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HEALTH FACILITIES COMMISSION  
SEPTEMBER 24, 2025  
APPLICATION REVIEW

NAME OF PROJECT: Sumner Regional Medical Center

PROJECT NUMBER: CN2506-020

ADDRESS: 3320 Highway 109 N (Parcel ID 095-055-04601-000-2025)  
Lebanon (Wilson County), TN 37087

LEGAL OWNER: Sumner Regional Medical Center, LLC  
555 Hartsville Pike  
Gallatin (Sumner County), TN 37066

OPERATING ENTITY: N/A

CONTACT PERSON: Darcy Schaeffer, Consultant  
Research and Planning Consultants  
(512) 371-8011

DATE FILED: June 30, 2025

PROJECT COST: \$21,583,185

PURPOSE FOR FILING: Establishment of a freestanding emergency department (FSED)

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*Note to Commission 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 Health Facilities Commission Staff comments will be presented as a "Note to Commission members" in bold italic.*

**PROJECT DESCRIPTION:**

This application is for the establishment of a freestanding emergency at 3320 Highway 109 N, Lebanon (Wilson County), Tennessee 37087. ***This project is being heard under simultaneous review with CN2506-022 TriStar Summit Medical Center under Commission Rule 0720-10-.02(3).***

### Executive Summary

- If approved, the applicant projects the proposed project will open for service in April 2027.
- The proposed FSED will be a satellite of Sumner Regional Medical Center, a 167-bed acute care hospital, located approximately 11.8 miles from the proposed project site to the south of the host hospital.
- The three ZIP Code service area includes the central and western portion of Wilson County: 37087 – Lebanon, 37090 – Lebanon and 37122 – Mt. Juliet.
- There are two emergency departments within the service area located at Vanderbilt Wilson County Hospital in Lebanon (central Wilson County), and TriStar Summit Medical Center – Mount Juliet Freestanding Emergency Department (FSED) in Mount Juliet (western Wilson County), which is a satellite of TriStar Summit Medical Center, located in eastern Davidson County.
- The FSED will include six treatment rooms initially with shelled space for an additional two rooms, spaces for imaging (x-ray, and CT), laboratory spaces.
- The applicant is owned by Highpoint Healthcare, LLC which owns and operates four other acute care hospitals: the host hospital – Sumner Regional Medical Center in Sumner County in Gallatin (Sumner County), Highpoint Health – Sumner Station with Ascension Saint Thomas (a freestanding emergency department (FSED) in Gallatin (Sumner County) operating under the Sumner Regional Medical Center, LLC license, Highpoint Health – Riverview with Ascension Saint Thomas in Carthage (Smith County), and Highpoint Health – Trousdale with Ascension Saint Thomas in Hartsville (Trousdale County).
- 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 included a purchase and sale agreement between the seller, Fortuna Development, LLC and the buyer, Sumner Regional Medical Center, LLC for the proposed site as Attachment 9A.
- The FSED will be a single-story facility known as Highpoint Health – Lebanon FSED and will include six treatment rooms with one trauma room, one behavioral health room, a triage area, laboratory and imaging services, and separate canopied entrances for ambulance arrivals and walk-in patients. The Emergency Department room configurations are detailed in Attachment 10A – Floor Plan.
- The project site is part of a parcel of approximately 3 acres within an overall site of 20.54 acres located at 3320 Tennessee Highway 109, Lebanon, TN 37090. The

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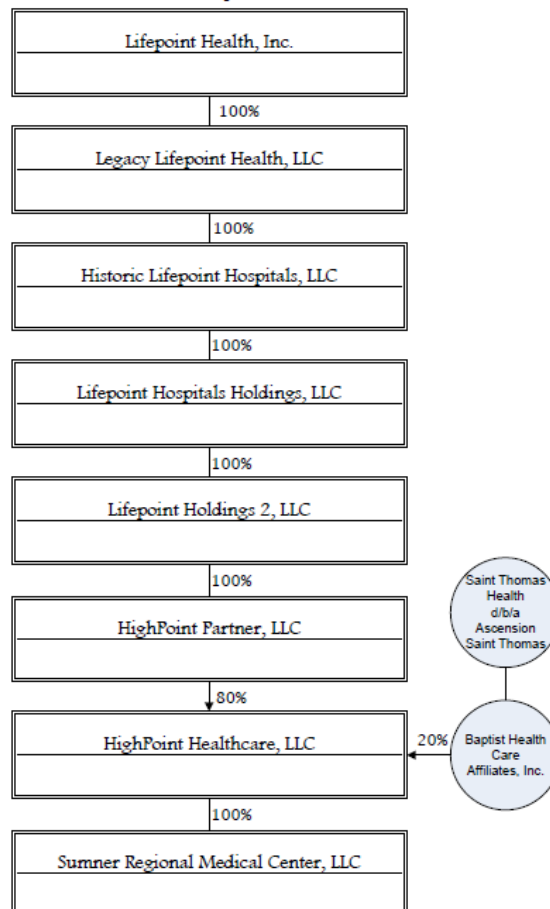
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property is located near the intersection of Hwy-109 and US-70, approximately 3 miles north of Interstate 40.

