



State of Tennessee
Health Facilities Commission
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Health Facilities Commission
Cordell Hull State Legislative Building
Senate Hearing Room 1
425 N Rep. John Lewis Way
Nashville, TN 37243

Wednesday, August 26, 2026
9:00 a.m. CST

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. ELECTION OF VICE-CHAIR**
- IV. JULY 22, 2026 MINUTES APPROVAL**
- V. CONFLICT OF INTEREST DECLARATIONS**
- VI. HEALTHCARE FACILITIES LICENSURE AND DISCIPLINARY CONSENT CALENDAR**

A. License Status Requests

1. Viviant Healthcare of Bristol, Bristol – NH #262

Viviant Healthcare of Bristol is requesting an extension for their license to remain inactive status for one (1) additional year. This facility is presently vacant while it is being marketed for sale. Currently Viviant Healthcare of Bristol is on inactive status through September 2026.

B. BOARD POLICY(IES)

THE FOLLOWING NURSING HOMES ARE REQUESTING A WAIVER TO PROVIDE OUTPATIENT THERAPY SERVICES AS PROVIDED FOR BY BOARD POLICY #32:

1. Foothills Transitional Care and Rehabilitation, Maryville-NH #13

THE FOLLOWING NURSING HOMES ARE REQUESTING TO WAIVE NURSING HOME REGULATIONS 0720-18-.04(1) FOR TENNESSEE REPLACEMENT IS HIRED OR RECEIVE IS/HER LICENSURE IN TENNESSEE BY BOARD POLICY #81:

1. Antioch TN Opco, LLC, Antioch-NH #51

Amy Elizabeth Stanley, Temporary Administrator

C. Consideration and Ratification Licensure Applications – Change of Ownership (CHOW) and Initials

1. Qualifying Applications (Initials)

Home Health Agencies

C.B. Helping Hands, LLC, Clinton – File #730
Ramona Gallaher, Knoxville – File #705

a. Home Medical Equipment

180 Medical, Inc., Oklahoma City, OK – File #1567
Binson's Hospital Supplies, Inc., Center Line, MI – File #1566
Byram Healthcare Centers, Inc., Downers Grove, IL-File #1581
Diabetic Equipment and Supplies, LLC dba Diabetic Equipment and Supplies, Angola, IN – File #1577
KabaFusion TN, LLC, Nashville, TN – File #1579
Medical Services of America, Inc. dba MedXpress, Lexington, SC – File #1585
Holland Medical Services, Inc. dba Sleep Central, Murray, KY – File #1588
Wilmington Medical Supply, Inc., Wilmington, NC – File #1589

2. Qualifying Applications – (CHOWS)

a. Nursing Homes

Hartsville Rehab and Healthcare fka Hartsville Convalescent Center, Hartsville – License #273

3. Applications - Change of Ownership (CHOW's and Initials)- Special Consideration

a. (INITIALS)

N/A

b. (CHOWS)

N/A

D. License Status Updates

a. Closed Facility Listing for July 2026.

b. Regional Med Extended Care Hospital, LLC d/b/a Regional One Health Extended Care Hospital, Memphis – Hospital #186

Advis has given formal notice of the anticipated closure of Regional Med Extended Care Hospital, LLC d/b/a Regional One Health Extended Care Hospital located at 890 Madison Avenue, 4th Floor, Memphis, TN 38103 effective September 1, 2026. A public notification has been issued in local newspaper to provide proper notification of closure and the cessation of hospital operations.

c. St. Thomas Home Health, LLC dba Ascension at Home Saint Thomas, Nashville -HHA-194

The staff at St. Thomas Home Health, LLC dba Ascension at Home, located at 402 BNA Drive, Bldg. 100, Suite 320, Nashville, are working remotely from August 5th to the end of the week. The building is closed due to bed bug treatment taking place in the building and a reinspection after seven (7) days. A sign has been placed on the door and phones are being answered remotely; therefore, patients will continue to be able to reach office staff as usual and patient care will not be affected

E. Disciplinary Orders and Orders of Compliance

(Unless otherwise indicated, all payments are due within thirty (30) calendar days of the effective date of the Order.)

