

IN A JOINT MEETING OF THE BOARD OF COUNTY
COMMISSIONERS AND GADSDEN HOSPITAL, INC.,
HELD IN AND FOR GADSDEN COUNTY, FLORIDA ON
OCTOBER 29, 2019 AT 6:00 P.M., THE FOLLOWING
PROCEEDING WAS HAD, VIZ:

BOCC Present: Dr. Anthony Viegbesie, Chairperson
Brenda Holt (arrived late)
Eric Hinson
Sherry Taylor (appeared by phone)
Gene Morgan (appeared by phone)

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

Absent: Fred Dudley
Scott Whitehead

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

1. Welcome

Chair Viegbesie called the meeting to order at 5:04 p.m. and thanked the GHI board members for their due diligence and hard work for the good of the County. Mr. Sheheane thanked him and said they had enjoyed working with the Commissioners on behalf of the citizens of the County and was looking forward to this.

2. Approval of the Sixth Amendment to the Hospital Lease

Mr. Lawson introduced the above item.

Mr. Glazer gave a brief update and explained that the 6th amendment has been approved already by the BOCC and by Capital Regional Medical Center. He explained that it extends the period of negotiation through December 31, 2019. He stated this was just for GHI and was his recommendation they approve the sixth amendment to the lease.

Mr. Sheheane asked for a motion.

MR. SUBER MADE A MOTION TO APPROVE AND MR. MCMILLAN MADE THE SECOND. GHI BOARD APPROVED 5-0 BY VOICE VOTE.

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

Mr. Lawson introduced the above item.

Mr. Glazer went over the changes to the Lease with the Board members. He stated he went over the changes, per his notes, which were recommended by majority of those present. He put those into a letter directed to Council for Capitol Regional Medical Center and they responded. He said he will walk through the changes requested and their response. He stated these were in no particular order, just the order they appeared on the lease. There was a request to clarify language to make it clear that Capital Regional Medical Center was leasing both part of the building housing the facility as well as the land beneath it, but not that part of the building not covered by the lease or the land under the other part of the building. He stated he suggested some specific language to CRMC and they agreed with that change.

Leased Land

No discussion

Lease Term

Mr. Glazer read this section.

The second item was that the term of the amended lease would be 20 years but there would be provisions for reporting and renegotiation every 3 years. The response from CRMC was that CRMC proposed a lease of 20 years but it is not agreeable to renegotiating the lease during the lease term. They would agree to provide a report to the commission every 3 years which will include but not be limited to a comprehensive evaluation of the state of the hospital and an evaluation of the need to expand service offerings including but not limited to the potential for adding inpatient services and the recruiting of physicians to support inpatient services.

Dr. Viegbesie asked if that was an item that needed to be discussed. Ms. Graham stated that it needed more discussion, because 20 years without renegotiation meant that they reported to us at what terms [inaudible] they would be reporting to you and that's it? How would they be reporting and [inaudible]

Mr. Palmer asked about the 20-year lease and the breach of the 20-year lease to which Dr. Viegbesie said that was something that had not been discussed. Mr. Palmer said he did not think the County should consider a 20-year lease. He stated they put the price up high and hope that the County regret it and he thought that was what CRMC has done. There was no way they should commit. If another Commissioner came onboard, a new Commissioner should have a say on that and a 20-year lease should be out of the question. Chair Viegbesie asked if the Commissioner had any input on the 20-year lease. Both Commissioner Morgan and Commissioner Taylor were ok with the 20 years. Mr. Hinson felt it should be discussed.

Mr. Sheheane said they should look at the whole package, the 20-year lease was just a small piece. The question was the financial aspect of the total package. If it's a 20-year lease, what was it valued at, what are they paying us for the lease. He said they have not heard that and he thought it was coming.

Mr. Glazer said he would address the items in his letter.

In the event that CRMC terminates, the County would have the option of purchasing the assets. Remember if the lease is terminated the County buys back the equipment that CRMC bought.