### Ownership

- Sumner Regional Medical Center dba Highpoint Health – Sumner Ascension Saint Thomas is owned by Highpoint Healthcare, LLC, a joint venture with 20% ownership by Baptist Healthcare Affiliates, Inc., a subsidiary of Saint Thomas Health, and 80% ownership by Highpoint Partner, LLC. Highpoint Partner LLC and Highpoint Health, LLC are both indirect subsidiaries of Lifepoint Health, Inc. Lifepoint Health, Inc. is owned by certain investment funds and investment vehicles with ultimate control residing with affiliates of Apollo Global Management, Inc. a publicly traded company (NYSE: APO), directly or indirectly through special purpose holding companies.

**Sumner Regional Medical Center, LLC (Applicant)**  
Lifepoint Health, Inc. is owned by certain investment funds and investment vehicles with ultimate control residing with affiliates of Apollo Global Management, Inc. a publicly traded company (NYSE: APO), directly or indirectly through special purpose holding companies.



### Project Cost Chart

- The total project cost is \$21,583,185. Of this amount, the highest line-item costs of the project are Construction Costs (\$9,443,500), Fixed Equipment (\$2,491,500); Moveable Equipment (\$2,181,269), and Acquisition of the Land (\$1,800,000).
- For additional information, please refer to the Project Cost Chart on Page 9 of the original application.

## **NEED**

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

- The need to accommodate population growth within the service area which is projected to increase by over 15,000 residents from 2024-2029. The population of residents age 65+ is projected to increase by (26%) over the same period.
- The need to increase emergency department capacity in Wilson County and the service area ZIP Codes as the existing emergency departments are operating above American College of Emergency Physicians (ACEP) high-range benchmarks.
- The need to alleviate access concerns related to traffic congestion along State Route 109.
- The applicant states that while this project will improve geographic accessibility for residents of the service area, it is not being developed in order to decompress the host hospital's emergency department.
- The need to address growth in ED utilization and acute care transfers in the service area.
- To provide patients with an additional choice of location to receive emergency care at a facility that will ensure expanded in-network financial access for patients.

*(For applicant discussion, see the Original Application, Item 2.E., Page 7 as well as the responses to Item 1N through 4N)*



## **SERVICE SPECIFIC CRITERIA AND STANDARD REVIEW**

### **Freestanding Emergency Departments:**

All applicable criteria and standards were met:

*The following Criterion appear to be met. However, HFC staff comments are provided for member context given the optional nature of the specific standards:*

- **Criteria #1-Determination of Need in the Service Area:** *The applicant is required to demonstrate that the population in the proposed service area has inadequate access to emergency services due to Geographic Isolation, Capacity Challenges, or Low-Quality of Care. The applicant has requested consideration under Capacity Challenges only and not under Geographic Isolation or Low Quality of Care. The applicant has provided data under Other Applicable Data Related to Need and Capacity demonstrating the level of higher acuity patients, behavioral health patients and patients over age 65 served in the three ZIP Code Service Area.*
- **Capacity Challenges (Visits per Treatment Room)** *Both emergency rooms in the proposed service area exceed the ACEP ranges for hospitals in their respective ranges according to 2023 Joint Annual Report data. See Attachment 1NR3, Table 1B2, Page 10.*

### **Service Area Emergency Department Utilization and ACEP Ranges 2023**

Year	# of Visits	# of Rooms	# Vists per Room	ACEP Low Range	ACEP Mid Range	ACEP High Range
Vanderbilt Wilson County Hospital	31,579	19	1,662	1,429	1,316	1,200
TriStar Mt. Juliet FSED	20,683	11	1,880	1,429	1,339	1,250

Source: CN2506-020, Attachment 1NR3, Table 1B2, Page 10, 2023 Joint Annual Report; American College of Emergency Physician (ACEP), Emergency Department Design -A Practical Guide to Planning for the Future, Second Edition, pages 116-117; note that "low range" assumes a higher number of annual visits per room than the "high range." Also, ACEP does not have a "mid-range." Mid-range is the mid-point between low and high range.