1. Assisted Care Living Facilities

a. South High Senior Living, ACLF, Lic. No. 514

CIVIL PENALTIES: One (1) Civil Monetary Penalty in the amount of **one thousand dollars (\$1,000.00).**

b. The Goldton at Spring Hill, ACLF, Lic. No. 455

Civil Penalties: One (1) Civil Monetary Penalty in the amount of **one thousand dollars (\$1,000.00).**

c. Germantown Plantation Senior Living Community, ACLF, Lic. No. 251

CIVIL PENALTIES: One (1) Civil Monetary Penalty in the amount of one thousand five-hundred dollars (\$1,500.00).

d. Morning Pointe of Brentwood, ACLF, Lic. No. 364

CIVIL PENALTIES: One (1) Civil Monetary Penalty in the amount of **one thousand five hundred dollars (\$1,500.00).**

e. The Pavilion Assisted Living, ACLF, Lic. No. 480

CIVIL PENALTIES: Two (2) Civil Monetary Penalty in the amount of one thousand dollars (\$1,000.00) each, **for a total of (\$2,000.00).**

f. Charter Senior Living of Cleveland, ACLF, Lic. No. 115

CIVIL PENALTIES: One (1) Civil Monetary Penalty in the amount of three thousand dollars (\$3,000.00); and one (1) Civil Monetary Penalty in the amount of one thousand dollars (\$1,000), **for a total of four thousand dollars (\$4,000).**

g. The Etheridge House Assisted Living, ACLF, Lic. No. 20

CIVIL PENALTIES: One (1) Civil Monetary Penalty in the amount of one thousand dollars (\$1,000.00).

2. Adult Care Home

a. Quiet Oaks Adult Care Home, ACH, Lic. No. 6

Probation:

- Not to exceed twelve (12) months,
- Submit monthly reports to ETRO on or before the 15th of each month with current information regarding the facility's Quality Assurance and Performance Improvement (QAPI) efforts;
- Must appear if requested by the Commission during probationary period;
- The facility shall request an Order of Compliance from Commission staff at the end of its probationary period;
- Respondent shall submit to the Commission's ETRO written assurances of licensed personnel hired to administer medications, along with schedules of said licensed personnel. Respondent must alert the Commission's ETRO of any changes in said personnel schedules with five (5) calendar days of any changes made.

Civil Penalties: Two (2) Civil Monetary Penalties in the amount of one thousand dollars (\$1,000.00) each, **for a total of (\$2,000.00).**

3. Orders of Compliance

Park View Meadows, ACLF, Lic. No. 117
Harmony at Brentwood, ACLF, Lic. No. 460
Harmony at Mt. Juliet, ACLF, Lic. No. 501

4. Contingent CHOWS

a. TerraBella Athens, ACLF, Lic. No. 149 – Contingent CHOW

Change of Ownership will be GRANTED subject to payment of the Civil Monetary Penalties. Payment must be made within thirty (30) days of the effective date of this order. Failure to pay will result in DENIAL of the facility's Change of Ownership (CHOW) application.

Civil Penalties: One (1) Civil Monetary Penalty in the amount of one thousand dollars (\$1,000.00). Two (2) Civil Penalties in the amount of three thousand dollars (\$3,000.00) each. One Civil Monetary Penalty in the amount of five hundred dollars (\$500.00), **for a total of (\$7,500.00).**

b. TerraBella Morristown, ACLF, Lic. No. 198 – Contingent CHOW

Change of Ownership will be GRANTED subject to payment of the Civil Monetary Penalties. Payment must be made within thirty (30) days of the effective date of this order. Failure to pay will result in DENIAL of the facility's Change of Ownership (CHOW) application.

Civil Penalties: One (1) Civil Monetary Penalty in the amount of one thousand dollars (\$1,000.00). **For a total of (\$1,000.00)**

c. StoryPoint Cordova, ACLF, Lic. No. 505- Contingent CHOW

Change of Ownership will be GRANTED subject to payment of the Civil Monetary Penalties. Payment must be made within thirty (30) days of the effective date of this order. Failure to pay will result in DENIAL of the facility's Change of Ownership (CHOW) application.

