State of Tennessee
Health Facilities Commission
502 Deaderick Street, Andrew Jackson Building, 9th Floor, Nashville, TN 37243
www.tn.gov/hsda Phone: 615-741-2364 hsda.staff@tn.gov

CERTIFICATE OF NEED APPLICATION

1A. Name of Facility, Agency, or Institution

Sumner Regional Medical Center
Name

an unaddressed site at the intersection of North Sage Road and Maiden Road, north of Maiden Road and west of North Sage Road, White House, TN 37188 | Robertson County
Street or Route | **County**

White House | Tennessee | 37188
City | **State** | **Zip**

None
Website Address

Note: The facility's name and address **must be** the name and address of the project and **must be** consistent with the Publication of Intent.

2A. Contact Person Available for Responses to Questions

John Wellborn | Consultant
Name | **Title**

Development Support Group | john.wellborn.dsg@gmail.com
Company Name | **Email Address**

4505 Harding Pike Suite 53-E
Street or Route

Nashville | Tennessee | 37205
City | **State** | **Zip**

CON Consultant | 615-665-2022
Association with Owner | **Phone Number**

3A. Proof of Publication

Attach the full page of newspaper in which the notice of intent appeared with the mast and dateline intact or submit a publication affidavit from the newspaper that includes a copy of the publication as proof of the publication of the letter of intent. (Attachment 3A)

Date LOI was Submitted: 07/09/24

Date LOI was Published: 07/15/24

RESPONSE: Please see Attachment 3A.

4A. Purpose of Review *(Check appropriate box(es) – more than one response may apply)*

- ☐ Establish New Health Care Institution
- ☐ Relocation
- ☐ Change in Bed Complement
- ☐ Addition of a Specialty to an Ambulatory Surgical Treatment Center (ASTC)
- ☐ Initiation of MRI Service
- ☐ MRI Unit Increase
- ☑ Satellite Emergency Department
- ☐ Addition of Therapeutic Catheterization
- ☐ Positron Emission Tomography (PET) Service
- ☐ Initiation of Health Care Service as Defined in §TCA 68-11-1607(3)

Please answer all questions on letter size, white paper, clearly typed and spaced, single sided, in order and sequentially numbered. In answering, please type the question and the response. All questions must be answered. If an item does not apply, please indicate "N/A" (not applicable). Attach appropriate documentation as an Appendix at the end of the application and reference the applicable item Number on the attachment, i.e. Attachment 1A, 2A, etc. The last page of the application should be a completed signed and notarized affidavit.

5A. Type of Institution *(Check all appropriate boxes – more than one response may apply)*

- ☑ Hospital
- ☐ Ambulatory Surgical Treatment Center (ASTC) – Multi-Specialty
- ☐ Ambulatory Surgical Treatment Center (ASTC) – Single Specialty
- ☐ Home Health
- ☐ Hospice
- ☐ Intellectual Disability Institutional Habilitation Facility (ICF/IID)
- ☐ Nursing Home
- ☐ Outpatient Diagnostic Center
- ☐ Rehabilitation Facility
- ☐ Residential Hospice
- ☐ Nonresidential Substitution Based Treatment Center of Opiate Addiction
- ☐ Other

Other -

Hospital -
General Medical and Surgical

6A. Name of Owner of the Facility, Agency, or Institution

Sumner Regional Medical Center, LLC

Name

555 Hartsville Pike		615-328-6089
Street or Route		**Phone Number**
Gallatin	Tennessee	37066
City	**State**	**Zip**

7A. Type of Ownership of Control *(Check One)*

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Limited Partnership
- ☐ Corporation (For Profit)
- ☐ Corporation (Not-for-Profit)
- ☐ Government (State of TN or Political Subdivision)
- ☐ Joint Venture
- ☑ Limited Liability Company
- ☐ Other (Specify)

Attach a copy of the partnership agreement, or corporate charter and certificate of corporate existence. Please provide documentation of the active status of the entity from the Tennessee Secretary of State's website at https://tnbear.tn.gov/ECommerce/FilingSearch.aspx If the proposed owner of the facility is government owned must attach the relevant enabling legislation that established the facility. (Attachment 7A)

Describe the existing or proposed ownership structure of the applicant, including an ownership structure organizational chart. Explain the corporate structure and the manner in which all entities of the ownership structure relate to the applicant. As applicable, identify the members of the ownership entity and each member's percentage of ownership, for those members with 5% ownership (direct or indirect) interest.

RESPONSE: The applicant is Sumner Regional Medical Center, LLC, a limited liability company doing business as Highpoint Health – Sumner with Ascension Saint Thomas (abbreviated throughout the application as "Highpoint Ascension"). The applicant is owned by Highpoint Healthcare, LLC, a joint venture with twenty percent (20%) ownership held by Baptist Health Care Affiliates, Inc. doing business as Ascension Saint Thomas and eighty percent (80%) ownership held by Highpoint Partner, LLC. Highpoint Partner, LLC and Highpoint Healthcare, LLC are indirect subsidiaries of Lifepoint Health, Inc. Highpoint Healthcare, LLC owns four Middle Tennessee acute care facilities: The applicant, Highpoint Ascension (a hospital and FSED in Gallatin), Highpoint Health - Sumner Station with Ascension Saint Thomas (an FSED in Gallatin), Highpoint Health - Riverview with Ascension Saint Thomas (a hospital in Carthage), and Highpoint Health - Trousdale with Ascension Saint Thomas (a hospital in Hartsville). Attachment 7A contains an organization chart of the applicant.

8A. Name of Management/Operating Entity *(If Applicable)*

Name

Street or Route		**County**
City	**State**	**Zip**

Website Address

For new facilities or existing facilities without a current management agreement, attach a copy of a draft management agreement that at least includes the anticipated scope of management services to be provided, the anticipated term of the agreement, and the anticipated management fee payment schedule. For facilities with existing management agreements, attach a copy of the fully executed final contract. (Attachment 8A)

9A. Legal Interest in the Site

Check the appropriate box and submit the following documentation. (Attachment 9A)

The legal interest described below must be valid on the date of the Agency consideration of the Certificate of Need application.

- ☑ Ownership (Applicant or applicant's parent company/owner) – Attach a copy of the title/deed.
- ☐ Lease (Applicant or applicant's parent company/owner) – Attach a fully executed lease that includes the terms of the lease and the actual lease expense.
- ☐ Option to Purchase - Attach a fully executed Option that includes the anticipated purchase price.
- ☐ Option to Lease - Attach a fully executed Option that includes the anticipated terms of the Option and anticipated lease expense.
- ☐ Letter of Intent, or other document showing a commitment to lease the property - attach reference document
- ☐ Other (Specify)

RESPONSE: Response: The applicant owns the project site. Documentation of its purchase and assignment to the applicant LLC is contained in Attachment 9A.

10A. Floor Plan

If the facility has multiple floors, submit one page per floor. If more than one page is needed, label each page. (Attachment 10A)

- Patient care rooms (Private or Semi-private)
- Ancillary areas
- Other (Specify)

RESPONSE: Response: The Highpoint FSED will be a single-story facility. Its floor plan is in Attachment 10A. All spaces are clearly labeled. The facility will have nine examination spaces, including six treatment rooms and two rooms of shelled-in treatment rooms for future expansion. The six finished treatment rooms will include an oversized room for trauma and a behavioral health room. Separate canopied entrances will be provided to separate ambulance arrivals from walk-in patients arriving in private vehicles.

11A. Public Transportation Route

Describe the relationship of the site to public transportation routes, if any, and to any highway or major road developments in the area. Describe the accessibility of the proposed site to patients/clients. (Attachment 11A)

RESPONSE: Response: The service area has no public transportation systems near White House. White House spans both sides of I-65, whose Exit 108 gives residents rapid access to the Highpoint FSED site, approximately 1,100 yards from the interstate. White House is also very accessible by way of radial highways that connect it to other communities in the project service area. Those are Highway 76 or Highway 52 / I-65 from Portland; Highway 52 / I-65 from Orlinda; Highway 25 / I-65 from Cross Plains; Highway 76 from Springfield; Highway 41 / I-65 from Greenbrier; Highway 41 from Millersville and Hendersonville; and Highway 25 from Walnut Grove.

12A. Plot Plan

Unless relating to home care organization, briefly describe the following and attach the requested documentation on a letter size sheet of white paper, legibly labeling all requested information. It **must** include:

- Size of site (in acres);
- Location of structure on the site;
- Location of the proposed construction/renovation; and
- Names of streets, roads, or highways that cross or border the site.

(Attachment 12A)

RESPONSE: Response: See Attachment 12A for the plot plan. It provides all required information. The FSED site contains 7.76 acres and is bounded by both Maiden Road and North Sage Road in the Robertson County sector of White House. It is located approximately 1,100 yards east of I-65.

13A. Notification Requirements

- TCA §68-11-1607(c)(9)(B) states that "... If an application involves a healthcare facility in which a county or municipality is the lessor of the facility or real property on which it sits, then within ten (10) days of filing the application, the applicant shall notify the chief executive officer of the county or municipality of the filing, by certified mail, return receipt requested." Failure to provide the notifications described above within the required statutory timeframe will result in the voiding of the CON application.
  - ☐ Notification Attached (Provide signed USPS green-certified mail receipt card for each official notified.)
  - ☐ Notification in process, attached at a later date
  - ☐ Notification not in process, contact HFC Staff
  - ☑ Not Applicable

- TCA §68-11-1607(c)(9)(A) states that "... Within ten (10) days of the filing of an application for a nonresidential substitution based treatment center for opiate addiction with the agency, the applicant shall send a notice to the county mayor of the county in which the facility is proposed to be located, the state representative and senator representing the house district and senate district in which the facility is proposed to be located, and to the mayor of the municipality, if the facility is proposed to be located within the corporate boundaries of the municipality, by certified mail, return receipt requested, informing such officials that an application for a nonresidential substitution based treatment center for opiate addiction has been filed with the agency by the applicant.
  - ☐ Notification Attached (Provide signed USPS green-certified mail receipt card for each official notified.)
  - ☐ Notification in process, attached at a later date
  - ☐ Notification not in process, contact HFC Staff
  - ☐ Not Applicable

EXECUTIVE SUMMARY

1E. Overview

Please provide an overview not to exceed **ONE PAGE** (for 1E only) in total explaining each item point below.

- Description: Address the establishment of a health care institution, initiation of health services, and/or bed complement changes.

  RESPONSE:

  The project will be a freestanding emergency department ("FSED") named *Sumner Regional Medical Center dba Highpoint Health – Sumner with Ascension Saint Thomas*. It will be located in the Robertson County section of the City of White House, close to I-65 and the Robertson-Sumner County line. In addition to exam room spaces for x-ray, CT scanning and a laboratory, the FSED will open with six treatment rooms and will have two shelled-in treatment rooms for adding treatment capacity when needed.

- Ownership structure

  RESPONSE: The applicant is Sumner Regional Medical Center, LLC, a limited liability company owned jointly by Ascension Saint Thomas (20%) and Sumner Regional Medical Center (80%) dba Highpoint Health – Sumner with Ascension Saint Thomas. Sumner Regional will be the host hospital for this new FSED. That hospital is a 167-bed acute care facility that is a member of Lifepoint Health, which joint ventures specialty projects with dozens of well-known centers of excellence nationally and in Tennessee.

- Service Area

  RESPONSE: The service area consists of nine rural Tennessee Zip codes, south of Kentucky, north of Davidson County and west of Gallatin. I-65 runs north from Nashville to Kentucky, through the approximate center of these zip codes. The proposed FSED will be in White House, in Robertson County, 1,100 yards from an interstate exit, and centrally located within the service area.

- Existing similar service providers

  RESPONSE: The service area contains two HCA hospital-based emergency departments and one HCA FSED. They are not centrally located within this service area. All three are located in larger, older service area communities that are distant from the new growth area around White House on I-65.

- Project Cost

  RESPONSE: The estimated project cost is $20,630,528.

- Staffing

  RESPONSE: The Highpoint FSED in White House will treat patients 24/7, as a branch of the Emergency Department of its host hospital, Sumner Regional Medical Center in Gallatin. It will provide all six levels of emergency room care, including trauma care, and will treat both pediatric and adult patients. All of its medical staff will be Board-certified and Board-eligible emergency care physicians and will belong to the medical staff of Sumner Regional Medical Center.s++++++ Highpoint FSED's clinical staff will be trained and experienced in emergency care.

2E. Rationale for Approval

A Certificate of Need can only be granted when a project is necessary to provide needed health care in the area to be served, will provide health care that meets appropriate quality standards, and the effects attributed to competition or duplication would be positive for consumers

Provide a brief description not to exceed ONE PAGE (for 2E only) of how the project meets the criteria necessary for granting a CON using the data and information points provided in criteria sections that follow.

- Need

  RESPONSE: I-65 runs north and south through the middle of the service area, from Nashville to Kentucky. It closely parallels the county line between Robertson and Sumner Counties. I-65 links the job markets of the higher cost-of-living Nashville area to the more affordable land and housing available in these nine northern zip codes. As a consequence, the population of the service area, its traffic, and its visits to emergency care departments have been steadily increasing. All three existing emergency care sites within the service area significantly exceed visits per room guidelines of the American College of Emergency Physicians ("ACEP"). Additional ER capacity will be essential to avoid prolonged wait times in the near future. However, onsite expansions of TriStar Hendersonville's existing emergency care department appears to have been unfeasible for HCA. Sumner Regional Medical Center and Ascension Saint Thomas propose to address the area's obvious emergency care needs by placing a new emergency facility in White House, in the approximate center of the service area. This will improve accessibility for patients from western Sumner County and eastern Robertson County. It will be of special benefit to rural patients who face longer drive times to HCA's ERs. It will also benefit residents whose health insurance plans do not include HCA facilities.

- Quality Standards

  RESPONSE: The applicant is a partnership between Ascension Saint Thomas and Highpoint Health – Sumner with Ascension Saint Thomas (Sumner Regional Medical Center). Both have an extensive portfolio for delivering high-quality care. The host hospital in Gallatin is a Level III trauma center and has earned the American College of Cardiology's Chest Pain Center accreditation and the highest designation from the American Heart Association's Get with the Guidelines, while maintaining advanced specialty certifications in stroke and perinatal care from The Joint Commission. Its partner, Ascension Saint Thomas, operates two tertiary hospitals in Nashville that are recognized as leaders in quality and safety. Ascension Saint Thomas Hospital has been named one of the top 100 hospitals in the USA and named as a Top 100 Cardiac Hospital. It has also achieved distinction as an Advanced Primary and Comprehensive Stroke Center, a Safe Sleep Gold Designation, a Baby-Friendly designation, a Blue Distinction Center for Total Hip Surgery, and is in the Commission on Cancer's Integrated Network Cancer Program. Ascension Saint Thomas is a joint-venture owner of the Highpoint FSED and will have quality and clinical oversight of this facility. Additionally, its tertiary facilities in Nashville will be a main option for residents needing a higher level of inpatient care. Sumner Regional's existing FSED at Sumner Station in Gallatin meets or exceeds industry goals for quickly responsive service, high quality of round-the-clock staffing, virtual elimination of diversions to other emergency rooms, and coordination with hospitals for transfers to higher levels of care. Lifepoint Health joint ventures projects with dozens of well-known centers of excellence nationally -- including Tennessee's Baptist Health System in Memphis, Ascension in Nashville, and the University of Tennessee Medical Center in Knoxville.

- Consumer Advantage
  - Choice

    RESPONSE: Emergency services in this large service area north of Nashville and east of Gallatin are now available from only one company (HCA), whose three emergency facilities are located in the largest towns in the service area. By contrast, the Highpoint Ascension FSED in White House will give other area residents their first choice of emergency providers close to home. It will be a beneficial competitor for the area.

○ Improved access/availability to health care service(s)

RESPONSE: HCA TriStar Hendersonville Medical Center's Emergency Room is heavily utilized, far above ACEP Guidelines. It reportedly is not feasible to expand. HCA's other two emergency services at Portland and Springfield also exceed industry utilization guidelines, and are far from the growth center around White House. A Highpoint FSED positioned in White House will improve the accessibility and availability of emergency care for area residents, especially those now driving in high-traffic areas or through difficult terrain to reach emergency services just outside of the primary service area. This new Highpoint FSED will treat all arriving patients. It will accept all patients regardless of insurance. This contrasts with HCA, which recently has not accepted Blue Cross S insurance, leading to higher copays for members needing care right away.

○ Affordability

RESPONSE: Competition in this service area will help lower emergency care costs and patients' out-of-pocket co-pays. Charity care for non-emergent or uninsured patients will be provided under faith-based Ascension Saint Thomas's guidelines. Blue Cross Blue Shield S-insured patients will have unimpeded financial access to care.

3E. Consent Calendar Justification

☐ Letter to Executive Director Requesting Consent Calendar (Attach Rationale that includes addressing the 3 criteria)

☑ Consent Calender NOT Requested

If Consent Calendar is requested, please attach the rationale for an expedited review in terms of Need, Quality Standards, and Consumer Advantage as a written communication to the Agency's Executive Director at the time the application is filed.

4E. PROJECT COST CHART

A. Construction and equipment acquired by purchase:	
1. Architectural and Engineering Fees	$1,098,125
2. Legal, Administrative (Excluding CON Filing Fee), Consultant Fees	$75,000
3. Acquisition of Site	$3,000,000
4. Preparation of Site	$1,500,000
5. Total Construction Costs	$7,943,500
6. Contingency Fund	$935,000
7. Fixed Equipment (Not included in Construction Contract)	$4,672,769
8. Moveable Equipment (List all equipment over $50,000 as separate attachments)	$0
9. Other (Specify): telecomm, IS, furnishings, etc.	$651,981
B. Acquisition by gift, donation, or lease:	
1. Facility (inclusive of building and land)	$0
2. Building only	$0
3. Land only	$0
4. Equipment (Specify):	$0
5. Other (Specify):	$0
C. Financing Costs and Fees:	
1. Interim Financing	$709,153
2. Underwriting Costs	$0
3. Reserve for One Year's Debt Service	$0
4. Other (Specify):	$0
D. Estimated Project Cost (A+B+C)	$20,585,528
E. CON Filing Fee	$45,000
F. Total Estimated Project Cost (D+E) **TOTAL**	$20,630,528

GENERAL CRITERIA FOR CERTIFICATE OF NEED

In accordance with TCA §68-11-1609(b), "no Certificate of Need shall be granted unless the action proposed in the application for such Certificate is necessary to provide needed health care in the area to be served, will provide health care that meets appropriate quality standards, and the effect attributed to completion or duplication would be positive for consumers." In making determinations, the Agency uses as guidelines the goals, objectives, criteria, and standards adopted to guide the agency in issuing certificates of need. Until the agency adopts its own criteria and standards by rule, those in the state health plan apply.

Additional criteria for review are prescribed in Chapter 11 of the Agency Rules, Tennessee Rules and Regulations 01730-11.

The following questions are listed according to the three criteria: (1) Need, (2) the effects attributed to competition or duplication would be positive for consumers (Consumer Advantage), and (3) Quality Standards.

NEED

The responses to this section of the application will help determine whether the project will provide needed health care facilities or services in the area to be served.

1N. Provide responses as an attachment to the applicable criteria and standards for the type of institution or service requested. A word version and pdf version for each reviewable type of institution or service are located at the following website. https://www.tn.gov/hsda/hsda-criteria-and-standards.html (Attachment 1N)

RESPONSE:

Response: See Attachment 1N for responses to the State Health Plan's criteria and standards for Freestanding Emergency Departments.

2N. Identify the proposed service area and provide justification for its reasonable ness. Submit a county level map for the Tennessee portion and counties boarding the state of the service area using the supplemental map, clearly marked, and shaded to reflect the service area as it relates to meeting the requirements for CON criteria and standards that may apply to the project. Please include a discussion of the inclusion of counties in the border states, if applicable. (Attachment 2N)

RESPONSE:

See Attachment 2N for the required county-level map designating the two counties that contain all of the project 's primary service area zip codes, except for a very small part of one zip code that extends minimally into the northern edge of Davidson County. Attachment 2N also includes a zip code map of the primary service area.

The project's primary service area ("PSA") consists of nine zip codes between Davidson County and the Kentucky State line. They include most of Robertson County and the western portion of Sumner County, excluding the Gallatin area, where the applicant, Sumner Regional Medical Center ("SRMC"), already operates a campus-based emergency department and a satellite freestanding emergency department ("FSED").

Interstate 65 and the Robertson-Sumner County line, dividing the PSA. The proposed Highpoint FSED will be located in the Robertson County sector of the City of White House, which spans the

county line and is central to the rural communities it will serve. It will be approximately 1,100 yards from the White House exit from I-65, where it will be rapidly accessible to patients using that interstate highway.

Complete the following utilization tables for each county in the service area, if applicable.