- **Capacity Challenges (Wait Times):** *Data for this portion of the Criterion is provided by the applicant. The "Median Time from ED Arrival to ED Departure for Discharged ED Patients" scores per CMS are detailed in the table below for Vanderbilt Wilson County Hospital demonstrating scores that exceed the state and national averages for Medium Volume hospitals:*

### **OP-18 Median Time from ED Arrival to ED Departure for Discharged ED Patients**

Emergency Department	ED Time/Score	Tennessee Avg.	National Avg.
Vanderbilt Wilson County	178 minutes	156 minutes	163 minutes

Source: CN2506-020, Attachment 1N, Page 8.

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- *The applicant states that it is not seeking consideration under the Geographic Isolation or Low Quality of Care considerations in response to Criterion #1. However, it provides data relevant to these considerations in the “Other Applicable Data” portion of the response as detailed below:*
- *Other Applicable Data Related to Need and Capacity: The applicant has provided data demonstrating the percentage of behavioral health visits, the percentage of Level I or Level II (higher acuity patients), and the percentage of patients over the age of 65 all exceed statewide averages for its host hospital.*

**Service Area ZIP Code Level Behavioral Health, Level I & II and Patients 65+ for  
Service Area EDs**

Emergency Services Provider	% of Behavioral Health	Statewide Avg	% of Patients Level I or Level II	Statewide Avg	% of Patients Ages 65+	Statewide Avg
Vanderbilt Wilson County Hospital	2.1%	1.6%	75.2%	58.3%	17.1%	19.0%
TriStar Mt. Juliet FSED	0.8%		40.0%		16.2%	

Source: CN2506-020, Attachment 1N, Exhibit 1N-19, Page 23. Hospital Discharge Data System

For Percentage Level I or II, Emergency Department cases identified by CPT codes 99281, 99282, 99283, 99284, 99285 - Outpatient Only.

Level I and II cases identified by CPT codes 99285, 99284 - Outpatient Only.

For Behavioral Health and Percent Elderly, ER Flag utilized so includes both inpatient and outpatient ED visits.