Civil Penalties: One (1) Civil Monetary Penalty in the amount of one thousand dollars (\$1,000.00). One (1) Civil Monetary Penalty in the amount of two thousand dollars (\$2,000.00). Two (2) Civil Monetary Penalties in the amount of three thousand dollars (\$3,000.00) each **for a total of nine thousand dollars (\$9,000.00).**

d. Deane Hill Place, ACLF, Lic. No. 88 – Contingent CHOW

Change of Ownership will be GRANTED subject to payment of the Civil Monetary Penalties. Payment must be made within thirty (30) days of the effective date of this order. Failure to pay will result in DENIAL of the facility's Change of Ownership (CHOW) application.

Civil Penalties: One (1) Civil Monetary Penalty in the amount of one thousand dollars (\$1,000.00); One (1) Civil Monetary Penalty in the amount of three thousand dollars (\$3,000.00); and Two (2) Civil Monetary Penalties in the amount of two thousand dollars (\$2,000.00) each, **for a total of eight thousand dollars (\$8,000.00)**

e. The Rivers at Maryland Farms, ACLF, Lic. No. 103 – Contingent CHOW

Change of Ownership will be GRANTED subject to the contingencies outlined: Failure to comply with each contingency listed below, will result in DENIAL of the facility's Change of Ownership (CHOW) application

Within ten {10} days of the ratification of the Commission's Order, the Respondent shall submit to the Commission for approval an acceptable Plan of Correction for any outstanding deficiencies that have been cited against the Facility.

As part of its corrective actions that began upon transition of Facility management to Greenbrier on May 1, 2026, which included security and environmental safety assessments and resulted in the implementation of the Sage door alert system, redevelopment of corrective actions plans following review of previously cited deficiencies and established standardized compliance oversight

and quality assurance processes, and implementation of a fall mitigation process, Respondent must do each of the following:

- Continue enhanced resident supervision measures and additional staffing support initiated upon management change while resident needs, transitions, and operational stability are evaluated.
- Continued implementation of approved capital and infrastructure improvements, including electronic access control enhancements, HVAC replacement, cooling tower replacement, and other facility improvement projects, subject to delays occasioned by parts or equipment shortages, contractor availability and the like.
- Continued evaluation of operational workflows, pharmacy services, documentation processes, technology enhancements, and vendor-supported programs to support regulatory compliance and resident safety.
- Transitioning pharmacy services from a mail-order pharmacy model to a local pharmacy provider to support more timely courier delivery of medications, improved medication availability, and enhanced operational support for medication management.
- Continuing to evaluate the effectiveness of programs implemented by prior management.
- Continuing to evaluate staffing structure, leadership roles, and clinical oversight needs. Greenbrier has replaced the Director of Health and Wellness with the new Director who began on July 20, 2026, A Memory Care Nurse also was hired and transitioned into the role on July 20, 2026.
- Regional support continues weekly and will be adjusted as needed based on the Facility's operational, clinical, and regulatory needs.

The Commission hereby authorizes Commission staff to issue Applicant's wall license subject to the agreement of the Respondent to the conditions set forth in this Order within thirty (30) days of the ratification of this Order by the Commission Board. Should the conditions of paragraph 46 not be satisfied during the duration of the Facility's probation, the Commission is authorized to take disciplinary action against the license as permitted by law.

Respondent voluntarily agrees to allow the appointment of a temporary manager ("TM"), provided for as follows:

- The Executive Director would appoint and engage a TM in consultation the Respondent; however, the Health Facilities Commission through the Executive Director and HFC Staff would have the final decision regarding selection of the entity to be TM.
- The TM would work in conjunction with the existing manager, Greenbrier, for up to 12 months with the shared goal of bringing the Facility back into full compliance and improving the culture at the Facility.