The suggestion was that the county would have the option of purchasing the assets back in installment payments rather than a lump sum. The County would have the option of either paying a lump sum or installment. CRMC counter proposal was that if the County terminated the lease, then CRMC would accept installment payments over two years with interest calculated at the prevailing libor rate. So, there would be a two year buy back period and that was optional, the County could do it all in one lump. Today the libor rate was less than 2%, but he did not know what it would be at that time. He said CRMC proposed that if the County terminates the lease then it would be due in a lump sum 30 days from termination. There was a request for some clarification regarding the cooperation that CRMC would provide in transferring the license back from CRMC to the County or whoever we designate it. That was a technical change to clarify the language and CRMC agreed with our proposal on that point.

The next provision was about rent. CRMC had originally proposed a rent payment of approximately \$188,000 per year, the County countered with a rent proposal of \$200,000 per year with a 5% increase every three years. CRMC is willing to accept that.

The next provision dealt with the subject of in-patient beds. The County would like an agreement that CRMC will operate at least the four licenses that currently hold the inactive beds as swing beds. CRMC responded saying they “could not agree to operate at least the four licensed beds as swing beds as it would entail significant structural changes such as establishing an organized medical staff and credentialing process meeting full hospital standards for joint Commission accreditation and incurring significant additional staffing and administrative costs. Additionally, it doesn’t appear that CRMC meets CMS (Medicare) criteria for establishing swing beds at the Gadsden campus.” He said they essentially responded as they always have saying no to that request.

The next provision dealt with the County Emergency Medical Service (Ambulance Service) There has been discussion about a separate ambulance agreement that would call for CRMC to pay more money for more types of ambulance runs than they currently pay for. There was talk of putting this into a separate agreement and that is included in the package. It has been run through Chief Maddox, the County EMS Director, and he was ok with the version proposed. He said they would take the ambulance agreement and put it in a separate document and the net result of it was that CRMC currently paid for a certain type of run and now they will pay for more types of runs and would pay at the prevailing Medicare rate, which is generally more money than they currently pay today. The County proposed to CRMC that they would take over the landscaping and landscape maintenance, including routine mowing. CRMC agreed.

He said that an earlier draft of the agreement made suggestive changes regarding a provision relating to termination. Currently CRMC can terminate the lease on 180 days notice if they have losses including surtax revenues during the prior 12 months in excess of \$300,000. In prior negotiations the County had bumped that and said they could only change on 360 days notice and losses more than \$500,000 in the most recent fiscal year. Nobody agreed to that but we were talking about that as a change to the document. As part of the discussions at the last meeting, Clerk Thomas had expressed some concerns specifically about this provision, we asked CRMC about whether this draft could be changed to provide greater assurance of their continued commitment to continue to operate the facility. CRMC responded saying they were willing to make a long-term commitment to Gadsden County with regard to the hospital as evident by their willingness to commit to a 20-year lease. CRMC also said as a practical matter,

the extrinsic factors that would most likely trigger significant financial losses would be significant changes in reimbursement by Medicare, and as long as Medicare reimburses in a manner similar to what they currently do, CRMC believed that even with increased cost it can operate the hospital at well less than the \$500,000 loss. They want to leave 360 day notice and \$500,000 loss provisions.

The last specific point was the right of first refusal. The current lease has two provisions:

- 1) If we sell the entire facility, they have a right to buy it.
- 2) If we want to lease out other parts of the space, that was not part of the hospital, there is a right of first refusal provision there. We asked them to remove it. Their response was CRMC needs to be assured that the County will not offer to lease space to a competing entity before offering the property to CRMC. CRMC cannot delete the right of first refusal provisions as amended. He stated they had put in the current draft some changes to the current language to make it clearer at least that they are only supposed to have a problem if it's a direct competitor of theirs. CRMC is ok with that change; They just didn't want to take it out entirely.

The last point is, they have additionally said they were willing to pay for cost of equipping and operating additional emergency room beds/rooms if the County was willing to fund the cost of building out space within the leased premises to accommodate such additional space. He said if they recall, there was discussion about unfinished space within the part of the facility they lease. There was discussion on finishing that out as additional bed spaces and so it was more finished than it is now. He said they had talked about the County paying for the renovation but CRMC doing all the equipping and fixing it up and they agreed to that. He said all of that was a package.

With regard to the Indigent Care Tax Assessment, all the provisions in the current lease, that would be put into a separate document and the amount that would be paid would be reduced to \$200,000. Dr. Viegbesie asked to hold off on the in-patient parts, transportation part, and indigent care part and deal with the lease. When they came to a consensus on the lease then they could go to the Transportation and Indigent Care. Mr. Sheheane was fine with that.