PROJECTED UTILIZATION

Unit Type: ☐ Procedures ☐ Cases ☐ Patients ☑ Other Visits

Service Area Counties	Projected Utilization Recent Year 1 (Year = 2026)	% of Total
Robertson	1,872	34.19%
Sumner	3,603	65.81%
Total	5,475	100%

3N. A. Describe the demographics of the population to be served by the proposal.

RESPONSE:

Table 3NA below provides the estimated and projected populations of the primary service area zip codes. It is based on the 2020 census, a 2024 estimate, a calculation of the rate of change over those 4 years, and the projected population in 2028 applying that same growth rate. The primary service area is projected to increase in population by 10.5% over the next four years, faster than the overall growth rate of 10.1% from 2020 to 2024.

Table 3N.A: Projected Population Increases in the Primary Service Area

	2020	2024	4-Year Change	2024	2028	4-year Change
37075 Shackle Island / Hendersonville	71,023	77,871	9.6%	77,871	85,347	9.6%
37172 Springfield	31,851	34,110	7.1%	34,110	36,532	7.1%
37072 Goodlettsville/ Millersville	33,065	34,102	3.1%	34,102	35,159	3.1%
37148 Portland	25,318	28,161	11.2%	28,161	31,315	11.2%
37188 White House	16,281	21,382	31.3%	21,382	28,075	31.3%
37073 Greenbrier	14,506	15,699	8.2%	15,699	16,986	8.2%
37048 Cottontown / Walnut Grove	6,927	7,360	6.3%	7,360	7,824	6.3%
37049 Cross Plains	3,564	4,317	21.1%	4,317	5,228	21.1%
37141 Orlinda	1,186	1,285	8.3%	1,285	1,392	8.3%
TOTALS	203,721	224,287	10.1%	224,287	247,857	10.5%

Source: Zip-Codes.com 2020 & 2024 Zip Code Population Estimates.

Note: Applicant has estimated 2028 Populations based on vendor's growth data from 2020 to 2024.

B. Provide the following data for each county in the service area:

- Using current and projected population data from the Department of Health. (www.tn.gov/health/health-program-areas/statistics/health-data/population.html);
- the most recent enrollee data from the Division of TennCare (https://www.tn.gov/tenncare/information-statistics/enrollment-data.html),
- and US Census Bureau demographic information (https://www.census.gov/quickfacts/fact/table/US/PST045219).

RESPONSE:

See Attachment 3N-B for this demographic table.

4N. Describe the special needs of the service area population, including health disparities, the accessibility to consumers, particularly those who are uninsured or underinsured, the elderly, women, racial and ethnic minorities, TennCare or Medicaid recipients, and low income groups. Document how the business plans of the facility will take into consideration the special needs of the service area population.

RESPONSE:

The Highpoint FSED will be accessible to all of these groups. It will provide care to all arriving patients regardless of their insurance coverage. It is projected to provide more than 5% charity care*. Highpoint FSED will be operated under the license of Sumner Regional Medical Center, which contracts with six TennCare MCO's: United Healthcare, Blue Cross BlueCare, Select, Wellpoint, BC Cover Kids, and UHC Cover Kids.

**** Charity care in this application includes (a) unbilled charges written off as 100% charity care for patients qualifying for charity care guidelines, and (b) unbilled deep discounts for patients who do not qualify for 100% charity care but are underinsured.***

5N. Describe the existing and approved but unimplemented services of similar healthcare providers in the service area. Include utilization and/or occupancy trends for each of the most recent three years of data available for this type of project. List each provider and its utilization and/or occupancy individually. Inpatient bed projects must include the following data: Admissions or discharges, patient days. Average length of stay, and occupancy. Other projects should use the most appropriate measures, e.g. cases, procedures, visits, admissions, etc. This does not apply to projects that are solely relocating a service.

RESPONSE:

The table below shows the utilization of all three emergency rooms in the project service area, from 2020 through 2022, the most recent years of published data available. Data on treatment rooms and visits are from the Joint Annual Reports. The data differ from the visits reported by HDDS staff, which are based on patient claims. The table also shows utilization trends of the most significant emergency rooms in Gallatin and in central Nashville.

Table 5N: Visits to Local Emergency Rooms
2020-2022

Visits to Emergency Facilities Withsin the Project Service Area				
	2020	**2021**	**2022**	**% Change 2020-2022**
Tristar Hendersonville Medical Center (HCA)	29,860	35,519	37,932	27.0%
Tristar Portland FSED (HCA)	9,795	11,319	12,432	26.9%
Tristar Northcrest Medical Center (HCA)	29,097	22,009	24,098	-17.2%
Project Service Area Subtotal	**68,752**	**68,847**	**74,462**	**8.3%**
Visits to Major Emergency Facilities Outside the Project Service Area				
	2020	**2021**	**2022**	**% Change 2020-2022**
Sumner Regional /Sumner Station	37,824	39,423	39,390	4.1%
Ascension Saint Thomas Hospital Midtown	44,616	46,843	51,807	16.1%

Ascension Saint Thomas Hospital West	32,516	30,119	33,135	1.9%
Tristar Centennial Medical Center (HCA)	53,575	62,513	64,499	20.4%
Nashville General Hospital	26,435	23,059	24,141	-8.7%
Vanderbilt Medical Center	104,808	101,099	117,794	12.4%
Subtotal	**299,774**	**303,056**	**330,766**	**10.3%**

Source: Joint Annual Reports.

6N. Provide applicable utilization and/or occupancy statistics for your institution services for each of the past three years and the project annual utilization for each of the two years following completion of the project. Additionally, provide the details regarding the methodology used to project utilization. The methodology must include detailed calculations or documentation from referral sources, and identification of all assumptions.

RESPONSE:

Response:

Projected Utilization of Highpoint FSED					
	2021	**2022**	**2023**	**2026-Yr 1**	**2027-Yr 2**
Number of Visits	**NA**	**NA**	**NA**	**5,475**	**7,300**
Methodology	**NA**	**NA**	**NA**	**15 visits/day**	**20 visits/day**

Source: Hospital Management.

Historic utilization is not applicable to a proposed new facility.

Projection of the FSED's visits in its first two years is based on 15 visits per day in Year One and 20 visits per day in Year Two. Those are conservative assumptions, given that existing ERs in the area already exceed ACEP utilization standards, and given continuing increases of ER visit to ERs now located within the project service area.

7N. Complete the chart below by entering information for each applicable outstanding CON by applicant or share common ownership; and describe the current progress and status of each applicable outstanding CON and how the project relates to the applicant, and the percentage of ownership that is shared with the applicant's owners.

RESPONSE:

Not applicable. The applicant has no outstanding unimplemented Certificates of Need.

CONSUMER ADVANTAGE ATTRIBUTED TO COMPETITION

The responses to this section of the application helps determine whether the effects attributed to competition or duplication would be positive for consumers within the service area.

1C. List all transfer agreements relevant to the proposed project.

RESPONSE: Response: Please see the list of insurers in Attachment Additional Documents 4.

2C. List all commercial private insurance plans contracted or plan to be contracted by the applicant.

- ☐ Aetna Health Insurance Company
- ☐ Ambetter of Tennessee Ambetter
- ☐ Blue Cross Blue Shield of Tennessee
- ☐ Blue Cross Blue Shield of Tennessee Network S
- ☐ Blue Cross Blue Shiled of Tennessee Network P
- ☐ BlueAdvantage
- ☐ Bright HealthCare
- ☐ Cigna PPO
- ☐ Cigna Local Plus
- ☐ Cigna HMO - Nashville Network
- ☐ Cigna HMO - Tennessee Select
- ☐ Cigna HMO - Nashville HMO
- ☐ Cigna HMO - Tennessee POS
- ☐ Cigna HMO - Tennessee Network
- ☐ Golden Rule Insurance Company
- ☐ HealthSpring Life and Health Insurance Company, Inc.
- ☐ Humana Health Plan, Inc.
- ☐ Humana Insurance Company
- ☐ John Hancock Life & Health Insurance Company
- ☐ Omaha Health Insurance Company
- ☐ Omaha Supplemental Insurance Company
- ☐ State Farm Health Insurance Company
- ☐ United Healthcare UHC
- ☐ UnitedHealthcare Community Plan East Tennessee
- ☐ UnitedHealthcare Community Plan Middle Tennessee
- ☐ UnitedHealthcare Community Plan West Tennessee

☐ WellCare Health Insurance of Tennessee, Inc.

☑ Others

RESPONSE: Please see the list in Attachment 2C.

3C. Describe the effects of competition and/or duplication of the proposal on the health care system, including the impact upon consumer charges and consumer choice of services.

RESPONSE:

The three ERs in the service area are all at HCA facilities. Their visits per room in 2022 substantially exceeded the utilization guidelines of the American College of Emergency Physicians (ACEP) and it is likely that their visits have continued to increase in the two years since then. Their last Joint Annual Reports for 2022 reported 37,913 ER visits to its three emergency services.

The proposed Highpoint FSED in White House is projected to attract 15-20 visits per day in 2026 and 2027, respectively. In 2027, if (a) HCA's three ERs have not increased their ER visits since 2022 (unlikely) and if (b) the Highpoint FSED's projected 7,300 visits would all be at the expense of the HCA ERs (unlikely), the impact on HCA would be only a decrease to its 2020 areawide ERs' combined utilization – a minimal impact. But in reality, HCA may have increased its visits since 2022, due to area growth. In that case, some of the Highpoint FSED's utilization will come from new population growth, not just from decompressing HCA's own utilization.

Consumers will benefit from having this new choice of provider.

The Highpoint FSED will be in the approximate center of its service area, reducing drive times for patients who otherwise must continue to use services at the HCA locations, none of which is central to this project's service area.

There will be no adverse impact on the area's ER charges. On the contrary, healthy competition among busy and economically healthy providers will help ensure restraint in charge increases, which sometimes can be higher where there is only one provider available in an entire service area.

4C. Discuss the availability of and accessibility to human resources required by the proposal, including clinical leadership and adequate professional staff, as per the State of Tennessee licensing requirements, CMS, and/or accrediting agencies requirements, such as the Joint Commission and Commission on Accreditation of Rehabilitation Facilities.

RESPONSE:

The proposed Highpoint FSED in White House will be operated under the host hospital's State license, CMS certification, and Joint Commission accreditation. It will meet or exceed requirements for 24-hour on-site physician and nurse coverage. Its physician staff will be members of the host hospital's organized medical staff.

5C. Document the category of license/certification that is applicable to the project and why. These include, without limitation, regulations concerning clinical leadership, physician supervision, quality assurance policies and programs, utilization review policies and programs, record keeping, clinical staffing requirements, and staff education.

RESPONSE:

All of these regulations of the hospital will also apply to the Highpoint FSED in White House which, like the Sumner Station FSED, will be part of the hospital's Emergency Department.

HISTORICAL DATA CHART

☑ Total Facility
☐ Project Only

Give information for the last *three (3)* years for which complete data are available for the facility or agency.

	Year 1	Year 2	Year 3
	2021	2022	2023
A. Utilization Data			
Specify Unit of Measure Other : ER Visits	39423	39390	39987
B. Revenue from Services to Patients			
1. Inpatient Services	$344,939,057.00	$350,216,660.00	$408,795,327.00
2. Outpatient Services	$29,245,290.00	$50,945,886.00	$80,807,063.00
3. Emergency Services	$214,905,917.00	$209,497,474.00	$235,900,923.00
4. Other Operating Revenue (Specify) None	$0.00	$0.00	$0.00
Gross Operating Revenue	$589,090,264.00	$610,660,020.00	$725,503,313.00
C. Deductions from Gross Operating Revenue			
1. Contractual Adjustments	$463,014,645.00	$474,636,595.00	$572,865,909.00
2. Provision for Charity Care	$32,991,739.00	$37,373,254.00	$38,392,467.00
3. Provisions for Bad Debt	$4,565,011.00	$15,770,680.00	$23,321,582.00
Total Deductions	$500,571,395.00	$527,780,529.00	$634,579,958.00
NET OPERATING REVENUE	$88,518,869.00	$82,879,491.00	$90,923,355.00

PROJECTED DATA CHART

☑ Project Only
☐ Total Facility

Give information for the *two (2)* years following the completion of this proposal.

	Year 1	Year 2
	2026	2027
A. Utilization Data		
Specify Unit of Measure Other : ER Visits	5475	7300
B. Revenue from Services to Patients		
1. Inpatient Services	$0.00	$0.00
2. Outpatient Services	$0.00	$0.00
3. Emergency Services	$31,714,485.00	$44,400,279.00
4. Other Operating Revenue (Specify) None	$0.00	$0.00
Gross Operating Revenue	$31,714,485.00	$44,400,279.00
C. Deductions from Gross Operating Revenue		
1. Contractual Adjustments	$22,711,878.00	$32,150,341.00
2. Provision for Charity Care	$1,678,279.00	$2,349,591.00
3. Provisions for Bad Debt	$1,042,167.00	$1,398,491.00
Total Deductions	$25,432,324.00	$35,898,423.00

NET OPERATING REVENUE	$6,282,161.00	$8,501,856.00

PROJECTED DATA CHART

☑ Total Facility
☐ Project Only

Give information for the *two (2)* years following the completion of this proposal.

	Year 1	**Year 2**
	2026	2027
A. Utilization Data		
Specify Unit of Measure Other : ER Visits	46262	48902
B. Revenue from Services to Patients		
1. Inpatient Services	$416,971,234.00	$425,310,658.00
2. Outpatient Services	$82,423,204.00	$84,071,668.00
3. Emergency Services	$272,333,426.00	$289,831,599.00
4. Other Operating Revenue (Specify) None	$0.00	$0.00
Gross Operating Revenue	$771,727,864.00	$799,213,925.00
C. Deductions from Gross Operating Revenue		
1. Contractual Adjustments	$605,130,897.00	$623,951,189.00
2. Provision for Charity Care	$40,824,987.00	$42,279,233.00
3. Provisions for Bad Debt	$26,695,907.00	$29,617,605.00
Total Deductions	$672,651,791.00	$695,848,027.00
NET OPERATING REVENUE	$99,076,073.00	$103,365,898.00

7C. Please identify the project's average gross charge, average deduction from operating revenue, and average net charge using information from the Historical and Projected Data Charts of the proposed project.

Project Only Chart

	Previous Year to Most Recent Year	Most Recent Year	Year One	Year Two	% Change (Current Year to Year 2)
Gross Charge *(Gross Operating Revenue/Utilization Data)*	$0.00	$0.00	$5,792.60	$6,082.23	0.00
Deduction from Revenue *(Total Deductions/Utilization Data)*	$0.00	$0.00	$4,645.17	$4,917.59	0.00
Average Net Charge *(Net Operating Revenue/Utilization Data)*	$0.00	$0.00	$1,147.43	$1,164.64	0.00

8C. Provide the proposed charges for the project and discuss any adjustment to current charges that will result from the implementation of the proposal. Additionally, describe the anticipated revenue from the project and the impact on existing patient charges.

RESPONSE:

See response to question 9C.

9C. Compare the proposed project charges to those of similar facilities/services in the service area/adjoining services areas, or to proposed charges of recently approved Certificates of Need.

If applicable, compare the proposed charges of the project to the current Medicare allowable fee schedule by common procedure terminology (CPT) code(s).

RESPONSE:

Please see Attachment 2C for a comparison of the project's charges to current Medicare allowables and to charges of other providers.

10C. Report the estimated gross operating revenue dollar amount and percentage of project gross operating revenue anticipated by payor classification for the first and second year of the project by completing the table below.

If applicable, compare the proposed charges of the project to the current Medicare allowable fee schedule by common procedure terminology (CPT) code(s).

Applicant's Projected Payor Mix

Project Only Chart

Payor Source	Year-2026		Year-2027	
	Gross Operating Revenue	**% of Total**	**Gross Operating Revenue**	**% of Total**
Medicare/Medicare Managed Care	$16,688,162.00	52.62	$23,363,426.81	52.62
TennCare/Medicaid	$4,167,283.00	13.14	$5,834,196.66	13.14
Commercial/Other Managed Care	$6,250,925.00	19.71	$8,751,294.99	19.71
Self-Pay	$2,378,586.00	7.50	$3,330,020.93	7.50
Other(Specify)	$2,229,529.00	7.03	$3,121,339.61	7.03
Total	$31,714,485.00	100%	$44,400,279.00	100%
Charity Care	$1,678,279.00		$2,349,591.00	

**Needs to match Gross Operating Revenue Year One and Year Two on Projected Data Chart*

Discuss the project's participation in state and federal revenue programs, including a description of the extent to which Medicare, TennCare/Medicaid, and medically indigent patients will be served by the project.

RESPONSE: All three groups will be served. The FSED, like its host hospital, will be in all applicable State and Federal revenue programs. Its projected payer mix of gross revenues for its first two years are Medicare 56.62%, TennCare/Medicaid 13.14%, Commercial 19.71%, Self-pay 7.50%, and other sources 7.03%.

Charity care is estimated at 5.29% of gross revenues. Charity care in this application includes (a) unbilled charges written off as 100% charity care for patients qualifying for charity care guidelines, and (b) unbilled deep discounts for patients who do not qualify for 100% charity care but are underinsured.

QUALITY STANDARDS

1Q. Per PC 1043, Acts of 2016, any receiving a CON after July 1, 2016, must report annually using forms prescribed by the Agency concerning appropriate quality measures. Please attest that the applicant will submit an annual Quality Measure report when due.

- [x] Yes
- [ ] No

2Q. The proposal shall provide health care that meets appropriate quality standards. Please address each of the following questions.

- Does the applicant commit to maintaining the staffing comparable to the staffing chart presented in its CON application?

  - [x] Yes
  - [ ]

- No

- Does the applicant commit to obtaining and maintaining all applicable state licenses in good 3tanding?
  - [x] Yes
  - [ ] No

- Does the applicant commit to obtaining and maintaining TennCare and Medicare certification(s), if participation in such programs are indicated in the application?
  - [x] Yes
  - [ ] No

3Q. Please complete the chart below on accreditation, certification, and licensure plans. Note: if the applicant does not plan to participate in these type of assessments, explain why since quality healthcare must be demonstrated.

Credential	Agency	Status (Active or Will Apply)	Provider Number or Certification Type
Licensure	☑ Health Facilities Commission/Licensure Division ☐ Intellectual & Developmental Disabilities ☐ Mental Health & Substance Abuse Services	Active	Hospital License No. 116
Certification	☑ Medicare ☑ TennCare/Medicaid ☐ Other _____	Will Apply Will Apply	Medicare 44-0003 Medicaid 044-0003
Accreditation(s)	TJC - The Joint Commission	Will Apply	

4Q. If checked "TennCare/Medicaid" box, please list all Managed Care Organization's currently or will be contracted.

- ☐ AMERIGROUP COMMUNITY CARE- East Tennessee
- ☐ AMERIGROUP COMMUNITY CARE - Middle Tennessee
- ☐ AMERIGROUP COMMUNITY CARE - West Tennessee
- ☐ BLUECARE - East Tennessee
- ☑ BLUECARE - Middle Tennessee
- ☐ BLUECARE - West Tennessee
- ☐ UnitedHealthcare Community Plan - East Tennessee
- ☑ UnitedHealthcare Community Plan - Middle Tennessee
- ☐ UnitedHealthcare Community Plan - West Tennessee
- ☑ TENNCARE SELECT HIGH - All
- ☑ TENNCARE SELECT LOW - All
- ☐ PACE
- ☐ KBB under DIDD waiver
- ☑ Others

Please Explain
RESPONSE: SRMC is contracted to four MCOs, which will cover emergency services provided at its FSEDs as well as at the main campus ED. The MCO's are: Bluecare United Health Community Plan TennCare Select Wellpoint – Middle Tennessee

5Q. Do you attest that you will submit a Quality Measure Report annually to verify the license, certification, and/or accreditation status of the applicant, if approved?

- ☑ Yes
- ☐ No

6Q. For an existing healthcare institution applying for a CON:

- Has it maintained substantial compliance with applicable federal and state regulation for the three years prior to the CON application. In the event of non-compliance, the nature of non-compliance and corrective action should be discussed to include any of the following: suspension of admissions, civil monetary penalties, notice of 23-day or 90-day termination proceedings from Medicare/Medicaid/TennCare, revocation/denial of accreditation, or other similar actions and what measures the applicant has or will put into place to avoid similar findings in the future.

- [x] Yes
- [ ] No
- [ ] N/A

- Has the entity been decertified within the prior three years? If yes, please explain in detail. (This provision shall not apply if a new, unrelated owner applies for a CON related to a previously decertified facility.)

  - [ ] Yes
  - [x] No
  - [ ] N/A

7Q. Respond to all of the following and for such occurrences, identify, explain, and provide documentation if occurred in last five (5) years.

Has any of the following:

- Any person(s) or entity with more than 5% ownership (direct or indirect) in the applicant (to include any entity in the chain of ownership for applicant);
- Any entity in which any person(s) or entity with more than 5% ownership (direct or indirect) in the applicant (to include any entity in the chain of ownership for applicant) has an ownership interest of more than 5%; and/or.