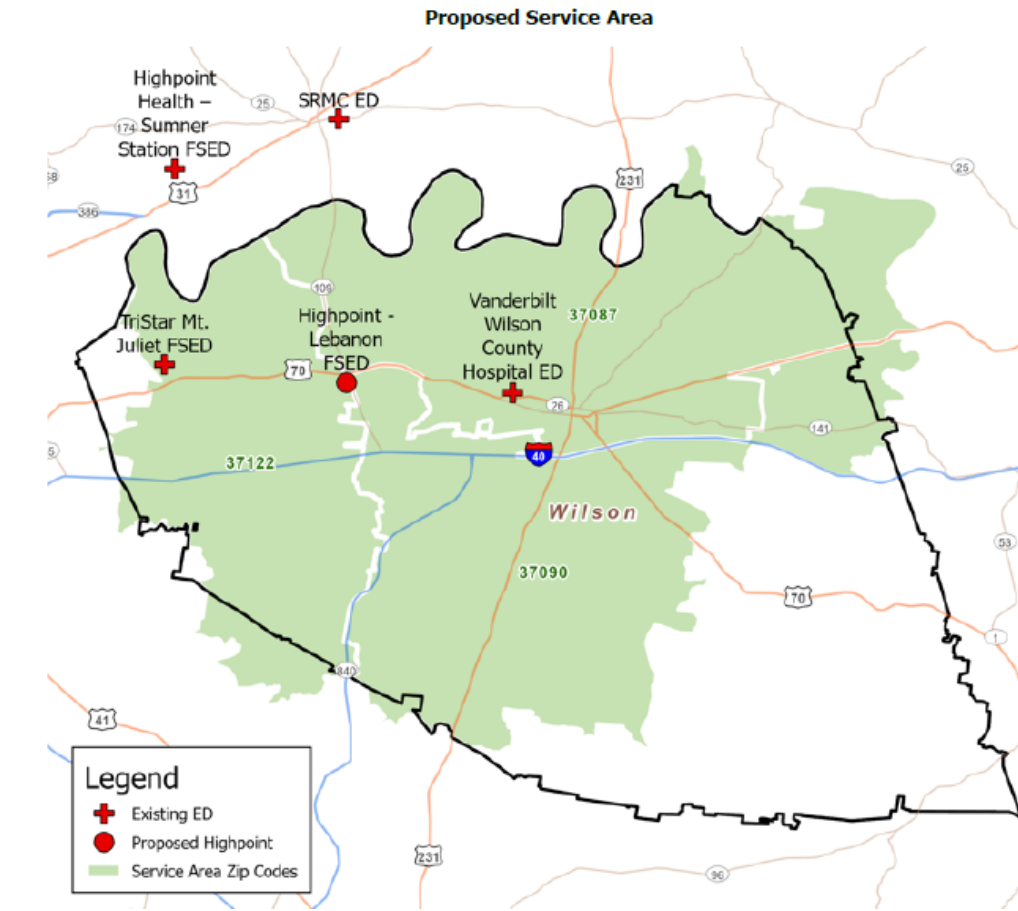
*Note to Commission members: Regarding Criterion #9 – Establishment of a Non-Rural Service Area. The host hospital for the applicant has a very limited emergency care footprint in the proposed service area representing 515 emergency room visits out of 58,505 total ED visits reported in 2023 (0.8% of total ED visits). The host hospital serves a large number of residents from ZIP Codes to its northeast. See Criterion #9. A. Establishment of a Non-Rural Service Area, Attachment 1N, Pages 41-44, as well as Supplemental #1, Question 21, Page 26.*

*The applicant states that it is not seeking to decompress ED volume at its host hospital and that it will differentiate itself from existing providers in the service area through improved network access and geographic distribution of care, increased options in system choice and transfer destinations, expansion of behavioral health resources, and enhanced patient experience within an FSED setting for many lower acuity patients.*

*Please see Attachment 1N for a full listing of the criteria and standards and the applicant's responses.*

## Service Area Demographics

- The service area is defined as zip codes (37087 – Lebanon) and two contiguous zip codes: 37090 (Southern Lebanon) and 37122 (Mt. Juliet), all in Rutherford County. (see Attachment 2N for a ZIP Code level map).



## Driving Distances and Times for ZIP Codes and City Centroids to Existing Emergency Departments and Proposed Lebanon FSED

Emergency Department	37087 - Lebanon	37090 - Lebanon	37122 - Mt Juliet	Distance in miles to Lebanon	Distance in miles to Mt. Juliet
<b>Wilson County FSEDs</b>					
Vanderbilt Wilson County Hospital	5.5 miles / 11 min	13.7 miles / 29 min	12.8 miles / 22 min	5.5 miles / 11 min	12.6 miles / 23 min
TriStar Mt Juliet FSED	16.0 miles / 26 min	13.5 miles / 25 min	2.1 miles / 6 min	11.2 miles / 15 min	4.5 miles / 8 min
<b>Host Hospital</b>					
Highpoint Health - Sumner Regional Medical Center	18.5 miles / 24 min	26.8 miles / 43 min	18.9 miles / 31 min	19.2 miles / 33 min	17.6 miles / 31 min
<b>Highpoint Lebanon FSED</b>	<b>11.9 miles / 21 min</b>	<b>15.1 miles / 26 min</b>	<b>7.1 miles / 13 min</b>	<b>8.6 miles / 17 min</b>	<b>7.3 miles / 14 min</b>

Source: CN2506-020, Supplemental #1, Question 6, Page 11

- There are two emergency rooms in the service area located at 1) Vanderbilt Wilson County Hospital which is approximately 6.6 miles east from the proposed FSED site and 2) TriStar Summit Medical Center – Mt. Juliet FSED which is located approximately 6.9 miles to the southwest west from the proposed FSED. The host hospital is located approximately 11.8 miles to the north from the proposed FSED site up highway 109.
- The target population is the total population of the service area. (See Attachment 3N).