Mr. McMillan asked what the material breach would be. Mr. Glazer answered some obvious ones, if one party became bankrupt, if CRMC lost their license. Beyond that, it became more qualitative, not paying rent. CRMC would have to have a material breach for the County to be able to terminate the lease early.

Ms. Battle asked why CRMC was not amenable to renegotiating the lease during the lease term. Mr. Glazer said they want to make a long-term commitment to Gadsden County and are willing to invest a lot of money. They did not want to do so without a long-term commitment of the parties to each other. They want to make a long term commitment to Gadsden County and they want one back.

Ms. Battle said the County wanted a hospital and was what they voted on. Her thing was she wanted to know why the County could not negotiate with a three-year commitment, why they wanted to exclude that, someone needed to check behind them. Mr. Glazer stated he thought that was fair and encouraged talks about this. He knew that a short lease was not acceptable because CRMC has to replace most of the equipment, investing several million dollars in the hospital and if they do that and in three years the County kicked them out, they did not want to

do that. Ms. Battle said there needed to be someone neutral to evaluate for the County and citizens.

Mr. Palmer said he did not think a long-term lease was in the County's best interest. If CRMC was not providing the care they should, the County had no recourse.

Ms. Graham said being in Hospital Administration, she understood how fast equipment aged out, she understood the 20 years, but from the citizens' point of view, she had reservations of getting into something they could not get out of without a struggle.

Mr. McMillan said he was with them and felt 20 years was excessive. He how they would evaluate them besides ACHA. Ms. Graham said there were tools out there that could do a third-party evaluation. Mr. McMillan said when they thought about it, 20 years did sound like a long time. He asked how they would get a third party to evaluate them. Ms. Graham answered when you have a community hospital, that in themselves have evaluations and because there is a specific relationship that was something the Gadsden County Commission and this board would have to tweak to make it fit. She said there were tools out there and many other communities use those tools. She stated there were people in this community that could do those things. He said 20 years did sound like a long time but there had to be a happy medium and understood the amount of investment that CRMC would have in and they needed to be viewed more as a partner and not as an adversary. He was hoping for a happy medium between three and twenty that everyone could agree on. He said he would not want to rent a building from someone and then they rent out to an insurance company. He stated you should be mindful of what their concerns were and as far as GHI, he understood that they will not be a party to the lease.

Ms. Battle said this was a 20-year lease, the ½ cent tax was for 30 years and had been in for 10; what happens to citizens with healthcare at the end of 20 years. Will the hospital close, she asked.

Dr. Viegbesie said from his understanding Gadsden County would not be able to sustain a full-fledge hospital. He added that every 5 years evaluation if GHI did not want to do it, maybe the County should put together a body of professionals using the evaluative tools out there to look at the performance of the hospital from the point of view of the Gadsden County citizens to make sure their interests were provided for as twenty years was a long time and a medical investment was not cheap. He further stated the County was aware that they were not making a profit from this; CRMC will make a profit but what the County was saying was "Yes, you will be making some profit but we are going to lower it for the good of our citizens so that some of the profits are relinquished to make services better for our citizens."

Mr. Morgan said he agreed it was hard for small rural government to provide necessary resources for quality health-care. He said they needed to go back to what Mr. Glazer stated in the original 2010 lease that was signed. Improvements have been made, services have been expanded and we still have a good partnership. It was important to understand, the longer the lease could be they were comfortable with, the better agreement overall the County will enjoy. He said they had to prioritize what was better for the County. The cost of providing healthcare, particular for a small County government, will be harder three years from now to provide the same level of service as five or ten years from now.

Ms. Battles said she did not want them to think she was against CRMC because she was not. She said they voted for the ½ cent sales tax and with the clause, they could terminate with 360 days' notice. At the end of 30 years, what will happen, all the effort has been put in for nothing. If they were going to partner, partner and look out for each other.

Chair Viegbesie said if the Indigent Sales tax was not there, would CRMC still be interested in partnering or having an emergency room in Gadsden County. If the answer was yes, then they knew the longer the relationship, the better it would be for CRMC as well as the citizens.

