HEALTH SERVICES AND DEVELOPMENT AGENCY MEETING
DECEMBER 15, 2021
APPLICATION REVIEW

NAME OF PROJECT:	Caris Healthcare
PROJECT NUMBER:	CN2109-030
ADDRESS:	2525 Perimeter Circle, Suite 136 Nashville (Davidson County), TN 37214
LEGAL OWNER:	Caris Healthcare, L.P. P.O. Box 30474 Knoxville (Knox County), TN 37930
OPERATING ENTITY:	N/A
CONTACT PERSON:	Dere R. Brown (615) 890-2020
DATE FILED:	October 1, 2021
PROJECT COST:	$5,500.00
PURPOSE FOR FILING:	Addition of Coffee County to Caris HealthCare, Nashville In-Home Hospice License #606

Staff Review

Note to Agency members: This staff review is an analysis of the statutory criteria of Need, Consumer Advantage Attributed to Competition, and Quality Standards, including data verification of the original application and, if applicable, supplemental responses submitted by the applicant. Any HSDA Staff comments will be presented as a "Note to Agency members" in bold italic.

PROJECT DESCRIPTION

The addition of Coffee County to the existing 22-county in-home hospice service area of Caris HealthCare, Nashville License #606, with a parent office located at 2525 Perimeter Circle, Suite 136 Nashville (Davidson County), TN 37214. If approved, Coffee County will be removed from Caris Healthcare license #605 with a parent office located at 642 Heritage Park Drive, Suite 101 and 102, Murfreesboro (Rutherford County), TN. The proposed service area is Coffee County.

If approved, the applicant plans to open a branch office in Coffee County sometime in the future to serve patients in the south-central area of Middle Tennessee.

Executive Summary

- Please see application Item 1E. on page 6 for the applicant's executive summary overview that includes project description, ownership, service area, existing similar service providers, project cost, and staffing.

Consent Calendar: ☒ **Yes** ☐ No

- Executive Director's Consent Memo Attached: ☒ Yes ☐ Not applicable

Facility Information

- The applicant has leased office space consisting of 4,961 square feet.
- Parent office for this Hospice Agency is located at 2525 Perimeter Circle, Suite 136 Nashville (Davidson County), TN 37214.

Ownership

- The applicant is owned by Caris Healthcare L.P.
- Caris Healthcare, L.P. has one (1) general partner, National Hospice, Inc. with 1% ownership, and one (1) limited partner, NHC/OP, L.P. with 99% ownership.

Project Cost Chart

- The only fees associated with this project are Legal, Administrative, and Consultant Fees ($2,500), and a Filing Fee ($3,000).
- For other details on Project Cost, see the Project Cost Chart on page 9R of the original application.

NEED

The applicant provided the following supporting the need for the proposed project**:**

- Caris Healthcare currently provides in-home hospice care to patients in Coffee County through its Murfreesboro License #605, but is seeking to shift administrative and clinical operational control of Coffee County to its Nashville License #606.
- The applicant is not proposing to add any additional service area or services to its existing licensed hospice agency when one considers the surrender of the same requested county from another license. Consequently, the Hospice Need methodology to add additional hospice services will not be affected.

(For applicant discussion, see the Original Application, Item 2.E., Page 7)

SERVICE SPECIFIC CRITERIA AND STANDARD REVIEW-HOSPICE SERVICES

- All applicable criteria and standards were met except for the following:

Item 17b. For a hospice that is expanding its existing Service Area:

i. There is a need shown of at least 40 additional hospice service recipients in each of the new counties being added to the existing Service Area.

The Hospice Penetration Rate at 80% calculated a surplus of 156 hospice patents in Coffee County. It appears that this criterion has not been met. However, upon approval, the applicant (Caris Healthcare-License #606) proposes to surrender Coffee County from its sister agencies' in-home hospice license (Caris Healthcare-License #605) that is under common ownership with the applicant. As a result, there will be no net increase in counties served.

Attached to the summary is Attachment 1N-Hospice Services that includes a full listing of the criteria and standards and the applicant's responses.

Service Area Demographics

- The proposed primary service area consists of Coffee County. (*See Attachment 2N for a county level map*).
- The target population is the age 65 and older cohort. (*See page 12 in the original application for more demographic detail.*)

	2021 Population		2025 Population		% Change		TennCare %
	Total	65+	Total	65+	Total	65+	
Service Area	56,797	10,417	58,146	11,379	2.38%	9.23%	27.06%
Tennessee Total	6,942,653	1,219,922	7,153,758	1,348,336	3.04%	10.53%	23.00%

Source: The Tennessee Department of Health, Division of Policy, Planning and Assessment, Office of Health Statistics; *Division of TennCare Enrollment Data July 2021, Original Application, Page 12.*

- The applicant did not identify any specific health disparities in Coffee County. Please see Item 4N., Page 12 for the applicant's response.

Note to Agency member: HSDA staff analysis of health disparities in Coffee County indicates TennCare Enrollment of 27.06% is higher than the statewide average of 23.00%. In addition, the 65+ population residing in Coffee County (19.57%) is lightly higher than the statewide average of 18.85%.

Service Area- Historical Utilization
Utilization trends for Coffee County in-home hospice providers are shown below:

	Total Patients			
# of Agencies	2018	2019	2020	% Change 18-20
7	377	425	451	+19.6%

Source: *CN2109-030, Caris Healthcare, Page 13R*

- Please refer to Item 5N, Page 13R, in the application Need Section for a complete listing of each provider's specific three-year utilization in the proposed service area.

Applicant's Historical and Projected Utilization
The following table indicates the applicant's historical and projected utilization.

Caris Healthcare, Murfreesboro, License #605 (Sister Agency					**Caris Healthcare, Nashville, License #606 (Applicant)**	
2018 Patient Days	**2019 Patient Days**	**2020 Patient Days**	**% Change 18-20**		**Year 1 2022 Patient Days**	**Year 2 2023 Patient Days**
237	315	300	+26.6%		1,460	2,920

Source: *CN2109-030, Caris Healthcare, Original Application, Pages 10-11 and 13R*

- The Coffee County historical patient days of 300 patient days in Year 2020 is based on 10 patients served by the applicant's sister in-home hospice agency, Caris Healthcare (Murfreesboro), license #605.
- The applicant's projections of 1,460 patient days in Year One (2022) is based on an average daily census of 4 patients. The average length of stay for a hospice patient is 88 days. Based on this methodology, Caris Healthcare projects 17 total patients within Year 1 (1,460 total days/88 days=17).

CONSUMER ADVANTAGE ATTRIBUTED TO COMPETITION

Charges

- The applicant's proposed net charge is $190.00 per day for Routine Care. Medicare reimburses providers via a perspective payment system. Providers are compensated equally based on the particular service rendered.
- The historical data chart charges listed below is calculated from the applicant's sister in-home hospice agency, Caris Healthcare (Murfreesboro), license #605.
- The proposed net charges of $141.75 in Year One and $142.57 in Year Two are based on revenue listed in the projected data chart.

	Historical Data Chart			Projected Data Chart	
	Previous Yr. 1	Previous Yr. 2	Previous Yr. 3	Year 1 2022	Year 2 2023
Gross Charges	150.11	150.82	N/A	151.17	152.04
Deduction from Revenue	(9.09)	(9.41)	N/A	(9.47)	(9.47)
Average Net Charges	141.02	141.41	N/A	141.75	142.57

Source: *CN2109-030, Caris Healthcare, Original Application, Page 17*

Project Payor Mix

	Percentage of Gross Operating Revenue				
	Medicare	**Medicaid**	**Commercial**	**Self-Pay**	**Charity Care**
Year 1	92.90%	3.80%	1.70%	1.60%	$3,178
Year 2	92.90%	3.80%	1.70%	1.60%	$6,393

Source: *CN2109-030, Caris Healthcare, Original Application, Page 18*

- Please refer to Item 9C. in the Consumer Advantage section of the application for specific Payor Mix information.

Agreements

- The applicant has established agreements, or will be seeking agreements, with nine (9) nursing homes in Coffee County.
- The applicant provides a complete listing of their current nursing home agreements and commercial contracts on pages 14-15 of the original application.

Staffing

The applicant's Year One proposed direct patient care staffing includes the following:

	Year One
Direct Patient Care Positions	5.00
Non-Patient Care Positions	0.00
Contractual Staff	0.00
Total	5.00

Source: *CN2109-030, Caris Healthcare, Original Application, Page 21R*

- Please refer to Item 8Q. in the Quality Section of the application for specific staffing information.

QUALITY STANDARDS

The applicant commits to obtaining and/or maintaining the following:

Licensure	Medicare/TennCare	Certification	Accreditation
Tennessee Department of Health	Yes	Medicare and TennCare	None Reported

Source: *CN2109-030, Caris Healthcare, Original Application, Page 19*

- Caris Healthcare is currently contracted with the following TennCare MCO's: Amerigroup; Bluecare; TennCare Select; and United Healthcare Community Plan.
- Caris Healthcare is a member of the National Hospice and Palliative Care Organization and Tennessee Hospice Organization.

LICENSING AGENCY

Licensing Agency: ☒ Department of Health
☐ Department of Mental Health and Substance Abuse Services
☐ Intellectual and Developmental Disabilities

Licensing Agency Comments Attached: ☐ Yes ☒ No

CERTIFICATE OF NEED INFORMATION FOR THE APPLICANT:

There are no other Letters of Intent, denied or pending applications, or outstanding Certificates of Need for this applicant.

National HealthCare Corporation has an interest in this project and the following:

Outstanding Certificates of Need

Project Name	**NHC-Baptist Memorial Care, LLC-CN2101-006A**
Project Cost	**$6,540,471**
Approval Date	**April 28,2021**
Description	The project was approved for the establishment of an 18-bed geriatric mental health hospital located at an unaddressed site at West Poplar Avenue and Shea Road, Collierville (Shelby County), TN 38017. The applicant is owned through a joint venture of National Healthcare Corporation (90.7%) and Baptist Memorial Health Care (9.3%). The Tennessee service area consists of Fayette, Hardeman, Shelby, and Tipton Counties. The Mississippi service area consists of Benton, Desoto, Marshall, and Tate Counties.
Project Status	10-25-2021 (Email) - Conceptual site plans are in process and underway with due diligence on the entitlements (re-zoning & site plan approval).
Expiration	June 1, 2023

Project Name	**Natchez Center for Behavioral Medicine, CN2009-029A**
Project Cost	$5,709,429
Approval Date	February 1, 2024.
Description	The project was approved for the establishment of a 16-bed geriatric mental health hospital located at an unaddressed site at Highway 46 and Turkey Creek Road, Dickson (Dickson County), TN 37055. The primary service area consists of Benton, Cheatham, Dickson, Hickman, Houston, Humphrey, and Stewart Counties. Natchez Center for Behavioral Medicine, LLC is owned through a joint venture created by affiliates of National Healthcare Corporation (90%) and Reliant Healthcare, LLC (10%).
Project Status	10-25-2021 (Email) - Due to changes in CON regulations for psychiatric hospitals, NHC is conducting an internal project review of this project.
Expiration	February 1, 2024.

Project Name	**Knoxville Center for Behavioral Medicine, LLC–CN1911-047A**
Project Cost	**$28,400,000**
Approval Date	**February 26, 2020**
Description	The project was approved for the construction a 64-bed inpatient mental health hospital licensed by the Tennessee Department of Mental Health and Substance Abuse Services that will serve patients Ages 18+. Forty-eight beds will serve adult patients from ages 18-64, and sixteen beds will provide care for geriatric patients aged 65+. Knoxville Center for Behavioral Medicine is a new joint venture entity owned by affiliates of National Healthcare Corporation, Inc. (NHC), Tennova (TNO), the University of Tennessee Medical Center (UTMC), and Reliant Healthcare Corporation (RHC).
Project Status	10-25-2021 (Email) - Construction is approximately 60% complete and is on-schedule to receive Certificate of Occupancy Feb 2022.
Expiration	$28,400,000

Project Name	**The Health Center of Hermitage, CN1404-011AEE**
Project Cost	**$19,241,697.00**
Approval Date	June 25,2014
Description	The project was approved for the change of site/relocation of 90 beds to be Medicare certified as approved and unimplemented in CN1306-022A from the original unaddressed 13-acre site at Bell Road near Woodland Point Road and Couchville Pike in Nashville, Davidson County, Tennessee to a new site containing approximately 14.02 acres at 4214 Central Pike, Hermitage, Davidson County, Tennessee. The project was <u>not</u> subject to the 125-bed Nursing Home Bed Pool for the 2013-2014 state fiscal year period.
Project Status	Progress Report (7-30-21) - Construction has not started, COVID-19 has delayed the development of the site.
Expiration	August 1, 2022. ***Note: The extension of the project's original expiration date from August 1, 2017 to August 1, 2019 was approved at the December 14, 2016 Agency meeting and an additional 3 year extension to August 2022 was approved at the June 26, 2019 Agency meeting.***

CERTIFICATE OF NEED INFORMATION FOR OTHER SERVICE AREA FACILITIES:

There are no other Letters of Intent, denied or pending applications, or outstanding Certificates of Need applications for other health care organizations in the service area proposing this type of service.

TAW (11/12/2021)

CRITERION AND STANDARDS

Original Application

NOTE: Supplemental responses to criterion and standards follows in the supplemental attachments.

Attachment 1N

Hospice Services

STANDARDS AND CRITERIA APPLICABLE TO TOTAL HOSPICE

1. **Adequate Staffing:** 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. Importantly, the applicant must document that such qualified personnel are available for hire to work in the proposed service area. In this regard, an applicant should demonstrate its willingness to comply with the general staffing guidelines and qualifications set forth by the National Hospice and Palliative Care Organization.

   RESPONSE: Caris Healthcare has been providing hospice services throughout the State of Tennessee for over 17 years and has experience and the ability to recruit, hire, train, assess competencies of, supervise and retain the appropriate numbers of quality personnel to provide hospice services. Staff is often acquired from local advertising, recruitment at area colleges, and word of mouth from other employees. The Nashville parent office along with its branch offices are staffed and can provide the care, supervision of the staff, and service delivery.

   Caris is consistent with this principle and has a long outstanding history with developing, recruitment and retention of a quality health care workforce. In Year 1, Caris Healthcare projects 5.0 direct patient care FTEs for this project. Caris Healthcare currently and will continue to comply with all State, Federal and National Hospice and Palliative Care Organization's staffing guidelines.

2. **Community Linkage Plan**: The applicant shall provide a community linkage plan that demonstrates factors such as, but not limited to, relationships with appropriate health care system providers/services and working agreements with other related community services assuring continuity of care focusing on coordinated, integrated systems. Letters from physicians in support of the application should detail specific instances of unment need for hospice services.

   RESPONSE: Caris Healthcare has developed strong community linkages throughout the State of Tennessee. Community linkages ensure that Caris Healthcare is an active participant in the continuum of health care services and allows Caris Healthcare to deliver quality care to its patients. It is the intent of this agency to meet all the requirements of the State Department of Public Health regarding agreements, contractual arrangements and participation by health care professionals. Agreements are established or will be established between all relevant health care providers in the community including but not limited to the following:

   Autumn Oaks
   Bailey Manor
   Brookdale
   Manchester Center for Rehabilitation and Healing
   McArthur Manor
   Morningpointe
   Legacy Health & Rehab
   Life Care of Tullahoma
   NHC HealthCare, Tullahoma

   It is the intent of this agency to meet all the requirements of the State Department of Public Health with regard to agreements, contractual arrangements and participation by health care professionals.

3. **Proposed Charges:** The applicant should list its benefit level charges, which should be reasonable in comparison with those of other similar facilities in the Service Area or in adjoining service areas.

RESPONSE: Medicare reimburses providers via a perspective payment system. Providers are compensated equally based on the particular service rendered. Following are Caris' proposed charges.

	2022 (estimate)
Routine	$190
Continuous Care	$1,400
Inpatient Respite	$450
General Inpatient	$1,000

*2022 Estimate based on FY2022 Hospice Wage Index

4. **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 the 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 in the proposed service area.

RESPONSE: Caris Healthcare is an existing provider of hospice services which is accessible to all appropriately referred hospice patients. It is and will continue to be Caris Healthcare's policy to be readily accessible to consumers. Caris will continue to train staff and volunteers in the latest appropriate care regimens. In addition, the existing agency is available for student training programs in conjunction with local community colleges and universities.

Caris Healthcare serves all patients, without discrimination, including patients without the financial means to pay for their care.

5. **Indigent Care:** The applicant should include a plan for its care of indigency patients in the Service Area, including:

a. Demonstration of a plan to work with community-based organizations in the Service Area to develop a support system to provide hospice services to the indigent and to conduct outreach and education efforts about hospice services.
b. Details about how the applicant plans to provide this outreach
c. Details about how the applicant plans to fundraise in order to provide indigent and/or charity care.

RESPONSE: According to the 2020 Joint Annual Report for Hospice Agencies, Caris Healthcare (Nashville) provided over $200,000 in Charity Care. Caris Healthcare serves all patients, without discrimination, including patients without the financial means to pay for their care. A Caris Social Worker is assigned to all patients, including those with an indigent status. The Social Worker will assist patients with obtaining resources and securing healthcare coverage if possible. Caris Social Worker helps patients apply for Medicare/Medicaid and disability benefits, refers to CHOICES or comparable home based programs, and reaches out to local Area Agency on Aging and Disability to secure additional resources.

6. **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. Additionally, the applicant should provide documentation that it is, or intends to be, fully accredited by the Joint Commission, the Community Health Accrediation Program, Inc. the Accreditation Commission for Health Care, another accrediting body with deeming authority for

hospice services from the Centers for Medicare and Medicaid Services (CMS) or CMS licensing survey, and/or other third party quality oversight organization. The applicant should inform the HSDA of any other hospice agencies operating in other states with common ownership to the applicant of 50% or higher, or with common management, and provide a summary or overview of those agencies' latest surveys/inspections and any Department of Justice investigations and/or settlements.

Rationale: This information will help inform the HSDA about the quality of care the applicant's common ownership and/or management provides in other states and the likelihood of its providing similar quality of care in Tennessee.