Service Area ZIP Code / County	2025 Population	2029 Population	% Change	Median Household Income	% Living Below Poverty Level	TennCare %
37087 - Lebanon	69,746	77,472	11.1%	\$71,320	14.0%	NA
37090 - Lebanon	58,993	65,803	11.5%	\$71,320	14.0%	NA
37122 - Mt Juliet	71,131	75,746	6.5%	\$107,847	4.1%	NA
<b>Service Area (ZIP Code Level)</b>	<b>199,870</b>	<b>219,021</b>	<b>9.6%</b>	<b>NA</b>	<b>6.3%</b>	<b>NA</b>
Wilson County	171,708	187,530	9.2%	\$84,048	6.6%	12.8%
<b>Tennessee Total***</b>	<b>7,242,733</b>	<b>7,462,831</b>	<b>3.0%</b>	<b>\$67,097</b>	<b>14.0%</b>	<b>19.6%</b>

Source: CN2506-020, Attachment 3NR2

Source (County Population): Current Year = 2025, Projected Year = 2029

<https://myutk.maps.arcgis.com/apps/dashboards/e394a78a6c754af7b6da1a771acc3b26>

Source (Zip Code Population): Esri, 2024 and 2029. Interpolated for 2025 from CAGR 2024-2029.

Source (TennCare): February 2025 Enrollment Data <https://www.tn.gov/tenncare/information-statistics/enrollment-data.html>

Source (Census): <https://www.census.gov/quickfacts/fact/table/US/PST04521> Zip code data on age, income and poverty level is for the zip code's largest city (if available) because the data is not published for an entire zip code

Source (Median Age): <https://data.census.gov/table/ACSST1Y2023.S0101?g=040XX00US47>

\*\*\*State of Tennessee population totals revised by HFC staff during 30-day review.

- The proposed three ZIP Code service area projects a 4-year growth rate of (9.6%) compared to a statewide rate of (3.0%).
- The percentage of service area residents enrolled in the TennCare program is not available at a ZIP Code level. However, the county-level rate is available for Wilson County overall (12.8%) is lower than the statewide rate of (19.6%).
- The three service area ZIP Codes all have higher median household incomes than the statewide median household income. ZIP Code 37122 – Mt. Juliet is the highest (\$107,847 vs. statewide \$67,097).
- The percentage of residents living below the poverty level is also lower than for each of the service area ZIP Codes than the statewide percentage.
- The applicant also provides ZIP code level service area population data on page 20 of the application as detailed in the following table:

#### Service Area Population by Age Group (2024-2029)

Zip Code	2024 Age 18+	2029 Age 18+	Growth (2024 – 2029)	Growth Rate %
37090 – Lebanon	18,755	21,996	3,241	17.3%
37087 – Lebanon	44,149	50,960	6,811	15.4%
37122 – Mount Juliet	53,574	59,064	5,490	10.2%
<b>Total Service Area</b>	<b>116,478</b>	<b>132,020</b>	<b>15,542</b>	<b>13.3%</b>
<b>Tennessee</b>	<b>5,668,766</b>	<b>5,944,817</b>	<b>276,051</b>	<b>4.9%</b>

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37090 – Lebanon	10,130	13,078	2,948	29.1%
37087 – Lebanon	4,404	5,815	1,411	32.0%
37122 – Mount Juliet	12,106	14,667	2,561	21.2%
<b>Total Service Area</b>	<b>26,640</b>	<b>33,560</b>	<b>6,920</b>	<b>26.0%</b>
<b>Tennessee</b>	<b>1,317,353</b>	<b>1,513,662</b>	<b>196,309</b>	<b>14.9%</b>

Source: CN2506-020, Attachment 1N, Page 20

- The proposed service area ZIP codes are projected to experience (13.3%) growth from 2024-2029 with the 37090 - Lebanon experiencing the highest rate of growth with (17.3%) and ZIP Code 37087 – Lebanon experiencing the largest increase in number of residents (6,811).
- The population aged 18 and over is projected to grow by (26.0%) in the service area.

### Service Area - Historical Utilization

- The following table indicates the utilization of Emergency Departments in Wilson County overall. There are no existing EDs located within the applicant’s three ZIP Code service area that are affiliated with the applicant.

