROM GHI WITH A SECOND BY MS. GRAHAM. THE BOARD APPROVED BY VOICE VOTE 6-0 TO APPROVE RECOMMENDATION.**

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

None were had

**MOTION TO ADJOURN**

**WITH NO FURTHER BUSINESS TO COME BEFORE THE BOARD, MR. SHEHEANE DECLARED THE MEETING ADJOURNED AT 5:45 P.M.**

**GADSDEN HOSPITAL, INC.**

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**HERB SHEHEANE, Chairman**

**ATTEST:**

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**NICHOLAS THOMAS, Clerk**