RESPONSE: Caris is a member of The National Hospice and Palliative Care Organization and Tennessee Hospice Organization. Outside of Tennessee, Caris operates in Georgia, Missouri, South Carolina and Virginia.

As a hospice provider it is surveyed at the State and Federal (CMS) level. Care Compare on Medicare.gov is the official CMS website for publicly reporting quality measures for care provided by hospice and other health care providers. This site, which replaced the original Hospice Compare in 2020, was created to help consumers compare hospice providers' performance and assist consumers in making decisions that are right for them. Caris compares favorably both at the State level and the national level regarding these measurements. Caris ranks above the national average in providing high-quality hospice care. The scores compare approximately 4,000 Medicare-certified hospice providers on their performance using specific quality measures.

Hospice Compare Quality Measures	Caris Healthcare	National Average
Patients or caregivers who were asked about treatment preferences, such as hospitalization and resuscitation at the beginning of hospice care	99.5%	98.4%
Patients or caregivers who were asked about their beliefs and values at the beginning of hospice care	99.4%	93.9%
Patients who were checked for pain at the beginning of hospice care	100%	94.2%
Patients who got a timely and thorough pain assessment when pain was identified as a problem	93.9%	78.7%
Patients who were checked for shortness of breath at the beginning of hospice care	99.8%	97.4%
Patients who got timely treatment for shortness of breath	98.0%	94.7%
Patients taking opioid pain medication who were offered care for constipation	94.3%	93.5%

Source: www.medicare.gov/care-compare

Hospice providers are required to submit timely data to the CMS Hospice Quality Reporting Program (HQRP) as required by Section 1814(i)(5) of the Social Security Act. The HQRP includes data submitted by hospices through the Hospice Item Set (HIS) data collection tool, data from Medicare hospice claims, and an experience of care survey, the Hospice Consumer Assessment of Healthcare Providers and Systems (CAHPS®) Survey. All Medicare-certified hospice providers must comply with both of these reporting requirements. The HQRP is currently "pay-for-reporting," meaning it is the timely submission and acceptance of complete data that determines compliance with HQRP requirements. Performance level is not a consideration when determining market basket updates (referred to as Annual Payment Updates (APU)). Reporting compliance is determined by successfully fulfilling both the CAHPS® Hospice Survey requirements and the HIS data submission requirements. All of Caris Healthcare's location successfully met QRP Reporting Requirements for 2020.

HOSPICES THAT SUCCESSFULLY MET QRP REPORTING REQUIREMENTS FOR FY 2020 APU

111777	CARIS HEALTHCARE	127 BATTLEFIELD CROSSSING COURT	RINGGOLD	GA	30736
261655	CARIS HEALTHCARE	13995 CLAYTON RD	TOWN AND COUNTRY	MO	63017
441584	CARIS HEALTHCARE	242 HERITAGE PARK DRIVE SUITE 101	MURFREESBORO	TN	37129
441585	CARIS HEALTHCARE	10651 COWARD MILL RD SUITE B	KNOXVILLE	TN	37931
441586	CARIS HEALTHCARE	2525 PERIMETER PLACE DRIVE SUITE 131	NASHVILLE	TN	37214
441587	CARIS HEALTHCARE	110 A WEST SPRINGBROOK DR STE A	JOHNSON CITY	TN	37604
441590	CARIS HEALTHCARE	5959 SHALLOWFORD ROAD SUITE 551	CHATTANOOGA	TN	37421
441593	CARIS HEALTHCARE	17410 HIGHWAY 64	SOMERVILLE	TN	38068
441594	CARIS HEALTHCARE	2308A MEMORIAL BLVD	SPRINGFIELD	TN	37172
441595	CARIS HEALTHCARE	421 OLD RICEVILLE ROAD, SUITE 3	ATHENS	TN	37303
421584	CARIS HEALTHCARE, GREENVILLE	111 SMITH HINES ROAD, SUITE D	GREENVILLE	SC	29607
261659	CARIS HEALTHCARE, KANSAS CITY	3980 SOUTH JACKSON DRIVE	INDEPENDENCE	MO	64057
491601	CARIS HEALTHCARE, LP - BRISTOL	1701 EUCLID AVE, SUITE H	BRISTOL	VA	24201

Source: https://www.cms.gov/Medicare/Quality-Initiatives-Patient-Assessment-Instruments/Hospice-Quality-Reporting/Downloads/PAC-Hospice-FY2020-APU-Compliant-List.pdf

7. **Data Requirements**: Applicants shall agree to provide the Department of Health and/or the Health Services and Development Agency 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 of practice, existing data reporting streams will be relied upon and adapted over time to collect all needed information.

   Caris Healthcare agrees to provide the TDH, and 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.

8. **Education:** The applicant should provide details of its plan in the Service Area to educate physicians, other health care providers, hospital discharge planners, public health nursing agencies, and others in the community about the need for timely referral of hospice patients.

   RESPONSE: Caris currently provides hospice services throughout the State of Tennessee. Caris currently has agreements with area hospitals and nursing homes in the service area. A Caris Representative will continue to provide education regarding the hospice benefit to physicians, discharge planners, nursing home and assisted living communities, and community residents through educational in-services and community events. Caris will continue to provide memorial services and grief support to bereaved family members of patients served in the service area.

Items 9-16 are related to Residential Hospice Services and Not Applicable.

17. **Need Formula:** The need for Hospice Services should be determined by using the following Hospice Need Formula, which should be applied to each county in Tennessee:

   A / B = Hospice Penetration Rate

   Where:

   A = the mean annual number of Hospice unduplicated patients served in a county for the preceding two calendar years as reported by the Tennessee Department of Health.

   and

   B = the mean annual number of Deaths in a county for the preceding two calendar years as reported by the Tennessee Department of Health.

Note that the Tennessee Department of Health Joint Annual Report of Hospice Services defines "unduplicated patients served" as "number of patients receiving services on day one of reporting period plus number of admissions during the reporting period."

Need should be established in a Service Area as follows:

a. For a hospice that is initiating hospice services:

   i. The Hospice Penetration Rate for the entire proposed Service Area is less than 80% of the SMHPR;

AND

   ii. There is a need shown for at least 100 total additional hospice service recipients in the proposed Service Area, provided, however, that every county in the Service Area shows a positive need for additional hospice service recipients.

Preference should be given to application that include in a proposed Service Area only counties with a Hospice Penetration Rate that is less than 80% of the SMHPR; however, an application may include a county or counties that meet or exceed the SMHPR if the applicant provides good reason, as determined by the HSDA, for the inclusion of any such county and: 1) if the HSDA finds that such inclusion contributes to the orderly development of the healthcare system in any such county, and 2) the HSDA finds that such inclusion is not intended to include a county or counties that meet(s) or exceed(s) the SMHPR solely for the purpose of gaining entry into such county or counties. Letters of support from referring physicians in any such county noting the details of specific instances of unmet need should be provided by the applicant.

b. For a hospice that is expanding its existing Service Area:

   i. There is a need shown of at least 40 additional hospice service recipients in each of the new counties being added to the existing Service Area:

Taking into account the above guidelines, the following formula to determine the demand for additional hospice service recipients should be applied to each county, and the results should be aggregated for the proposed service area:

(80% of the Statewide Median Hospice Penetration Rate – County Hospice Penetration Rate) x B

Rationale – 17a: The Division believes that hospice services in Tennessee are underutilized, most likely as a result of community and societal norms and a need for more education to the general public on the benefits of hospice. Consequently, the Division believes that hospice services should be encouraged, within reason, in Tennessee and that providing broader opportunities for these services will help educate the public as to their value. Under 17a, the ability to include within a Service Area a county that meets or exceeds the SMHPR should assist in the grouping of counties within a Service Area, thus providing more hospice services opportunities, provided that there is no detriment to the orderly development of the healthcare system as a result.

The Tennessee Hospice Association and other stakeholders provided information that 120 hospice service recipients is a larger than necessary number to ensure economic sufficiency of a hospice that is initiating hospice services. Consensus opinion appears to agree that 100 hospice service recipients is a sufficient number.

Rationale – 17b: Other states provide for the ability of an existing hospice to expand its Service Area where positive need is shown at 40-50% of the criterion required for a new hospice to institute services, thus a number of 40 additional hospice service recipients is suggested. Existing agencies are presumed to have the infrastructure in place for such expansion.

RESPONSE: The applicant is not proposing to add any additional service area or services to its existing licensed hospice agency when one considers the surrender of the same requested county from another license. Consequently, the Hospice Need methodology, to add additional hospice services will not be affected by this request. However, following is 2019-2020 Hospice Rates and Project Need as calculated by Tennessee Department of Health for Coffee County.

	Hospice Patients Served			Total Hospice Deaths*			Hospice Penetration Rate	**Hospice Penetration Rate and Patient Need/(Surplus)**	
County Name	**2019**	**2020**	**Mean**	**2019**	**2020**	**Mean**	**Mean Number of Patients/Mean Number of Deaths**	**(Median Rate)*80%**	**(Median Rate)*85%**
								0.442	0.470
Coffee	453	452	453	595	746	671	0.675	(156)	(137)

Caris Healthcare, Nashville (Davidson County) is the parent hospice location that is currently licensed to service twenty-two Tennessee Counties. The Nashville office is also licensed for two branch offices located in Columbia (Maury County) and Dickson (Dickson County). Caris Healthcare is committed to providing the highest quality care at maximum efficiency throughout the licensed service area and the State of Tennessee. Upon approval of this project, Caris will be able to serve the patients of Coffee County more efficiently. It is Caris' goal to open, in the future, an additional branch office to better serve patients in Coffee and in surrounding counties in the south-central service area.

18. **Assessment Period:** After approval by the HSDA of a hospice service CON application, no new hospice services CON application – whether for the initiation of services or for the expansion of services – should be considered for any county that is added to or becomes part of a Service Area until JAR data for hospice services can be analyzed and assessed by the Division to determine the impact of the approval of the CON.

Assessment Period Rationale: This Standard is designed to ensure that the impact of the provision of hospice services as a result of the approval of a new CON is accounted for in any future need calculations for a Service Area.

RESPONSE: Not Applicable, no new hospice services are being proposed in Coffee County.

LETTER OF INTENT

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

LETTER OF INTENT

The Publication of Intent is to be published in the *Tullahoma News* which is a newspaper of general circulation in Coffee *County*, Tennessee, on or before September 15, 2021 for one day.

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. §68-11-1601 et seq., and the Rules of the Health Services and Development Agency, that Caris Healthcare , hospice owned by Caris Healthcare L.P. with an ownership type of Limited Partnership and to be managed by Caris Healthcare L.P. intends to file an application for a Certificate of Need for the addition of Coffee County to Caris Healthcare's existing hospice license #606 which currently includes the following counties of Bedford, Cheatham, Davidson, Dickson, Franklin, Giles, Hardin, Hickman, Houston, Humphreys, Lawrence, Lewis, Lincoln, Marshall, Maury, Montgomery, Moore, Perry, Rutherford, Stewart, Wayne and Williamson. The parent office for this Hospice Agency is located at 2525 Perimeter Circle, Suite 136, Nashville, Davidson County. The estimated project cost is $3,000. If approved, Coffee County will be removed from Caris Healthcare license #605 located at 242 Heritage Park Drive, Suite 101 & 102, in Murfreesboro, Rutherford County, Tennessee.

The anticipated date of filing the application is October 1, 2021.

The contact person for this project is Dere R. Brown, Director of Health Planning and Licensure/Certification who may be reached at National HealthCare Corporation, 100 E. Vine Street, 12th Floor, Murfreesboro, TN 37130 615-890-2020.

Dere R. Brown	9-15-21	dbrown@nhccare.com
Signature of Contact	**Date**	**Contact's Email Address**

The Letter of Intent must be received between the first and the fifteenth day of the month. If the last day for filing is a Saturday, Sunday, or State Holiday, filing must occur on the preceding business day. File this form at the following email address: hsda.staff@tn.gov . Applicants seeking simultaneous review must publish between the sixteenth day and the last day of the month of publication by the original applicant.

The published Letter of Intent must contain the following statement pursuant to T.C.A. §68-11-1607 (c)(1). (A) Any health care institution wishing to oppose a Certificate of Need application must file a written notice with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services Development Agency meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application must file written objection with the Health Services and Development Agency at prior to the consideration of the application by the Agency.

ORIGINAL APPLICATION

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

1A. Name of Facility, Agency, or Institution

Caris Healthcare		
Name		
2525 Perimeter Circle, Suite 136		Davidson
Street or Route		**County**
Nashville	TN	37214
City	**State**	**Zip**
www.carishealthcare.com		
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

Dere R. Brown		Director of Health Planning
Name		**Title**
National HealthCare Corporation		dbrown@nhccare.com
Company Name		**Email Address**
100 E. Vine Street		
Street or Route		
Murfreesboro	TN	37130
City	**State**	**Zip**
Authorized Representative		615-890-2020
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: 9/15/21

Date LOI was Published: 9/15/21

RESPONSE: Please see Attachment 3A at the end of the application.

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

- ☐ Establish New Health Care Institution
- ☐ Addition of a Specialty to an Ambulatory Surgical Treatment Center (ASTC)
- ☐ Change in Bed Complement
- X Initiation of Health Care Service as Defined in §TCA 68-11-1607(3) Specify: add Coffee County to existing hospice license # 606 and removing from existing license # 605
- ☐ Relocation
- ☐ Initiation of MRI Service
- ☐ MRI Unit Increase
- ☐ Satellite Emergency Department
- ☐ Addition of ASTC Specialty
- ☐ Initiation of Cardiac Catheterization
- ☐ Addition of Therapeutic Catheterization
- ☐ Estalishment/Initiation of a Non-Residential Substitution Based Opioid Treatment Center
- ☐ Linear Accelerator Service
- ☐ Positron Emission Tomography (PET) Service

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 (Specify): _____
- ☐ Ambulatory Surgical Treatment Center (ASTC) – Multi-Specialty
- ☐ Ambulatory Surgical Treatment Center (ASTC) – Single Specialty
- ☐ Home Health
- X 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 (Specify):_____

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

Caris Healthcare L.P.		
Name		
P.O. Box 30474		865-694-4762
Street or Route		**Phone Number**
Knoxville	TN	37930-0474
City	**State**	**Zip**

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

- ☐ Sole Proprietorship
- ☐ Partnership
- X 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: Caris Healthcare, L.P. has one (1) general partner, National Hospice, Inc. with 1% ownership, and one (1) limited partner, NHC/OP, L.P. with 99% ownership. **Please See Attachment 7A for a copy of the Limited Partnership Agreement, Certificate of Existence and Organizational Chart for Caris HealthCare L.P.**

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

Not 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.
- X 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.
- ☐ Other (Specify) _____

RESPONSE: The project involves the addition of Coffee County to the existing service area of Caris HealthCare, Nashville license #606. Please see Attachment 9A for the lease of Caris Healthcare, Nashville parent office location.

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: Not Applicable; however, please see Attachment 10A for Caris Healthcare, Nashville parent office floor plan.

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: Not Applicable, the nature of this service is to deliver care in a patient's home.

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: Not Applicable, application is for a hospice agency.

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 X 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 X 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: Caris Healthcare ("Caris") is applying for a Certificate of Need ("CON") for the addition of Coffee County to the existing service area of Caris HealthCare, Nashville license # 606. Currently, Coffee County hospice patients who use Caris HealthCare for services receive those services through Caris HealthCare, Murfreesboro license # 605. If the CON is approved, Coffee county will be added to Caris HealthCare license #606 and removed from Caris Healthcare license #605. Consequently, no net increase in counties served will be realized as part of this CON request.

- Ownership structure

  RESPONSE: Caris HealthCare, L.P. is a limited partnership and the ownership structure consists of NHC/OP, L.P. (99%), and National Hospice, Inc. (1%). Caris HealthCare L.P. has been providing hospice services in the State of Tennessee for over 18 years with 15 hospice agencies. Caris believes all patients and their family members deserve the best care and treatment throughout their time with us. Caris has 28 offices in Tennessee, Virginia, Missouri, South Carolina and Georgia.

- Service Area: Coffee County

  RESPONSE: Caris HealthCare is requesting the addition of Coffee County to the existing service area of Caris HealthCare, Nashville license #606. If approved, Coffee County will be removed from license #605 Caris HealthCare, Murfreesboro.

- Existing similar service providers:

  RESPONSE: There are currently seven (7) existing hospice providers servicing Coffee County. Home Health Care of East Tennessee and Hospice (Bradley Co.), Hospice Compassus -The Highland Rim (Coffee Co.), Alive Hospice, Aseracare Hospice-Nashville, Avalon Hospice (Davidson Co.), Lincoln Medical Home Health & Hospice (Lincoln) and Caris Healthcare (Rutherford)

- Project Cost:

  RESPONSE: If a CON is granted, the project can be accomplished through filing the necessary paperwork with licensure and CMS at minimal cost. Therefore, the minimal filing fee of $3,000 will be incurred to file a CON with the agency.

- Staffing

RESPONSE: The applicant anticipates 5.0 direct patient care positions.

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: The applicant is not proposing to add any additional service area or services to its existing licensed hospice agency when one considers the surrender of the same requested county from another license. Consequently, the Hospice Need methodology to add additional hospice services will not be affected by this request.

- Quality Standards

  RESPONSE: Caris as a hospice provider, is surveyed both at the State and Federal level. Caris compares favorably, both at the State level and the national level, regarding hospice care measurements. Since opening in 2003, Caris has operated in good standing according to the rules of the State of Tennessee, Department of Health and has maintained all applicable state licenses in good standing.

- Consumer Advantage

  - Choice

    RESPONSE: This project is consistent in that is supports a continuum of care model where patients are allowed to elect to follow a palliative care path for end of life diagnoses. Hospice care provides patients a choice to live their final days of life in the least restrictive and least costly option available.

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

    RESPONSE: Caris Healthcare is an existing provider of hospice services which is accessible to all appropriately referred hospice patients. It is and will continue to be Caris Healthcare's policy to be readily accessible to consumers. Caris will continue to train staff and volunteers in the latest appropriate care regimens. In addition, the existing agency is available for student training programs in conjunction with local community colleges and universities.