Been subject to any of the following:

- Final Order or Judgement in a state licensure action;

  - [ ] Yes
  - [x] No

- Criminal fines in cases involving a Federal or State health care offense;

  - [ ] Yes
  - [x] No

- Civil monetary penalties in cases involving a Federal or State health care offense;

  - [ ] Yes
  - [x] No

- Administrative monetary penalties in cases involving a Federal or State health care offense;

  - [ ] Yes
  - [x] No

- Agreement to pay civil or administrative monetary penalties to the federal government or any state in cases involving claims related to the provision of health care items and services;

  - [ ] Yes
  - [x] No

- Suspension or termination of participation in Medicare or TennCare/Medicaid programs; and/or

  - [ ] Yes
  - [x] No

- Is presently subject of/to an investigation, or party in any regulatory or criminal action of which you are aware.

  - [ ] Yes

☑ No

8Q. Provide the project staffing for the project in Year 1 and compare to the current staffing for the most recent 12-month period, as appropriate. This can be reported using full-time equivalent (FTEs) positions for these positions.

☐ Existing FTE not applicable (Enter year)

Position Classification	Existing FTEs(enter year)	Projected FTEs Year 1
A. Direct Patient Care Positions		
RN	0.00	8.40
Respiratory Therapist	0.00	4.20
Rad/CT Technologist	0.00	4.20
Lab Tech	0.00	4.20
Total Direct Patient Care Positions	N/A	21

B. Non-Patient Care Positions		
Security	0.00	2.10
Leader	0.00	1.00
Patient Access Rep	0.00	4.20
Total Non-Patient Care Positions	N/A	7.3
Total Employees *(A+B)*	0	28.3

C. Contractual Staff		
Contractual Staff Position	0.00	0.00
Total Staff *(A+B+C)*	0	28.3

DEVELOPMENT SCHEDULE

TCA §68-11-1609(c) provides that activity authorized by a Certificate of Need is valid for a period not to exceed three (3) years (for hospital and nursing home projects) or two (2) years (for all other projects) from the date of its issuance and after such time authorization expires; provided, that the Agency may, in granting the Certificate of Need, allow longer periods of validity for Certificate of Need for good cause shown. Subsequent to granting the Certificate of Need, the Agency may extend a Certificate of Need for a period upon application and good cause shown, accompanied by a non-refundable reasonable filing fee, as prescribed by rule. A Certificate of Need authorization which has been extended shall expire at the end of the extended time period. The decision whether to grant an extension is within the sole discretion of the Commission, and is not subject to review, reconsideration, or appeal.

- Complete the Project Completion Forecast Chart below. If the project will be completed in multiple phases, please identify the anticipated completion date for each phase.
- If the CON is granted and the project cannot be completed within the standard completion time period (3 years for hospital and nursing home projects and 2 years for all others), please document why an extended period should be approved and document the "good cause" for such an extension.

PROJECT COMPLETION FORECAST CHART

Assuming the Certificate of Need (CON) approval becomes the final HFC action on the date listed in Item 1 below, indicate the number of days from the HFC decision date to each phase of the completion forecast.

Phase	**Days Required**	**Anticipated Date (Month/Year)**
1. Initial HFC Decision Date		09/25/24
2. Building Construction Commenced	90	12/23/24
3. Construction 100% Complete (Approval for Occupancy)	350	09/09/25
4. Issuance of License	410	11/08/25
5. Issuance of Service	430	11/28/25
6. Final Project Report Form Submitted (Form HR0055)	520	02/26/26

Note: If litigation occurs, the completion forecast will be adjusted at the time of the final determination to reflect the actual issue date.

Attachment 3A

Proof of Publication

LocaliQ
Tennessee
GANNETT

PO Box 631340 Cincinnati, OH 45263-1340

AFFIDAVIT OF PUBLICATION

_ Britney Sudduth
Britney Sudduth
Wiseman Ashworth Trauger
511 Union ST # 800
Nashville TN 37219-1743

STATE OF WISCONSIN, COUNTY OF BROWN

The Tennessean, a newspaper published in the city of Nashville, Davidson County, State of Tennessee, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue dated and was published on the publicly accessible website:

07/15/2024

and that the fees charged are legal.
Sworn to and subscribed before on 07/15/2024

Keegan Moran
Legal Clerk

Notary, State of WI, County of Brown

8.25.26
My commission expires

Publication Cost:	$1000.42	
Tax Amount:	$0.00	
Payment Cost:	$1000.42	
Order No:	10375998	# of Copies:
Customer No:	1331204	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

MARIAH VERHAGEN
Notary Public
State of Wisconsin

NOTIFICATION OF INTENT TO APPLY FOR A CERTIFICATE OF NEED

This is to provide official notice to the Health Facilities Commission and all interested parties, in accordance with T.C.A. §68-11-1601 et seq., and the Rules of the Health Facilities Commission, that Sumner Regional Medical Center, a hospital, owned by Sumner Regional Medical Center, LLC, with an ownership type of Limited Liability Company and to be managed by itself, intends to file an application for a Certificate of Need for establishment of a freestanding emergency department operated by Sumner Regional Medical Center. The address of the project will be an unaddressed site at the intersection of North Sage Road and Maiden Road, north of Maiden Road and west of North Sage Road, White House, Robertson County, Tennessee 37188. The estimated project cost will be $20,630,528. The anticipated date of filing the application is 08/01/2024.

The contact person for this project is Consultant John Wellborn who may be reached at Development Support Group, 4505 Harding Pike Suite 53-E, Nashville, Tennessee 37205—Contact No. 615-665-2022.

Upon written request by interested parties, a local Fact-Finding public hearing shall be conducted. Written requests for a hearing should be sent to:
Health Facilities Commission
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, TN 37243

The published Letter of Intent must contain the following statement pursuant to T.C.A. Section 68-11-1607 (c)(1). (A) Any healthcare institution wishing to oppose a Certificate of Need application must file a written notice with the Health Facilities Commission no later than fifteen (15) days before the regularly scheduled Health Facilities Commission meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application may file a written objection with the Health Facilities Commission at or prior to the consideration of the application by the Commission, or may appear in person to express opposition. Written notice of opposition may be sent to: Health Facilities Commission, Andrew Jackson Building, 9th Floor, 502 Deaderick Street, Nashville, TN 37243 or email at hsda.staff@tn.gov .

TN-39845728

Attachment 7A

Legal Entity Existence Documents

Tennessee
Secretary of State
Tre Hargett

Business Services Online > Find and Update a Business Record

Business Information Search

As of July 27, 2024 we have processed all corporate filings received in our office through July 25, 2024 and all annual reports received in our office through July 26, 2024.

Click on the underlined control number of the entity in the search results list to proceed to the detail page. From the detail page you can verify the entity displayed is correct (review addresses and business details) and select from the available entity actions - file an annual report, obtain a certificate of existence, file an amendment, etc.

Search: 1-1 of 1

Search Name: Sumner Regional Medical Center LLC • **Starts With** **Contains**

Control #:

Active Entities Only:

Search

Control #	Entity Type	Name	Name Type	Name Status	Entity Filing Date	Entity Status
000632152	LLC	Sumner Regional Medical Center, LLC *DELAWARE*	Entity	Active	05/25/2010	Active

1-1 of 1

Information about individual business entities can be queried, viewed and printed using this search tool for free.

If you want to get an electronic file of all business entities in the database, the full database can be downloaded for a fee by Clicking Here.

Click Here for information on the Business Services Online Search logic.

Attachment 9A

Site Control (Legal Interest in Site)

ASSIGNMENT OF REAL ESTATE PURCHASE AND SALE AGREEMENT

This ASSIGNMENT OF REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered this 17th day of July, 2024, by and between **FORTUNA DEVELOPMENT, LLC**, a Tennessee limited liability company ("Assignor") and **SUMNER REGIONAL MEDICAL CENTER, LLC**, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor, as buyer, and Astepahead LLP, a Tennessee limited liability partnership ("Seller"), are parties to that certain Real Estate Purchase and Sale Agreement, dated as of June 13, 2024 (the "Contract"), whereby Assignor has agreed to purchase from Seller certain real property containing approximately 7.76 acres in Robertson County, Tennessee located on Maiden Lane, White House, Tennessee and referred to as APN 106-087.00 (the "Property");

WHEREAS, Assignor wishes to assign, convey and transfer to Assignee all of Assignor's rights and interests in the Contract, including, without limitation, Assignor's right to purchase the Property in accordance with the terms and conditions contained in the Contract, and Assignee wishes to accept and obtain all such rights and interests.

THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee hereby mutually agree as follows:

1. Assignment. Assignor hereby assigns, conveys, transfers and delivers to Assignee all of Assignor's right, title and interest in, under and to the Contract, subject to the terms and provisions hereof. Assignor hereby affirms its continuing liability to Seller for Assignor's obligations as buyer under the Contract.

2. Assumption. Assignee hereby accepts the assignment of Assignor's right, title and interest in, under and to the Contract and hereby assumes, undertakes and agrees to perform and discharge all of Assignor's duties and obligations under the Contract with respect to the Property, including, without limitation, purchasing the Property upon the terms, and subject to the satisfaction of the conditions contained in the Contract, subject to the terms and conditions of this Assignment.

3. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Tennessee without reference to conflict of laws of principles.

4. Counterparts. This Assignment may be executed in several counterparts and all such executed counterparts shall constitute one agreement, which shall be binding on Assignor and Assignee notwithstanding that both parties are not signatories to the same counterpart or counterparts.

5. Further Assurances. Assignor and Assignee hereby agree to execute, acknowledge and deliver such other statements, certificates, affidavits, instruments, and other documents as may be reasonably requested by the other party in order to confirm, perfect, evidence or otherwise effectuate the assignment and assumption affected hereby.

[signatures on following page]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first written above.

ASSIGNOR:

FORTUNA DEVELOPMENT, LLC, a Tennessee limited liability company

DocuSigned by:
By: _____
Name: Allen Bolden
Title: Partner

ASSIGNEE:

SUMNER REGIONAL MEDICAL CENTER, LLC, a Delaware limited liability company

DocuSigned by:
By: _____
Name: William Haugh
Title: President, Central Division

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made effective as of the Agreement Date (as defined in Section 17 herein) by and between **ASTEPAHEAD LLP**, a Tennessee limited liability partnership ("**Seller**"), and **FORTUNA DEVELOPMENT, LLC**, a Tennessee limited liability company and its successors or assigns ("**Buyer**").

WITNESSETH

WHEREAS, Seller does hereby agree to sell to Buyer and Buyer does hereby agree to purchase from Seller that certain parcel of land, containing approximately 7.76 acres in Robertson County, Tennessee located on Maiden Lane, White House, Tennessee and referred to as APN 106-087.00 and more particularly depicted on **Exhibit A** attached hereto (collectively, the "**Land**"), together with all improvements thereon and rights and appurtenances pertaining thereto, including any right, title and interest of Seller in and to adjacent streets, alleys or rightsofway (the Land and the improvements are collectively referred to herein as the "**Property**") pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties, Seller and Buyer agree as follows:

AGREEMENT

1. **Purchase Price and Earnest Money**. The purchase price for the Property shall be TWO MILLION EIGHT HUNDRED EIGHTY SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($2,887,500.00) (the "**Purchase Price**") and shall be paid at the closing of the sale of the Property and delivery of Seller's deed (the "**Closing**"). Within ten (10) business days after the full execution and delivery of this Agreement by Seller and Buyer, Buyer shall pay (by Buyer's check or wire transfer) the sum of FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) (the "**Earnest Money**") to First American Title Insurance Company, Nashville Commercial Services Unit, 511 Union Street, Suite 1600, Nashville, Tennessee 37219, attention: Susan Felts (the "**Escrow Agent**" or the "**Title Company**"), to be held in escrow by Escrow Agent in accordance with the terms of this Agreement.

2. **Seller's Deed**. Upon payment of the Purchase Price, Seller shall execute and deliver to Buyer its recordable and transferable special warranty deed (the "**Deed**"), conveying to Buyer or its assignee good and record title to the Property, subject to all liens, encumbrances, covenants, restrictions, easements, rights of way, claims, rights and other matters whatsoever, except the matters which Seller agrees in writing (or is otherwise required) to remove or cure pursuant to Section 7 or Section 8 (the "**Permitted Exceptions**").

3. **Seller's Covenants, Representations and Warranties**. Seller hereby represents and warrants to Buyer that, as of the Agreement Date and as of the Closing Date (as defined in Section 10 herein) with respect to the Property:

(a) Seller has received no notice of any condemnation proceedings or proceedings for change of grade of any street affecting the Property or improvement of any street or sidewalk abutting the Property which are currently pending or, to Seller's knowledge, threatened.

(b) There are no leases affecting all or any part of the Property and, other than matters of title, including the Permitted Exceptions, no written promises, understandings, agreements or commitments between Seller and any person or entity concerning the sale, conveyance, lease, use or occupancy of any interest in the Property or any part thereof that will be binding on Buyer or the Property after the Closing Date. From the Agreement Date through the Closing Date or earlier termination of this Agreement, Seller shall neither make nor enter into any lease affecting all or any part of the Property or

any written promise, understanding, agreement or commitment concerning the sale, conveyance, lease, use or occupancy of any interest in the Property or any part thereof, in any case without the prior written consent of Buyer, which consent may be withheld in Buyer's sole and absolute discretion.

(c) Seller has received no notice of any threatened, actions, suits or proceedings against or affecting the Property or any portion thereof, or relating to or arising out of the ownership, operation, management, use or maintenance of the Property.

(d) At the Closing, Seller shall deliver to Buyer a satisfactory written certificate complying under the Foreign Investment in Real Property Act and the regulations thereunder ("**FIRPTA**"), certifying that Seller is neither a foreign person nor subject to withholding under FIRPTA, and containing Seller's tax identification or social security number and address.

(e) There are no attachments, executions, assignments for the benefit of creditors, or proceedings in bankruptcy or under any other debtor relief laws pending or, to Seller's knowledge, contemplated or threatened against Seller or the Property.

(f) To Seller's actual knowledge, without investigation, there are no "Hazardous Substances" (as hereinafter defined) on, in or under the Property or any part thereof in violation of applicable laws. For the purposes of this provision "**Hazardous Substance**" means and includes: (i) any hazardous, toxic or dangerous waste, substance or material defined as such in (or for the purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, as amended, and any socalled superfund or superlien law, or any other federal, state or local statute, law, ordinance, code, rule or regulation, order or decree to the extent applicable to the Property, regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, (ii) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any federal, state or local governmental authority having jurisdiction over the Property pursuant to any environmental, health and safety or similar law, code, ordinance, rule or regulation, order or decree in effect on the Agreement Date, (iii) asbestos and polychlorinated biphenyls, and (iv) petroleum in any form.

(g) During the term of this Agreement, Seller has duly and validly authorized and executed this Agreement, and has full right, title, power and authority to enter into this Agreement and to consummate the transactions provided for herein, and the joinder of no person or entity will be necessary to convey the Property fully and completely to Buyer at Closing. The execution by Seller of this Agreement and the consummation by Seller of the transactions contemplated herein do not, and at the Closing will not, result in a breach of any of the terms or provisions of, or constitute a default or a condition which upon notice or lapse of time or both would ripen into a default under any indenture, agreement, instrument or obligation to which Seller is a party or by which the Property or any portion thereof is bound; and do not, and at the Closing will not, constitute a violation of any laws, order, rule or regulation applicable to Seller or any portion of the Property of any court or of any federal, state or municipal regulatory body or administrative agency or other governmental body having jurisdiction over Seller or any portion of the Property.

(h) Seller shall not re-zone or attempt to re-zone the Property or submit any application for zoning changes or other land use applications affecting the Property and/or propose or agree to any zoning proffers affecting the Property without Buyer's prior written consent in any case.

(i) Seller hereby represents and warrants to Buyer and any and all "Affiliates" (as hereinafter defined) of Buyer, whether now existing or hereafter formed or organized (all of which shall herein be referred to jointly, severally, and collectively as "**Recipient**") that Seller is not a "Referral Source" (as hereinafter defined) and that no ownership or beneficial interest in Seller is owned or held by any Referral Source. For the purpose of this certification, "**Referral Source**" shall mean any of the following:

(i) a physician, an immediate family member or member of a physician's immediate family, an entity owned in whole or in part by a physician or by an immediate family member or member of a physician's immediate family;

(ii) any other "Person" (as hereinafter defined) who (a) makes, who is in a position to make, or who could influence the making of referrals of patients to any health care facility; (b) has a provider number issued by Medicare, Medicaid or any other government health care program; or (c) provides services to patients who have conditions that might need to be referred for clinical or medical care, and participates in any way in directing, recommending, arranging for or steering patients to any health care provider or facility; or

(iii) any Person or entity that is an "Affiliate" (as hereinafter defined) of any Person or other entity described in clause (i) or (ii) above.

"**Immediate family member or member of a physician's immediate family**" means husband or wife; birth or adoptive parent, child, or sibling; stepparent, stepchild, stepbrother, or stepsister; father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law; grandparent or grandchild; and spouse of a grandparent or grandchild.

"**Affiliate**" means as to the Person in question, any Person that directly or indirectly controls or is controlled by or is under common control with such Person in question. For purposes of this definition, "**control**" (including the correlative meanings of the terms "**controlled by**" and "**under common control with**"), as used herein, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, through the ownership of voting securities, partnership interests or other equity interests.

"**Person**" means any one or more natural persons, corporations, partnerships, limited liability companies, firms, trusts, trustees, governments, governmental authorities or other entities.

Seller acknowledges and agrees that the representations and warranties set forth in this Section 3(i) are and shall be relied upon by Recipient in connection with any and all transactions involving Seller.

(j) Neither Seller nor any Person with an ownership or beneficial interest in Seller or any Affiliate of Seller: (A) is currently excluded, debarred or otherwise declared ineligible to participate in Medicare or any federal health care program under section 1128 and 1128A of the Social Security Act or as defined in 42 U.S.C. § 1320a-7b(f) (the "**Federal Health Care Programs**"); (B) has been convicted of a criminal offense related to the provision of healthcare items or services but has not yet been excluded, debarred, or otherwise declared ineligible to participate in any Federal Health Care Program; or (C) is under investigation or otherwise aware of any circumstances which may result in Seller or any Affiliate of Seller being excluded from participation in any Federal Health Care Program.

(k) Seller is the sole owner of the Property.

All representations and warranties made by Seller in this Agreement are true and correct in all material respects (other than those made in Section 3(i) above, which are true and correct in every respect) on the Agreement Date and shall be true and correct in all material respects (other than those made in Section 3(i) above, which shall be true and correct in every respect) on the Closing Date. Should Seller learn of any event or fact which causes any of the foregoing to be incorrect, Seller shall provide written notice of same to Buyer. At the Closing, Seller shall deliver to Buyer a certificate executed on behalf of Seller reasonably acceptable to Buyer and Seller certifying that such representations and warranties are true and correct on and as of the Closing Date. Except as otherwise may be provided herein, none of the Seller's representations and warranties in this Section 3 or in this Agreement shall survive the Closing and shall be deemed merged into Seller's Deed.

4. **Buyer's Covenants, Representations and Warranties.** Buyer hereby represents and warrants to Seller that, as of the Agreement Date and as of the Closing Date:

(a) There are no attachments, executions, assignments for the benefit of creditors, or proceedings in bankruptcy or under any other debtor relief laws pending or, to Buyer's knowledge, contemplated or threatened against Buyer.

(b) Buyer has duly and validly authorized and executed this Agreement, and has full right, title, power and authority to enter into this Agreement and to consummate the transactions provided for herein, and the joinder of no person or entity will be necessary for Buyer to consummate the transactions provided for herein at Closing. The execution by Buyer of this Agreement and the consummation by Buyer of the transactions contemplated herein do not, and at the Closing will not, result in a breach of any of the terms or provisions of, or constitute a default or a condition which upon notice or lapse of time or both would ripen into a default under any indenture, agreement, instrument or obligation to which Buyer is a party or is bound; and do not, and at the Closing will not, constitute a violation of any laws, order, rule or regulation applicable to Buyer of any court or of any federal, state or municipal regulatory body or administrative agency or other governmental body having jurisdiction over Buyer.

(c) Buyer has the financial creditworthiness and capacity to pay the Purchase Price at Closing.

All representations and warranties made by Buyer in this Agreement are true and correct in all material respects on the Agreement Date and shall be true and correct in all material respects on the Closing Date, provided that Buyer shall have the right to update the representations and warranties with matters that occur between the Agreement Date and the Closing Date. At the Closing, Buyer shall deliver to Seller a certificate executed on behalf of Buyer reasonably acceptable to Buyer and Seller certifying that such representations and warranties are true and correct on and as of the Closing Date. Except as otherwise may be provided herein, none of Buyer's representations and warranties shall survive the Closing and shall be deemed merged into Seller's Deed.