Mr. Glazer said he did not speak for them; they were ones that wanted the longer term and also willing to take less money from the surtax than they used to. He said they were willing to run the emergency room without get any real subsidy from the County. He did not think the surtax was the driver.

Dr. Viegbesie asked if Mr. Glazer would ask if when the surtax ended, would they still provide services to Gadsden County.

Mr. McMillan said what concerned him about the surtax issue was what happens to services and other people that rely on surtax; the Health Department received some; the Health Council received some and that concerned him on how it would affect the hospital.

Commissioner Taylor appeared at 5:45 p.m. (Commissioner Morgan's call was lost when Commissioner Taylor disconnected.)

Mr. Sheheane said his understanding from listening in the past to CRMC, they had their own measurements, but they had ACHA and other independent regulatory measurements as well. He said ACHA and State, who had no ax to grind either way, would be looking at measurements, time frames in there and how it stacked up across the board for the citizens of Gadsden County. He said there had to be some guarantees, if they were willing to put their equipment here. He said some of the money would go to medical and had to stay in the medical field. But the lease they pay the County would go into the general fund and they could use that as they saw fit as Commissioners. He added they did have a good regulatory scheme that monitored what they do beyond CRMC with ACHA and the other things.

Ms. Taylor said there was \$189,000/year rent agreement. Mr. Glazer said that was their proposal. Ms. Taylor said then there was a \$600,000 they were going to give back with regards to Indigent tax. Mr. Glazer said it was \$400,000. She stated rent was not supposed to be a deduction from the Indigent care. Now you come back to the table you've now taken the rent and now (inaudible). She said if it would have been \$400,000 plus the \$189,000 that was initially brought to them, there would have been \$589,000, but you said \$600,000. She said she was a strong supporter of CRMC and wanted them here but did not want to be hoodwinked. In talking about the buyback, she stated Mr. Glazer said two years and she said she was interested in a three-year buyback. She said she wanted to negotiate the percentage and not be told what the percentage will be. She believed they should get ACHA, GHI, and anyone else to do an independent audit as well as the State Insurance company. She asked with the Trust Fund if the amount was restricted or could build-out be done with it. Mr. McMillan said a build-out could be done if the Judge agreed. Mr. Glazer said they could do whatever with the interest. She said they could use the interest for debt services. She stated she had no heartache with a 20-year

lease with evaluations. She said the question was asked what would happen after that. People would continue to get sick and hopefully it will have grown to support a full-fledged hospital. She said in the meantime, be responsible and that was providing quality care and CRMC has done that. She said she was willing to move forward with this.

Dr. Viegbesie said if they agree on the \$200,000 for the lease, then they could leave that and go to the Indigent Care and address the \$600,000. He said he did not think there was much controversy with Transportation. He said he felt from the body there was 20 years with the evaluation, \$200,000 lease with a 5% increase every 3 years.

Mr. Glazer asked if they wanted the evaluation and how often. Commissioner Taylor said she thought it was every three years. Mr. Glazer said it was in the current draft now. He added what usually happened with most hospitals, if they have the Joint Commission, which was the gold standard across the country, ACHA usually defers to Joint Commission and not to a separate one. Ms. Graham said ACHA evaluated every year, JACO evaluated every three years. Commissioner Taylor asked that Mr. Glazer let the Commission know what was available.

Commissioner Holt arrived at 6:03 p.m.

Commissioner Holt asked if there was a vote to disband GHI and the answer was no. She said there was no vote but they were not a part of the lease and they said that was correct. She asked if the GHI board would still continue to look over things with the Commission and was told yes. She said she would never vote for a 20-year contract. She stated it would be cheaper to build a stand-alone emergency room for the \$200,000 a year. It was a liability on an old facility, did not have to fix boilers, etc. She asked where CRMC agreed to the license description on the number of beds that they negotiated with ACHA. Mr. Glazer said at the original start of the hospital, they negotiated to have the four beds placed in inactive status, they are on there but classified as inactive. Commissioner Holt said if they continued that with the license being the way it was, it meant they would have to renegotiate the beds. Mr. Glazer said they specifically asked them to change that and, in their response, they said no. Commissioner Holt said there were no deliverables. She asked Mr. Lawson if the people from another hospital contacted him and he responded no.