  - Affordability

    RESPONSE: In light of the current reimbursement system, the per diem payment is meant to cover all of the hospice services and items needed to manage the beneficiary's care. While this application reflects Caris Healthcare's commitment to better care for Medicare and Medicaid patients, the importance of meeting the needs of all socioeconomic strata has not been overlooked. Caris Healthcare's quality of care standards apply equally to all patients, regardless of ability to pay.

3E. Consent Calendar Justification

X Consent Calendar 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.

☐ Consent Calendar **NOT** Requested

Supplemental 1
October 12, 2021

4E. PROJECT COST CHART

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

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: Please see Attachment 1N at the end of the application as it relates to the applicable criteria and standards for a hospice agency.

2N. Identify the proposed service area and provide justification for its reasonableness. 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: The service area for this proposed project is Coffee County. This is a reasonable area since hospice services are provided within a patient's home. Caris currently sees patients in Coffee County through its Murfreesboro license but is seeking to shift Coffee County to its Nashville license. **Please see the county level map in Attachment 2N at the end of the application.**

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

Service Area Counties	**Historical Utilization-County Residents – Most Recent Year (Year= 2020)**	**% of Total** ☐ **Procedures** ☐ **Cases** X **Patients** ☐ **Other (Specify):**
Coffee County	10	100%
Total	10	100%

Source: 2020 Joint Annual Report Schedule F

Service Area Counties	Projected Utilization-County Residents – Year 1 (Year= 2022)	% of Total ☐ Procedures ☐ Cases X Patients ☐ Other (Specify):
Coffee	17	100%
Total	17	100%

Year 1 projections are based on 1,460 patient days with ALOS of 88 days.

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

RESPONSE: In 2021, Coffee County had an estimated total population of 56,797. Official sources indicate that Coffee County will grow by approximately 2.38 percent or 1,349 persons by 2025. Coffee County had an estimated 10,417 seniors (age 65 and older) in 2021. By 2025, seniors are expected to grow by approximately 9.23 percent and reach 11,379, an increase of 962 persons. The primary population to be served by the proposal are those over the age of 65

The current TennCare Enrollment Data available as of July 2021 reports approximately 27.06 percent of Coffee County are enrolled in TennCare compared to 23.00 percent for Tennessee.

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 (www.census.gov).

Demographic Variable/Geographic Area	Department of Health/Health Statistics							Census Bureau				TennCare	
	Total Population-Current Year ___	Total Population-Projected Year ___	Total Population-% Change	*Target Population-___ Current Year ___	Target Population-Project Year ___	Target Population-% Change	Target Population Projected Year as % of Total	Median Age	Median Household Income	Person Below Poverty Level	Person Below Poverty Level as % of Total	TennCare Enrollees	TennCare Enrollees as % of Total
County A													
County B, etc.													
Service Area Total													
State of TN Total													

** Target Population is population that project will primarily serve. For example, nursing home, home health agency, and hospice agency projects typically primarily serve the Age 65+ population. Projected Year is defined in select service-specific criteria and standards. If Projected Year is not defined, default should be four years from current year, e.g., if Current Year is 2022, then default Projected Year is 2026.*

Be sure to identify the target population, e.g. Age 65+, the current year and projected year being used.

RESPONSE: Please see table below for Coffee County.

	Department of Health/Human Statistics							Bureau of the Census				TennCare	
Demographic Variable/Geographic Area	Total Population - Current Year - 2021	Total Population - Projected Year - 2025	Total Population - % Change	*Target Population 65+- Current Year- 2021	*Target Population 65+ - Projected Year - 2025	*Target Population - % Change	Target Population Projected Year as % of Total	Median Age	Median Household Income	Person Below Poverty Level	Person Below Poverty Level as % of Total	TennCare Enrollees July 2021	TennCare Enrollees as % of Total
Coffee County	56,797	58,146	2.38%	10,417	11,379	9.23%	19.57%	39.7	$50,351	8,179	14.40%	15,371	27.06%
State of TN Total	6,942,653	7,153,758	3.04%	1,219,922	1,348,336	10.53%	18.85%	38.7	$53,320	965,029	13.90%	1,596,949	23.00%

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: Not Applicable, Caris Healthcare is an existing provider of hospice service which is accessible to all appropriately referred hospice patients.

It is and will continue to be Caris Healthcare's policy to be readily accessible to consumers. The need for hospice service is evidenced by the demographics. Caris will continue to train staff and volunteers in the latest appropriate care regimens. In addition, the existing agency is available for student training programs in conjunction with local community colleges and universities.

While this application reflects Caris Healthcare's commitment to better care for Medicare and Medicaid patients, the importance of meeting the needs of all socioeconomic strata has not been overlooked. Caris Healthcare's quality of care standards apply equally to all patients, regardless of ability to pay.

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: Please see the following requested information relating to the hospice agencies within the service area, which was gathered from the 2018, 2019 and 2020 Joint Annual Report for Hospice Agencies for a description of existing agencies in the area and their most recent published utilization data. Project does not have inpatient beds; therefore, that part of the question is Not Applicable. There are not any outstanding CONs for hospice services in Coffee County.

Total Patients Served in Coffee County by Agency

	Agency	Base County	Total Patients 2018	2019	2020
1	Home Health Care of East Tennessee and Hospice/Adoration	Bradley	0	0	51
2	Hospice Compassus – The Highland Rim	Coffee	243	289	258
3	Alive Hospice	Davidson	31	36	30
4	Aseracare Hospice – Nashville/Amedisys	Davidson	7	2	2
5	Avalon Hospice	Davidson	86	87	100
6	Lincoln Medical Home Health & Hospice	Lincoln	0	0	0
7	Caris Healthcare	Rutherford	10	11	10
	Total		377	425	451
	Caris Healthcare*	Davidson	1	0	1

Source: TN JAR Summary Report for Hospice Agencies 2018, 2019, 2020 Schedule F
* Caris Healthcare, Nashville reported utilization in Coffee County; however, this information was reported in error and incorrect. Caris Healthcare has sent notice to TN Department of Health of this reporting error.

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.

Following is the utilization data for Coffee County for each of the past three (3) years.

	2018 Patient Days	2019 Patient Days	2020 Patient Days
Coffee County	237	315	300

Annual utilization for each of the two (2) years following completion of the project.

	2022 Patient Days	2023 Patient Days
Coffee County	1,460	2,920

7N.

CON Number	Project Name	Date Approved	Expiration Date

- Complete the above chart by entering information for each applicable outstanding CON by applicant or share common ownership; and

  RESPONSE: The applicant Caris HealthCare L.P. does not have any outstanding CONs.

- Describe the current progress and status of each applicable outstanding CON and how the project relates to them.

  RESPONSE: Not Applicable

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: Agreements are established or will be established between all relevant health care providers in the community including but not limited to the following:

Autumn Oaks
Bailey Manor
Brookdale
Manchester Center for Rehabilitation and Healing
McArthur Manor
Morningpointe
Legacy Health & Rehab
Life Care of Tullahoma
NHC HealthCare, Tullahoma

It is the intent of this agency to meet all the requirements of the State Department of Public Health with regard to agreements, contractual arrangements and participation by health care professionals.

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

RESPONSE: Caris Healthcare currently has contracts with the following commercial private insurance plans. Aetna, BC/BS GA, BC/BS TN, BC/BS SC, Bright Health Plan, Cigna, United HealthCare and VA CCN

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

RESPONSE: Caris is requesting the authority to add Coffee County to its Nashville license and remove Coffee County from its Murfreesboro license, thus having no effect on competition and/or duplication on the health care system. Caris Healthcare is committed to providing the highest quality of care at maximum efficiency. Through the proposed project, Caris will continue with its commitment to improve both efficiency and high quality palliative care. Medicare reimburses providers via a perspective payment system. Providers are compensated equally based on the particular service rendered.

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: Caris Healthcare draws nurses from the surrounding market area. Staff is often acquired from local advertising, recruitment at area colleges, and word of mouth from other employees. The Nashville parent office along with its branch offices are staffed and can provide the care, supervision of the staff, and service delivery; however, Caris is projecting an additional 5 direct patient care FTEs for this project. Please see Quality Standards 8Q for a listing of projected human resources.

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: The applicant has reviewed and understands all licensing certification as required by the State of Tennessee for medical/clinical staff. Specifically, the applicant is familiar with the Rules of the Tennessee Department of Health, Board for Licensing Health Care Facilities, Standards for Home Care Organizations providing Hospice Services. Since opening in 2003, the agency has operated in good standing according to the rules of the State of Tennessee, Department of Health for a hospice agency and is Medicare and Medicaid certified.

6C. See INSTRUCTIONS to assit in completing the following tables.

HISTORICAL DATA CHART

☐ Project Only
☒ Total Facility

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

	Year 2018	Year 2019	Year 2020
A. Utilization Data			
Specify Unit of Measure Patient Days	72,232	82,297	84,576
B. Revenue from Services to Patients			
1. Inpatient Services			
2. Outpatient Services			
3. Emergency Services			
4. Other Operating Revenue (Specfy) Hospice Care	10,812,000	12,354,000	12,756,000
Gross Operating Revenue	**$ 10,812,000**	**$ 12,354,000**	**$ 12,756,000**
C. Deductions from Gross Operating Revenue			
1. Contractual Adjustments	$ (480,000)	$ (498,000)	$ (351,000)
2. Provision for Charity Care	(66,000.00)	(131,000)	(184,000)
3. Provisions for Bad Debt	(105,000)	(119,000)	(261,000)
Total Deductions	**$ (651,000)**	**$ (748,000)**	**$ (796,000)**
NET OPERATING INCOME	**$ 10,161,000**	**$ 11,606,000**	**$ 11,960,000**

PROJECTED DATA CHART

☒ Project Only
☐ Total Facility

Give information for the two (2) years following the compleation of this proposal

	Year 2022	Year 2023
A. Utilization Data		
Specify Unit of Measure Patient Days	1,460	2,920
B. Revenue from Services to Patients		
1. Inpatient Services		
2. Outpatient Services		
3. Emergency Services		
4. Other Operating Revenue (Specfy) Hospice Care	220,708	443,957
Gross Operating Revenue	**$ 220,708**	**$ 443,957**
C. Deductions from Gross Operating Revenue		
1. Contractual Adjustments	$ (6,069)	$ (12,209)
2. Provision for Charity Care	(3,178)	(6,393)
3. Provisions for Bad Debt	(4,502)	(9,057)
Total Deductions	**$ (13,749)**	**$ (27,659)**
NET OPERATING INCOME	**$ 206,959**	**$ 416,298**

7C. Please identify the project's average gross charge, average deduction form operating revenue, and average net charge using information from the Projected Data Charts for Year 1 and Year 2 of the proposed project.

Project Only Chart

	Previous Year to Most Recent Year (2019)	Most Recent Year 2020	Year One Year 2022	Year Two Year 2023	% Change (Current Year to Year 2)
Gross Charge (Gross Operating Revenue/Utilization Data)	150.11	150.82	151.17	152.04	0.81%
Deduction from Revenue (Total Deductions/Utilization Data)	(9.09)	(9.41)	(9.42)	(9.47)	0.66%
Average Net Charge (Net Operating Revenue/Utilization Data)	141.02	141.41	141.75	142.57	0.82%

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:

	2020	2022 (estimate)
Routine	$153	$190
Continuous Care	$1,100	$1,400
Inpatient Respite	$300	$450
General Inpatient	$850	$1,000

Source: 2020 JAR Schedule D.4.
2022 Estimate based on FY2022 Hospice Wage Index

No adjustments which will occur to the listed charges as a result of implementation of the proposal. The proposed project will have no impact on existing patient charges.

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: Medicare reimburses providers via a perspective payment system. Providers are compensated equally based on the particular service rendered.

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

Applicant's Projected Payor Mix

Project Only Chart

Payor Source	Year 1 Gross Operating Revenue	Year 1 % of Total	Year 2 Gross Operating Revenue	Year 2 % of Total
Medicare/Medicare Managed Care	$205,038	92.90%	$412,437	92.90%
TennCare/Medicaid	8387	3.80%	16,870	3.80%
Commercial/Other Managed Care	3752	1.70%	7,547	1.70%
Self Pay	3531	1.60%	7,103	1.60%
Other (Specify)				
Total *	$220,708	100.00%	$443,957	100.00%
Charity Care	($3,178)		($6,393)	

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

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.

RESPONSE: The applicant attests to submitting an Annual Quality Measure Report when due.

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?

  RESPONSE: The applicant commits to maintaining staffing comparable to the staffing chart presented in its CON application.

- Does the applicant commit to obtaining and maintaining all applicable state licenses in good standing?

  RESPONSE: The applicant commits to obtaining and maintaining all applicable state licenses in good standing.

- Does the applicant commit to obtaining and maintaining TennCare and Medicare certification(s), if participation in such programs are indicated in the application?

  RESPONSE: Caris is a Medicare and TennCare certified hospice agency. Caris commits to maintaining participation in both programs.

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 ○ Intellectual & Developmental Disabilities ○ Mental Health & Substance Abuse Services	Active	606
Certification	○ Medicare ○ TennCare/Medicaid ○ Other:	Active Active	44-1586 0441586
Accreditation(s)			

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

RESPONSE: Caris Healthcare is currently contracted with the following TennCare MCO's. Amerigroup, Bluecare, TennCare Select and United Healthcare Community Plan.

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?

X 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.

- 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.)

RESPONSE: The applicant has maintained substantial compliance with applicable federal and state regulation for the three years prior to the CON application. The applicant has not been decertified within the prior three years.

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;
- Criminal fines in cases involving a Federal or State health care offense;
- Civil monetary penalties in cases involving a Federal or State health care offense;
- Administrative monetary penalties in cases involving a Federal or State health care offense;
- 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;
- Suspension or termination of participation in Medicare or TennCare/Medicaid programs; and/or
- Is presently subject of/to an investigation, or party in any regulatory or criminal action of which you are aware.

RESPONSE: In 2018, Caris agreed to pay $8.5Million to Settle False Claims Act Lawsuit Alleging That it Billed for Ineligible Hospice Patients. Caris reached a final agreement to resolve litigation brought by the U.S. Department of Justice (DOJ) in connection with a civil complaint filed by DOJ in October 2016. Caris disputes the allegations made by DOJ in its complaint, and the settlement of the lawsuit does not involve any admission of liability or determination of any wrongdoing. Caris' decision to enter the settlement allowed Caris to avoid the cost and uncertainty of continued litigation and will enable the hospice provider to focus its resources on its mission of providing high-quality palliative end-of-life care to the thousands of patients it serves each year. The settlement payment was made in June 2018.

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.

Position Classification	Existing FTEs (entire year) *Total Agency*	Projected FTEs Year 1 *Project Only*
A. Direct Patient Care Positions		
RN/LPN/NP	21.00	2.00
Hospice Aide	15.00	2.00
SW/VC/Chaplain	8.00	1.00
Total Direct Patient Care Positions	44.00	5.00
B. Non-Patient Care Positions		
Leadership	7.00	-
Administrative	4.00	-
Sales	4.00	-
Total Non Patient Care Positions	15.00	-
Total Employees (A+B)	59.00	5.00
C. Contractual Staff		
MD	5.00	-
Total Staff (A+B+C)	64.00	5.00

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 Agency, 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 HSDA action on the date listed in Item 1 below, indicate the number of days from the HSDA decision date to each phase of the completion forecast.

Phase	Days Required	Anticipated Date (Month/Year)
1. Initial HSDA Decision Date		December 2021
2. Building Construction Commenced		N/A
3. Construction 100% Complete (Approval for Occupancy)		N/A
4. Issuance of License		February 2022
5. Issuance of Service		February 2022
6. Final Project Report Form Submitted (Form HR0055)		March 2022

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

AFFIDAVIT

STATE OF TENNESSEE

COUNTY OF RUTHERFORD

Dere R. Brown, being first duly sworn, says that he/she is the applicant named in this application or his/her/its lawful agent, that this project will be completed in accordance with the application, that the applicant has read the directions to this application, the Rules of the Health Services and Development Agency, and TCA §68-11-1601, *et seq.*, and that the responses to this application or any other questions deemed appropriate by the Health Services and Development Agency are true and complete.

Dere R. Brown, Dir. of Health Planning
SIGNATURE/TITLE

Sworn to and subscribed before me this 1st day of October (Month), 2021 (Year) a Notary Public in and for the County/State of Tennessee.

KATHY T. HENDERSON STATE OF TENNESSEE NOTARY PUBLIC RUTHERFORD COUNTY

K. Henderson
NOTARY PUBLIC

My commission expires 5-18-2024 (Month/Day) (Year).

ATTACHMENTS

Attachment 3A

Proof of Publication

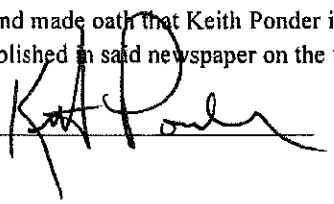
AFFIDAVIT OF PUBLICATION

STATE OF TENNESSEE
COUNTY OF C

Keith Ponder

Printed Name

Personally appeared before the undersigned authority and made oath that Keith Ponder is the Publisher of the Tullahoma News and that the attached item was published in said newspaper on the following date(s)
9/15/21

Signed 

Name of Account: NHC
Order Number: 13264081

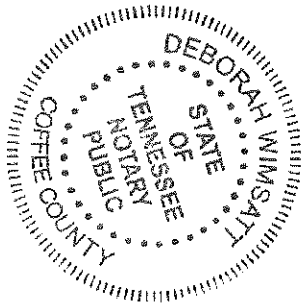
Sworn to, and subscribed before me at Tullahoma, Tennessee, this 30th day of September 2021.

D Wimsatt

Notary Public

Commission expires: 3-20-2022

Publication of Intent



www.tullahomanews.com

CLASSIFIEDS

393-5505

Outside Coffee County call 1-888-836-6237
A Free Call!