5. **Inspection Period and Entitlements Period.**

(a) Inspection Period. Commencing on the Agreement Date and continuing for a period of ninety (90) days thereafter (the "**Inspection Period**"), Seller shall afford Buyer and its representatives a continuing right to inspect the Property and to enter upon the Property, upon 24 hours' prior notice, and conduct whatever inspection is necessary for the Buyer to determine whether or not the Property is suitable for Buyer's intended uses, including, without limitation, as a health care facility which will provide certain medical services to the community surrounding the Property (such intended uses, the "**Intended Uses**"), and if it is economically feasible to develop the Property for such purposes. Seller shall have the right to have its representative present for any such entry and inspections by Buyer. Prior to entry on the Property by Buyer, Buyer shall provide Seller with at least two (2) days prior notice and an insurance certificate naming Seller as an additional insured and evidencing insurance policies of Workers' Compensation as required by statute and Commercial General Liability with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate. Notwithstanding the foregoing, except for geotechnical soil borings and testing, Buyer shall not perform any intrusive testing of the Land without the prior written approval of Seller (which approval shall not be unreasonably denied, delayed or withheld). Buyer shall indemnify and hold Seller harmless from and against any loss, claim or liability, including, without limitation, reasonable attorneys' fees, arising out of or in connection with or related to any entry upon the Property by Buyer, or any agents, contractors, or employees of Buyer, including without limitation personal injury or death and any physical damage to the Property, except to the extent due to the discovery of a preexisting condition on the Property or the negligence or willful misconduct of Seller, which indemnification shall survive the termination of this Agreement or the Closing Date. If for any reason, in Buyer's sole and absolute discretion, Buyer is not satisfied with the Property in any respect, or Buyer determines in its sole and absolute discretion that (A) the Property is not suitable for Buyer's

Intended Uses, (B) it is not economically or financially feasible to develop and use and operate the Property for Buyer's Intended Uses, or (C) for any other reason the Property will not fully satisfy Buyer's needs, then Buyer may terminate this Agreement by delivering written notice to Seller at any time on or before the expiration of the Inspection Period, whereupon, the Escrow Agent shall pay (a) Five Hundred and No/100 Dollars ($500.00) (the "**Independent Consideration**") out of the Earnest Money to Seller (as consideration for Seller's execution of this Agreement) and (b) the Earnest Money (less the Independent Consideration) to Buyer. Buyer shall restore the Property, as nearly as reasonably possible, to its condition prior to Buyer's tests and inspections if changed due to such tests and inspections. The obligation of the preceding sentence shall survive the termination of this Agreement. If Buyer closes on the purchase of the Property pursuant to this Agreement, the Earnest Money shall be applied toward the Purchase Price. If not terminated as provided in this Section 5, then Buyer shall be deemed to have waived its right to terminate pursuant to this Section 5(a). In the event Buyer does not terminate this Agreement prior to the expiration of the Inspection Period, one-half of the Earnest Money shall be non-refundable to Buyer if this transaction fails to close for any reason other than an default by Seller.

(b) Entitlements Period and Entitlements Period Extensions. Beginning on the Agreement and continuing through and including the date that is sixty (60) days after the expiration of the Inspection Period (the "**Entitlements Period**"), Buyer may pursue and seek to obtain any and all rezoning approvals, land use approvals, licenses, permits, certificates of need and any other governmental or quasi-governmental approval necessary for Buyer's development and use of the Property for Buyer's Intended Uses as reasonably determined by Buyer (collectively, the "**Required Entitlements**"). Buyer shall have the right, at its option, to extend the Entitlements Period for up to two (2) additional thirty (30) day periods (each, an "**Entitlements Period Extension**"), which extension may be exercised by Buyer (i) delivering written notice to Seller of Buyer's election to extend the Entitlements Period for a 30-day period and (ii) depositing with the Escrow Agent an additional deposit of Twenty Thousand and No/100 Dollars ($20,000.00) for each Entitlements Period Extension exercised by Buyer (each such deposit, an "**Entitlements Period Extension Fee**"). The Entitlements Period Extension Fees, to the extent deposited by Buyer, shall be fully refundable to Buyer. Further, if Buyer closes on the purchase of the Property pursuant to this Agreement, the Entitlements Period Extension Fees, to the extent deposited by Buyer, shall be applied to the Purchase Price at Closing. If Buyer fails to give the notice or make the payment of the Entitlements Period Extension Fee as provided in this Section 5(b), then Buyer shall be deemed to have waived its right to extend pursuant to this Section 5(b). If, during the Entitlements Period (as may be extended pursuant to this Section 5(b)), Buyer is unable to obtain any of the Required Approvals on a final and non-appealable basis, then Buyer may terminate this Agreement by delivering written notice to Seller at any time on or before the expiration of the Entitlements Period (as may be extended pursuant to this Section 5(b)), whereupon, the Escrow Agent shall refund one-half of the Earnest Money and all of any Entitlements Period Extension Fees to Buyer and the Escrow Agent shall pay one-half of the Earnest Money to Seller.

(c) As-Is Sale. Effective from and after the Closing Date, Buyer represents, warrants, and covenants to Seller that Buyer has independently and personally inspected the Property; that Buyer has entered into this Agreement based upon such personal examination and inspection; and that Buyer has independently reviewed, examined, evaluated, and verified to its satisfaction, with the assistance of such experts as Buyer deemed appropriate, all information that it considers material to its purchase of the Property. Except as may be otherwise specifically provided in this Agreement and/or any conveyance or other document delivered by Seller at Closing, the Property shall be sold, and Buyer shall accept possession of the Property, on the Closing Date "AS IS, WHERE IS, WITH ALL FAULTS," with no right of setoff or reduction in the Purchase Price, and Seller has no obligations to make repairs, replacements, or improvements or to compensate Buyer for same. Buyer acknowledges and agrees that, except as may be specifically provided in this Agreement and/or any conveyance or other document delivered by Seller at or in connection with Closing, no person acting on behalf of Seller is authorized to make, and Seller has not made, does not make, and specifically negates and disclaims, any representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or

with respect to: (a) the value of the Property; (b) the income to be derived from the Property; (c) the suitability of the Property for any and all activities and uses which Buyer may conduct thereon; (d) the habitability, merchantability, marketability, profitability, or fitness for a particular purpose of the Property; (e) the manner, quality, state of repair, or lack of repair of the Property; (f) the size or dimensions of the Property; (g) the nature, quality, or condition of the Property, including, without limitation, the water, water rights, air, soil, sub-soil, and geology; (h) the compliance of or by the Property or its operation with any laws, rules, ordinances, or regulations of any applicable governmental authority or body with respect to the use, improvement, or sale of the Property; (i) parking ordinances, regulations, and requirements; (j) access to public roads, proposed routes of roads, or extensions thereof; (k) the manner, condition, or quality of the construction or materials, if any, incorporated into the Property; (l) compliance with any environmental protection, pollution, or land use laws, rules, regulation, orders, or requirements, including without limitation: (i) The Endangered Species Act, (ii) Title III of the Americans with Disabilities Act of 1990, as amended, and any other law, rule, or regulation governing access by disabled persons, (iii) Federal Water Pollution Control Act, (iv) Federal Resource Conservation and Recovery Act, (v) U.S. Environmental Protection Agency Regulations Act, 40 C.F.R., Part 261, (vi) Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, (vii) Resources Conservation and Recovery Act of 1976, (viii) Clean Water Act, (ix) Safe Drinking Water Act, (x) Hazardous Materials Transportation Act, (xi) Toxic Substance Control Act, and (xii) regulations promulgated under any of the foregoing statutes; (m) the presence or absence of hazardous materials at, on, under, or adjacent to the Property; (n) the content, completeness, or accuracy of the due diligence materials, including any informational package or other materials prepared by Seller; (o) the conformity of the improvements, if any, to any plans or specifications for the Property; (p) the sufficiency of parking; (q) the sufficiency or deficiency of any undershoring; (r) the sufficiency or deficiency of any drainage; (s) the proximity of any river or body of water; or (t) any other matter concerning the physical condition or physical qualities of the Property. Buyer further acknowledges and agrees that any information made available to Buyer or provided or to be provided by or on behalf of Seller with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information. Buyer and Seller agree that there are no oral representations from either party.

6. **Seller's PostExecution Deliverables**. Not later than ten (10) business days after the Agreement Date, Seller shall deliver to Buyer for examination any and all of the following documents or materials relating to the Property in Seller's possession, if any (the "**Deliverables**"): (a) all management agreements, service contracts, third party reimbursement agreements, brokerage or lease commission agreements, all leases, subleases and other agreements that grant a possessory interest in and to any space in improvements or that relate to the use of the Property, and (b) any and all environmental reports, geotechnical reports, topographic studies, ingress and egress studies, architectural and/or deed restrictions, all civil engineering data, title policies and commitments, and surveys. All Deliverables supplied by Seller to Buyer with respect to the Property shall be for informational purposes only, and Seller makes no representations or warranties as to the truth, accuracy, or completeness of any of the matters contained therein. Buyer hereby releases Seller from any and all claims for loss or damage arising out of the truth, accuracy or completeness of any of the Deliverables delivered by Seller to Buyer. The foregoing release shall survive the termination or expiration of this Agreement.

7. **Title Insurance**. Buyer shall obtain at Buyer's expense a commitment for an owner's policy of title insurance ("**Title Commitment**") from the Title Company within thirty (30) days after the Agreement Date and shall provide a copy of the Title Commitment to Seller upon receipt. If the Title Commitment shows that Seller does not have good, record and marketable indefeasible, fee simple title to the Property, or that there are any defects, liens or encumbrances or any other matters which are not acceptable to Buyer, Buyer may notify Seller on or before the date that is the seventy-fifth (75th) day of the Inspection Period (the "**Title Objections Deadline**"). Any title exceptions appearing on the Title Commitment to which Buyer does not object timely in Buyer's title objections notice shall be deemed accepted and a part of the Permitted Exceptions (as defined in Section 2 herein). By not later than ten

(10) days after receipt of notice of such title objections ("**Notice Period**"), Seller may, but shall not be obligated to, agree to take and complete, prior to the Closing Date, all actions as are necessary to (A) render the title to the Property marketable and in accordance with the foregoing requirements and/or (B) remove any such defects, liens and encumbrances, except any "Monetary Liens" (as hereinafter defined), which Seller shall pay at Closing and provide Buyer reasonably satisfactory evidence of payment and release. If Seller declines or otherwise fails within the Notice Period to agree to (a) eliminate any such defects, liens and encumbrances, or (b) obtain an endorsement deleting such matters as exceptions in the Title Commitment and final title policy issued at Closing or otherwise cause the Title Company to insure over such matters, then Buyer shall have the option, exercised within ten (10) days after the later of (x) the expiration of the Notice Period or (y) the date Buyer obtains actual knowledge that Seller has declined to or otherwise failed to comply with any such agreement to cure any such matters in accordance with the immediately preceding sentence, (i) to accept the status of the title subject to such defects, liens or encumbrances and other matters and proceed with this Agreement, in which event all such matters shall be deemed Permitted Exceptions, or (ii) to give Seller written notice of termination, in which event this Agreement shall terminate and Buyer and Seller shall be released of all liabilities and obligations under this Agreement. Failure by Buyer to timely provide such notice shall be deemed to be an election under the foregoing clause (i). If this Agreement is terminated in accordance with this Section 7 during the Inspection Period, then Escrow Agent shall refund the Earnest Money to Buyer, and Buyer and Seller shall be released of all liability hereunder, except the indemnity obligations of the parties under this Agreement, which shall survive such termination. If this Agreement is terminated in accordance with this Section 7 after the Inspection Period, but prior to the expiration of the Entitlements Period, then Escrow Agent shall (a) refund one-half of the Earnest Money to Buyer, (b) pay one-half of the Earnest Money to Seller, and (c) refund to Buyer, to the extent deposited by Buyer, any Entitlements Period Extension Fees.

Notwithstanding the foregoing, if the basis of Buyer's objection to Seller's title are any mortgages, judgments, debts, security interests, liens, tax or assessment liens or obligations created by, through or under Seller which by their terms or nature are to be released by the payment of money (other than those which are Permitted Exceptions or are created or incurred as a consequence of the acts or omissions of Buyer) (which matters are collectively hereinafter referred to as "**Monetary Liens**"), the provisions of this Section 7 shall not apply and Seller shall obtain and deliver at the Closing all instruments as may be necessary to secure full discharge of all Monetary Liens and to release them of record (or payoff statement for payments to be made by Title Company or Escrow Agent), and shall cause the Title Company to issue the policy referred to in the Title Commitment without exception for any such Monetary Liens. Seller shall also pay its attorney's fees, costs and expenses incurred in connection with obtaining the discharge and release of such Monetary Liens and the recording of instruments of release, such as certificates of satisfaction. If Seller so desires and in accordance with local practice, all or a part of the net proceeds payable to Seller at the Closing may be applied to payment of such Monetary Liens at the Closing.

If, after the condition of title to the Property has been approved by Buyer as provided by this Section 7, the Property becomes encumbered or subject to any matter other than those shown on the original Title Commitment or a Monetary Lien as described in the preceding paragraph not caused by or approved by Buyer, and if Buyer objects to such encumbrance or matter, then Seller may, but shall not be obligated to, cure any such objections of Buyer, at Seller's expense, within thirty (30) days after receiving notice of such objections. If any objection described in this paragraph is not satisfied by Seller at or prior to Closing, Buyer shall have the right to either (i) terminate this Agreement, in which case the entire amount of the Earnest Money and, to the extent deposited by Buyer, the Entitlements Period Extension Fees shall be refunded to Buyer; or (ii) elect to purchase the Property notwithstanding Seller's failure to cure such objection, in which case this Agreement shall continue in full force and effect and all such objections shall be deemed Permitted Exceptions.

At Closing, Seller shall deliver to the Title Company a standard and customary owner's and seller's affidavit and indemnity (with gap indemnity) in a form reasonably acceptable to Seller and the

Title Company, to remove the "pre-printed exceptions for mechanics liens and parties in possession" from the owner's title insurance policy to be issued to Buyer.

At Closing, Seller shall execute, acknowledge and deliver to Buyer a written certificate executed by Seller certifying that Seller is not a person or entity listed on Appendix A to Title 31, Chapter V of the Code of Federal Regulations (the "**Suspected Terrorist List**"). Seller understands that Executive Order 13224 and the regulations promulgated pursuant thereto provide that any transfer of property or interest in property with a person or entity listed on the Suspected Terrorist List (such person or entity being hereinafter referred to as a "**Blocked Person**") is "null and void" and the party entering such transaction with a Blocked Person could be subject to monetary penalties or imprisonment in accordance with 31 CFR § 594.701.

8. **Survey.** Within sixty (60) days after the Agreement Date, Buyer shall, at its sole cost and expense, obtain and deliver to Seller, a survey of the Property which shall delineate and monument the exact boundary lines of the Property. The survey shall set forth the exact square footage of the Property and a metes and bounds description of the Property prepared by a Tennessee registered surveyor. To the extent that the legal description of the Land as shown on the final survey is different from the legal description in Seller's vesting deed, then, at Closing, the legal description in Seller's vesting deed will be the legal description of the Land used in Seller's Deed and Seller shall also deliver a quit claim deed to Buyer at Closing which uses the legal description of the Land as set forth in the final survey. Buyer shall notify Seller of any objections to survey matters on or before the Title Objections Deadline, and the provisions of Section 7 with respect to objections to title matters shall apply to any such objections to survey matters.

9. **Buyer's Conditions to Closing.** Buyer's obligation to purchase the Property pursuant to the terms and conditions of this Agreement is subject to the following conditions (each, a "**Buyer's Condition**"):

(a) Representations and Warranties. Each of Seller's representations and warranties shall be true and correct in all material respects as of the Closing Date as the same may be updated in accordance with the terms and conditions of Section 3 above (other than those made in Section 3(i) above, which shall be true and correct in every respect without update as of the Closing Date).

(b) Compliance. Seller shall have materially complied with all of its obligations pursuant to this Agreement.

Each Buyer's Condition set forth in this Section 9 is intended solely for the benefit of Buyer. If any Buyer's Condition is not satisfied on or before the Closing Date, Buyer shall have the right, at its sole election, either to: (i) waive the Buyer's Condition in question, either in whole or in part, and proceed with the purchase; or (ii) terminate this Agreement by giving Seller and the Escrow Agent written notice of such election, in which event the Escrow Agent shall return the full amount of the Earnest Money and any Entitlements Period Extension Fees to Buyer. Notwithstanding the foregoing, if the non-satisfaction of any Buyer's Condition is the result of or constitutes a breach or default by Seller of this Agreement, Buyer may exercise the remedies set forth in Section 15(b).

10. **Closing Date.** If this Agreement has not been terminated in accordance with the provisions herein, then delivery of the Deed and all other closing documents to be delivered by Seller to Buyer and payment of the balance of the Purchase Price in accordance with the provisions of Section 1 hereof (such events, the "**Closing**") shall be made on a business day designated by Buyer that is not later than thirty (30) days after the expiration date of the Entitlements Period (as may be extended) (such date, the "**Closing Date**") or earlier by the agreement of the parties. The parties shall close the purchase of the Property in escrow at the Title Company's office in Nashville, Tennessee.

At Closing, Seller shall be responsible to pay (a) Seller's attorney's fees, (b) any funds necessary to remove any Monetary Liens from the Property, (c) costs and charges for preparing and recording any documents necessary to remove any title objections or encumbrances that Seller has agreed (or is required) to remove under Section 7 of this Agreement, (d) any roll back taxes assessed on the Property following the Closing, (e) the Tennessee transfer tax in relation to Seller's Deed, and (f) one-half of any escrow fees or charges charged by the Title Company.

At Closing, Buyer shall pay for (a) the costs of the title search, title commitment, and all title insurance policies, (b) the cost of the survey Buyer obtains, (c) Buyer's attorneys' fees, (d) any recording fees on Seller's Deed (exclusive of the Tennessee transfer tax), and (e) one-half of any escrow fees or charges charged by the Title Company. At Closing, Buyer shall deliver copies of its organizational documents and/or resolutions as are necessary, or reasonably required by the Title Company, to evidence the status and capacity of Buyer and the authority of the person or persons who are executing the various documents on behalf of Buyer in connection with the purchase and sale transaction contemplated hereby.

11. **Possession**. Exclusive possession of the Property shall be given to Buyer on the Closing Date.

12. **Real Estate Taxes**. The real property taxes and assessments on the Property for the calendar year of the Closing shall be prorated (based on a 365-day year) as of the Closing Date in accordance with the custom of Robertson County, Tennessee. If the taxes to be prorated cannot be determined, an adjustment for prorated real estate taxes will be made by agreement of the parties based on the principle of proration stated in the preceding sentence. Any tax assessed for any period of time before the Closing Date shall be paid by Seller, and any tax assessed for any period of time on or after the Closing Date shall be paid by Buyer.

13. **Access to Property and Seller's Cooperation.** (a) At all times prior to Closing, Buyer shall have the right to enter upon the Property subject in all events to the terms of Section 5 hereof.

(b) Prior to the Closing of the sale of the Property to Buyer, Seller agrees to cooperate with and assist Buyer, at no outofpocket cost to Seller, in connection with Buyer's efforts: (i) to purchase the Property; and (ii) to obtain governmental permits and approvals necessary for use of the Property for Buyer's Intended Uses and to obtain the Required Entitlements. Seller agrees to execute all documents or applications reasonably requested by Buyer in connection with Buyer's attempts to obtain the Required Entitlements. Seller agrees not to oppose any applications of Buyer for any of the Required Entitlements. In no event will any documents be recorded by Buyer in the land records of Robertson County, Tennessee with respect to such approvals until on or after Closing.