Chair Viegbesie asked Mr. Glazer to see if there was a possibility of making those beds active in five or ten years of the lease contract and Mr. Glazer said he would be happy to do that and would encourage that they ask them to be at the next meeting.

Transportation

Mr. Glazer said the original lease had a provision with regard to the County paying CRMC for certain types of ambulance transportation from the Gadsden campus to CRMC. In an earlier amendment that was changed so they started paying \$300.00 for one small category that no one else would pay for. In this Transportation Service Agreement, we would expand that so CRMC would pay for more categories of runs that the County otherwise had to eat and would pay at the Medicare rate which is typically more money than they were currently paying. He said they suggested and he agreed to put that in a separate agreement because that was not about leasing the hospital building, it was a separate agreement with EMS. Chair Viegbesie asked if

the EMS Director was satisfied with this document and Mr. Glazer responded he had reviewed it and in particular, Exhibit A, which was the provisions with regard to the types of runs that would be paid for, there has been a small change to paragraph 1, (which was page 58 of 62 in the packet) and he explained for indigent patients CRMC will pay the Medicare rate and under these circumstances, CRMC will pay the co-pay.

Mr. McMillan pointed out the 1.7 and asked Glazer to check limits. Glazer agreed they could look at it.

Chair Viegbesie asked if they wanted a 2- year lease, why was the Transportation for a period of 5 years. Mr. Glazer did not know, he said CRMC drafted and suggested it, they viewed it as a separate arrangement. Mr. Glazer asked if he would like it tied to the hospital. Chair Viegbesie replied yes, if they were going to be here, it was something they should commit to. Ms. Taylor said she was wondered if it was because of fluctuation of rates of Medicaid.

Mr. Glazer said if the rate went down or did not go up, they might want to re-negotiate at five years to get more money. He added that one option would be to have the term be longer but have the rates renegotiated at earlier increments. He added not negotiate the rates but negotiate the measure, tying whatever Medicare was paying was what they were saying they would take. Commissioner Taylor stated that Medicaid's approved rate should be part of the term agreement. Mr. Glazer replied It was currently, not Medicaid but Medicare. Medicare paid more than Medicaid. Mr. Glazer said they did not know what they rate would be in five years and personally, five years did not bother him. He added this would give them the option to look at what the Medicare rate was. Today, according to Chief Maddox, he was happy with the rate. Whoever is sitting in that chair in five years may not be in five years and may want to change it to Medicare plus 5%. Commissioner Taylor said that should be open-ended, there should be language based on the Medicare rate and there may need to be a re-negotiation of percentage mad may need to happen before five years expired. Mr. Glazer said that could be a two-way street. IF they said they wanted to re-negotiate every year, CRMC may say it was Medicare minus 10%.

Commissioner Hinson said to be reminded if they could not agree, if we say we want 10% or else, they can terminate the contract in one year. Mr. McMillan said transportation was different. Mr. Glazer said either party could terminate on six months' notice. Mr. Hinson said he was talking about the hospital. Mr. Glazer said he was correct.

Ms. Holt asked on the rates of insurance that the County covered now. Mr. Lawson said they were covered under the blanket liability policy. Mr. McMillan explained the policy. Mr. Glazer explained that the intention was that the County did not have to buy anything it did not already have.

There was more round-table discussion regarding transportation. See www.gadsdenclerk.com for more details.

Indigent Care Agreement

Mr. Glazer explained that currently the County paid CRMC 50% of the indigent care tax after the debt service and it came to approximately \$600,000 a year. Under this agreement, the payment would be reduced to \$200,000.

Chair Viegbesie asked why it could not remain at \$600,000. Mr. Glazer said if they wanted to continue to pay them \$600,000 a year, they could. Chair Viegbesie misunderstood and thought they were paying the County.

Mr. McMillan said currently, the rent amount was \$1.00 a year and they would pay \$200,000 in rent and reduce the amount of indigent care by \$400,000 and was a \$600,000 gain to the County. Commissioner Holt said not necessarily. (There was conversation that was inaudible.) Ms. Holt asked how they would get the facility where it needed to be even if they got the \$600,000.