- Greenbrier would remain in place as manager of record; the intent would be not to "displace" Greenbrier (as the manager) with the TM.
- Other than and subject to decisions made by the TM on an individual basis to terminate/hire certain employees, all existing employees in the Facility would remain employed by and report to Greenbrier management (rather than full-scale replacement of all staff) and Greenbrier management will report to TM.
- For the avoidance of resident disruption, all existing resident agreements would remain in place, again subject to decisions on the continued stay and/or discharge of individual residents based on assessments.
- The TM would have final decision-making authority on operational matters, to be exercised in consultation with Greenbrier.
- To ensure the expectations of the Commission, TM, Greenbrier and Respondent are aligned during the period a temporary manager is in place, the parties would execute a brief three-party memorandum of understanding, outlining the scope of the TM's role and the working relationship with Greenbrier.
- The TM would agree to work expeditiously to assist in the correction of any deficient conditions in the Facility, and the period of temporary management shall last no longer than is necessary to correct the conditions in the Facility.
- In lieu of civil monetary penalties, Respondent shall be liable for the costs of the TM appointed as outlined in paragraph 48, until the TM has reasonably determined that the deficiencies have been corrected.
- Respondent shall be placed on probation for a period not to exceed six (6) months from the effective date of this Order.
- If specifically requested by the Commission during the probationary period, a representative of Respondent shall appear in person at a regularly scheduled Commission meeting to discuss any issues of noncompliance.
- Pursuant to T.C.A. § 68-1 l-207(e)(6), the Commission is authorized at any time during the probation to remove the probationary status of the Facility's license, based on information presented to it showing that the conditions identified by the Commission have been corrected and are reasonably likely to remain corrected. The request to lift probation must be heard at a regularly scheduled meeting of the Commission. At that time, the Facility may also make a request to the Commission to remove the imposition of the TM. If the facility can prove compliance with all terms of this Order, the Commission's consideration of the request to remove the imposition of the TM shall not be unreasonably withheld or delayed.

- The Facility shall request an Order of Compliance from the Commission staff at the end of its probationary period. If the Facility is in compliance at that time, the Order of Compliance will be prepared by Commission staff and presented at the next regularly scheduled Commission meeting. The Commission shall make the final determination of whether to terminate the Facility's probation.
- If the outstanding deficiencies cited against the Facility remain outstanding at the end of the probationary period, the Commission may reasonably extend the period of probation.
- The Commission agrees to resurvey the Facility for correction of the underlying conditions and that the Facility or licensee complies with the conditions for the probation to be lifted as set forth in the commissioner's order as provided by T.C.A. § 68-11-252(k), unless otherwise waived by Respondent.
- Each condition of this Order is a separate and distinct condition. If any condition of this Order, or any application thereof, is declared unenforceable in whole, in part, or to any extent, the remainder of this Order, and all other applications thereof, shall not be affected. Each condition of this Order shall separately be valid and enforceable to the fullest extent permitted by law.

F. HEALTHCARE FACILITIES LICENSE REGULAR CALENDAR

1. Facility Waiver Requests

N/A

2. Discussion(s)

N/A

3. Reports

Trauma – Robert Seesholtz, Director

a. N/A

Nurse Aide/Abuse Registry – Ann R. Reed, Deputy Director

a. July 2026 Nurse Aide Registry/Abuse Registry Report.

Qualifying Applications (Initials)

List of Providers for Ratifying Quality Service License – Consent Calendar

Other Affiliations

Coffee County Tullahoma PET Scan Center (PET)

List of Providers for Ratifying Quality Service License – Regular Calendar

Shelby County Paragon Imaging (MRI)

VII. CONFLICT OF INTEREST DECLARATIONS

VIII. CON CERTIFICATE OF NEED APPLICATIONS

A. St. Thomas West Hospital dba St. Thomas Midtown, Mt. Juliet (Wilson County) TN CN2605-014

For the establishment of a freestanding emergency department (FSED) located at the Southern portion of the Legacy Pointe development, commonly known as Lot 12, near the intersection of Bear Crossing and Legacy Pointe Boulevard, Mt. Juliet (Wilson County), Tennessee 37122. The proposed FSED will consist of approximately 11,250 square feet with 10 exam rooms, including 1 trauma room, imaging services, lab and associated support space. The service area for the proposed FSED has been defined as the ZIP codes 37122 (Mount Juliet), 37087 (Lebanon), and 37090 (Lebanon). The applicant is owned by Saint Thomas Health. Estimated project cost: \$23,000,000.

OPPOSITION: TriStar Summit Medical Center

IX. GENERAL COUNSEL REPORT

X. EXECUTIVE DIRECTOR'S UPDATE

XI. OTHER BUSINESS

XII. ADJOURNMENT