14. **Notices**. Any notice or other writing required or permitted to be given to a party under this Agreement shall be given in writing and shall be (i) delivered by hand, (ii) delivered through the United States mail, postage prepaid, certified, return receipt requested, or (iii) delivered through or by UPS, FedEx, Express Mail, Airborne, Emery, Purolator or other receipted expedient mail or package service, addressed to the parties at the addresses set forth below. Any notice or demand that may be given hereunder shall be deemed complete and given: (a) upon depositing any such notice or demand in the United States mail with proper postage affixed thereof, certified, return receipt requested; (b) upon depositing any such notice or demand with UPS, FedEx, Express Mail, Airborne, Emery, Purolator, or other receipted expedient mail or package delivery; or (c) upon hand delivery (whether accepted or refused) to the appropriate address as herein provided. Any party hereto may change said address by notice in writing to the other parties in the manner herein provided. Notices may be sent on behalf of any party by such party's counsel. Copies of notices are delivered as an accommodation only and failure to send or receive such copies shall not affect the validity of the notice to a party. The appropriate address for notice hereunder shall be the following:

Seller: Astepahead LLP
Attn: Ronald J. Tate

418 Industrial Drive
P.O.Box 42
White House, TN 37188

with a copy to: Valerie Webb, Esq.
Valerie Webb & Associates, PLLC
3037 Highway 31 W
White House, TN 37188

Buyer: Fortuna Development, LLC
c/o Holland & Knight LLP
511 Union Street, Suite 2700
Nashville, Tennessee 37219

with a copy to: Jeffrey A. Calk, Esq.
Holland & Knight LLP
511 Union Street, Suite 2700
Nashville, Tennessee 37219

15. **Remedies.**

(a) If this Agreement has not been terminated in accordance with any of its provisions at or prior to Closing and Buyer materially breaches the terms of this Agreement, including any failure to close the purchase and pay the balance of the Purchase Price at Closing for any reason other than Seller's material breach of this Agreement, then the Earnest Money and, to the extent deposited by Buyer, the Entitlements Period Extension Fees shall be paid to Seller, and the Earnest Money and, to the extent deposited by Buyer, the Entitlements Period Extension Fees shall be Seller's full liquidated damages, the parties hereby agreeing that such sum constitutes the parties' reasonable estimate of the damages which Seller would sustain on account of such default by Buyer and that Seller's actual damages in such circumstances would be difficult, if not impossible, to determine, and therefore, the parties hereby fix such amount as liquidated damages. Seller expressly acknowledges and agrees that the payment of the Earnest Money and, to the extent deposited by Buyer, the Entitlements Period Extension Fees to Seller as provided herein shall be Seller's sole and exclusive remedy in the event of Buyer's failure to perform its obligations hereunder. Notwithstanding the foregoing, this Section 15(a) does not apply to the breach or enforcement of Buyer's indemnity and obligations under Section 5 and Buyer's indemnity under Section 16.

(b) In the event Seller breaches its obligations under this Agreement, Buyer may, at Buyer's sole option, and as its sole and exclusive remedies, either: (i) terminate this Agreement by written notice delivered to Seller and Escrow Agent shall refund to Buyer the Earnest Money and, to the extent deposited by Buyer, the Entitlements Period Extension Fees, and Seller shall reimburse Buyer for any thirdparty due diligence costs and/or attorneys' fees incurred by Buyer in connection with this Agreement and the transactions contemplated hereunder not to exceed $50,000 (which obligation of Seller shall survive the termination of this Agreement for a period of one year); or (ii) enforce specific performance of this Agreement against Seller (Seller expressly waives the defense of lack of mutuality of remedies).

16. **Brokers**. Buyer and Seller represent to the other that there are no real estate brokers involved in this transaction, except for Wyatt Nunnelley of HBRE ("**Buyer's Broker**") who has acted solely for Buyer in this transaction, and Drew Christianson with Tennessee Realty Partners ("**Seller's Broker**"; Seller's Broker and Buyer's Broker are sometimes referred to herein as the "**Broker**"). At the Closing, Seller shall pay to Buyer's Broker a commission equal to three percent (3%) of the Purchase Price and Seller shall pay a commission to Seller's Broker pursuant to a separate agreement. Seller and Buyer covenant and agree to defend, indemnify and save harmless the other from and against any claim

for any broker's commission or similar fee or compensation for any service rendered in connection with the sale and purchase of the Property. Other than Buyer's Broker, each party represents and warrants to the other that neither has taken any action which would give rise to a commission or brokerage fee being due as a result of the transfer of the Property and each party agrees to indemnify and hold the other party harmless from and against all loss, costs, and damages including reasonable attorney's fees, for any claims made for a commission due arising from such party's actions.

17. **Agreement Date. "Agreement Date"** shall mean the date on which a fully executed copy of this Agreement has been delivered to both parties.

18. **Entire Agreement.** This Agreement constitutes the entire agreement between Seller and Buyer and no amendment or modification of this Agreement may be made except by an instrument in writing signed by all parties.

19. **Governing Law.** This Agreement and the interpretation and enforcement of same shall be governed by and construed in accordance with the laws of the State of Tennessee.

20. **Waiver of Jury Trial.** In the event of any action or proceeding (including without limitation, any claim, counterclaim, cross-claim or third party claim) arising out of or, relating to this Agreement, or the transaction contemplated by this Agreement (i) the prevailing party shall be entitled to recover all of its costs and expenses including reasonable attorneys' fees and costs, and (ii) a court shall determine all issues of law and fact, a jury trial being expressly waived. The exclusive venue for any litigation arising from this Agreement shall be in a state court in Robertson County, Tennessee.

21. **Time of The Essence.** Time is declared to be of the essence with respect to all dates and time periods set forth in this Agreement.

22. **Miscellaneous.**

(a) **Assignment.** This Agreement shall constitute a binding contract between Seller and Buyer and shall be binding upon and inure to the benefit of the respective successors and assigns of Seller and Buyer. Buyer may assign its rights and obligations under this Agreement without Seller's consent; provided, however, no such assignment shall release Buyer from liability hereunder.

(b) **Severability.** In the event any one or more of the provisions contained in this Agreement are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

(c) **Counterparts.** This Agreement may be executed in any number of counterparts, in original or by electronic copy, each of which shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument. A facsimile or electronically transmitted signature shall have the same force and effect as an "original" signature.

(d) **Modification.** The terms of this Agreement may not be amended, waived or terminated except by an instrument in writing signed by Seller and Buyer.

(e) **Entire Agreement.** This Agreement contains the entire agreement between Seller and Buyer, and there are no other terms, conditions, promises, undertakings, statements or representations, expressed or implied, concerning the sale contemplated by this Agreement.

(f) **Successors.** This Agreement shall inure to the benefit of and bind the parties hereto and their respective successors, permitted assigns, personal representatives, heirs, and beneficiaries.

(g) **Captions; Gender; Number.** The captions and section headings contained herein are for convenience only and shall not be used in construing or enforcing any of the provisions of this Agreement. All personal pronouns used herein, whether used in the masculine, feminine or neuter gender, shall include all other genders. The singular shall include the plural and vice versa unless the context specifically requires otherwise.

(h) **Days.** If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be required to be given, on the first business day following such Saturday, Sunday, or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days.

(i) **Risk of Loss.** All risk of loss or damage to the Property by fire, windstorm or casualty is assumed by Buyer until Closing. In the event of a material loss or material damage by fire, windstorm or casualty to the Property or any portion thereof before Closing, Buyer shall proceed to Closing and at or after Closing Buyer shall receive all of Seller's insurance proceeds when available (and Seller shall pay any insurance deductible to Buyer). All risk of loss or damage to the Property by public taking or condemnation is assumed by Seller until Closing. In the event of threatened or actual public taking or condemnation of all or any portion of the Property prior to Closing, Seller shall give Buyer prompt written notice of such threatened public taking and Buyer shall have the option to (a) terminate this Agreement and receive a full refund of the Earnest Money and any Entitlements Period Extension Fees deposited by Buyer, or (b) proceed to Closing and Seller shall assign to Buyer all of the condemnation proceeds received by or to be received by Seller.

23. **Escrow Agent**

(a) The Escrow Agent shall promptly deposit the Earnest Money and, to the extent deposited by Buyer, the Entitlements Period Extension Fees (collectively, the "**Escrowed Funds**") and hold the same and disburse the same in accordance with this Agreement. Failure of clearance of the Escrowed Funds shall not excuse Buyer from performance under this Agreement and shall be a breach of the Agreement by Buyer.

(b) The Escrowed Funds shall not be deposited by Escrow Agent in an interes tbearing account.

(c) In performing any of its duties hereunder, the Escrow Agent shall not be liable to a party or to any third person for any erroneous delivery to Buyer or Seller of monies subject to the escrow, nor shall the Escrow Agent incur any liability to anyone for any damages, losses or expenses, except for the Escrow Agent's own willful default, negligent act, or breach of trust.

(d) In the event Escrow Agent has doubts as to its duties or liabilities under this Agreement, the Escrow Agent may, in its discretion, continue to hold monies in escrow until the parties mutually agree on disbursement thereof, or until a court of competent jurisdiction shall determine the rights of the parties thereto. Alternatively, the Escrow Agent may elect to deposit the funds held with a court having jurisdiction of the dispute, and upon notifying the parties of such disposition, all future liability of the Escrow Agent under this Agreement shall terminate (Escrow Agent being liable for any default, negligent act, or breach of trust while serving as Escrow Agent hereunder).

(e) In the event of any action between Buyer and Seller in which the Escrow Agent is made a party by virtue of serving as Escrow Agent under this Agreement, or in the event of any suit in which the Escrow Agent interpleads the monies in escrow, the Escrow Agent shall be entitled to recover

all costs including a reasonable attorney's fee through all trials, appeals and other proceedings from the losing party.

24. **Like-Kind Exchange**. Buyer and Seller each acknowledge that either or both parties may prefer to exchange part or all of the Property for other property of like kind within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations ("**Section 1031**"). In such event, Buyer and Seller shall cooperate and use reasonable commercial efforts, as the other may reasonably request within a reasonable time prior to Closing, to effect the exchange in a timely manner and within the time limitations set forth in Treasury Regulation Section 1.1031(k)-1(b). Such cooperation and reasonable commercial efforts shall include, without limitation, (a) Buyer's consent to assignment of Seller's rights under this Agreement to a Qualified Intermediary, as such term is defined in Treasury Regulation Section 1.1031(k)-1(g), if applicable; (b) Seller's consent to assignment of Buyer's rights under this Agreement to a Qualified Intermediary, as such term is defined in Treasury Regulation Section 1.1031(k)-1(g), if applicable; and (c) consent of each party to the assignment of any and all other documents and instruments required in order to effect the exchange, provided that such reasonable commercial efforts and cooperation shall be at no additional cost, expense or liability to the non-requesting party and shall not delay the Closing Date. Notwithstanding anything to the contrary provided herein, neither Buyer nor Seller makes any representations or warranties as to the tax treatment for the transaction contemplated in this Section 24 or the ability of the transaction contemplated to qualify for like-kind exchange treatment pursuant to Section 1031.

25. **Confidentiality**. Commencing upon the Agreement Date and continuing through the earlier of the Closing Date or the termination of this Agreement, Seller and Buyer agree that (a) all negotiations regarding the sale and purchase of the Property, (b) Buyer's identity and interest in the Property and/or Buyer's Intended Uses of the Property, and (c) the existence of this Agreement and the terms herein shall remain strictly confidential and that no press or other publicity release or communication to the general public in connection with the sale or purchase of the Property will be issued without the other party's prior written consent, except in accordance with the terms of the formal documents or as required by law or any regulatory agency. Notwithstanding anything to the contrary herein, without the other party's permission, each party shall be permitted to disclose the existence and terms of this Agreement to its attorneys, accountants and advisors, and Buyer shall have the right to disclosed the existence of this Agreement to the appropriate governmental or quasigovernmental authorities and agencies in connection with Buyer's zoning, permitting and licensing applications and procedures necessary or desirable for the construction and operation of the Property for Buyer's Intended Uses.

[*signatures follow*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates listed below their respective signatures.

SELLER:

ASTEPAHEAD LLP, a Tennessee limited liability partnership

By: Ronald J. Tate dotloop verified 06/11/24 4:39 PM CDT A0W8-SOCW-FPTJ-CPPY

Print Name: Ronald J. Tate

Print Title: Managing Partner

Date Signed: 06/11/2024

BUYER:

FORTUNA DEVELOPMENT, LLC, a Tennessee limited liability company

By: A. A. R

Print Name: Allen Bolden

Print Title: Partner

Date Signed: 6/13/24

ESCROW AGENT

The undersigned joins herein for the purpose of agreeing to serve as Escrow Agent, subject to the provisions of this Agreement.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: Susan Felts
Print Name: Susan Felts
Print Title: Sales and Relationship Manager
Date Signed: 6/20/2024

Civil Monetary Payments

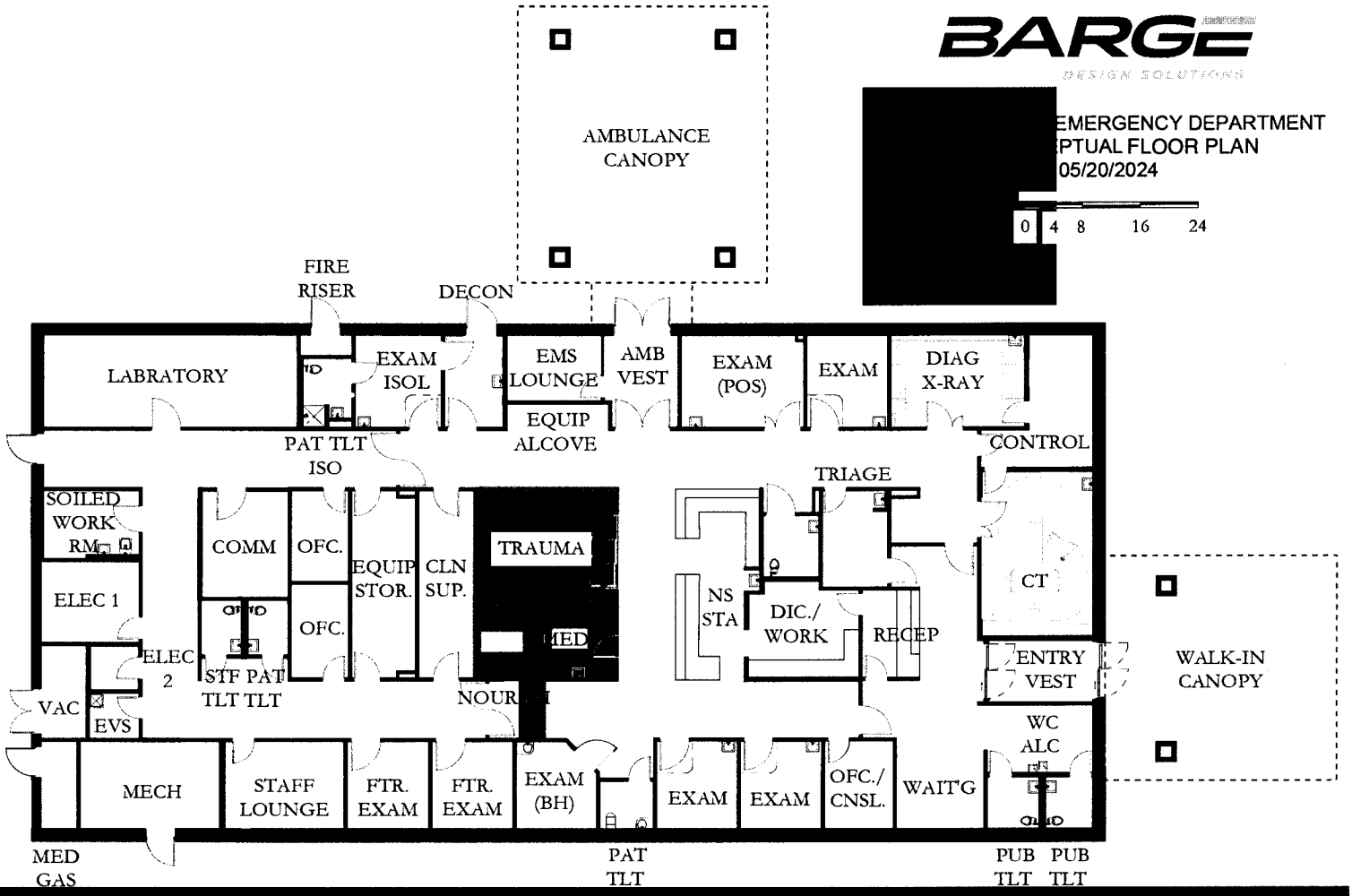
Attachment 10A

Floor Plan

BARGE
DESIGN SOLUTIONS

EMERGENCY DEPARTMENT
PTUAL FLOOR PLAN
05/20/2024

0 4 8 16 24



Attachment 12A

Plot Plan


FSED
11,115 SF
NORTH SAGE ROAD
MAIDEN ROAD
1.76±
ACRES
N

Exhibit A

Depiction of the Land (7.76 acre tract shown in yellow below)

County: **Robertson**

Alt. APN: **1110610608700**

Map Coord: **106 :**

Census Tract: **080103**

Lot#:

Block:

Subdivision: **Lochinvar**

Tract: **3**

Jenn

Jennifer Hanawalt
AVP, Real Estate
Lifepoint Health
330 Seven Springs Way
Brentwood, Tennessee 37027
Phone: 615.920.7644
Cell: 661.472.3266
Jennifer.Hanawalt@lpnt.net

Lifepoint Health

STATE OF TENNESSEE

STATE HEALTH PLAN

CERTIFICATE OF NEED STANDARDS AND CRITERIA

FOR

Freestanding Emergency Departments

The Health Services Development Agency (HSDA) may consider the following standards and criteria for applicants seeking to establish or expand Freestanding Emergency Departments (FSEDs). Rationale statements are provided for standards to explain the Division of Health Planning's underlying reasoning. Additionally, these rationale statements may assist stakeholders in responding to these Standards and may assist the HSDA in its assessment of applications. Existing FSEDs are not affected by these standards and criteria unless they take action that requires a new certificate of need (CON) for such services. These proposed standards and criteria will become effective immediately upon approval and adoption by the governor.

The Certificate of Need Standards and Criteria serve to uphold the Five Principles for Achieving Better Health set forth by the State Health Plan. These Principles were first developed for the 2010 edition and have been utilized as the overarching framework of the Plan in each annual update that has followed. Utilizing the Five Principles for Achieving Better Health during the development of the CON Standards and Criteria ensures the protection and promotion of the health of the people of Tennessee. The State Health Plan's Five Principles for Achieving Better Health are as follows:

1. **Healthy Lives:** The purpose of the State Health Plan is to improve the health of people in Tennessee.
2. **Access:** People in Tennessee should have access to health care and the conditions to achieve optimal health.

3. **Economic Efficiencies:** Health resources in Tennessee, including health care, should be developed to address the health of people in Tennessee while encouraging value and economic efficiencies.
4. **Quality of Care:** People in Tennessee should have confidence that the quality of care is continually monitored and standards are adhered to by providers.
5. **Workforce:** The state should support the development, recruitment, and retention of a sufficient and quality health workforce.

Definitions

Rural Area: A proposed service area shall be designated as rural in accordance with the U.S. Department of Health and Human Services (HRSA) Federal Office of Rural Health Policy's *List of Rural Counties and Designated Eligible Census Tracts in Metropolitan Counties*. This document, along with the two methods used to determine eligibility, can be found at the following link:

http://www.hrsa.gov/ruralhealth/resources/forhpeligibleareas.pdf PAGE NOT FOUND

For more information on the Federal Office of Rural Health Policy visit:

http://www.hrsa.gov/ruralhealth/ Copied.

Freestanding Emergency Department: A facility that receives individuals for emergency care and is structurally separate and distinct from a hospital. A freestanding emergency department (FSED) is owned and operated by a licensed hospital. These facilities provide emergency care 24 hours a day, 7 days a week, and 365 days a year.

Service Area: Refers to the county or contiguous counties or Zip Code or contiguous Zip Codes represented by an applicant as the reasonable area in which the applicant intends to provide freestanding emergency department services and/or in which the majority of its service recipients reside.

Standards and Criteria

1. **Determination of Need:** The determination of need shall be based upon the existing access to emergency services in the proposed service area. The applicant should utilize the metrics below, as well as other relevant metrics, to demonstrate

that the population in the proposed service area has inadequate access to emergency services due to geographic isolation, capacity challenges, or low-quality of care.

The applicant shall provide information on the number of existing emergency department (ED) facilities in the service area, as well as the distance of the proposed FSED from these existing facilities. If the proposed service area is comprised of contiguous ZIP Codes, the applicant shall provide this information on all ED facilities located in the county or counties in which the service area ZIP Codes are located.

Response:

Please see Attachment Additional Documents 2 for drive time data.

The service area contains two HCA hospital-based emergency departments and one HCA FSED. They are not centrally located within this service area. All three are located in larger, older communities that are distant from the new growth area around White House on I-65. All three existing emergency care sites within these ZIP codes exceed visits per room guidelines of the American College of Emergency Physicians ("ACEP"). Additional ER capacity is essential to avoid prolonged wait times in the near future. However, onsite expansions of HCA's TriStar Hendersonville Medical Center appear to have been unfeasible for HCA.

Sumner Regional Medical Center with Ascension Saint Thomas are proposing to address the service area's obvious emergency care needs by placing a new emergency facility, Highpoint FSED, in White House in the approximate center of these zip codes. This will improve accessibility for patients from western Sumner County and eastern Robertson County. It will be of special benefit to rural patients who face longer drive times to HCA ERs.

The project is needed to provide a choice of provider for the area. Healthy competition between providers, in charges and quality, is beneficial to patients. HCA now operates the only emergency rooms in these zip codes, at three locations, and has just published an intent to request CON approval for its fourth emergency service facility in the area –an FSED in White House. This underscores the need to expand local emergency room capacity for this area's increasing population, so that arriving patients can avoid long waits for emergency care. It also supports White House as the best location for this new capacity.

The applicant should utilize Centers for Medicare and Medicaid Services (CMS) throughput measures, available from the CMS Hospital Compare website, to illustrate the wait times at existing emergency facilities in the proposed service area. Data provided on the CMS Hospital Compare website does have a three to six month lag. In order to account for the delay in this information, the applicant may supplement CMS data with other more timely data.