The #1 Source to Buy, Sell or Trade! Call 931-393-5505 Toll Free 1-888-836-6237

CLASSIFIEDS

1994 Chevrolet Silverado C1500 LT 5.7Lit cylinders, Automatic Transmission, 72K Original Miles, $1,4001 Contact: 6159994030

DIRECTV for $89.99/mo for 12 months with CHOICE Package. Watch your favorite live sports, news & entertainment anywhere. Get a year of HBO Max FREE. Directv is #1 in Customer Satisfaction (JD Power & Assoc.) Call for more details! (some restrictions apply) Call 1-844-230-4803 (TnScan)

www.dental50plus.com/bgrass 6268 (TnScan)

dept. or email bmoats@tnpress.com (TnScan)

800-648-9915 or www.boyddesoto.com (TnScan)

Replace your roof with the best looking and longest lasting material. Tilmet from Erie Metal Roofs! Three styles and multiple colors available. Guaranteed to last a lifetime! Limited Time Offer - $500 Discount + Additional 10% off install (for military, health workers & 1st responders.) Call Erie Metal Roofs: 1-855-281-6212 (TnScan)

Computer virus? Cracked phone screen? Console overheating? Come see us at QuickFix Tech Repair at 401 Wilson Avenue in Tullahoma! Stop by, or call us at 931-538-2585.

Health / Beauty

Stroke and Cardiovascular disease are leading causes of death, according to the American Heart Association. Screenings can provide peace of mind or early detection! Contact Life Line Screening to schedule your screening. Special offer - 5 screenings for just $149. Call 1-888-209-8303 (TnScan)

Attention Viagra users: Generic 100 mg blue pills or Generic 20 mg yellow pills. Get 48 plus 8 free $99 + S/H, Guaranteed, no prescription necessary. Call Today! 1-844-677-6760 (TnScan)

Help Wanted / Drivers

CWS Owner Operators/Lease Rents. CDL Class A, 1 year driving experience. Dedicated round trips paid per mile, regular home time. 1-800-832-7035 ext 1926 (TnScan)

Full time LPN or RN 3-11 and 11-7 shift and an LPN on 7-3 shift. Also need full time CNA for 7-3, 3-11 and 11-7. Shift diff for 3-11 and 11-7. Sign on bonus after 6 months of full time employment. Apply in person or at woodburyhealthandrehab.com.

NOW HIRING

Full Time Housekeeper. Must be able to work holidays and weekends.

Apply at:
Woodbury Health and Rehab
119 West High Street
Woodbury, TN 37190

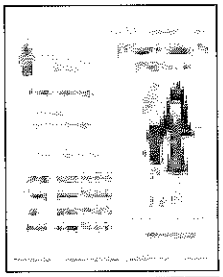
Auctions

GET THE WORD OUT about your next auction! Save Time & $$$, One Call For All, Your ad can appear in this newspaper + 101 other TN newspapers. For more info, contact this publication or this newspaper's classified dept. or call 931-624-0916. (TnScan)

Don't let the stairs limit you! Discover the ideal mobility solution for anyone who struggles on the stairs, is concerned about a fall or wants to regain access to their entire home. Call Acorn Stairlifts today! 1-855-995-5986 (TnScan)

Help Wanted

RECRUITING HEADACHES? WE CAN Help! Advertise your job opening in this newspaper + 101 newspapers across the state - One Call/Email for All! Contact our classified



NEW STARTING BASE PAY - .80 cpm w/ option to make .70 cpm for Class A CDL Flatbed Drivers. Excellent Benefits, Home Weekends, Call

Cable / Satellite TV

DISH Network, $59.99 for 190 Channels! Blazing Fast Internet, $19.99/mo. (where available.) Switch & Get a Insurance Company. Coverage for 360 plus procedures. FREE Voice Remote, dome. Real dental insurance - NOT just a discount plan. Do not wait! Call now! Get your FREE Dental Information Kit with all the details! 1-844-276-8285

COFFEE COUNTY GOVERNMENT EMPLOYMENT OPPORTUNITY

The Coffee County Office of Accounts and Budgets has an opening for an Accountant specifically for grant management and special projects. Applicants with a Bachelor's Degree in Accounting or related field supplemented by accounting experience or equivalent combination of education, training and experience are preferred. This is a full time position with benefits to include paid vacations, holidays, medical and dental insurance, and a 401 K Retirement Plan. Pay is $19.48 - $20.51 DOQ. Please mail completed application to: Coffee County Government, Attn: Heather Shelton, Human Resources Director, 1329 McArthur Street, Suite 3, Manchester, TN 37355. Employment applications are available at www.coffeecountytn.gov under Government, Department, Human Resources. Coffee County Government is an EEO/AA/Title VI/employer.

NOTIFICATION OF INTENT TO APPLY FOR A CERTIFICATE OF NEED

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. §68-11-1601 et seq., and the Rules of the Health Services and Development Agency, that Ceris Healthcare , hospice owned by Ceris Healthcare L.P. with an ownership type of Limited Partnership and to be managed by Ceris Healthcare L.P. intends to file an application for a Certificate of Need for the addition of Coffee County to Ceris Healthcare's existing hospice license #606 which currently includes the following counties of Bedford, Cheatham, Davidson, Dickson, Franklin, Giles, Hardin, Hickman, Houston, Humphreys, Lawrence, Lewis, Lincoln, Marshall, Maury, Montgomery, Moore, Perry, Rutherford, Stewart, Wayne and Williamson. The parent office for this Hospice Agency is located at 2525 Perimeter Circle, Suite 136, Nashville, Davidson County. The estimated project cost is $3,000. If approved, Coffee County will be removed from Ceris Healthcare license #606 located at 242 Heritage Park Drive, Suite 101 & 102, in Murfreesboro, Rutherford County, Tennessee.

The anticipated date of filing the application is October 1, 2021.

The contact person for this project is Dere R. Brown, Director of Health Planning and Licensure/Certification who may be reached at National HealthCare Corporation, 100 E. Vine Street, 12th Floor, Murfreesboro, TN 37130 615-890-2020.

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 Services and Development Agency
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. §68-11-1607 (c)(1). (A) Any health care institution wishing to oppose a Certificate of Need application must file a written notice with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services Development Agency meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application must file written objection with the Health Services and Development Agency at prior to the consideration of the application by the Agency.

Hiring Blitz
on Friday, September 17, 2021
from 6:00am to 2:00pm at the
Great Lakes Cheese Plant

- Please join our employee/owner family by applying on line at www.greatlakescheese.com/careers
- We will be setting up interviews for the day from the online applications. Sorry, but we will not be able to accept walk-ins.
- Multiple positions available on 2nd, 3rd, and Rotating Shifts. Become a member of our Employee Stock Ownership Plan where we have 20% ownership of Great Lakes Cheese Company, along with hourly pay starting at $18.25 for entry level positions.
- Available Positions: Line Attendants, Bulk Cheese Handlers, Case Packers, Machine Operators, Maintenance Technicians, and Warehouse Operators
- We are also recruiting for to Management positions:
  2nd shift Maintenance Supervisor
  EH&S Multi-Site Manager for Packaging Operations.

SOUTHERN TENNESSEE REGIONAL HOSPITAL WINCHESTER

We have an opportunity for you!

Skilled Nursing Facility Administrator

Requirements: Nursing Home Administrator license, previous management experience in a skilled nursing environment

To apply visit southerntnwinchester.com
Contact Human Resources at 931.967.8243

Sudoku

			1				2	
		3		4		5	1	
1			6	7		8		
6		5		9	2			3
			3		4			
2			5	6		9		1
		1		5	6			7
	6	9		3		2		
	4				8			

To Place Your Classified Ad, Call

1-888-TENNADS

TOLL FREE 1-888-836-6237

Last Week's Answers

8	1	9	2	3	6	4	7	5
7	4	5	9	8	1	2	3	6
3	2	6	7	5	4	8	9	1
5	3	4	8	1	7	6	2	9
9	7	1	3	6	2	5	4	8
2	6	8	4	9	5	7	1	3
6	5	7	1	2	9	3	8	4
4	9	3	5	7	8	1	6	2
1	8	2	6	4	3	9	5	7

Attachment 7A

Applicant's Legal Status

Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

Filing Information

Name: **CARIS HEALTHCARE L.P.**

General Information

SOS Control #	**000451756**	Formation Locale:	TENNESSEE
Filing Type:	LP 1988 Act - Domestic	Date Formed:	08/07/2003
	08/07/2003 9:50 AM		
Status:	Active		
Duration Term:	Expires: 08/07/2053		

Registered Agent Address
NATIONAL REGISTERED AGENTS, INC.
300 MONTVUE RD
KNOXVILLE, TN 37919-5546

Principal Address
10651 COWARD MILL RD
KNOXVILLE, TN 37931-3006

The following document(s) was/were filed in this office on the date(s) indicated below:

Date Filed	Filing Description	Image #
01/26/2018	Registered Agent Change (by Agent)	*B0478-4997
	Registered Agent Physical Address 1 Changed From: 800 S GAY ST To: 300 MONTVUE RD	
	Registered Agent Physical Address 2 Changed From: STE 2021 To: No Value	
	Registered Agent Physical Postal Code Changed From: 37929-9710 To: 37919-5546	
06/16/2015	Registered Agent Change (by Entity)	B0115-1990
	Registered Agent First Name Changed From: ANN To: No Value	
	Registered Agent Last Name Changed From: BENSON To: No Value	
	Registered Agent Middle Name Changed From: S To: No Value	
	Registered Agent Organization Name Changed From: No Value To: NATIONAL REGISTERED AGENTS, INC.	
	Registered Agent Physical Address 1 Changed From: 100 E VINE ST To: 800 S GAY ST	
	Registered Agent Physical Address 2 Changed From: STE 1400 To: STE 2021	
	Registered Agent Physical City Changed From: MURFREESBORO To: KNOXVILLE	
	Registered Agent Physical County Changed From: RUTHERFORD COUNTY To: KNOX COUNTY	
	Registered Agent Physical Postal Code Changed From: 37130-3773 To: 37929-9710	
06/17/2014	Articles of Amendment	7353-0568
	Principal Address 1 Changed From: 9000 EXECUTIVE PARK To: 10651 COWARD MILL RD	
	Principal Address 2 Changed From: SUITE A-301 To: No value	
	Principal Postal Code Changed From: 37923-4685 To: 37931-3006	

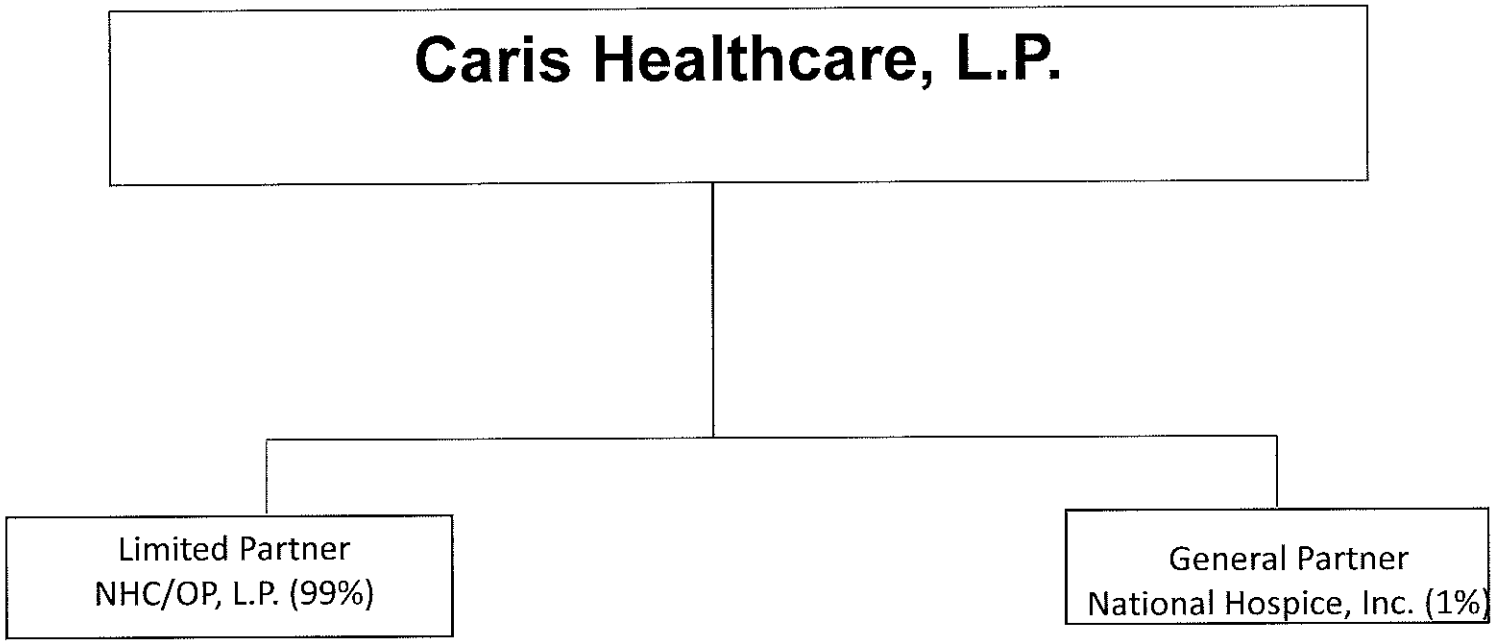
Filing Information

Name: **CARIS HEALTHCARE L.P.**

Principal County Changed From: No value To: KNOX COUNTY

08/07/2003 Initial Filing 4882-1105

Active Assumed Names (if any)	Date	Expires


Caris Healthcare, L.P.
Limited Partner
NHC/OP, L.P. (99%)
General Partner
National Hospice, Inc. (1%)

CARIS HEALTHCARE L.P.
LIMITED PARTNERSHIP AGREEMENT

THIS LIMITED PARTNERSHIP AGREEMENT (the "Agreement") is made and entered into as of the 4th day of August, 2003, by and among, National Hospice, Inc., as General Partner, and NHC/OP, L.P. and Norman McRae, Colman Hoffman, Richard Borrelli and Andrew Reed, as Limited Partners, and all other Limited Partners hereafter executing this Agreement from time-to-time.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, the parties hereby agree that the following shall be the Limited Partnership Agreement of Caris Healthcare L.P.

ARTICLE 1.
GENERAL

Section 1.1 Formation.

The parties hereby agree to continue the limited partnership formed under and pursuant to the Tennessee Revised Uniform Limited Partnership Act, subject to the terms and conditions contained in this Partnership Agreement.

Section 1.2 Name.

The name of the Partnership shall be the **"Caris Healthcare L.P."** The business of the Partnership may be conducted under any name chosen by the General Partner.

Section 1.3 Term.

The term of the Partnership commenced upon the date the duly executed Certificate of Limited Partnership was filed in the office of the Secretary of State of Tennessee and shall continue until August 1, 2053, unless earlier terminated in accordance with the provisions hereof or as provided by law.

Section 1.4 Filings.

The General Partner and the Limited Partners, acting either directly or through the General Partner as attorney-in-fact or through such person or persons as the General Partner may appoint as attorney(s)-in-fact, shall sign, acknowledge, and file such certificates of limited partnership and amendments hereto with the Secretary of State of Tennessee, and file such other, additional, and further certificates, affidavits, and other documents and amendments thereto as may be necessary to enable the Partnership to continue to conduct its business in any jurisdiction where such filings may be necessary or desirable.

Section 1.5 Purpose.

The purpose and business of the Partnership is to (i) operate a proprietary hospice service, (ii) acquire, own, sell, exchange, or otherwise use, either directly or through joint ventures, partnerships, or other business arrangements, marketable securities, mutual funds, real estate and other investments, including but not limited to ownership interests in general and limited partnerships, limited liability companies, real estate investment trusts, investment companies,

corporations, trusts, or other entities; (iii) manage, rent and lease any real estate owned by the Partnership; (iv) invest and reinvest any monies, property, or securities which the Partnership may at any time hold; (v) engage in any and all activities determined by the General Partner to be necessary, proper, convenient, or advisable in connection therewith; and (vi) engage in such other business activities as the General Partner may determine from time-to-time.

Section 1.6 Powers.

In furtherance of the foregoing purpose, the Partnership has the power and authority to:

1.6.1 Acquire (by purchase, lease, or otherwise) real or personal property or any interest therein.

1.6.2 Admit additional limited partners on such terms as the General Partner may determine.

1.6.3 Borrow money and issue evidences of indebtedness and, as security therefor, mortgage, pledge, or grant a security interest in all or any part of its assets; provided, however, that any money borrowed from an Affiliate must be on terms no less favorable than those which would be available to the Partnership from unaffiliated lenders.

1.6.4 Sell, assign, lease, or convey all or any part of its assets.

1.6.5 Lend its funds or make guarantees of obligations of others upon such terms as the General Partner shall determine.

1.6.6 Retain counsel, accountants, financial advisers, and other professional personnel, as the General Partner shall determine.

1.6.7 Invest in short-term debt obligations, including government securities, bank and savings and loan association passbook accounts, money market deposit accounts (as defined in §204.2(d)(1) of Federal Reserve Regulation D), or certificates of deposit, commercial paper, repurchase agreements secured by securities of the United States Government or agencies thereof, or other investments, including securities of mutual funds, publicly-held and closely-held corporations, and equity interests in partnerships, limited liability companies and limited liability partnerships.

1.6.8 Engage in such other activities and incur such other expenses as may be necessary or appropriate for the furtherance of the Partnership's purposes, and execute, acknowledge, and deliver any and all instruments necessary to the foregoing.

Section 1.7 Principal Place of Business.

The principal place of business of the Partnership shall be located at 9000 Executive Park Drive, Suite A-301, Knoxville, TN 37923-4685. The General Partner may from time-to-time by notice to all Partners change the address of the principal place of business of the Partnership.

Section 1.8 Liability of Partners.

No Limited Partner, by virtue of being a Limited Partner hereunder, shall be personally liable for the debts, liabilities, or obligations of the Partnership beyond the extent of such Limited Partner's Capital Account. The amount of cash, services, and other property contributed by a Limited Partner are the only contributions that a Limited Partner shall be required to make to the Partnership for the

satisfaction of the debts, liabilities, or obligations of the Partnership. A Limited Partner may be liable to the Partnership for any sum paid to the Limited Partner as a return of his or her original Capital Contribution, if such sum is necessary to discharge Partnership liabilities to all creditors who extended credit or whose claims arose before such sum was returned to the Limited Partner. The General Partner shall not be personally liable to any Limited Partner for repayment of Capital Contributions of the Limited Partner or, except as expressly provided in this Partnership Agreement, have any obligation to make any advance or contribution of capital to the Partnership.