Ms. Graham said there was earlier discussion (before Commissioner Holt arrived) with the Trust Fund that the County build out the rest of the facility and once it was built out according to the lease, they would equip it for use. She said that would better serve the citizens and they had to make sure however it went, it benefits the citizens. She said they had to be making money otherwise they wouldn't mirror the same facility and use it on the south side of Tallahassee. She said 20 years was a moot point as long as they could get an evaluation done every three to five years.

Commissioner Holt said that was the thing about the \$600,000, that was negotiable on the table every time they do a contract and was nothing new this time. She said if they were doing this on the south side of Tallahassee, there was no money there either, so what was the difference?

Mr. Glazer said he wanted to make sure he did not misspeak on something and asked Mr. Thomas to help. He said there was an amendment on the Indigent Care tax and asked if there was a cap or if it was over \$600,000. Mr. Thomas stated it was over \$600,000. Mr. Glazer said they set a floor. Mr. Thomas said they guaranteed them a floor but up to a certain percentage.

Ms. Battle said they asked Mr. Glazer to check into swing beds if that could be a stepping stone from where they were to where they were going. Mr. Glazer said they rejected that, he specifically asked and will go back.

Commissioner Taylor asked about license on the beds. Mr. Glazer explained the license was for four inactive beds, they could not operate them without going through a process. She stated it was doable. He said yes, one of the reasons it was important to have those beds, if they ever leave, the County wanted to make sure there were beds in the hospital. She asked of the \$600,000 that will now come back into the County's coffers, that could be used for debt services and would not have to touch the Trust Fund. Mr. Glazer said he believed the answer to that would be yes. She said the taxes being paid for indigent care was for indigent care and not the hospital. She said that needed to be made clear. She said she asked for thirty-six months with regards to paying out equipment as opposed to 24 months because hospital equipment was expensive. Mr. Glazer said he made a note of that. Mr. Glazer said they proposed the libor rate, which was an internationally recognized interest rate. She said with regards to the 20 years, they could not vote on it, Chair Viegbesie said it was a special meeting and they had a quorum and they could vote. Commissioner Taylor said the Agenda said "discussion" and asked if they were allowed to vote. Mr. Glazer said it was noticed as a special meeting and not a workshop and in effect they were giving him directions on what to go back to them to negotiate about. He said that was informally an action.

Clerk Thomas re-emphasized a comment made by Commissioner Taylor and confirmed by Mr. Glazer; out of the portion of the money that was currently going to CRMC, they would only get \$200,000 and the difference of that could be used to do the build-out. He added that was a significant point and did not need to be glossed over because the \$1.1 Million that was in interest earnings probably was not enough to do all the buildout and was a very significant point to bring the hospital more into compliance to what the ordinance said it ought to be, at least in terms of facilities. He said right now, the first part of the tax goes to the debt services; then the next goes to hospital services and then there was the other indigent services that was primarily controlled by the Health Department and the Health Council.

Mr. Glazer said there were a lot of details to work out but they have been very interested in doing that. Mr. Glazer added the County would do the construction; they would provide the equipment.

Commissioner Holt asked if the Board had a say-so in it and Mr. Glazer responded it was their money. She asked if this was the license that they got years ago from the County and Mr. Glazer said it was the one that GHI was holding years ago. She said it stated they had the sole discretion as to what beds could be put into there. She said it stated “The parties acknowledge the Hospital has the capacity of being expanded to between 10 and 16 beds and that, [as of the Commencement Date of this Amended Lease](#) there is currently space in the portions of the Hospital building that are not subject to this [Amended](#) Lease to expand further subject to terms to be negotiated between County and Company”. She said that part was outside the part CRMC would have and they could legally tell the County to get their part (inaudible). She said good was having a non-operational bed if a person could not get in them. She asked why couldn't they have beds that they could use. Chair Viegbesie said that would be a request from a Board member. He added there might be professional limitations as to the ability to operate the bed and if so, would not make sense to add it, but they could ask. Commissioner Holt said they were telling everyone they could not have 10-15 beds when Franklin County has 10-15 beds and other places have 25-30 beds and they were larger than the surrounding counties and they have a hospital.

Mr. Thomas said from earlier discussion, the 10 beds were in addition to the six emergency room bays they had already talked about doing themselves and with the 4 beds already there and the current bays, that would get them up to approximately 25 spaces.

Commissioner Hinson said previously there was a hospital there and CRMC went in as an emergency room and the two were totally different.