The applicant should also provide data on the number of visits per treatment room per year for each of the existing emergency department facilities in the service area. Applicants should utilize applicable data in the Hospital Joint Annual Report to demonstrate the total annual ED volume and annual emergency room visits of the existing facilities within the proposed service area. All existing EDs in the service area should be operating at capacity. This determination should be based upon the annual visits per treatment room at the host hospital's emergency department (ED) as identified by the American College of Emergency Physicians (ACEP) in *Emergency Department Design: A Practical Guide to Planning for the Future, Second Edition* as capacity for EDs. [Available for purchase only, $60+] The capacity levels set forth by this document should be utilized as a *guideline* for describing the potential of a respective functional program. The annual visits per treatment room should exceed what is outlined in the ACEP document. Because the capacity levels set forth in the Emergency *Department Design: A Practical Guide to Planning for the Future, Second Edition* are labeled in the document as a "preliminary sizing chart", the applicant is encouraged to provide additional evidence of the capacity, efficiencies, and demographics of patients served within the existing ED facility in order to better demonstrate the need for expansion.

Source: https://www.medicare.gov/hospitalcompare/search.html
https://data.medicare.gov/data/hospital-compare
Note: The above measures are found in the category "Timely and Effetive Care.

ED-1	Median time from ED arrival to ED departure for ED admitted patients
ED-2	Median time from admit decision to departure for ED admitted patients

OP-18	Median time from ED arrival to ED departure for discharged ED patients
OP-20	Door to diagnostic evaluation by a qualified medical professional
OP-22	ED-patient left without being seen

<u>Response</u>: All emergency room locations in the PSA reported that they exceeded ACEP high range guidelines in 2022, the most recent JAR reporting year. All but one (Northcrest) also exceeded the low range guideline.

Table A, Criterion 1 of State Health Plan CON Review Criteria			
ER Provider	**2022 Visits**	**Treatment Rooms**	**2022 Visits / Room**
Tristar Hendersonville Medical Center (HCA)	37,932	20	1,897
Tristar Portland FSED (HCA)	12,432	8	1,554
Tristar Northcrest Medical Center (HCA)	24,098	18	1,339
Project Service Area Total	**74,462**	**46**	**1,619**

Source: Joint Annual Reports

Table B, Criterion 1 of State Health Plan CON Review Criteria				
ER Provider	**2022 Visits**	**Treatment Rooms**	**ACEP Guideline for Room Need* (Low - High Ranges)**	**% of ACEP Guidelines**
Tristar Hendersonville Medical Center (HCA)	37,932	20	24-28 rooms	120% - 140%
Tristar Portland FSED (HCA)	12,432	8	10-12 rooms	125%-150%
Tristar Northcrest Medical Center (HCA)	24,098	18	18-20 rooms	100%-111%

- *Approximated from ACEP table*

If the applicant is demonstrating low-quality care provided by existing EDs in the service area, the applicant shall utilize the Joint Commission's "Hospital Outpatient Core Measure Set". These measures align with CMS reporting requirements and are available through the CMS Hospital Compare website. Full details of these measures can be found in the Joint Commission's *Specification Manual for National Hospital Outpatient Department Quality Measures*. Existing emergency facilities should be in the bottom quartile of the state in the measures listed below in order to demonstrate low-quality of care.

OP-1	Median Time to Fibrinolysis
OP-2	Fibrinolytic Therapy Received Within 30 Minutes
OP-3	Median Time to Transfer to Another Facility for Acute Coronary Intervention
OP-4	Aspirin at Arrival
OP-5	Median Time to ECG
OP-18	Median Time from ED Arrival to Departure for Discharged ED Patients
OP-20	Door to Diagnostic Evaluation by a Qualified Medical Personnel
OP-21	ED-Median Time to Pain Management for Long Bone Fracture
OP-23	ED-Head CT or MRI Scan Results for Acute Ischemic Stroke or Hemorrhagic Stroke Patients who Received Head CT or MRI Scan Interpretation With 45 Minutes of ED Arrival

Response:

Not applicable. The applicant is not attempting to demonstrate low quality of care at the existing emergency rooms in the project service area.

Sources: https://www.jointcommission.org/hospital outpatient department/

https://www.jointcommission.org/assets/1/6/HAPOutpatientDeptCoreMeasureSet.pdf

https://www.medicare.gov/hospitalcompare/search.html

https://data.medicare.gov/data/hospital-compare

Note: The above measures are found in the category "Timely and Effective Care".

The HSDA should consider additional data provided by the applicant to support the need for the proposed FSED including, but not limited to, data relevant to patient acuity levels, age of patients, percentage of behavioral health patients, and existence of specialty modules. These data may provide the HSDA with additional information on the level of need for emergency services in the proposed service area. If providing additional data, applicants should utilize Hospital Discharge Data System data (HDDS) when applicable. The applicant may utilize other data sources to demonstrate the percentage of behavioral health patients but should explain why the alternative data source provides a more accurate indication of the percentage of behavioral health patients than the HDDS data.

See Standard 2, Expansion of Existing Emergency Department Facility, for more information on the establishment of a FSED for the purposes of decompressing volumes and reducing wait times at the host hospital's existing ED.

Note: Health Planning recognizes that limitations may exist for specific metrics listed above. When significant limitations exist (e.g. there are not adequate volumes to evaluate) applicants may omit these metrics from the application. However, the application should then discuss the limitations and reasoning for omission. Applicants are encouraged to supplement the listed metrics with additional metrics that may provide HSDA with a more complete representation of the need for emergency care services in the proposed service area.

Rationale: Applicants seeking to establish a FSED should demonstrate need based on barriers to access in the proposed service area. While limited access to emergency services due to geographic isolation, low-quality of care, or excessive wait times are pertinent to the discussion, the applicant is also encouraged to provide additional data from the proposed service area that may provide the HSDA

with a more comprehensive picture of the unique needs of the population that would be served by the FSED. Host hospitals applying to establish a FSED displayingefficiencies in care delivery via high volumes and low wait time should not be penalized in the review of this standard. Host hospitals are expected to demonstrate high quality care in order to receive approval. See Standard 4 for more information.

Applicants seeking to establish an FSED in a geographically isolated, rural area should be awarded special consideration by the HSDA.

2. **Expansion of Existing Emergency Department Facility:** Applicants seeking expansion of the existing host hospital ED through the establishment of a FSED in order to decompress patient volumes should demonstrate the existing ED of the host hospital is operating at capacity. This determination should be based upon the annual visits per treatment room at the host hospital's emergency department (ED) as identified by the American College of Emergency Physicians (ACEP) in *Emergency Department Design: A Practical Guide to Planning for the Future, Second Edition* as capacity for EDs. The capacity levels set forth by this document should be utilized as a *guideline* for describing the potential of a respective functional program. The applicant shall utilize the applicable data in the Hospital Joint Annual Report to demonstrate total annual ED volume and annual emergency room visits. The annual visits per treatment room should exceed what is outlined in the ACEP document. Because the capacity levels set forth in the Emergency *Department Design: A Practical Guide to Planning for the Future, Second Edition* are labeled in the document as a "preliminary sizing chart", the applicant is encouraged to provide additional evidence of the capacity, efficiencies, and demographics of patients served within the existing ED facility in order to better demonstrate the need for expansion. See Standard 1, Demonstration of Need, for examples of additional evidence.

   Additionally, the applicant should discuss why expansion of the existing ED is not a viable option. This discussion should include any barriers to expansion including, but not limited to, economic efficiencies, disruption of services, workforce duplication, restrictive covenants, and issues related to access. The applicant should also provide evidence that all practical efforts to improve efficiencies within the existing ED have been made, including, but not limited to, the review of and modifications to staffing levels.

Applicants seeking to decompress volumes of the existing host hospital ED should be able to demonstrate need for the additional facility in the proposed service area as defined in the application in accordance with Standard 1, Determination of Need.

Rationale: The HSDA may utilize visits per treatment room in order to determine if a FSED is necessary for the host hospital to provide efficient and quality emergency care to its patients. Many factors influence a hospital's ability to adequately serve patients at various volumes. Factors may include efficiencies of the ED and the acuity of the patients seen. Applicants are encouraged to provide additional data in order to demonstrate need for expansion. This additional data may assist in providing the HSDA with the opportunity to perform a comprehensive review that takes into account the numerous factors that affect ED efficiencies, access to care, and the quality of ED services provided.

Response: Not applicable.

3. **Relationship to Existing Similar Services in the Area:** The proposal shall discuss what similar services are available in the service area and the trends in occupancy and utilization of those services. This discussion shall include the likely impact of the proposed FSED on existing EDs in the service area and shall include how the applicant's services may differ from existing services. Approval of the proposed FSED should be contingent upon the applicant's demonstration that existing services in the applicant's proposed geographical service area are not adequate and/or there are special circumstances that require additional services.

Rural: The applicant should provide patient origin data by ZIP Code for each existing facility as well as the proposed FSED in order to verify the proposed facility will not negatively impact the patient base of the existing rural providers. The establishment of a FSED in a rural area should only be approved if the applicant can adequately demonstrate the proposed facility will not negatively impact any existing rural facilities that draw patients from the proposed service area. Additionally, in an area designated as rural, the proposed facility should not be located within 10 miles of an existing facility. Finally, in rural proposed service areas, the location of the proposed FSED should not be closer to an existing ED facility than to the host hospital.

Critical Access Hospitals (CAH): In Tennessee, certain CAHs are not located in rural areas according to the definition of rural provided in these standards. The location

of the proposed FSED should not be closer to an existing CAH than to the host hospital.

Rationale: The HSDA should consider any duplication of existing services as well as the maldistribution of emergency services by considering the existing providers in the proposed service area. This standard also provides an opportunity for the applicant to demonstrate any services or specialty services that will be provided by the proposed FSED that are not provided by the existing emergency care providers servicing the proposed service area.

Response: Highpoint FSED will be approximately 17 miles from its host hospital.

4. Host Hospital Emergency Department Quality of Care: Additionally, the applicant shall provide data to demonstrate the quality of care being provided at the ED of the host hospital. The quality metrics of the host hospital should be in the top quartile of the state in order to be approved for the establishment of a FSED. The applicant shall utilize the Joint Commission's hospital outpatient core measure set. These measures align with CMS reporting requirements and are available through the CMS Hospital Compare website. Full details of these measures can be found in the Joint Commission's *Specification Manual for National Hospital Outpatient Department Quality Measures*.

OP-1	Median Time to Fibrinolysis
OP-2	Fibrinolytic Therapy Received Within 30 Minutes
OP-3	Median Time to Transfer to Another Facility for Acute Coronary Intervention
OP-4	Aspirin at Arrival
OP-5	Median Time to ECG
OP-18	Median Time from ED Arrival to Departure for Discharged ED Patients
OP-20	Door to Diagnostic Evaluation by a Qualified Medical Personnel
OP-21	ED-Median Time to Pain Management for Long Bone Fracture
OP-23	ED-Head CT or MRI Scan Results for Acute Ischemic Stroke or Hemorrhagic Stroke Patients who Received Head CT or MRI Scan Interpretation With 45 Minutes of ED Arrival

Sources: https://www.jointcommission.org/hospitaloutpatientdepartment/

https://www.jointcommission.org/assets/1/6/HAP Outpatient Dept Core Measure

Set.pdf

https://www.medicare.gov/hospitalcompare/search.html

https://data.medicare.gov/data/hospital-compare

Note: The above measures are found in the category "Timely and Effective Care.

Note: Health Planning recognizes that limitations may exist for specific metrics listed above. When significant limitations exist (e.g. there are not adequate volumes to evaluate) applicants may omit these metrics from the application. However, the application should then discuss the limitations and reasoning for omission. Applicants are encouraged to supplement the listed metrics with additional metrics that may provide HSDA with a more complete representation of the need for emergency care services in the proposed service area.

5. Appropriate Model for Delivery of Care: The applicant should discuss why a FSED is the appropriate model for delivery of care in the proposed service area.

Rationale**:** Rationale should be provided in the application detailing why a FSED is the most appropriate option for delivery of care and to improve access to care in the proposed service area. This discussion should detail the benefits of a FSED for the proposed patient population over an urgent care center, primary care office, or other possible delivery models.

:

:

6. Geographic Location: The FSED should be located within a 35 mile radius of the hospital that is the main provider.

Rationale: The 35-mile radius standard is in alignment with regulations set forth by CMS (42 CFR Ch. IV (10-1-11 Edition), Rule 413.65).

Response: Highpoint FSED will be approximately 17 miles from Sumner Regional Medical Center and 14 miles from the Sumner Station FSED.

7. Access: The applicant must demonstrate an ability and willingness to serve equally all of the service area in which it seeks certification**.** In addition to the factors set forth in HSDA Rule 0720-11-.01(1) (listing factors concerning need on which an application may be evaluated), the HSDA may choose to give special consideration to an applicant that is able to show that there is limited access to ED services in the proposed Service Area.

Response:

8. Services to High-Need Populations: Special consideration shall be given to applicants providing services fulfilling the unique needs and requirements of certain high-need populations, including patients who are uninsured, low income, or patients with limited access to emergency care.

Response:

9. Establishment of Non-Rural Service Area: The geographic service area shall be reasonable and based on an optimal balance between population density and service proximity of the applicant. The socio-demographics of the service area and the projected population to receive services shall be considered. The applicant shall demonstrate the orderly development of emergency services by providing information regarding current patient origin by ZIP Code for the hospital's existing ED in relation to the proposed service area for the FSED.

Establishment of a Rural Service Area: Applicants seeking to establish a freestanding emergency department in a rural area with limited access to emergency medical care shall establish a service area based upon need. The applicant shall demonstrate the orderly development of emergency services by providing information regarding patient origin by ZIP Code for the proposed service area for the FSED.

10. Relationship to Existing Applicable Plans; Underserved Area and Population: The proposal's relationship to underserved geographic areas and underserved population groups shall be a significant consideration.

11. Composition of Services: Laboratory and radiology services, including but not limited to XRAY and CT scanners, shall be available on-site during all hours of operation. The FSED should also have ready access to pharmacy services and respiratory services during all hours of operation.

<u>Response</u>: Laboratory and radiology (including diagnostic X-ray, ultrasound, and CT scanning services) are provided onsite 24 /365, as is respiratory care.

Pediatric Care: Applicants should demonstrate a commitment to maintaining at least a Primary Level of pediatric care at the FSED as defined by CHAPTER 1200-08- 30 Standards for Pediatric Emergency Care Facilities including staffing levels, pediatric equipment, staff training, and pediatric services. Applicants should include information detailing the expertise, capabilities, and/or training of staff to stabilize or serve pediatric

patients. Additionally, applicants shall demonstrate a referral relationship, including a plan for the rapid transport, to at least a general level pediatric emergency care facility to allow for a specialized higher level of care for pediatric patients when required.

<u>Response</u>: Like the applicant's existing FSED at Sumner Station, the Highpoint FSED will be classified as a Basic pediatric care facility, with appropriate transfer agreements with hospitals in the service area and in central Nashville.

12. Assurance of Resources: The applicant shall document that it will provide the resources necessary to properly support the applicable level of emergency services.

Included in such documentation shall be a letter of support from the applicant's governing board of directors or Chief Financial Officer documenting the full commitment of the applicant to develop and maintain the facility resources, equipment, and staffing to provide the appropriate emergency services. The applicant shall also document the financial costs of maintaining these resources and its ability to sustain them to ensure quality treatment of patients in the ED continuum of care.

Response: **The requested letter is provided in the Attachments.**

An applicant shall document a plan demonstrating the intent and ability to recruit, hire, train, assess competencies of, supervise, and retain the appropriate numbers of qualified personnel to provide the services described in the application and that such personnel are available in the proposed service area. Each applicant shall outline planned staffing patterns including the number and type of physicians and nurses. Each FSED is required to be staffed by at least one physician and at least one registered nurse at all times (24/7/365). Physicians staffing the FSED should be board certified or board eligible emergency physicians. If significant barriers exist that limit the applicant's ability to recruit a board certified or board eligible emergency physician, the applicant shall document these barriers for the HSDA to take into consideration. Applicants are encouraged to staff the FSED with registered nurses certified in emergency nursing care and/or advanced cardiac life support. The medical staff of the FSED shall be part of the hospital's single organized medical staff, governed by the same bylaws. The nursing staff of the FSED shall be part of the hospital's single organized nursing staff. The nursing services provided shall comply with the hospital's standards of care and written policies and procedures.

Response: Sumner Regional Medical Center and Ascension Saint Thomas have long experience in staffing emergency care facilities appropriately, including FSEDs. Highpoint FSED will be staffed with Board-certified or Board-eligible emergency physicians, assisted by trained and experienced RN nurse staff. These specialists will be onsite 24 hours a day every day of the year. All emergency physicians and nurses will be part of Sumner Regional Medical Center's single organized medical and nursing staffs, governed by the same bylaws.

Adequate Staffing of a Rural FSED: An applicant shall document a plan demonstrating the intent and ability to recruit, hire, train, assess competencies of, supervise, and retain the appropriate numbers of qualified personnel to provide the services described in the application and that such personnel are available in the proposed service area. Each applicant shall outline planned staffing patterns including the number and type of physicians. FSEDs proposed to be located in rural areas are required to be staffed in accordance with the Code of Federal Regulations Title 42, Chapter IV, Subchapter G, Part 485, Subpart F – Conditions of Participation: Critical Access Hospitals (CAHs). This standard requires a physician, nurse practitioner, clinical nurse specialist, or physician assistant be available at all times the CAH operates. The standard additionally requires a registered nurse, clinical

nurse specialist, or licensed practical nurse to be on duty whenever the CAH has one or more inpatients. However, because FSEDs shall be in operation 24/7/365 and because they will not have inpatients, a registered nurse, clinical nurse specialist, or licensed practical nurse shall be on duty at all times (24/7/365). Additionally, due to the nature of the emergency services provided at an FSED and the hours of operation, a physician, nurse practitioner, clinical nurse specialist, or physician assistant shall be on site at all times.

Source: http://www.ecfr.gov/cgi-bin/text-idx?rgn=div6&node=42:5.0.1.1.4.4#se42.5.4851631

Rationale: FSEDs should be staffed with a physician who is board-certified or board-eligible in emergency medicine and a registered nurse in order to ensure the facility is capable of providing the care necessary to treat and/or stabilize patients seeking emergency care. The HSDA should consider evidence provided by the applicant that demonstrates significant barriers to the recruitment a physician who is board-certified or board-eligible in emergency medicine exist.

Rural FSEDs should be awarded flexibility in terms of staffing in accordance with federal regulations. Additionally, flexibility in staffing requirements takes into account the limited availability of medical staff in certain rural regions of the state.

Response: All of the Highpoint FSED physicians will be board-certifed or Board-eligible. Nurses will be predominately RNs.

15. Medical Records: The medical records of the FSED shall be integrated into a unified retrieval system with the host hospital.

<u>Response</u>: This will be done.

16. **Stabilization and Transfer Availability for Emergent Cases:** The applicant shall demonstrate the ability of the proposed FSED to perform stabilizing treatment within the FSED and demonstrate a plan for the rapid transport of patients from the FSED to the most appropriate facility with a higher level of emergency care for further treatment. The applicant is encouraged to include air ambulance transport and an on-site helipad in its plan for rapid transport. The stabilization and transfer of emergent cases must be in accordance with the Emergency Medical Treatment and Labor Act.

Response:

17. **Education and Signage:** Applicants must demonstrate how the organization will educate communities and emergency medical services (EMS) on the capabilities of the proposed FSED and the ability for the rapid transport of patients from the FSED to the most appropriate hospital for further treatment. It should also inform the community that inpatient services are not provided at the facility and patients requiring inpatient care will be transported by EMS to a full service hospital. The name, signage, and other forms of communication of the FSED shall clearly indicate that it provides care for emergency and/or urgent medical conditions without the requirement of a scheduled appointment. The applicant is encouraged to demonstrate a plan for educating the community on appropriate use of emergency services contrasted with appropriate use of urgent or primary care.

Rationale: CMS S&C Memo 08-08, 2008, "...encourages hospitals with off-campus EDs to educate communities and EMS agencies in their service area about the operating hours and capabilities available at the off-campus ED, as well as the hospital's capabilities for rapid transport of patients from the off-campus ED to the main campus for further treatment".

The memorandum is available at the following link: [Downloaded]

https://www.cms.gov/Medicare/Provider-Enrollment-and-Certification/SurveyCertificationGenInfo/downloads/SCletter08-08.pdf

Response:

Community Linkage Plan: The applicant shall describe its participation, if any, in a community linkage plan, including its relationships with appropriate health and outpatient behavioral health care system, including mental health and substance use, providers/services, providers of psychiatric inpatient services, and working agreements with other related community services assuring continuity of care. The applicant is encouraged to include primary prevention initiatives in the community linkage plan that would address risk factors leading to the increased likelihood of ED usage.