Section 1.9 Definitions.

As used herein, the following terms have the indicated meanings:

1.9.1 "Affiliate" means (i) any person directly or indirectly controlling, controlled by, or under common control with another person, (ii) any person owning or controlling ten percent (10%) or more of the outstanding voting securities of such other person, (iii) any officer, director, or partner (or family member of such officer, director, or partner) of such person, and (iv) if such other person is an officer, director, or partner, any company for which such person acts in any such capacity.

1.9.2 "Capital Contribution" means the gross amount of investment in the Partnership by a Partner, or all Partners, as the case may be.

1.9.3 "Cash Flow" means all cash receipts of the Partnership, except for capital contributions and proceeds of Partnership borrowings, less Partnership expenses (other than expenses, such as depreciation and amortization, that do not require any cash expenditures), payment of Guaranteed Payments, and payment of Partnership debts.

1.9.4 "Certificate" means the Certificate of Limited Partnership of the Partnership, which was filed with the Tennessee Secretary of State on _____.

1.9.5 "Code" means the Internal Revenue Code of 1986, as amended.

1.9.6 "Family" means the lineal descendants, adopted or naturally born, of Norman McRae, Colman Hoffman, Richard Borrelli and Andrew Reed.

1.9.7 "Fiscal Year" means the calendar year.

1.9.8 "General Partner" means National Hospice, Inc., or any additional or substitute General Partner(s) admitted pursuant to the provisions of this Partnership Agreement.

1.9.9 "Give or Take Offer" means the procedure established by which any partner can terminate its investment in the Partnership for any reason. This "Give or Take Offer" procedure is defined in Section 6.3.2 hereof.

1.9.10 "Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

1.9.10.1 The initial Gross Asset Value of any asset contributed by a Partner to the Partnership shall be the gross fair market value of such asset, as determined by the contributing Partner and the Partnership; and

1.9.10.2 The Gross Asset Values of all Partnership assets shall be adjusted equal to their respective gross fair market values, as determined by the General Partner, as of the following

times: (a) the acquisition of an additional interest in the Partnership by any new or existing Partner in exchange for more than a de minimis capital contribution; (b) the distribution by the Partnership to a Partner of more than a de minimis amount of Partnership property other than money, unless all Partners receive simultaneous distributions of undivided interests in the distributed property in proportion to their interest in the Partnership; and (c) the termination of the Partnership for federal income tax purposes pursuant to Code §708(b)(1)(B).

1.9.11 "Limited Partner" or "Limited Partners" means NHC/OP, L.P, Norman McRae, Colman Hoffman, Andrew Reed, and Richard Borrelli, together with additional or substitute Limited Partners admitted pursuant to the provisions of this Partnership Agreement.

1.9.12 "Managing General Partner" means National Hospice, Inc. or, if there is only one General Partner, the General Partner. If there are two General Partners, then they shall agree on which shall be the "Managing General Partner".

1.9.13 "Partners" means collectively the General Partner and the Limited Partners. Reference to a "Partner" shall mean any one of the Partners.

1.9.14 "Partnership" means the limited partnership formed pursuant to the Certificate and continued by this Partnership Agreement.

1.9.15 "Partnership Agreement" means this Limited Partnership Agreement of the Caris Healthcare L.P., as amended from time-to-time.

1.9.16 "Partnership Capital" means the total of the Capital Contributions of the Partners, as hereinafter set forth, as adjusted to reflect income, gains, losses, withdrawals, and distributions.

1.9.17 "Percentage Interest" means a Partner's ownership interest in the Partnership determined by dividing the Partner's Capital Account by the aggregate of all Partners' Capital Accounts. The initial Percentage Interests of the Partners are set forth on Exhibit A attached hereto and incorporated herein by reference.

1.9.18 "Profits and Losses" means, for each fiscal year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code §703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code §703(a)(1) shall be included in taxable income or loss), with the following adjustments:

1.9.18.1 Expenditures described in §705(a)(2)(B) (including amounts treated as §705(a)(2)(B) expenditures under Treasury Regulation §1.704-1(b)(2)(iv)(1) shall be included as an expense in the determination of Profits and Losses;

1.9.18.2 Income exempt from taxation shall be included in the determination of Profits and Losses;

1.9.18.3 Gain or loss resulting from any disposition of Partnership property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value; and

1.9.18.4 Notwithstanding any other provision of this Section 1.9.17, any items which are specially allocated pursuant to Section 3 hereof shall not be taken into account in computing Profits or Losses.

1.9.19 "Property" means all real and personal property which has been contributed to or acquired by the Partnership and all increases and decreases applicable to the Property.

ARTICLE 2.
CAPITAL

Section 2.1 Capital Contributions.

The initial capital contribution of each General Partner and each Limited Partner is set forth on Exhibit A attached hereto. Exhibit A shall be amended from time to time to reflect (i) all additional capital contributions made by the Partners, and (ii) all changes in the Partners' Percentage Interests. The Partners hereby acknowledge that the contributions set forth on Exhibit A reflect the agreed upon value of property contributed or to be contributed to the Partnership by each of the Partners. The Partners agree that the above-specified value(s) shall be the value(s) for establishing the capital accounts under Section 2.4.

Section 2.2 Additional Capital Contributions.

None anticipated.

Section 2.3 Withdrawal and Return of Contributions.

No Partner shall have the right to withdraw his or her Capital Contribution or to receive any funds or property of the Partnership except as specifically provided in this Partnership Agreement.

Upon dissolution of the Partnership, the Capital Contributions of the Partners shall be returned as and when provided in this Partnership Agreement to the extent there are funds available for this purpose. Each Partner hereby consents to such return of his or her Capital Contribution. No Partner shall have the right to demand and receive property other than cash in return for his or her Capital Contribution.

Section 2.4 Capital Accounts.

A capital account shall be established on the books of the Partnership for each Partner. A Partner's capital account, on any date, shall be equal to the amount of money and the fair market value of property contributed by the Partner to the Partnership (net of liabilities secured by such contributed property that the Partnership is considered to assume or take subject to), and allocations to him or her of Partnership income and gain (or items thereof), including income and gain exempt from tax, less the amount of money and the fair market value of property distributed to such Partner (net of liabilities secured by such distributed property that such Partner is considered to assume or take subject to), allocations to such Partner of expenditures of the Partnership described in §705(a)(2)(B) of the Code and allocations of Partnership loss or deduction (or items thereof). Capital accounts shall be determined and maintained throughout the full term of the Partnership in accordance with the capital accounting rules of Treas. Reg. §1.704-1(b)(2)(iv) including any amendments and successor regulations thereto. Upon the transfer of all or a part of a Partner's Percentage Interest, the capital account of the transferor attributable to the transferred interest shall carry over to the transferee, as adjusted under the rules in Treas. Reg. §1.704-1(b)(2)(iv). The

general partnership interest of a General Partner will be maintained separately from any limited partnership interest owned by a General Partner.

Section 2.5 No Interest on Capital.

No interest shall be paid on Capital Contributions or on balances in capital accounts.

Section 2.6 Effect of Transfer of Partnership Interest.

Upon the transfer by any Partner of all or any part of his or her Percentage Interest pursuant to the provisions of this Partnership Agreement (including the Give or Take Offer), the proportionate amount of his or her respective capital account balance, determined in accordance with Section 2.4 hereof, shall be transferred to the transferee of such interest; provided, however, that no transfer of any Partner's Percentage Interest shall, in and of itself, relieve the transferor of any obligation to the Partnership, including but not limited to such transferor's obligation, if any, to contribute to the capital of the Partnership.

ARTICLE 3.
PROFITS, LOSSES, AND DISTRIBUTIONS

Section 3.1 Allocation of Profits and Losses.

3.1.1 The Losses of the Partnership shall be allocated among the Partners as follows:

3.1.1.1 First, to the Partners in accordance with and in proportion to the Partners' Percentage Interests but only to the extent of each Partner's positive Capital Account.

3.1.1.2 To the extent the allocation of Losses to a Partner would create a negative Capital Account for that Partner, such Losses shall be allocated to the General Partner.

3.1.2 The Profits of the Partnership shall be allocated among the Partners as follows:

3.1.2.1 First, to the General Partner in an amount equal to the cumulative Losses allocated to the General Partner under Section 3.1.1.2 above.

3.1.2.2 The balance shall be allocated to the Partners in accordance with such Partners' Percentage Interests.

Section 3.2 Distributions to Partners.

3.2.1 Cash Flow shall be apportioned among and distributed to the Limited Partners and the General Partner in proportion to their Percentage Interests.

3.2.2 Notwithstanding any provision of this Partnership Agreement to the contrary, upon liquidation of the Partnership (or any Partner's Percentage Interest), liquidating distributions shall be made to the Partners in accordance with ending positive capital account balances, determined after all adjustments to the capital accounts for the year of liquidation. Such distributions shall be made within the time periods prescribed by Treasury Regulations. Liquidating distributions may be made in cash or in kind or partly in each (which need not be distributed proportionately) as determined by the General Partner.

Section 3.3 Time of Cash Distributions.

Cash distributions shall be made to the Partners at such times as the General Partner shall determine based on the operating needs of the Partnership considering both current needs for operating capital, prudent reserves for future operating capital, current investment opportunities, and prudent reserves for future investment opportunities, all in keeping with the Partnership purposes.

Section 3.4 Qualified Income Offset.

Notwithstanding the above, any Partner who unexpectedly receives an adjustment, allocation or distribution described in Treas. Reg. §§1.704-1(b)(2)(ii)(d)(4), (5), or (6), shall be allocated items of income or gain in an amount and manner sufficient to eliminate any deficit created in such Partner's capital account (to the extent it exceeds such Partner's obligation to restore such deficit) as quickly as possible. The provisions of this Section 3.4 are intended to comply with the provisions of Treas. Reg. §1.704-1(b), including any amendments or successive regulations thereto and shall be so interpreted.

In accordance with Code §704(c) and the Treasury Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Partnership shall, solely for tax purposes, be allocated among the Partners so as to take into account any variation between the adjusted basis of such property to the Partnership for federal income tax purposes and its initial fair market value. In the event the Gross Asset Value of any Partnership property is adjusted pursuant to §1.9.9.2 hereof, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code §704(c) and the Treasury Regulations thereunder. Any elections or other decisions relating to such allocation shall be made by the General Partner in any manner that reasonably reflects the intention of this Agreement. Allocations pursuant to this Section 3.5 are solely for federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Partner's capital account or share of Profits, Losses, other items, or distributions pursuant to any provision of this Agreement.

Section 3.5 Allocation of Net Income, Net Loss, and Distributions in Respect of Interests Transferred.

If an interest in the Partnership is transferred during any Fiscal Year of the Partnership pursuant to the provisions of this Partnership Agreement, the net profit or net loss attributable to such interest for such Fiscal Year shall be divided and allocated between the transferor and the transferee based on the time each such party was, according to the books and records of the Partnership, the owner of record of the interest transferred during the year in which the transfer occurs. Distributions of Partnership assets in respect of interests in the Partnership shall be made only to persons who, according to the books and records of the Partnership, are the owners of such interests in the Partnership on a date selected by the General Partner, in his sole discretion. The General Partner and the Partnership shall incur no liability for making distributions in accordance with the provisions of the preceding sentence whether or not the General Partner or the Partnership has knowledge or notice of any transfer of ownership of any interest in the Partnership.

ARTICLE 4.
RIGHTS, DUTIES, AND OBLIGATIONS OF THE GENERAL PARTNER

Section 4.1 General Partner to Manage Business.

The General Partner shall manage and control the business of the Partnership with full, exclusive, and complete discretion in the management and control of said business, and shall make all decisions affecting said business. The Limited Partners, as such, shall not and shall have no right or power to take part in the control of the business, affairs, and/or operations of the Partnership. The General Partner may, from time-to-time, delegate any or all of such responsibilities and may appoint such agents or attorneys-in-fact as he shall determine advisable.

Section 4.2 Powers of General Partner.

The General Partner shall have all powers necessary or desirable to carry out the purposes, business, and objectives of the Partnership and its respective duties set forth herein and all of the power and authority in connection therewith as may be specifically stated in this Partnership Agreement or as may be otherwise provided by law. Without the consent of the other General Partner and Limited Partners owning a majority of the limited partnership Percentage Interests, the General Partner specifically shall have the power and authority to act on behalf of the Partnership in all matters respecting the Partnership, its business, and its properties and, without limiting the foregoing authority:

4.2.1 To own, sell, exchange, or otherwise dispose of any property, marketable securities, or other investments of the Partnership; and to acquire, own, hold, sell, exchange, or otherwise dispose of any personal property or combination of real and personal property, including the granting an option for sale of such property, at such price or amount (to be paid in cash, securities, or other property), upon such terms and conditions, and by use of such form of transaction as he, in his absolute discretion, deems to be in the best interest of the Partnership;

4.2.2 To borrow money and, if security is required therefor, to mortgage or subject to any other security device any portion of the property owned by the Partnership on such terms and in such amounts as he, in his absolute discretion, deems to be in the best interest of the Partnership;

4.2.3 To place record title to, or the right to use, Partnership assets in the name or names of a nominee for any purpose convenient or beneficial to the Partnership;

4.2.4 To employ persons in the operation and management of the Partnership business or assets, including but not limited to bookkeepers, accountants, and clerical personnel on such terms and with such compensation as the General Partner shall determine. Unless otherwise expressly limited elsewhere herein, some or all of the Partnership's employees may be employed on a part-time basis and also may be employed by the General Partner, Affiliates of the General Partner, or other partnerships managed by the General Partner;

4.2.5 To invest Partnership reserves in those instruments or securities set forth in Section 1.6.7;

4.2.6 To pay Partnership expenses (including expenses in connection with an audit or review of Partnership tax returns or a Partnership matter in a Partner's tax return) and to make all decisions relative to Partnership accounting, including without limitation, determining the source and timing of Partnership disbursements;

4.2.7 To be reimbursed by, or to charge, the Partnership for actual expenses incurred by the General Partner or his Affiliates;

4.2.8 To prepare, execute, acknowledge, record, file, or deliver any and all reports, instruments, or documents, and to take all actions required or deemed necessary, reasonable, or desirable by the General Partner to effectuate any of the foregoing, to comply with requirements of applicable securities or other laws or to comply with the provisions of this Partnership Agreement and in furtherance of the foregoing to give power of attorney to whomever the General Partner shall determine to enable such attorney-in-fact to take any and all actions on the Partnership's behalf that the General Partner is empowered to take;

4.2.9 To amend this Partnership Agreement, without the approval, vote, or consent of any of the Limited Partners, to reflect any one or more of the following events:

4.2.9.1 Change in the name of the Partnership;

4.2.9.2 Change in location of the principal place of business of the Partnership;

4.2.9.3 Change in the name of a Partner;

4.2.9.4 Change in the place of residence of a Partner;

4.2.9.5 Correct scriveners' errors; and

4.2.9.6 Substitution of a Limited Partner or admission of a Limited Partner pursuant to the provisions of this Agreement.

Section 4.3 Actions of the General Partner Requiring the Consent of Other General Partner and Limited Partners.

The General Partner shall have no authority to do any of the following without the approval of the other General Partner and Limited Partners owning a majority of the limited partner Percentage Interests:

4.3.1 To do any act in contravention of this Partnership Agreement;

4.3.2 To do any act which would make it impossible to carry on the ordinary business of the Partnership;

4.3.3 To confess a judgment against the Partnership;

4.3.4 To possess property owned by the Partnership (whether such property be in the form of partnership interests in a general partnership, joint venture, or otherwise) or assign the rights of the Partnership in specific property owned by the Partnership for other than Partnership purposes;

4.3.5 To appoint or approve the appointment of an additional or successor General Partner;

4.3.6 To loan Partnership funds to the General Partner or any Affiliate thereof;

4.3.7 To directly or indirectly engage the General Partner or any Affiliate for the provision of goods or services except as specifically authorized hereunder;

4.3.8 To amend the Partnership Agreement other than as specified in Section 4.2.9;

4.3.9 To admit a person as a Partner, except as provided in this Partnership Agreement.

Section 4.4 Tax Matters Partner.

Donald K. Daniel, the Controller of the General Partner, or his successor, shall serve as the Tax Matters Partner pursuant to Section 6231(a)(7)(A) of the Internal Revenue Code of 1986, as amended, and shall take such action as may be required to register such status with the Internal Revenue Service.

Section 4.5 Duties of the General Partner.

The General Partner shall use his best efforts to carry out the purposes, business, and objectives of the Partnership and shall:

4.5.1 Devote such time to Partnership business as shall be reasonably required to carry out such purposes, business, and objectives;

4.5.2 Use his best efforts to assure the efficient management and operation of the property of the Partnership;

4.5.3 Supervise the preparation and filing of the tax returns of the Partnership;

4.5.4 On behalf of the Partnership, make such tax elections and determinations as appear to be appropriate and shall advise the Limited Partners of their shares of tax liabilities, and may, in his discretion, make the election provided under Section 754 of the Code and any corresponding provisions of applicable state law;

4.5.5 Establish and maintain separate financial accounts so that the funds of the Partnership are kept separate and not commingled with any other funds; and

4.5.6 Have fiduciary responsibility for the safekeeping and use of all funds and assets of the Partnership, whether or not in the General Partner's possession or control, and shall not employ, or permit another to employ, such funds or assets in any manner except for the exclusive benefit of the Partnership.

Section 4.6 Other Interests of the General Partner.

The General Partner, notwithstanding their duties and obligations under this Agreement, may engage in other business, including business of a nature which is the same as or similar to the business of this Partnership, without duty or obligation to account to the Partnership in connection therewith.

Section 4.7 Liability of a General Partner to the Partnership or to the Limited Partners; Indemnification.

A General Partner and any Affiliates who render services on behalf of the Partnership shall have no liability to the Partnership for any loss suffered by the Partnership which arises out of any action or inaction of the General Partner or his Affiliates, if the General Partner, in good faith, determined that such course of conduct was in the best interest of the Partnership and such course of

conduct did not constitute gross negligence or willful or reckless misconduct on the part of the General Partner.

Section 4.8 Substitute General Partner.