Commissioner Taylor said CRMC has done a great job and did not want to run them away by asking for things they knew they could not or would not do. She said she was surprised to hear the word “deliverables”. Deliverables should be providing quality service, bringing in specialists that people need, additional services that they could provide in their coffers and there should be some deliverables there. She said she did not want to run them away trying to bring in 10-15 beds. She concurred with what the Clerk said earlier about the space in the event there was an emergency and people needed to go to an area; they needed to have space. She felt they needed to look at what they were saying, counter where they could and at the end of the day come up with some deliverables that was doable.

Ms. Battle said before Commissioner Taylor arrived, Mr. Glazer said if the County did the build-out, CRMC would equip the facility. Mr. Glazer said that was part of the package, but was what they wanted to do.

Commissioner Taylor that was what she asked to put on the Agenda. Ms. Battle said it was already in there. Mr. Glazer said the build-out was not in there yet because the County had not agreed to do that yet. Chair Viegbesie said now that they had the money knowing that this would be coming, that money should go toward the build-out and then the equipment and then more specialists coming in eventually.

Commissioner Holt asked on the build-out, where it was located in the contract and Mr. Glazer said the County has not agreed to that. They said they would take over the equipment. He added what had been discussed as part of the negotiation was building out the additional space; there was nothing in the lease yet about building out the additional space because the County has not committed to doing that. She said when they have four non-operational beds, that was a matter of going to ACHA, negotiating that and getting approved for more beds so that was not something that CRMC could not do. She said 20 years was too long to her for something (inaudible) even if they wanted to come back. Chair Viegbesie pointed out what was in the letter.

Commissioner Hinson asked how much it would cost to build-out because it cost \$10 Million to do a small section of the hospital and the other part was twice the size that was built out before and probably talking about another \$10-20 Million again. Mr. Glazer said the whole issue about building out the space was not part of the original discussion; it evolved as they have had the conversation. It was a great conversation by no-one has assessed what the costs would be yet.

Commissioner Holt asked if the County terminated, how long did they have to pay them for the equipment. Chair Viegbesie said 24 months and added that Commissioner Taylor had asked for 36 months. She added that the County needed to have some type of notification of what they were buying in case something went wrong and they discontinue the contract and have to come up with the money.

Commissioner Hinson said if they purchase the equipment, who would make sure the equipment was really in the building.

Chair Viegbesie asked Mr. Glazer when he thought he would be able to pull documents together for this body to have to look at to see if it was what they would like to submit to CRMC as their counter-offer. Mr. Glazer said after the last meeting, he took his notes and created a letter, which he sent to them. He said he could have a letter created within a few days, he looked to them to let him know how they would like him to handle it. He said he could not control how long it took them to respond, he could ask them about the different point made and could have to them by the end of the week. He added if they wanted to review it first as a group before it was sent, the group could only meet in a noticed meeting.

Chair Viegbesie said to put it together and send it to them and let them send their response and another meeting could be scheduled to discuss that and hoped it will have moved much further that where they were now being closer to a final document.

Commissioner Holt asked what happens if they decide to leave and license has to be transferred back to County and mentioned a previous administration that was in the hospital and the issues the County had them.

Mr. Suber pointed out they were not dealing with the type they were dealing with at that time.

Citizens Requesting to be Heard

Don Stewart, 102 Timber Run, Havana, FL 32333 appeared before the Board.

Mr. Stewart said he has lived in Reston since 2005 and his wife was coming to the end of a 20-year career with CRMC. He said his feelings of CRMC have nothing to do with her being employed there. At the last meeting, he, Dr. Hercule and Commissioner Holt chatted and decided they lacked a vision. He said hospitals all over the country in rural areas were closing and the County was facing a real challenge. There were ideas of what people wanted for the facility.

Commissioner Holt asked if they could schedule another meeting.

Commissioner Taylor said the next time she wanted to be able to give CRMC a document.

MOTION TO ADJOURN

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, CHAIR VIEGBESIE DECLARED THE MEETING ADJOURNED AT 7:26 P.M.

GADSDEN COUNTY, FLORIDA

ANTHONY VIEGBESIE, Chair
Board of County Commissioners

ATTEST:

NICHOLAS THOMAS, Clerk