Rationale: The State Health Plan moved from a primary emphasis of health care to an emphasis on "health protection and promotion". The development of primary prevention initiatives for the community advances the mission of the State Health Plan.

Response:

Data Requirements**:** Applicants shall agree to provide the Department of Health and/or the HSDA with all reasonably requested information and statistical data related to the operation and provision of services and to report that data in the time and format requested. As a standard practice, existing data reporting streams will be relied upon and adapted over time to collect all needed information.

Response: The applicant has agreed to this.

20. **Quality Control and Monitoring:** The applicant shall identify and document its existing or proposed plan for data reporting, quality improvement, and outcome and process monitoring system. The FSED shall be integrated into the host hospital's quality assessment and process improvement processes.

Rationale: This section supports the State Health Plan's Fourth Principle for Achieving Better Health regarding quality of care.

Response:

21. **Provider-Based Status:** The applicant shall comply with regulations set forth by 42 CFR 413.65, *Requirements for a determination that a facility or an organization has provider-based status,* in order to obtain provider-based status. The applicant shall demonstrate eligibility to receive Medicare and Medicaid reimbursement, willingness to serve emergency uninsured patients, and plans to contract with commercial health insurers.

Rationale: FSEDs should operate under the same guidelines as traditional emergency departments. This includes providing service to all patients regardless of ability to pay and acceptance of Medicare, Medicaid, and commercial insurance.

Response:

22. **Licensure and Quality Considerations:** Any applicant for this CON service category shall be in compliance with the appropriate rules of the TDH, the EMTALA, along with any other existing applicable federal guidance and regulation. The applicant shall also demonstrate its accreditation status with the Joint Commission

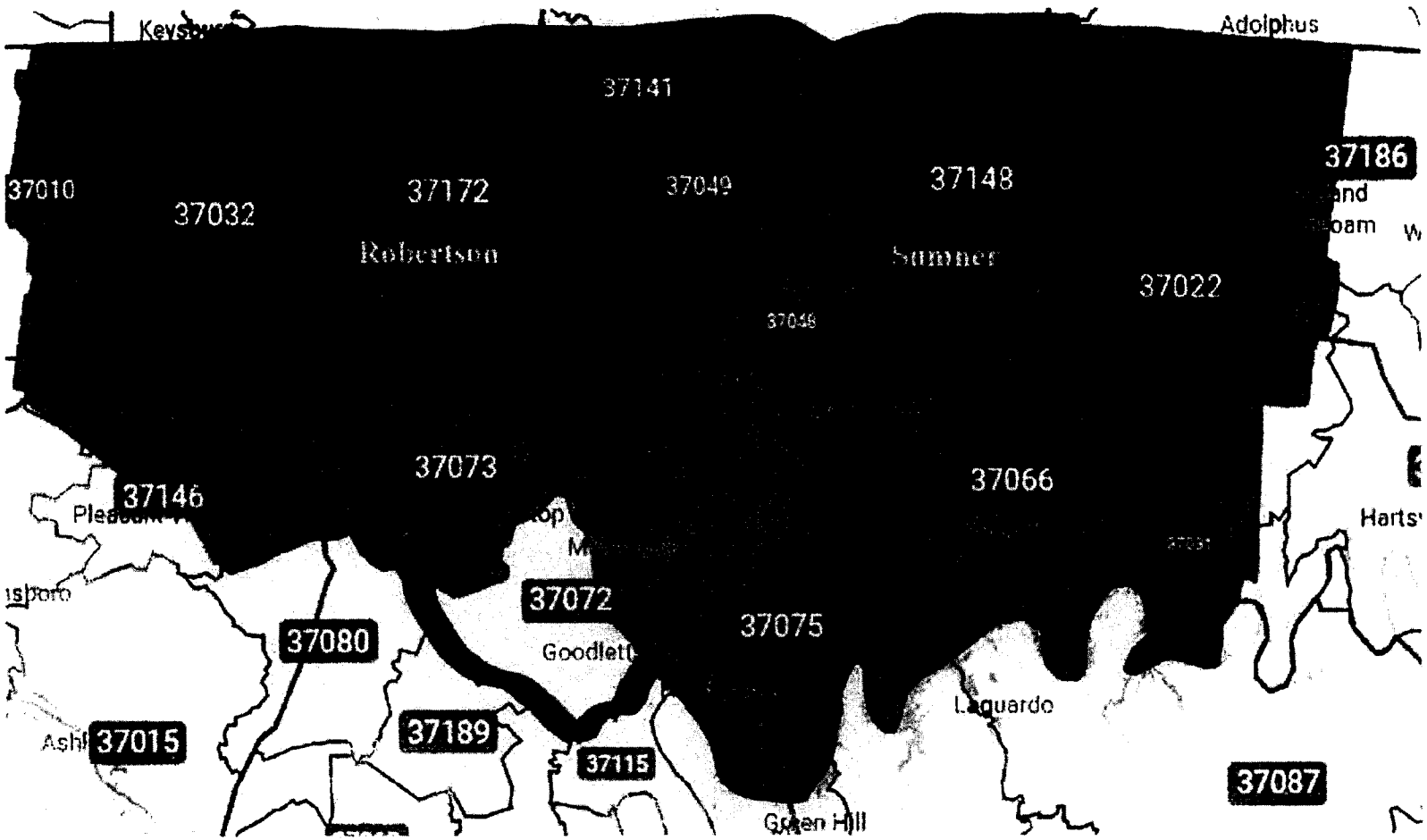
or other applicable accrediting agency. The FSED shall be subject to the same accrediting standards as the licensed hospital with which it is associated.

Note: Federal legislation, the Rural Emergency Acute Care Hospital (REACH Act), is under consideration. Under this legislation rural hospitals would be permitted to convert into a FSED and retain CMS recognition. If passage takes place, these standards should be considered revised in order to grant allowance to Tennessee hospitals seeking this conversion in accordance with the federal guidelines.

Response:

Attachment 2N

Maps of the Primary Service Area


Adolphus
37141
37186
37010
37032
37172
37049
37148
Robertson
Sumner
37022
37048
37073
37066
37146
37072
37075
37080
37189
37015
37115
37087
Laguardo

Attachment 3N.B

Service Area Demographic Table

Attachment 5N
Utilization of Existing Services and Approved But Unimplemented Services

Attachment 6N

Two-Year Utilization Projection

Attachment 1C

Transfer Agreements

1C

PATIENT TRANSFER AGREEMENT

THIS PATIENT TRANSFER AGREEMENT (this "Agreement") is entered into effective 4/29/2019 ("Effective Date")by and between **Saint Thomas Health on behalf of its controlled Affiliates**, a Tennessee not for profit corporation ("Hospital") and **Sumner Regional Medical Center, LLC**, ("Transferor").

RECITALS:

A. Hospital and Transferor each operate health care entities located in Tennessee.

B. Saint Thomas Health is a health system which includes eight hospital campuses serving the Middle Tennessee area: Saint Thomas Midtown Hospital, Saint Thomas West Hospital, Saint Thomas Rutherford Hospital, Saint Thomas Hickman Hospital, Saint Thomas DeKalb Hospital, Saint Thomas Highlands Hospital, Saint Thomas River Park Hospital and Saint Thomas Stones River Hospital.

B. The parties desire to assure a continuity of care and appropriate medical treatment for the needs of each patient in their respective facilities, and have determined that, in the interest of patient care, the parties should enter into an agreement to provide for the transfer of patients from Transferor to Hospital on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

1. Term and Termination.

(a) **Term**. This Agreement shall be effective on the date first written above and shall continue for a period of one (1) year, at which time it shall automatically renew for successive one (1) year periods, unless earlier terminated in accordance with the terms hereof.

(b) **Termination.** Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. The Agreement may also be terminated at any time by mutual consent of both parties. Notwithstanding the termination of this Agreement, each party shall reasonably provide for the continuity of care to all patients who are involved in the transfer process at the time of the termination of this Agreement. This Agreement shall terminate immediately should the other party fail to maintain the licenses, certifications or accreditations, including Medicare certification, required to operate its facility as it is currently being operated

2. Transfer.

(a) Upon such time that a patient's physician determines that the patient needs to be transferred from Transferor to Hospital pursuant to Transferor's physician's order, Hospital agrees to admit the patient as promptly as possible and provide healthcare services as necessary, provided all conditions of eligibility are met. Transferor agrees to send the following with each patient at the time of transfer, or as soon thereafter as possible in emergency situations:

(i) an abstract of pertinent medical and other information necessary to continue the patient's treatment without interruption; and

(ii) essential identifying and administrative information.

(b) Transferor shall also perform the following:

(i) notify Hospital of the impending transfer;

(ii) receive confirmation that Hospital can accept the patient, and that a Hospital medical staff physician has done so;

(iii) obtain patient's consent to the transfer; and

(iv) arrange for the transportation of the patient, including mode of transportation and the provision of one or more health care practitioners as necessary.

3. Readmission of Patient

(a) When a patient has been transferred to Hospital from Transferor and is admitted and stabilized, but no longer requires specialized services or treatment only available at Hospital, Transferor agrees to accept the transfer of, and to readmit, the patient for further required hospitalization within 24-48 hours of such determination. In the event Transferor referring physician does not accept the patient, the Transferor's Chief of Medical Staff or other authorized representative shall facilitate identification of an appropriate accepting physician for the transfer. Only patients who are appropriate for transfer and who consent shall be transferred to Transferor.

4. Relationship of the Parties.

(a) The parties agree that the relationship between the parties is that of independent contractors and not partners or joint venturers.

(b)

(c) Nothing in this Agreement shall in any way affect the autonomy of either party. Each party shall have exclusive control of its management, assets and affairs. Neither party assumes any liability for the debts or obligations of the other party.

(d) Neither party shall be responsible, financially or otherwise, for the care and treatment of any patient while that patient is admitted to, or is under the care of, the other party's facility.

(e) Each party may contract or affiliate with other facilities during the term of this Agreement.

5. Patient Billing.

(a) The facility in which the patient is receiving services at the time that charges are incurred shall have the sole responsibility for billing and collecting such charges from the patient. Neither party shall assume any responsibility for the collection of any accounts receivables of the other party.

(b) **The following clause ONLY applies in the event Transferor is a Skilled Nursing Facility.** Hospital shall bill Transferor, and Transferor shall compensate Hospital, for all services

that are included in Medicare's Skilled Nursing Facility consolidated billing requirements ("Covered Services") provided to Facility patients who are Medicare beneficiaries at ___% of Hospital's charges as set forth in its charge master in effect at the time services are rendered. Hospital will submit invoices to Transferor within 45 days following the rendering of services. Transferor shall pay each invoice within 30 days of the date of invoice. Late payments shall bear interest at a rate equal to the maximum rate of interest allowed by law. Transferor shall have the sole authority to bill Medicare for the Covered Services, and Hospital will not bill Medicare for any Covered Service. Transferor's obligation to pay Hospital's invoices is not contingent upon Transferor's receipt of reimbursement from Medicare or any other payor or party and will not be delayed if a claim is denied. However, Hospital will reasonably cooperate with Transferor in appealing a denial, but Hospital shall not be responsible for any costs associated with the appeal

6. EMTALA. The parties agree that any patient transfers made pursuant to this Agreement shall be in compliance with 42 U.S.C. § 1395dd. et seq. and any amendments thereto ("EMTALA"), EMTALA's implementing regulations, such other requirements as may be imposed by the Secretary of Health and Human Services, and any other applicable Federal or State patient transfer laws.

7. Indemnification. Transferor agrees to indemnify, defend and hold Hospital, its officers, trustees, employees and agents harmless, to the extent permitted by applicable law, from or against any loss, injury, damage or liability incurred by reason of any act or failure to act by Transferor, its officers, employees or agents in connection with the performance of this Agreement.

Hospital agrees to indemnify, defend and hold Transferor, its officers, employees and agents harmless, to the extent permitted by applicable law, from or against any loss, injury, damages or liability incurred by reason of any act or failure to act by Hospital, its officers, trustees, employees and agents in connection with the performance of this Agreement.

8. Insurance. Each party agrees to maintain insurance as will fully protect it from any and all claims, including malpractice, in amounts adequate to insure the party's perspective interest. A party may satisfy such requirement through a program of self-insurance or reinsurance. Upon the written request of Hospital, the Transferor shall provide Hospital with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this agreement.

9. Confidential Information. Each party acknowledges that, as a result of its performance of its duties under this Agreement, it, its employees or agents may directly or indirectly receive medical information ("Patient Medical Information") regarding the other party's patients. Each party further acknowledges that Patient Medical Information is confidential pursuant to applicable State and federal law ("Applicable Privacy Laws"), including but not limited to, privacy standards imposed pursuant to the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Each party agrees, therefore, that any Patient Medical Information it, its employees or agents receive regarding the other party's patients shall be treated as confidential to the extent necessary to comply with Applicable Privacy Laws.

10. Compliance. In compliance with federal law, including the provisions of Title IX of the Education Amendments of 1972, Section 503 and 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967 and 1975 and the Americans with Disabilities Act of 1990, and Title VI of the Civil Rights Act of 1964 each party hereto will not discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability, or military service, AIDS and AIDS related conditions in its administration of its policies, including admissions policies, employment, or program activities.

11. Record Availability. Transferor agrees that, until the expiration of four (4) years after the furnishing of any goods and services pursuant to this Agreement, it will make available, upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of this Agreement and any books, documents, records and other data of Transferor that are necessary to certify the nature and extent of the costs incurred by Hospital in purchasing such goods and services. If Transferor carries out any of its duties under this Agreement through a subcontract with a related organization involving a value or cost of ten thousand dollars ($10,000) or more over a twelve-month period, Transferor will cause such subcontract to contain a clause to the effect that, until the expiration of four (4) years after the furnishing of any good or service pursuant to said contract, the related organization will make available upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of this Agreement and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of costs incurred by Transferor for such goods or services. Transferor shall give Hospital notice immediately upon receipt of any request from the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives for disclosure of such information.

Transferor agrees to indemnify, defend and hold Hospital harmless from and against any loss, liability, judgment, penalty, fine, damages (including punitive and/or compounded damages), costs (including reasonable attorneys' fees and expenses) suffered or incurred by Hospital as a result of, in connection with, or arising from Transferor's failure to comply with this Section 6.

12. Anti-Referral; Fraud & Abuse Provisions. Any remuneration exchanged between the parties shall at all times be commercially reasonable and represent fair market value for rendered services or purchased items. No remuneration exchanged between the parties shall be determined in a manner that takes into account (directly or indirectly) the volume or value of any referrals or any other business generated between the parties. Transferor does not have an indirect compensation arrangement with Hospital (as defined in the Stark II Regulations). Nothing contained herein requires the referral of any business between the parties.

13. Exclusion from Federal Health Care Programs. Transferor represents and warrants that it has not been nor is it about to be excluded from participation in any Federal Healthcare Program. Transferor agrees to notify Hospital within one (1) business day of Transferor's receipt of a notice of intent to exclude or actual notice of exclusion from any such program. The listing of Transferor or any Transferor-owned subsidiary on the Office of Inspector General's exclusion list (OIG website) or the General Services Administration's Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs (GSA website) for excluded individuals and entities shall constitute "exclusion" for purposes of this paragraph. In the event that Transferor is excluded from any Federal Healthcare Program, this Agreement shall immediately terminate. For the purposes of this paragraph, the term "Federal Healthcare Program" means the Medicare program, the Medicaid program, the Maternal and Child Health Services Block Grant program, the Block Grants for State for Social Services program, any state Children's Health Insurance program, or any similar program. Further, Transferor agrees to indemnify and hold Hospital harmless from and against any loss, liability, judgment, penalty, fine, damages (including punitive and/or compounded damages), costs (including reasonable attorneys' fees and expenses) incurred by Hospital as a result of Transferor's failure to notify the Hospital of its exclusion from any Federal Healthcare Program.

14. Ethical and Religious Directives. The parties acknowledge that the operations of Ascension Affiliate and its affiliates are in accordance with the Ethical and Religious Directives for Catholic Health Care Services, as promulgated by the United States Conference of Catholic Bishops, Washington, D.C., of the Roman Catholic Church or its successor (the "Directives") and the principles and beliefs of the Roman Catholic Church are a matter of conscience to Ascension Affiliate and their affiliates. The Directives are

located at http://www.usccb.org/about/doctrine/ethical-and-religious-directives/index.cfm. It is the intent and agreement of the parties that neither the Agreement nor any part hereof shall be construed to require Ascension Affiliate or its affiliates to violate the Directives in their operation and all parts of the Agreement must be interpreted in a manner that is consistent with the Directives.

15. Corporate Compliance. Hospital has in place a Corporate Responsibility Plan, which has as its goal to ensure that Hospital complies with federal, state and local laws and regulations. The plan focuses on risk management, the promotion of good corporate citizenship, including a commitment to uphold a high standard of ethical and legal business practices, and the prevention of misconduct. Transferor acknowledges Hospital's commitment to corporate responsibility. Transferor agrees to conduct its business transactions with Hospital in accordance with the principles of good corporate citizenship and a high standard of ethical and legal business practices.

16. Miscellaneous.

(a) The parties agree to provide each other with information regarding the resources each has available and the type of patients or health conditions that each is able to accept.

(b) Neither party shall use the name of the other in any promotional or advertising material unless the other party has been given the opportunity to review the material and prior written approval for the material and its use has been obtained.

(c) This Agreement supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by the party to be charged with the amendment.

(d) If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

(e) This Agreement shall be governed by and construed and enforced in accordance with the laws and in the courts of the State where the Hospital is located.

(f) Hospital may assign this Agreement, without the consent of Transferor, to an entity that directly or indirectly controls, is controlled by, or is under common control with, Hospital. For the purposes of this paragraph, the terms "control" means, with respect to a person, the authority, directly or indirectly, to (i) act as controlling member, shareholder or partner or such person, (ii) appoint, elect or approve at least a majority of the individual members, shareholders or partners of such person, or (iii) appoint, elect or approve at least a majority of the governing body of such person. Except as set forth above, neither party may assign this Agreement or any obligation hereunder without first obtaining the written consent of the other party. Any attempted delegation or assigning in violation of this paragraph shall be null and void. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, administrators, successors and permitted assigns. Nothing expressed or referred to in this Agreement will be construed to give any person other than the parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement, except such rights as shall inure to a successor or permitted assignee pursuant to this paragraph.

(g) In the event that any legal action or other proceedings, including arbitration, is brought for the enforcement of this Agreement or because of an alleged dispute of breach, the prevailing party shall be awarded its costs of suit and reasonable attorney's fees.

(h) All notices, consents, waivers and other communications required or permitted by this Agreement shall be in writing and shall be deemed given to a party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); or (b) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses and marked to the attention of the person (by name or title) designated below (or to such other address or person as a party may designate by notice to the other parties):

If to Hospital:	Saint Thomas Health 102 Woodmont Blvd., Suite 800 Nashville, TN 37205
With a copy to:	Ascension Southeast Legal Services 102 Woodmont Blvd., Suite 600 Nashville, TN 37205
If to Transferor:	Sumner Regional Medical Center, LLC 555 Hartsville Pike Gallatin, TN 37066

(i) The headings of the various sections of this Agreement are inserted merely for convenience and do not expressly or by implication limit, define or extend the specific terms of the sections so designated. Any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.

(j) This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Patient Transfer Agreement as of the date first above written.

HOSPITAL:

SAINT THOMAS MIDTOWN HOSPITAL
SAINT THOMAS WEST HOSPITAL
SAINT THOMAS RUTHERFORD HOSPITAL
SAINT THOMAS HICKMAN HOSPITAL
SAINT THOMAS DEKALB HOSPITAL
SAINT THOMA HIGHLANDS HOSPITAL
SAINT THOMAS RIVER PARK HOSPITAL
SAINT THOMAS STONES RIVER HOSPITAL
BY: SAINT THOMAS HEALTH, their parent

DocuSigned by:
By: Michelle Robertson
Name: Michelle Robertson
Title: Chief Operating Officer
Date: 4/29/2019

TRANSFEROR:

Sumner Regional Medical Center, LLC

By:
Name: PAT BOLANDER
Title: CFO
Date: 4/26/19

Attachment 8C

Frequent Charges and Medicare Reimbursement

Attachment 9C

Charges of Similar Providers

Attachment 3Q

Licensure/Certification/Accreditation

License No. 116
No. Beds 167

State of Tennessee

Health Facilities Commission

Board for Licensing Health Care Facilities

This is to certify that a license is hereby granted by the Health Facilities Commission to SUMNER REGIONAL MEDICAL CENTER, LLC to conduct and maintain an Hospital
SUMNER REGIONAL MEDICAL CENTER
Located at 555 HARTSVILLE PIKE, GALLATIN TN 37066
County of SUMNER, TENNESSEE.