In the event of (1) the dissolution or bankruptcy of a General Partner, or (2) the involuntary transfer by operation of law of a General Partner's Percentage Interest, the General Partner shall cease to be a General Partner, and his, her or its interest shall become that of a Limited Partner. In such event, said General Partner loses all rights to participate in the management of the Partnership affairs in any manner whatsoever, but retains all rights to allocations of profits, losses, and distributions, unless such rights are terminated as herein provided. The Partnership shall not dissolve, but shall continue with the remaining General Partner as General Partner. If there is no remaining General Partner, the Limited Partners may, by unanimous vote, reconstitute and continue the Partnership and appoint a successor General Partner.

ARTICLE 5.
ROLE OF LIMITED PARTNERS

Section 5.1 Role of Limited Partner.

The Limited Partners shall not be entitled to participate in the control or management of the Partnership or of its business and affairs, except as otherwise specifically provided herein. However, the General Partner, in his sole discretion, may from time-to-time allow the Limited Partners to engage in those activities otherwise permitted by Section 61-2-302 of the Tennessee Revised Uniform Limited Partnership Act which do not constitute participation in the control of the Partnership's business.

Section 5.2 No Agency Authority.

The Limited Partners shall have no right or authority to bind the Partnership or any Partner or to act in any manner whatsoever as agent for the Partnership or any Partner.

Section 5.3 Additional Capital Contributions.

The Limited Partners shall not be liable for making any contributions to the capital of the Partnership other than the contributions described in Section 2 of this Agreement. However, if any Limited Partner makes additional contributions to the capital of the Partnership, such Limited Partner's Percentage Interest shall be adjusted to reflect the increase in his or her Capital Account.

Section 5.4 Other Activities.

Any Limited Partner may engage in other business, including business of a nature which is the same as or similar to the business of this Partnership, without duty or obligation to account to the Partnership in connection therewith.

ARTICLE 6.
ADMISSION AND WITHDRAWAL OF PARTNERS AND TRANSFERS OF PARTNERSHIP INTERESTS

Section 6.1 **Transfer of Partnership Interest; Restrictions.**

The ownership and transferability of interests in the Partnership are substantially restricted. Neither record title nor beneficial ownership of the partnership interest of any Partner may be transferred, pledged, or encumbered except as provided in this Agreement. Any attempted transfer that does not comply with the terms of this Agreement shall be void ab initio and shall not be recognized by the Partnership. Subject to the provisions of this Article 6, each Limited Partner shall have the right to assign all or a portion of his or her interest in the Partnership, provided that a duly executed and acknowledged written instrument in form satisfactory to the General Partner (the terms of which are not in contravention of any of the provisions of this Partnership Agreement) is filed with the Partnership and the General Partner consents to such assignment, which consent shall not unreasonably be withheld."

Section 6.2 **Permissible Transfers to Other Partners.**

Any Limited Partner may, without the consent of any other Partner, freely transfer all or a portion of his or her full Partnership Interest to any other Partner.

Section 6.3 **Right of First Refusal & Give or Take Offer.**

6.3.1 Prior to any sale, transfer, assignment, or other disposition by a Limited Partner of his or her interest that does not fall within Section 6.2, such Limited Partner shall first obtain a bona fide written offer of purchase from a third party and give notice to the remaining Limited Partners of his or her desire to dispose of his or her Partnership Interest. Prior to accepting such third party offer, the selling Limited Partner shall offer to sell his or her interest in the Partnership to the remaining Limited Partners at the price specified in the bona fide written offer of purchase. Following the delivery of written notice to the remaining Limited Partners, the remaining Limited Partners (in proportion to their Percentage Interests or as they may agree among themselves) shall have the right to purchase all, but not less than all, of the offering Limited Partner's partnership interest, pursuant to the terms and conditions of the bona fide third party offer. Such option must be exercised within thirty (30) days of the receipt of said written notice. The closing of any purchase and sale to the remaining Partners shall close within forty-five (45) days of receipt of the notice of said third party offer. If the remaining Partners fail to exercise said option or to close the purchase of all of the offering Partner's interest within either of said specified periods, the offering Partner shall be free to transfer the partnership interest free of the restrictions of this Article 6 for a period of thirty (30) days following the expiration of said option. The transferee of the interest shall be merely an assignee of the limited partnership interest.

6.3.2 Give or Take Offer: Each party agrees that in the event any party desires to terminate his/her investment in the L.P. that the procedure for this termination shall be in the form of a "Give or Take Offer", which shall be governed as follows:

i) The party desiring to terminate the relationship shall value the net worth of the L.P. (its assets, business opportunity, goodwill, etc., minus all liabilities) and shall notify the other parties by letter, offering to either sell the offering party's interest to the remaining parties at its prorata value or, alternatively, buy the remaining parties' interests for the same value per unit.

ii) The remaining parties shall have ten (10) business days from the receipt of same to elect to either buy from the offering party or sell to the offering party on the terms of the offer.

a) If any remaining party accepts the offer to buy, then all other remaining parties shall have the right, but not the obligation, to participate proratably therein.

b) If no remaining party accepts the offer to buy, then all remaining parties shall be required to sell their interest to the offering party at the offered per unit value.

iii) The payment for the interest so sold or bought pursuant to these terms shall be paid in cash within 30 days after the completion of this process.

Section 6.4 Involuntary Disposition; Divorce, Bankruptcy, Adverse Judgment; Death.

In the event that as a result of a divorce, bankruptcy, adverse judgment against or death of a Limited Partner (a "Withdrawing Partner"), the Withdrawing Partner's limited partnership interest either becomes the property of a person or entity who is not a Partner as a result of a divorce, bankruptcy proceeding, or attachment of a judgment creditor, or is transferred to or for the benefit of someone other than members of the Family as a result of the Limited Partner's death (such interest shall be referred to herein as the "Transferred Interest"), the transferee of the Transferred Interest shall be merely an assignee of the limited partnership interest. Upon acquisition of the Transferred Interest by the assignee, the Transferred Interest shall be subject to the following provisions:

6.4.1 The remaining Limited Partners shall have a continuing right, upon giving thirty (30) days written notice to the assignee, to purchase the Transferred Interest at the purchase price set forth in Section 6.4.2 below. Each Partner shall have an option to acquire a percentage of the Transferred Interest in the Partnership equal to such Partner's Interest in the Partnership without regard to the Transferred Interest. If the other remaining Partners do not exercise their option to acquire the Transferred Interest, the Partner(s) desiring to acquire a portion of the Transferred Interest shall be entitled to acquire the balance of the Transferred Interest. In no event, however, shall the Withdrawing Partner be required to sell less than all of the Transferred Interest. The Partner(s) who elect to purchase the Transferred Interest shall hereafter be referred to as the "Purchasing Partners."

6.4.2 The purchase price of the Transferred Interest shall be the value as determined by a business valuation expert (the "Expert"), selected by the Purchasing Partners with the approval of the owner of the Transferred Interest, which approval shall not be unreasonably withheld. The expenses of the Expert shall be borne by the Purchasing Partners. The Expert shall take into account any applicable minority interest or marketability discounts that would be applicable to valuing the Transferred Interest. An "Expert," as used herein, shall refer to an individual or entity that holds himself or itself out to the public as, and is recognized as, an expert in the field of appraising the value of ongoing businesses and whose primary occupation is the valuation of businesses.

6.4.3 The closing of a purchase of the Transferred Interest by the Purchasing Partners shall occur within one hundred fifty (150) days from the date of the first notice to the assignee exercising the right to purchase. The purchase price shall be paid in cash at the time of closing or, at the election of the Purchasing Partners, not less than ten percent (10%) in cash with the principal balance being evidenced by a promissory note of the Purchasing Partners which shall be paid in equal annual installments over a period not to exceed five (5) years from the date of the closing. Said promissory

note shall bear interest at the rate then charged by the Partnership's primary lender on its unsecured debt.

Section 6.5 Admission of Additional Limited Partners.

The General Partner may, with the written consent of the Limited Partners owning a majority of the limited partnership Percentage Interests, admit additional Limited Partners to the Partnership on such terms as the General Partner determines to be in the best interest of the Partnership. Any additional Limited Partner shall be admitted to the Partnership as a Limited Partner upon the execution of an amendment to, or restatement of, this Agreement, executed and acknowledged by such additional Limited Partner and the General Partner. The General Partner shall execute such amendment or restatement on his own behalf and as attorney-in-fact for the Limited Partners. Any additional Limited Partner(s) shall agree to and be bound by the terms and conditions of this Partnership Agreement and this Partnership Agreement shall be amended as necessary to provide for such additional Limited Partner(s). The Partners acknowledge that the admission of additional Limited Partners may result in the dilution of the existing General and Limited Partners' Percentage Interests.

Section 6.6 Assignee's Rights.

An assignee shall be entitled to receive distributions of cash or other property from the Partnership applicable to the acquired interest by reason of such assignment after the effective date thereof as determined in Section 6.7. Partnership profits or losses for the year in which an assignment of interest occurs shall be allocated between assignor and assignee in proportion to the number of calendar months that each is recognized by the Partnership as the owner of the transferred partnership interest, based upon the effective date of the assignment.

Section 6.7 Effective Date of Assignment.

The effective date of an assignment of any interest in the Partnership shall be the last day of the month in which the General Partner receives properly executed instruments pursuant to this Agreement. Notwithstanding the foregoing, neither the General Partner nor the Partnership shall incur any liability for distributions made to any assignor prior to such time as the written instrument of assignment transferring such interest shall have been received by the Partnership or prior to the effective date of such assignment.

Section 6.8 Substitution of Assignee as Limited Partner.

An assignee of a Limited Partner's interest shall become a substitute Limited Partner in place of his or her assignor (to the extent of the interest assigned and with the same rights as the interest assigned) if all of the following conditions are satisfied:

6.8.1 A duly executed and acknowledged written instrument of assignment has been filed with the Partnership, which instrument of assignment indicates the Percentage Interest assigned and sets forth the intention of the assignor that the assignee become a substitute Limited Partner in his or her place to the extent of the assigned interest;

6.8.2 The assignor and assignee execute and acknowledge such other instruments as the General Partner may deem necessary or desirable to effect such substitution (including without limitation a written acceptance and adoption by the assignee of the provisions of this Partnership Agreement) and a power of attorney, in the form and content set forth in Section 9.2 of this Partnership Agreement;

6.8.3 The written consent of the General Partner to such substitution is obtained, the denial of which may be made in the sole discretion of the General Partner and will be made if the General Partner determines that the tax status of the Partnership will be jeopardized by its consent;

6.8.4 Limited Partners owning a majority of limited partnership Percentage Interests consent to such substitute Limited Partner; and

6.8.5 A transfer fee is paid to the Partnership to cover all reasonable expenses (including but not limited to any legal fees) connected with such transfer.

The General Partner will amend this Partnership Agreement to reflect the substitution of Limited Partners, if any, at least once in each calendar year.

Section 6.9 Representatives of Limited Partner.

Upon the death, legal incompetency, bankruptcy, or insolvency of an individual Limited Partner, his or her personal representative shall have the rights of a Limited Partner for the purpose of settling or managing his or her estate (including such power as the decedent, incompetent, or bankrupt possessed to appoint a successor or an assignee of his or her interest in the Partnership and to join with such assignee in making application to substitute such assignee as a Limited Partner). Upon the bankruptcy, insolvency, dissolution, or other cessation of existence as a legal entity of a Limited Partner not an individual, the authorized representative of such entity shall have all the rights of a Limited Partner for the purpose of settling, managing, or effecting the orderly winding up and dissolution of the business of such entity (including the power such entity possessed to appoint a successor as an assignee of its interest in the Partnership and to join with such assignee in making application to substitute such assignee as a Limited Partner).

Section 6.10 No Transfer to Minors or Incompetents.

In no event may any Partner transfer all or any part of his or her interest in the Partnership to a minor or an incompetent; provided, however, that a transfer may be made for benefit of a minor by transferring such interest to a Custodian for said minor under an applicable Uniform Transfer to Minors Act.

Section 6.11 No Transfer Which "Terminates" Partnership without Majority of Partner Consent.

A Partner may not transfer all or any part of his or her interest in the Partnership and no Partner shall be admitted to the Partnership if such action would result in a sale or exchange of 50% or more of the total interest in the capital and profits of the Partnership within a 12-month period such that the Partnership would be considered as terminated under Code §708(b) of the Internal Revenue Code of 1986, as amended, without the consent of a majority of the Partners.

Section 6.12 Additional General Partners; Transfer of General Partner's Interest.

No additional General Partners shall be admitted to the Partnership without the prior requisite consent of the Limited Partners under Section 4.3 hereof. A General Partner may transfer his or her interests in the Partnership, but any such transferee may not become a substitute General Partner without the requisite consent of the Limited Partners under Section 4.3 hereof.

Section 6.13 Transferees Rights and Obligations.

A party who acquires an interest in the Partnership and who becomes a substitute Partner as herein provided shall succeed to all of the rights and powers of a Partner with respect to the interest in the Partnership which is acquired. A party who does not become a substitute Partner shall be entitled only to receive the share of profits and losses and the share of distributions of cash and the return of Capital Contributions to which the Partner from whom he or she acquired his or her interest in the Partnership would have been entitled with respect to the interest in the Partnership which is acquired. Notwithstanding any other provision in this Partnership Agreement to the contrary and except as otherwise provided by law, such party shall have no right to require any information or account of Partnership transactions, no right to inspect the Partnership books and no other rights and powers of a Partner. A party who does not become a substitute Partner shall nevertheless be subject to all of the provisions of this Partnership Agreement and to all of the restrictions and liabilities under this Partnership Agreement with respect to the interest acquired.

ARTICLE 7.
DISSOLUTION AND TERMINATION

Section 7.1 **Events Causing Dissolution and Termination.**

The Partnership shall be dissolved: (i) upon the expiration of the term of the Partnership stated in this Partnership Agreement; (ii) upon the sale of all of the assets of the Partnership and the distribution of the net proceeds therefrom; (iii) in the event of the resignation or withdrawal of the General Partner if no General Partner remains and the Limited Partners do not elect to reconstitute and continue the Partnership by unanimously electing a substitute General Partner within sixty (60) days thereof; (iv) at any time with the written consent of the General Partner and Limited Partners holding a majority of the limited partnership Percentage Interests; or (v) as may be provided by law. The Partnership shall be terminated when the winding up of Partnership affairs has been completed following dissolution.

Section 7.2 **Winding Up of Partnership on Dissolution.**

Upon dissolution of the Partnership, the General Partner, or the persons required or permitted by law to carry out the winding up of the affairs of the Partnership shall promptly notify all Partners of such dissolution; shall wind up the affairs of the Partnership; shall prepare and file all instruments or documents required by law to be filed to reflect the dissolution of the Partnership; and, after paying or providing for the payment of all liabilities and obligations of the Partnership, shall distribute the assets of the Partnership as provided by law and the terms of this Partnership Agreement.

Section 7.3 **Death, Dissolution, or Bankruptcy of a Limited Partner.**

The death, dissolution, or bankruptcy of a Limited Partner shall not dissolve the Partnership.

Section 7.4 **Distributions on Dissolution.**

After dissolution, distributions to Partners on account of their interests as Partners shall be made in accordance with the provisions of Section 3.2 hereof.

Section 7.5 Distributions in Kind.

In the event it is necessary to make a distribution of Partnership property in kind, if such property is not otherwise readily divisible or if the value of such property cannot be agreed upon by the Partners, then such property shall be transferred and conveyed to the Partners or their assignees so as to vest in each of them as tenants in common an undivided interest in the whole of said property equal to his or her proportionate interest in the distribution of proceeds to which he or she is entitled under this Agreement.

ARTICLE 8.
FISCAL MATTERS

Section 8.1 Books and Records.

The General Partner shall maintain full and accurate books of the Partnership at its principal place of business or at such other place as may be designated from time-to-time by the General Partner, showing all receipts and expenditures, assets and liabilities, profits and losses, and all other records necessary for recording the Partnership's business and affairs. All records necessary to manage the daily operation of the Partnership may be maintained by the General Partner or any Affiliate. Each Partner and his or her duly authorized representatives shall at all times have access to and may inspect and copy any of such books and records. A list of the names and addresses of all the Limited Partners shall be maintained by the Partnership and shall be mailed to any Partner upon request. The Partnership may obtain a reasonable charge for copies provided hereby.

Section 8.2 Reports to Partners.

The General Partner shall cause to be prepared at the Partnership's expense, and shall deliver to each Partner, the following reports:

8.2.1 Within 60 days after the end of each Fiscal Year, all information necessary for the preparation of the Limited Partners' federal income tax returns.

8.2.2 The General Partner shall also furnish to any Partner, at such Partner's expense, for which expense the General Partner may require prepayment, such other reports on the operations and conditions of the Partnership as such Partner may reasonably request from time to time.

Section 8.3 Bank Accounts.

All funds of the Partnership shall be deposited in its name in such checking and savings accounts or time deposits or certificates of deposit as shall be designated by the General Partner from time-to-time. Withdrawals therefrom shall be made upon such signature or signatures as the General Partner may designate.

Section 8.4 Accounting Decisions.

All decisions as to accounting matters, except as specifically provided to the contrary herein, shall be made by the General Partner in accordance with generally accepted accounting principles consistently applied, unless another method of accounting not in accordance with generally accepted accounting principles is selected for tax reporting purposes.

ARTICLE 9.
GENERAL PROVISIONS

Section 9.1 Notices.

All notices, consents, waivers, directions, requests, votes, or other instruments or communications provided for under this Partnership Agreement shall be in writing, signed by the party giving the same, and shall be deemed properly given when actually received, if delivered in person, or when mailed, if sent by registered or certified United States mail, postage prepaid, addressed: (a) in the case of the Partnership, to the Partnership at the principal place of business of the Partnership; or (b) in the case of any Partner individually, to such Partner at his or her residential or business address. Each Partner may, by written notice to all other Partners, specify any other address for the receipt of such instruments or communications.

Section 9.2 Power of Attorney.