The license shall expire June 25, 2025 and is subject to the provisions of Chapter 11, Tennessee Code Annotated. This license shall not be assignable or transferable and shall be subject to revocation at any time by the Health Facilities Commission, for failure to comply with the laws of the State of Tennessee or the rules and regulations of the Health Facilities Commission issued thereunder.

In Witness Whereof, we have hereunto set our hand and seal of the State
this 27th day June, 2024.

HFC

GENERAL HOSPITAL
PEDIATRIC GENERAL HOSPITAL
STEMI-REFERRING CENTER
STROKE RELATED-PRIMARY
TRAUMA CENTER LEVEL 3

By Caroline R Ogren, Esq. C.H.C.
Director, Licensure & Regulation

By
Executive Director

The Joint Commission

May 23, 2022

Susan Peach, BSN, MBA
CEO
Sumner Regional Medical Center, LLC
555 Hartsville Pike
Gallatin, TN 37066

Joint Commission ID #: 7832
Program: Hospital Accreditation
Accreditation Activity: 60-day Evidence of Standards Compliance
Accreditation Activity Completed : 5/18/2022

Dear Ms. Peach:

The Joint Commission is pleased to grant your organization an accreditation decision of Accredited for all services surveyed under the applicable manual(s) noted below:

Comprehensive Accreditation Manual for Hospitals

This accreditation cycle is effective beginning March 19, 2022 and is customarily valid for up to 36 months. Please note, The Joint Commission reserves the right to shorten the duration of the cycle.
Please note, if your survey was conducted off-site (virtually): Your organization may be required to undergo an on-site survey once The Joint Commission has determined that conditions are appropriate to conduct on-site survey activity.

Should you wish to promote your accreditation decision, please view the information listed under the'Publicity Kit' link located on your secure extranet site, The Joint Commission Connect.

The Joint Commission will update your accreditation decision on Quality Check®.

Congratulations on your achievement.

Sincerely,

Mark Pelletier

Mark G. Pelletier, RN, MS
Chief Operating Officer and Chief Nurse Executive
Division of Accreditation and Certification Operations

Additional Document 1

Highpoint Health Hospitals

in Davidson and Sumner Counties

Highpoint Health System with Ascension Saint Thomas is a regional health system majority-owned by Lifepoint Health, which includes Highpoint Health – Sumner and Highpoint Health – Sumner Station in Gallatin, Highpoint Health – Trousdale in Hartsville, Highpoint Health – Riverview in Carthage and more than 15 affiliated clinics and sites of care. The healthcare system's partnership with Ascension Saint Thomas brings together these organizations' clinical excellence, best practices and talented caregivers to collaborate in new ways that improve access to clinical programs and specialty care for patients and communities while expanding access to high quality care and services in Northern Middle Tennessee.

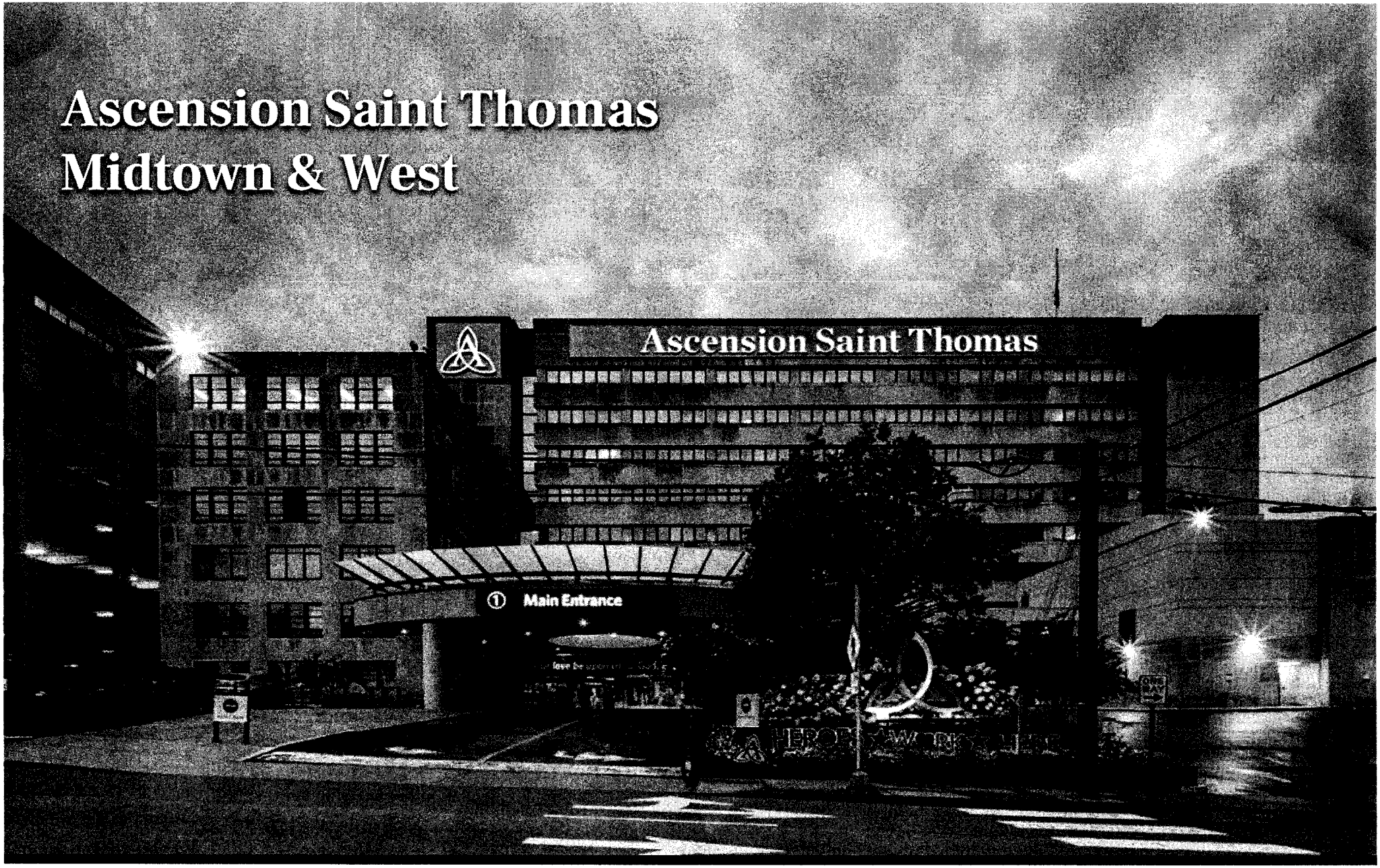
Highpoint Health serves the healthcare needs of the communities of northern Middle Tennessee through three hospitals, including:

- Highpoint Health – Sumner, the 155-bed flagship hospital located in Gallatin
- Highpoint Health – Riverview, a 25-bed critical access hospital in Carthage
- Highpoint Health – Trousdale, a 25-bed critical access hospital in Hartsville

Lifepoint Health is a leading healthcare provider that serves patients, clinicians, communities, and partner organizations across the healthcare continuum. Driven by a mission of *making communities healthier®*, the company has a growing diversified healthcare delivery network comprised of more than 50,000 dedicated employees, 60 community hospital campuses, more than 60 rehabilitation and behavioral health hospitals and 250 additional sites of care, including managed acute rehabilitation units, outpatient centers and post-acute care facilities. Through its innovation strategy, Lifepoint Forward, the company is developing meaningful solutions to enhance quality, increase access to care, and improve value across the Lifepoint footprint and communities across the country. For more information about the company, visit www.LifepointHealth.net.

About Ascension Saint Thomas

Ascension Saint Thomas is a leading health care system with a 125-year history of providing care to the community, and is the only faith-based, nonprofit health system in Middle Tennessee. Today, the health system offers a highly comprehensive system of care, with more than 250 sites of care that cover a 45-county area in Tennessee consisting of 13 hospitals and a network of affiliated joint ventures, medical practices, clinics and specialty facilities. Across the state, Ascension Saint Thomas and its partner organizations employ more than 10,700 dedicated associates who care for millions of patients each year. Ascension Saint Thomas is part of Ascension, one of the nation's largest faith-based healthcare organizations committed to delivering compassionate, personalized care to all, with special attention to persons living in poverty and those most vulnerable. Ascension includes approximately 134,000 associates, 35,000 affiliated providers and 140 hospitals, serving communities in 19 states and the District of Columbia. Visit www.ascension.org.



Ascension
Saint Thomas

Ascension Saint Thomas | Midtown & West Recognition

Ascension Saint Thomas earned a "**High Performing**" rating for the below procedures and conditions in recognition of care that was significantly better than the national average, as measured by factors such as patient outcomes. "**High Performing**" is the highest rating U.S. News awards for this type of care.

Ascension Saint Thomas currently ranks #2 in the region and #6 in the state of Tennessee.

- Aortic Valve Surgery
- Chronic obstructive pulmonary disease (COPD)
- Heart Attack
- Heart Bypass Surgery
- Heart Failure
- Hip Replacement
- Knee Replacement
- Leukemia, Lymphoma & Myeloma
- Lung Cancer Surgery
- Transcather Aortic Valve Replacement (TAVR)

Clinical Services

- Bariatrics and Weight Loss
- Cardiac
- Chaplin Services
- Critical Care
- Pulmonary Rehabilitation Services
- Chest Pain and Stroke Network
- Diabetes
- Diagnostic Imaging
- Donor Care Services
- Emergency Services
- Gastroenterology
- Infusion Services
- Joint Replacement
- Laboratory Services
- Malignant Hematology
- Neurosciences
- Neonatal Services
- OB/GYN
- Oncology
- Orthopedics
- Palliative Care
- Pharmacy Services
- Robotic Surgical Procedures
- Spine
- Surgical Services
- Telemedicine
- Transplant (Kidney, Heart)
- Wound Care

Our Year in Review | Awards and Accreditations - Midtown & West

Midtown

- Triennial certification
- Primary Stroke Center
- Total Hip
- Total Knee
- Hip Fracture
- Chest Pain Center

West

- Comprehensive Stroke Center
- Total Hip
- Total Knee
- Hip Fracture
- Chest Pain
- Ventricular Assist Device (VAD)

American Heart Association.

Midtown

Get with the Guidelines

- **AFIB** Gold Quality Achievement Award
- **Stroke** Gold Plus Achievement Award, Type 2 Diabetes Honor roll, Target Stroke Honor Roll

West

Get with the Guidelines

- **Stroke** Gold Plus
- Target: **Stroke** Elite Plus Honor Roll
- Target: **Type 2 Diabetes** Honor Roll
- Target: **Stroke** Advanced Therapy Honor Roll
- **AFIB** Gold Quality Achievement Award

Mitral Valve Repair Reference Award

Other Achievements

Midtown

- Certified as an **Orthopedic Aetna Institute of Quality**
- Certified as a Blue Distinction Center for **Total Hip Arthroplasty** and **Total Knee Arthroplasty**
- Participant in **TIPQC** projects
  - **Promotion of Vaginal Delivery**
  - **Severe Maternal Hypertension**
  - **Cardiac Conditions in Obstetric Care**
- TIPQC 5-Star Rating for **Optimal Cord Clamping Project**
- Commission on Cancer **Integrated Network Cancer Program** (CoC)
- National Accreditation Program for **Breast Cancer** (NAPBC)
- National Accreditation Program for **Rectal Cancer** (NAPRC)

West

- CMS 4 Star Rating
- **Orthopedic** Aetna Institute of Quality Certification
- Blue Distinction Center for **Total Hip Arthroplasty and Total Knee Arthroplasty**
- Center of Excellence in **Hernia Surgery**
- Highest 3 star **TAVR** rating

Saint Thomas Awards and Recognition

Ascension Saint Thomas continues to provide excellence service and compassionate care. See our awards and recognition below.

Joint Commission Disease Specific Certifications

- **Total Joint Replacement (Hip and Knee)** - Ascension Saint Thomas Hospital Midtown, Ascension Saint Thomas Rutherford and Ascension Saint Thomas Hospital West
- **Chest Pain** - Ascension Saint Thomas Highlands, Ascension Saint Thomas Stones River, Ascension Saint Thomas Dekalb, Asension Saint Thomas Rutherford, Ascension Saint Thomas Hospital Midtown, and Ascension Saint Thomas Hospital West
- **Advanced Comprehensive Stroke** - Ascension Saint Thomas Hospital West
- **Advanced Primary Stroke** - Ascension Saint Thomas Hospital Midtown and Ascension Saint Thomas Rutherford
- **Advanced Ventricular Assist Device (VAD)** - Ascension Saint Thomas Hospital West

Cardiac

- **Joint Commission Chest Pain Certification** - Ascension Saint Thomas Highlands, Ascension Saint Thomas Stones River, Ascension Saint Thomas Dekalb, Ascension Saint Thomas Rutherford, Ascension Saint Thomas Hospital Midtown, and Ascension Saint Thomas Hospital West
- **Joint Commission Advanced Ventricular Assist Device (VAD) Certification** – Ascension Saint Thomas Hospital West
- **ICAEL Echo Lab Accreditation** – Ascension Saint Thomas Hospital West
- **Truven Top 50 Cardiovascular Hospital** – Ascension Saint Thomas Hospital West
- **Truven Top 100 Hospital 14 Consecutive Years** – Ascension Saint Thomas Hospital West
    - 1 of 5 in the Nation
- Becker's 2016 Top 100 Cardiac Hospitals - Ascension Saint Thomas Hospital West
- STS 3-Star Site - Ascension Saint Thomas Hospital West and Ascension Saint Thomas Hospital Midtown

Saint Thomas Cancer Care

- The only Commission on Cancer Accredited Integrated Network Cancer Program with Commendation in Tennessee, uniting the cancer programs of Ascension Saint Thomas Hospital Midtown, Ascension Saint Thomas Rutherford, and Ascension Saint Thomas Hospital West.

- Largest National Accreditation Program for Breast Centers Breast Cancer Program in Tennessee with more than 1000 breast cancers diagnosed and/or treated in 2016 in our facilities

- Certified Quality Breast Center of Excellence, the highest level of recognition in the National Quality Measures for Breast Centers Program of the National Consortium of Breast Centers, Inc.

- Designated as a Breast Imaging Center of Excellence by American College of Radiology

- ADDARIO Lung Cancer Foundation Centers of Excellence

Orthopedics

- **Joint Commission Accreditation** - for Total Hip Arthroplasty and Total Knee Arthroplasty – Ascension Saint Thomas Hospital Midtown and Ascension Saint Thomas Rutherford

- **Joint Commission Accreditation** - for Total Hip Arthroplasty, Total Knee Arthroplasty, and Hip Fracture – Ascension Saint Thomas Hospital West
- **Blue Cross Blue Shield** – Blue Distinction Center for Total Hip Arthroplasty and Total Knee Arthroplasty – Saint Thomas Midtown, Saint Thomas West, Saint Thomas Rutherford
- **Aetna Institute of Quality** – Total Knee Arthroplasty and Total Hip Arthroplasty – Saint Thomas Midtown, Saint Thomas West, Saint Thomas Rutherford
- Saint Thomas Midtown - First hospital in Tennessee to earn the Joint Commission Gold Seal of Approval for Total Hip and Knee Replacement

- Saint Thomas West - Care Chex ranked #1 in Tennessee and #28 nationally for Total Hip Arthroplasty and Total Knee Arthroplasty

Women's and Children's Services

- **Baby Friendly Designation by Baby Friendly USA, Inc.** - Ascension Saint Thomas Hospital Midtown
- **Safe Sleep Gold Designation** – Ascension Saint Thomas Hospital Midtown

- **Safe Sleep Silver Designation** – Ascension Saint Thomas Rutherford

Bariatrics

- **MBSAQIP Accredited Comprehensive Center Certification for Bariatric Surgery** - Ascension Saint Thomas Hospital Midtown
- **Aetna Institutes of Quality (IOQ) Bariatric Center** – Ascension Saint Thomas Hospital Midtown
- **Clinical Sciences Institute of Optum Bariatric Center of Excellence Network** – Ascension Saint Thomas Hospital Midtown

HIMSS Analytics Electronic Medical Record (EMR) Adoption Model

Ascension Saint Thomas Hospital Midtown, Ascension Saint Thomas Rutherford and Ascension Saint Thomas Hospital West have Stage 6 of the HIMSS Analytics Electronic Medical Record (EMR) Adoption Model. Stage 6 hospitals have achieved a significant advancement in their IT capabilities that positions them to successfully address many of the upcoming industry transformations we will be experiencing in the near future (e.g., HIPAA Claims Attachment, pay for performance, and government quality reporting programs). Stage 6 hospitals are also well positioned to provide data to key stakeholders (e.g., payers, the

government, physicians, consumers, and employers) to support electronic health record (EHR) environments and regional health information organizations (RHIOs).

Additional Document 2

Drive Time Studies

DISTANCES AND DRIVE TIMES FROM PROPOSED SUMNER REGIONAL FSED IN WHITE HOUSE TO EXISTING EMERGENCY ROOMS IN THE PRIMARY SERVICE AREA -- 9 ZIP CODES											
				Proposed SRMC FSED In White House		HCA Northcrest Med .Cntr. In Springfield		HCA Portland FSED In Portland		HCA Hendersonville Med. Cntr. In Hendersonville	
Zip Code	Zip Code Name	Largest Community	County	Distance	Drive Time	Distance	Drive Time	Distance	Drive Time	Distance	Drive Time
37048	Cottontown	Walnut Grove	Sumner	9.2 mi	15 min	27 mi	41 min	13 mi	20 min	13.4 mi	22 min
37049	Cross Plains	Cross Plains	Robertson	8.7 mi	14 min	14.5 mi	24 min	12.7 mi	19 min	19.8 mi	34 min
37072	Millersville	Millersville	Sumner	7.5 mi	13 min	18.5 mi	27 min	23.3 mi	28 min	11.2 mi	20 min
37073	Greenbrier	Greenbrier	Robertson	10.9 mi	17 min	8.7 mi	14 min	24.8 mi	32 min	16.5 mi	27 min
37075	Shackle Island	Hendersonville	Sumner	8.9 mi	14 min	20.8 mi	36 min	23.3 mi	33 min	3.6 mi	8 min
37141	Orlinda	Orlinda	Robertson	13.4 mi	21 min	15.5 mi	27 min	12 mi	17 min	24.5 mi	41 min
37148	Portland	Portland	Sumner	14.5 mi	22 min	28.9 mi	42 min	0 mi	0 min	25.5 mi	32 min
37172	Springfield	Springfield	Robertson	24.1 mi	40 min	2.5 mi	8 min	25 mi	36 miin	24.1 mi	40 min
37188	White House	White House	Robertson	0 mi	0 min	15 mi	27 min	15.7 mi	20 min	12.5 mi	22 min

Source: Google Maps 7-23-24.

Additional Document 3

72C Insurance Plans

Highpoint Sumner
Contracted Group Healthplans and Networks

Aetna
Elect Choice
Choice Point of Service
HMO
Open Choice PPO
Open Access
PPO
Meritain
Vanderbilt

Blue Cross
Network S
Network P
Out of State

Cigna
Allied Cigna
HMO
Open Access
Open Access Plus
Local Plus
Oscar
PPO

Greatwest Life
HMO
PPO

Exchange Plans
Ambetter
Ascension
Blue Cross PPO
Blue Cross Select
Humana
Oscar

Medicare Advantage Plans
AARP MC Complete
Aetna HMO
Aetna PPO
Blue Care HMO
Blue Care PPO
Blue Care Plus
Cigna
Devoted
Farm Bureau
Humana Choice HMO
Humana Choice PPO
Humana Gold Plus
UHC Complete Care
UHC Community Plan
UHC Dual Complete
UHC PPO
Wellcare Cenetene
Wellpoint

Tenncare
Blue Care
Select
United Healthcare
Wellpoint
BC Cover Kids
UHC Cover kids

United Healthcare
Choice Plus
Golden Rule
Navigate
Options PPO
Oxford
River Valley
Surest

United Medical Resources
Great West
The TN Plan
United Healthcare Choice

Multiplan
PHCS
Provider Network of America
Signature Health Alliance

Additional Document 4

Q B5 Legal Settlements

Additional Document 5

Medical Equipment Costing $50,000 or More

WHITE HOUSE FSED--ITEMS COSTING $50,000 OR MORE PER UNIT			
EQUIPMENT ITEM	PRETAX UNIT PRICE	SALES TAX @ 9.25%	TOTAL COST
CT	$473,000	$44,935	$517,935
Radiographic Unit	$500,000	$47,500	$547,500
Ultrasound Unit	$75,000	$7,125	$82,125
C-Arm	$175,000	$16,625	$191,625
Portable Radioographic	$300,000	$28,500	$328,500
Medication Dispensing Unit	$200,000	$19,000	$219,000
Nurse Station Monitoring System	$175,000	$16,625	$191,625
Transportable Ventilator	$55,000	$5,225	$60,225
TOTALS, ALL EQUIPMENT			$2,138,535

P

Attachment 9A

Site Control (Legal Interest in Site)

Attachment

Bed Counts

(The Highpoint FSED Has No Inpatient Beds)