Each Partner, by the execution of this Partnership Agreement, hereby irrevocably constitutes and appoints the General Partner, his successors and assigns, as such Partner's true and lawful attorney and agent, with full power and authority in such Partner's name, place, and stead to execute, acknowledge, deliver, file, and record, in any appropriate public office, (i) any certificate or other instrument which may be necessary, desirable, or appropriate to qualify or continue the Partnership as a limited partnership under the laws of the State of Tennessee; (ii) any amendment to this Partnership Agreement or to any certificate or other instrument which may be necessary, desirable, or appropriate to reflect the admission of a Partner, the withdrawal of a Partner, or the transfer of all or any part of the interest of a Partner in the Partnership or any additional Capital Contributions or withdrawal of Capital Contributions by a Partner; (iii) any conveyance of any property owned by the Partnership; (iv) any mortgage or other encumbrance of any property owned by the Partnership and related documents; (v) any note or other instrument evidencing a Partnership obligation and related documents; and (vi) any certificate or instrument which may be appropriate, necessary, or desirable to reflect the dissolution, liquidation, and termination of the Partnership.

The power of attorney granted hereby shall not be affected by disability of the principal, shall be deemed to be coupled with an interest and shall survive the death or incompetency of any Partner and the transfer by any Partner of his or her interest as Partner in the Partnership.

The power of attorney granted hereby includes the authority to take any further action which the General Partner shall consider necessary or convenient in connection with any of the powers granted to the General Partner pursuant to this Section 9.2 hereby giving the General Partner full power and authority to do and perform each and every act whatsoever requisite and necessary to be done in and about the foregoing as fully as each Limited Partner might or could do if personally present, and hereby ratifying and confirming all that said General Partner shall do or cause to be done by virtue hereof.

Notwithstanding the existence of the foregoing power of attorney, each Partner hereby agrees to join in the execution, acknowledgment, and delivery of the instruments referred to above.

Section 9.3 Integration.

This Partnership Agreement embodies the entire agreement and understanding among the Partners and supersedes all prior agreements and understandings, if any, among and between the Partners relating to the subject matter hereof.

Section 9.4 Applicable Law.

This Partnership Agreement and the rights of the Partners shall be governed by and construed and enforced in accordance with the laws of the State of Tennessee.

Section 9.5 Counterparts.

This Partnership Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart, except that no counterpart shall be authentic unless signed by the General Partner.

Section 9.6 Severability.

In case any one or more of the provisions contained in this Partnership Agreement or any application thereof shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

Section 9.7 Binding Effect.

Except as herein otherwise provided to the contrary, this Partnership Agreement shall be binding upon, and inure to the benefit of the Partners and their respective heirs, executors, administrators, successors and assigns.

Section 9.8 Waiver of Action of Partition.

The Partners agree that the assets of the Partnership are not and will not be suitable for partition and that all the assets of the Partnership should be dealt with as a single, integral unit. Accordingly, each of the Partners hereby irrevocably waives any and all rights that he or she may have to maintain an action for partition of any of the assets of the Partnership, either as a partition in kind or a partition by sale.

IN WITNESS WHEREOF, the undersigned, being all of the Partners of the Partnership, have executed and acknowledged this Partnership Agreement as of the day first above written.

GENERAL PARTNER:

NATIONAL HOSPICE, INC.

By: Norman C. McRae
Norman McRae, President

LIMITED PARTNERS:

NHC/OP, L.P.

By: Robert G. Adams
Robert G. Adams, Vice President
of its Gen. Partners, NHC/Delaware, Inc.

Norman C. McRae
Norman McRae, Individually

Colman Hoffman
Colman Hoffman, Individually

Andrew Reed, Individually

Richard Borrelli, Individually

Attachment 9A

Site Control Documentation

THIRD AMENDMENT TO LEASE AGREEMENT

This Third Amendment to Lease Agreement ("Third Amendment") entered into by and between **AK Leasehold I, LLC** ("Landlord") and **Caris Healthcare L.P.** ("Tenant") dated as of the 31st day of July, 2019.

WITNESSETH

KBS Nashville Industrial Portfolio, I, LLC, Landlord's predecessor in interest and Tenant entered into that certain lease agreement dated October 31, 2009 (the "Original Lease"); as amended by that certain Lease Extension Agreement dated January 30, 2015 between AF Greenbriar TN LLC and Tenant and as amended by that certain Second Amendment to Lease Agreement dated February 20, 2018 between Landlord and Tenant (collectively the "Lease") for the leased premises described as 2525 Perimeter Place Drive, Suite 131, Nashville, TN 37214 consisting of 2,751 rentable square feet ("Original Premises"); and

WHEREAS, Landlord and Tenant have mutually agreed to relocate from the Original Premises to a different location within the Building; and

WHEREAS, the Lease expires by its terms on February 28, 2021, and the parties wish to further extend the term of the Lease; and

WHEREAS, Landlord and Tenant wish to set out in writing the modification of the Lease based upon the relocation, extension and other factors;

NOW THEREFORE, in consideration of the Lease, the covenants and conditions set out herein and other good and valuable consideration the receipt of which is hereby acknowledged, the parties for themselves, their successors and assigns do covenant and agree as follows:

1. The above recitations including that of consideration are true and correct.
2. **Relocation Premises:** Landlord and Tenant acknowledge and agree that Tenant shall relocate to the Relocation Premises identified as: *2525 Perimeter Place Drive, Suite 136, Nashville, TN 37214* ("Relocation Premises").
3. **Relocation Date:** Tenant shall vacate the Original Premises and occupy the Relocation Premises on the date that is the later to occur, October 1, 2019 or the date on which Landlord delivers the Relocation Premises to Tenant ready for occupancy with all work substantially complete. If the Relocation Date occurs on a date other than the first day of a month, then Monthly Base Rent for that month shall be prorated and the Relocation

Term shall be extended so that the Relocation Term shall be fifty-four (54) months from the first day of the following month ("Relocation Date").

4. On the Relocation Date, the Original Premises shall be replaced by the "Relocation Premises" and Tenant shall have no contractual or possessory rights to the Original Premises after the Relocation Date. All provisions of the Lease which survive the expiration/termination thereof, shall survive as to the Original Premises as if the Lease expired on the Relocation Date.

5. Landlord shall provide Tenant reasonable and sufficient access to the Relocation Premises to allow the transition to take place in a timely manner.

6. **Relocation Term:** The term for the Relocation Premises ("Relocation Term") shall be fifty-four (54) months from the Relocation Date.

7. **Condition of Relocation Premises/Landlord's Work:** Landlord shall paint the Relocation Premises and install new carpet and replace one (1) wall detailed on the floorplan attached hereto as Exhibit "A"; providing cost for the same does not exceed $10.00 per rentable square foot; Tenant to select from Building Standards. Otherwise, Tenant is accepting the Relocation Premises in "As Is" condition.

8. **Rentable Square Footage:** Landlord and Tenant agree that the estimated rentable square footage of the Relocation Premises is 4,961 rentable square feet.

9. **Base Rent:** Base Rent for the Relocation Term for the Relocation Premises is as follows:

PERIOD	RATE/ R.S.F.	MONTHLY BASE RENT	PERIODIC BASE RENT
Month 1 – Month 2	$0.00	$0.00*	$0.00*
Month 3 - Month 12	$12.50	$5,167.71	$51,677.08
Month 13 - Month 24	$12.88	$5,322.74	$63,872.88
Month 25 - Month 36	$13.26	$5,482.42	$65,789.06
Month 37 - Month 48	$13.66	$5,646.89	$67,762.73
Month 49 - Month 54	$14.07	$5,816.30	$34,897.81

Together with applicable taxes under Lease.

* In the event of a breach of the Lease by Tenant, after appropriate notice and opportunity to cure, Base Rent for this period shall be immediately due and payable at the rate of $5,167.71 per month plus applicable tax, if any.

10. **Tenant's Share:** The Lease remains a triple net lease. Tenant's Share for the Relocation Premises shall be 3.66%.

11. The estimated first year monthly passthrough shall be $1,347.74.

12. All computation in the Lease based upon rentable square footage shall be adjusted accordingly after the Relocation Date.

13. **Brokerage:** Each of the parties represents and warrants that it has dealt with no broker or brokers in connection with the negotiation or execution of this Third Amendment,

except ***CBRE, INC.*** ("Landlord's Broker") and each of the parties agrees to indemnify the other party hereto (and its members, principals, beneficiaries, partners, officers, directors, employees, mortgagee(s) and agents (collectively, the "Related Parties") against, and hold it harmless from, all liabilities arising from any claim for brokerage commissions or finder's fee resulting from the indemnitor's acts (including, without limitation, reasonable attorney's fees in connection therewith); provided, however, that Landlord shall not be required to indemnify Tenant for claims made by Tenant's Broker (or any party claiming by or through Tenant's Broker).

14. **Notice to Landlord:** AK Leasehold I, LLC c/o Adler Real Estate Partners, LLC 800 Brickell Avenue, Suite 701, Miami, FL 33131.

15. **Payment Address:** AK Leasehold I, LLC P.O. Box 936419, Atlanta, GA 31193-6419.

16. **Notice to Tenant:** Caris Healthcare L.P. 2525 Perimeter Place Drive, Suite 136, Nashville, TN 37214.

17. **Security Deposit:** Landlord is currently not holding a security deposit from Tenant and no security deposit is required for this Third Amendment.

18. **Permitted Use:** The permitted use for the Relocation Premises shall remain the same as identified in the Lease, i.e., Office.

19. To the extent not inconsistent or in conflict with the terms of this Third Amendment, the terms of the Lease shall remain in full force and effect and apply to the Relocation Premises. In the event of any conflict or inconsistency, the terms of this Third Amendment shall govern.

In Witness Whereof the parties have set their hands and seals as of the date first above written.

LANDLORD:

AK Leasehold I, LLC, a Delaware limited liability company

By: _____ Authorized Signatory

John P. Meyer
Vice President

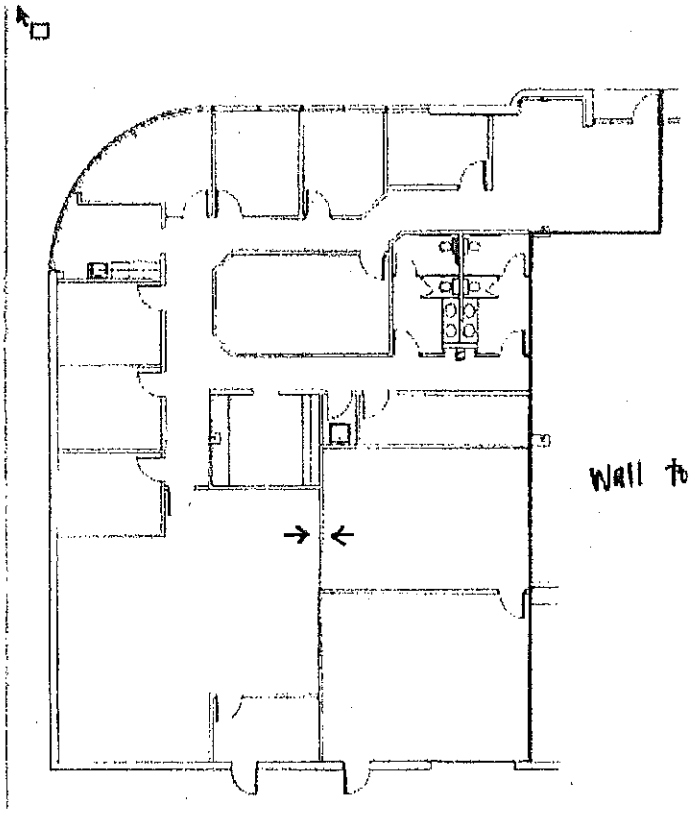
TENANT:

Caris Healthcare L.P., a Tennessee limited partnership

By: _____
Name: Brad Reste
Its: SVP

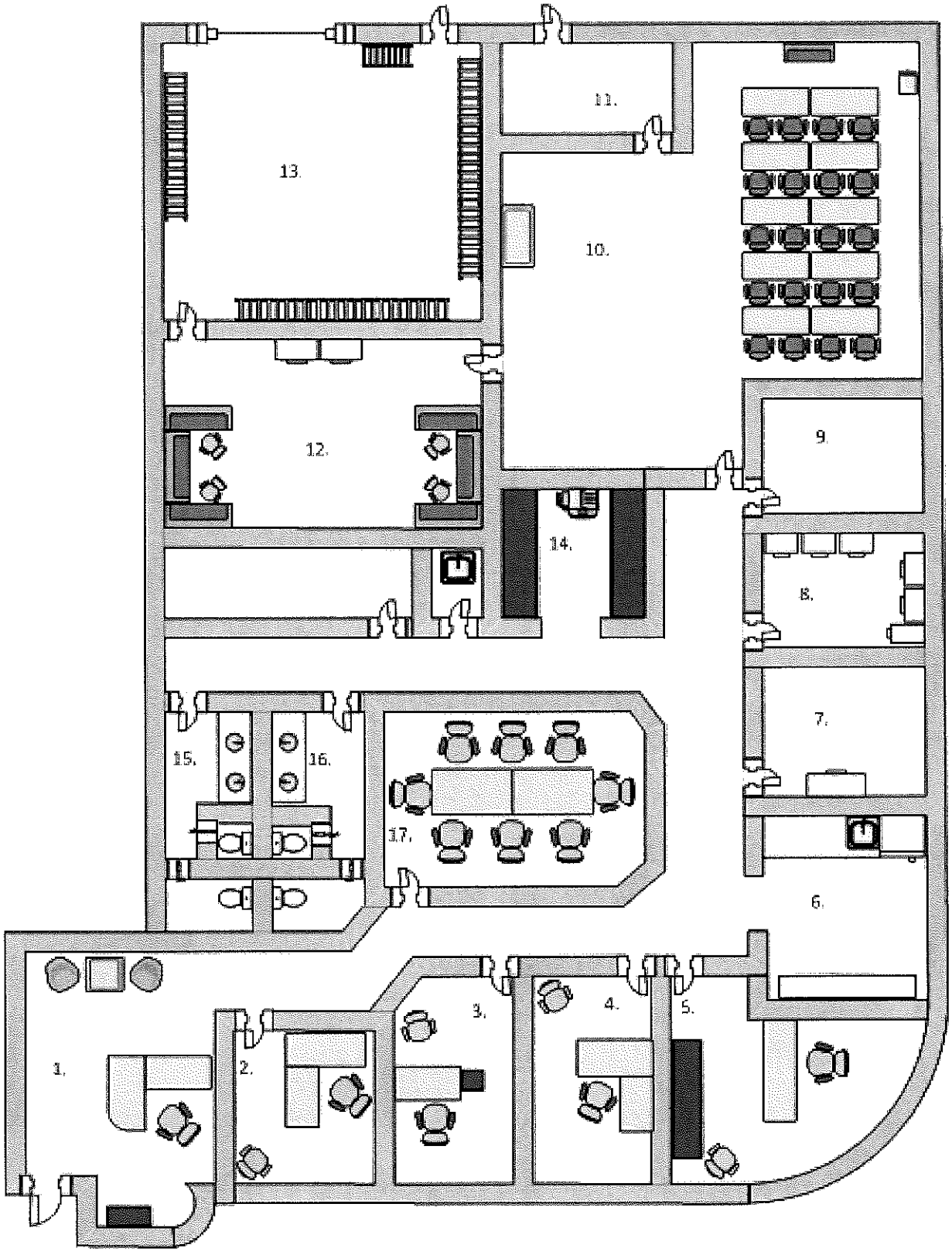
EXHIBIT "A"

SKETCH OF RELOCATION PREMISES



Attachment 10A

Floor Plan


11.
13.
10.
12.
9.
14.
8.
7.
15.
16.
17.
6.
1.
2.
3.
4.
5.

Attachment 3E

Consent Calendar Justification

NHC
NATIONAL HEALTHCARE CORPORATION

October 1, 2021

Mr. Logan Grant, Executive Director
State of Tennessee
Health Services & Development Agency
Andrew Jackson State Office Building
502 Deaderick Street, 9th Floor
Nashville, TN 37243

RE: Caris Healthcare, LP (Hospice)

Dear Mr. Grant:

Pursuant to Certificate of Need Program, Chapter 0720-10-.04 Consent Calendar, Caris Healthcare L.P. "Caris" would like to request that its referenced project be placed on the appropriate HSDA Consent Calendar. Consent Calendar is being requested for this project which is consistent with past requests for similar projects. By way of justification, the referenced project does not increase or decrease CON covered services and/or service/market area. Regarding the three criteria, the following observations can be made which support our consent request:

Need - no net increase in services are being requested. If the CON is approved, Coffee county will be added to Caris HealthCare license #606 and removed from Caris Healthcare license #605.

Quality Standards - Since opening in 2003, Caris has operated in good standing according to the rules of the State of Tennessee, Department of Health and has maintained all applicable state licenses in good standing. Caris as a hospice provider, is surveyed both at the State and Federal level. Caris compares favorably, both at the State and the national level, regarding hospice care measurements.

Consumer Advantage - Caris is an existing provider of hospice services which is accessible to all appropriately referred hospice patients. This project is consistent in that is supports a continuum of care model where patients are allowed to elect to follow a palliative care path for end of life diagnoses. Caris' quality of care standards apply equally to all patients, regardless of ability to pay. It is and will continue to be Caris Healthcare's policy to be readily accessible to consumers.

If you require any additional information or need clarification on any of the supplied material, please do not hesitate to contact me at 615-890-2020.

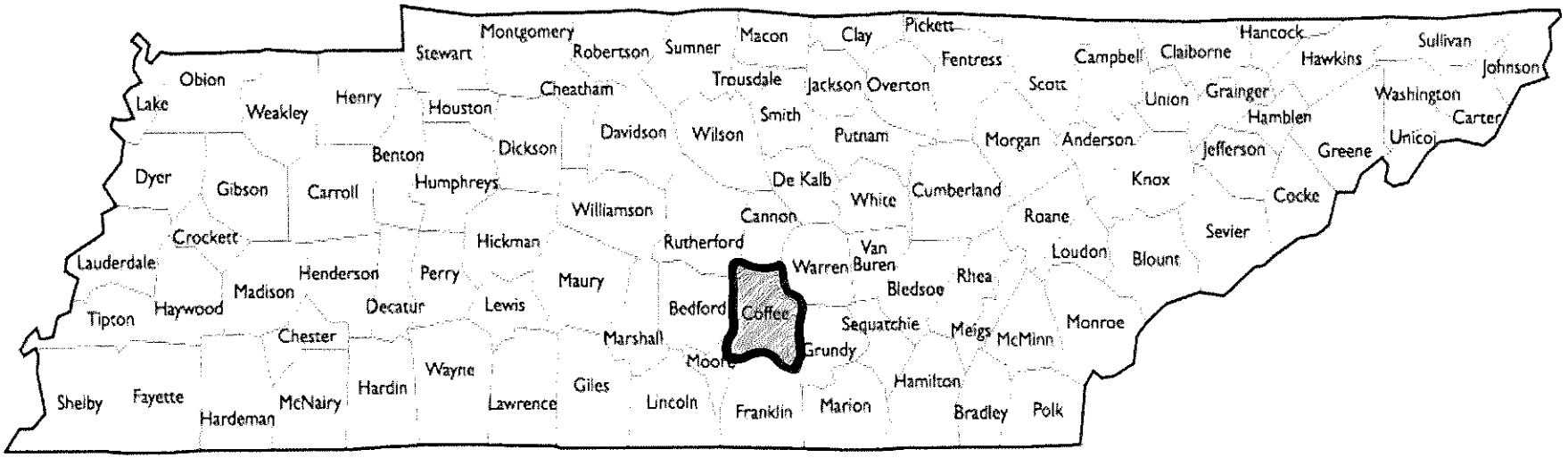
Sincerely,

NATIONAL HEALTHCARE CORPORATION

Dere R. Brown
Director of Health Planning & Authorized Representative for Caris Healthcare L.P.

Attachment 2N

County Level Map


Montgomery
Stewart
Robertson
Sumner
Macon
Clay
Pickett
Hancock
Sullivan
Fentress
Campbell
Claiborne
Hawkins
Johnson
Obion
Trousdale
Jackson
Overton
Scott
Lake
Weakley
Henry
Houston
Cheatham
Smith
Union
Grainger
Washington
Hamblen
Carter
Davidson
Wilson
Putnam
Morgan
Anderson
Unicoi
Jefferson
Greene
Benton
Dickson
Dyer
Gibson
Carroll
Humphreys
De Kalb
White
Cumberland
Knox
Cocke
Williamson
Cannon
Roane
Sevier
Crockett
Hickman
Rutherford
Van Buren
Warren
Loudon
Blount
Lauderdale
Henderson
Perry
Maury
Madison
Bledsoe
Rhea
Tipton
Haywood
Decatur
Lewis
Bedford
Coffee
Sequatchie
Meigs
McMinn
Monroe
Chester
Marshall
Grundy
Moore
Wayne
Hamilton
Shelby
Fayette
Hardin
McNairy
Giles
Lawrence
Lincoln
Franklin
Marion
Bradley
Polk
Hardeman

Supplemental Attachment

Home Care Organizations County List

Attachment - Home Care Organizations

Home Health Agency, Hospice Agency (excluding Residential Hospice), identify the following by checking all that apply:

	Existing Licensed County	Parent Office County	Proposed Licensed County		Existing Licensed County	Parent Office County	Proposed Licensed County
Anderson	☐	☐	☐	Lauderdale	☐	☐	☐
Bedford	■	☐	☐	Lawrence	■	☐	☐
Benton	☐	☐	☐	Lewis	■	☐	☐
Bledsoe	☐	☐	☐	Lincoln	■	☐	☐
Blount	☐	☐	☐	Loudon	☐	☐	☐
Bradley	☐	☐	☐	McMinn	☐	☐	☐
Campbell	☐	☐	☐	McNairy	☐	☐	☐
Cannon	☐	☐	☐	Macon	☐	☐	☐
Carroll	☐	☐	☐	Madison	☐	☐	☐
Carter	☐	☐	☐	Marion	☐	☐	☐
Cheatham	■	☐	☐	Marshall	■	☐	☐
Chester	☐	☐	☐	Maury	■	☐	☐
Claiborne	☐	☐	☐	Meigs	☐	☐	☐
Clay	☐	☐	☐	Monroe	☐	☐	☐
Cocke	☐	☐	☐	Montgomery	■	☐	☐
Coffee	☐	☐	■	Moore	■	☐	☐
Crockett	☐	☐	☐	Morgan	☐	☐	☐
Cumberland	☐	☐	☐	Obion	☐	☐	☐
Davidson	■	■	☐	Overton	☐	☐	☐
Decatur	☐	☐	☐	Perry	■	☐	☐
DeKalb	☐	☐	☐	Pickett	☐	☐	☐
Dickson	■	☐	☐	Polk	☐	☐	☐
Dyer	☐	☐	☐	Putnam	☐	☐	☐
Fayette	☐	☐	☐	Rhea	☐	☐	☐
Fentress	☐	☐	☐	Roane	☐	☐	☐
Franklin	■	☐	☐	Robertson	☐	☐	☐
Gibson	☐	☐	☐	Rutherford	■	☐	☐
Giles	■	☐	☐	Scott	☐	☐	☐
Grainger	☐	☐	☐	Sequatchie	☐	☐	☐
Greene	☐	☐	☐	Sevier	☐	☐	☐
Grundy	☐	☐	☐	Shelby	☐	☐	☐
Hamblen	☐	☐	☐	Smith	☐	☐	☐
Hamilton	☐	☐	☐	Stewart	■	☐	☐
Hancock	☐	☐	☐	Sullivan	☐	☐	☐
Hardeman	☐	☐	☐	Sumner	☐	☐	☐
Hardin	■	☐	☐	Tipton	☐	☐	☐
Hawkins	☐	☐	☐	Trousdale	☐	☐	☐
Haywood	☐	☐	☐	Unicoi	☐	☐	☐
Henderson	☐	☐	☐	Union	☐	☐	☐
Henry	☐	☐	☐	Van Buren	☐	☐	☐
Hickman	■	☐	☐	Warren	☐	☐	☐
Houston	■	☐	☐	Washington	☐	☐	☐
Humphreys	■	☐	☐	Wayne	■	☐	☐
Jackson	☐	☐	☐	Weakley	☐	☐	☐
Jefferson	☐	☐	☐	White	☐	☐	☐
Johnson	☐	☐	☐	Williamson	■	☐	☐
Knox	☐	☐	☐	Wilson	☐	☐	☐
Lake	☐	☐	☐				

Supplemental 1
October 12, 2021

NHC
NATIONAL HEALTHCARE CORPORATION

October 12, 2021

Ms. Trang Wadsworth
State of Tennessee
Health Services and Development Agency
502 Deaderick Street, Andrew Jackson Bldg., 9th Floor
Nashville, TN 37243

RE: Certificate of Need Application CN2109-030
Caris HealthCare

Dear Trang:

Attached please find the responses to the supplemental request for the above referenced CON application.

If you have any questions, please do not hesitate to contact me at 615-890-2020.

Sincerely,

Dere R. Brown

Dere R. Brown
Director of Health Planning and Licensure/Certification
Authorized Representative for the Applicant

1. **Item 9A. Floor Plan**

   The floor plan labeled for rooms 1-17 is noted. Please provide a key for the numbered rooms.

   RESPONSE: Attached please a revised floor plan which includes a key for the numbered rooms.

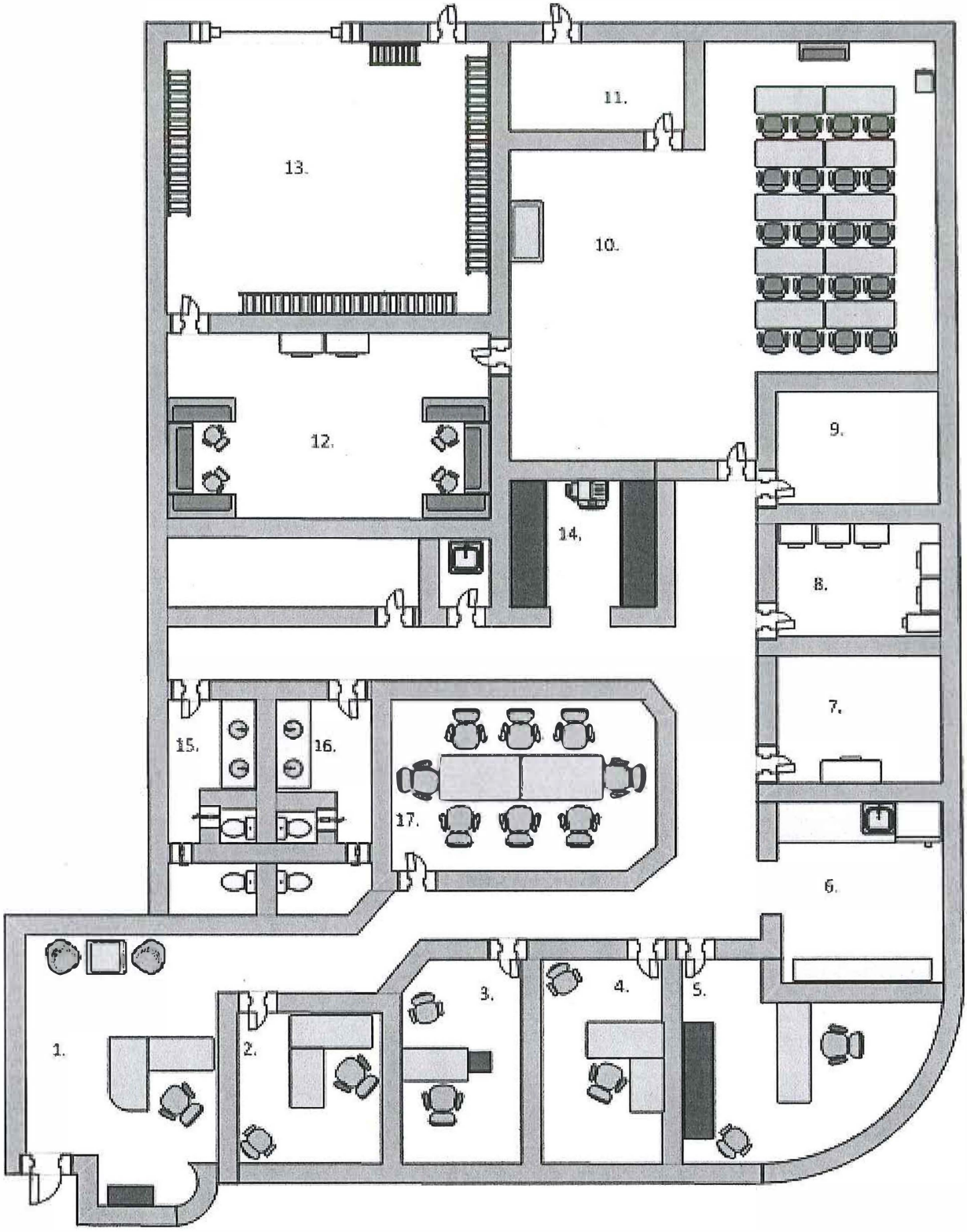
2. **Item 1E., Overview**

   Please verify if Lincoln Medical Home Health and Hospice is still licensed to serve Coffee County for hospice services.

   RESPONSE: According to Tennessee Health Care Facilities listing of licensed hospice agencies, Lincoln Medical Home Health and Hospice is licensed to service patients in Coffee County. This information was also confirmed with Niraj Soni with Tennessee Health Care Facilities. Please see attached information as of 10/7/21.

   Please clarify why the applicant is proposing to serve Coffee County residents out of Davidson County while the Rutherford County Caris office is closer to Coffee County under the current license (license #605).

   RESPONSE: Caris Healthcare is committed to providing the highest quality care at maximum efficiency throughout the licensed service area and the State of Tennessee. We are continuously striving to meet the needs of our customers as well as keeping up with the changes in the market. Upon approval of this project, Caris' goal is to request licensure approval for an additional branch office to better serve patients in Coffee and in the south-central counties. The south-central counties (specifically Lincoln, Moore and Franklin) are already licensed by Caris Healthcare, Nashville. Caris did consider the option of requesting to "move" these three counties to the Murfreesboro license; however, determined a more reasonable and less costly option would be to request CON approval to "move" Coffee County only to the Nashville license.



1. Office Support 2. Office Manager 3. Patient Care Manager 4. Clinical Coordinator

5. Administrator 6. Kitchen 7. Caris Reps 8. Medical Records 9. Regional Team

10. Training Room 11. Palliative Care Office 12. Family Service Team 13. Medical Supplies

14. Copier Room 15. Women's Restroom 16. Men's Restroom 17. Conference Room

Supplemental 1
October 12, 2021

Last Updated: 10/7/2021

For more information, please contact
Health Care Facilites
(615)741-7221 or 800-310-4650

Health Care Facilities

Licensed Facilities

Current Listings

Type = Hospice
County = LINCOLN
Results = 1

Click here to return to the search page

1

LINCOLN MEDICAL HOME HEALTH AND HOSPICE
106 Medical Center Blvd
Fayetteville, TN 37334
Attn: Debbie Yorba, RN
931-433-8088

Certified Counties
Bedford, Coffee, Franklin, Giles, Lincoln, Marshall, Moore

Administrator: Debbie Yorba, RN
Owner Information:
LINCOLN COUNTY COURTHOUSE
112 MAIN AVENUE SOUTH, ROOM 101
Fayetteville, TN 37334
931-433-3045

Facility License Number: 00000375
Status: Licensed
Date of Last Survey: 01/16/2019
Accreditation Expires: 06/08/2022
Date of Original Licensure: 07/01/1998
Date of Expiration: 07/29/2022
No Disciplinary Actions

3. **Item 4E. Project Cost Chart**

Please include legal and administrative fees associated with filing the application to the Project Costs Chart. This will include publication costs, staff time devoted to the development of the CON application, etc.

RESPONSE: The applicant anticipates very minimal cost involved with this project; however, attached please find Revised Project Cost chart which includes legal and administrative fees associated with the filing.

4. **Item 2N. Service Area**

Please clarify why the applicant expects hospice patients will decrease from 10 patients in Year 2020 to 4 patients in Year One (2022). What methodology was used to project patients in Year One?

RESPONSE: Please see attached "Replacement Page 11". Caris Healthcare projects an average daily census of 4 patients in year 1 and total patient days of 1,460 (4 x 365 = 1,460) . The average length of stay for a hospice patient is 88 days. Based on this methodology, Caris Healthcare projects 17 patients within Year 1. (1,460 / 88 = 17)

5. **Item 5N. Historical Utilization**

The table of patients served in Coffee County on page 14 is noted. However, the applicant did not include utilization from Caris Healthcare that has a parent office located at 2525 Perimeter Place Drive, Suite 131, Nashville, TN 37214 for the years 2018 and 2020. Is this entity licensed to serve patients in Coffee County? Please clarify.

Please revise the table on page 14 to include patients served by Caris Healthcare based out of Davidson County and submit a replacement page 14.

RESPONSE: The utilization table indicates the total number of hospice patients serviced in Coffee County from 2018 - 2020. Caris Healthcare provided service to these patients from their Murfreesboro (Rutherford County) office during this time. Although JAR data for Caris Healthcare, Nashville reported utilization in Coffee County, this information was reported in error and incorrect. Caris Healthcare, Nashville has not provided service to any patients in Coffee County, as they are not licensed for this county; however, as requested please see attached replacement page 13.

Please confirm the applicant moved from 2525 Perimeter Drive, Suite 131, Nashville, TN (as shown in the Joint Annual Report) to 2525 Suite 136 (as shown on the Dept. of Health licensure web-site).

RESPONSE: Please see attached February 12, 2020 letter from the TN Department of Health confirming the change in address from Suite 131 to 136.

Item 6N. Projections

Please address this question specific to the applicant's projections for Coffee County in Year One and Year Two of the proposed project.

RESPONSE: Please see replacement page 13 for the applicant's projections for Coffee County in Year One and Year Two of the proposed project.

6. **Item 8Q. Staffing Chart**

Please clarify what the position "HA" represents in the staffing chart.

It is noted there were 5.0 FTE MDs employed by Caris Healthcare. Please clarify why there will not be any MD coverage for Coffee County in Year One of the proposed project.

RESPONSE: Please note "HA" is an abbreviation for Hospice Aide. Please see Replacement Page 21.

The Nashville parent office along with its branch offices are staffed and provide the care, supervision of the staff, and service delivery which includes 5 MD FTEs to the existing twenty-two county service area. The addition of Coffee County to this service area would not require hiring another MD at this time; therefore, was not projected in Year 1 for this project. MD coverage to Coffee County will be provided and shared by the existing 5 MD FTEs through the existing parent and branch offices which services the existing licensed service area.

TN Department of Health

February 12, 2020

Mr. Jonathan Roberts, Administrator
Caris Healthcare
2525 Perimeter Place Drive, Suite 136
Nashville, TN 37214

Dear Mr. Roberts:

HOSPICE Identification Number: 44-1586

We have been informed of the suite change of your Hospice to the suite shown above. Previously, your suite number was 131.

Under the auspices of the Centers for Medicare/Medicaid Services, we are informing your fiscal intermediary of this change. Please contact your fiscal intermediary office with any questions or concerns you may have regarding Medicare reimbursement.

Should you have other questions concerning this matter, please contact our office at (865) 594-9396.

Sincerely,

Tamra Turberville/CVB

Tamra Turberville, R.N., M.S.N.
Public Health Nurse Consultant Manager

TT:cvb

cc: Central Office
Provider Enrollment
Intermediary

AFFIDAVIT

STATE OF TENNESSEE

COUNTY OF Rutherford

NAME OF FACILITY: Cairs Healthcare

I, Dee R. Brown, after first being duly sworn, state under oath that I am the applicant named in this Certificate of Need application or the lawful agent thereof, that I have reviewed all of the supplemental information submitted herewith, and that it is true, accurate, and complete.

Dee R. Brown, Dir. of Health Planning
Signature/Title

Sworn to and subscribed before me, a Notary Public, this the 12th day of October, 2021, witness my hand at office in the County of Rutherford, State of Tennessee.

Kathy T. Henderson
NOTARY PUBLIC

My commission expires 5-18-2024.

KATHY T. HENDERSON
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY

HF-0043

Revised 7/02