#### Historical Utilization of EDs in Wilson County 2021-2023

County	Facility	FY2021 ED Visits	FY2022 ED Visits	FY2023 ED Visits	Change FY2021-2023
Wilson	Vanderbilt Wilson County Hospital	23,565	29,249	31,579	34%
Wilson	TriStar Summit Medical Center – Mt Juliet FSED	15,159	19,008	20,683	36%
	<b>Total Wilson County ED Visits</b>	<b>38,724</b>	<b>48,257</b>	<b>52,262</b>	<b>35%</b>

Source: CN2506-020, Application, Page 14, Joint Annual Reports for 2021-2023.

- Both Wilson County Emergency Departments reported increases in ED patient volume from 2021-2023, with Vanderbilt Wilson County Hospital experiencing an increase of (34%) and TriStar Summit Medical Center experiencing a (36%) increase.
- Overall, ED utilization increased from (35%) from 2021-2023.

#### 2024 ED Visits to Wilson County EDs, by Patient ZIP Code

Patient ZIP Code of Residence	Vanderbilt Wilson Hospital	TriStar Summit FSED – Mt Juliet	Subtotal – Wilson County EDs	ED Providers Outside Wilson County	Total ED Visits
37087	18,310	6,252	24,562	5,198	29,760
37122	2,051	15,823	17,874	5,356	23,230
37090	3,636	3,073	6,709	1,809	8,518
Service Area Subtotal	23,997	25,148	49,145	12,363	61,508
Visits from Outside the Service Area	1,572	874	2,446	120,428	122,874
<b>Total ED Visits</b>	<b>25,569</b>	<b>26,022</b>	<b>51,591</b>	<b>132,791</b>	<b>184,382</b>

Source: CN2506-020, Supplemental 1, Question 6, Page 13, Tennessee Hospital Association Data.

- Most ED visits for residents of ZIP Code 37087 – Lebanon were served at Vanderbilt Wilson County Hospital (18,310 visits), while most ZIP Codes 37122 – Mt Juliet residents were served at TriStar Summit – Mt Juliet FSED (15,823 visits) in 2024. Residents of ZIP Code 37090 – Lebanon were more evenly split with the majority receiving care at VWCH.

**CY 2023 Service Area ZIP Code Emergency Department Utilization by Hospital**

<b>Hospital</b>	<b>37087</b>	<b>37122 / 37090</b>	<b>Total Service Area</b>
Vanderbilt Wilson County Hospital	17,271	5,276	22,547
FSED: TriStar Mt. Juliet Emergency Room	3,787	10,347	14,134
TriStar Summit Medical Center	2,370	7,646	10,016
Vanderbilt University Medical Center	1,793	2,479	4,272
TriStar Centennial Medical Center	403	833	1,236
<b>Highpoint Health Sumner</b>	<b>399</b>	<b>116</b>	<b>515</b>
Ascension Saint Thomas Hospital Midtown	339	715	1,054
Ascension Saint Thomas Rutherford	255	479	734
Highpoint Health - Riverview	234	68	302
Ascension Saint Thomas Hospital West	208	363	571
TriStar Skyline Medical Center	190	310	500
TriStar Stonecrest Medical Center	179	385	564
TriStar Hendersonville Medical Center	136	134	270
Highpoint Health Trousdale	115	12	127
TriStar Southern Hills Medical Center	98	152	250
FSED: Highpoint Health – Sumner Station Emergency Room	92	29	121
Cookeville Regional Medical Center	67	59	126
Nashville General Hospital	51	70	121
Williamson Medical Center	46	75	121
TriStar Horizon Medical Center	28	24	52
FSED: TriStar Century Farms Emergency Room	19	56	75
Other Hospitals	367	430	797
<b>Total</b>	<b>28,447</b>	<b>30,058</b>	<b>58,505</b>

Source: CN2506-020, Attachment 1NR3, Page 42 Hospital Discharge Data System (HDDS) CY2023, Data for 37122 and 37090 are combined due to TDH suppression rules.

- The host hospital SMRC received 515 ED visits from residents of the three service area ZIP Codes in 2023. There were nine emergency departments with more ED visits from the service area.
- The largest number of ED visits were received at Vanderbilt Wilson County Hospital (22,547 visits), TriStar Mt Juliet FSED (14,134 visits), TriStar Summit Medical Center (10,016 visits), and Vanderbilt University Medical Center (4,272 visits).

**Wilson County Emergency Department Utilization and Acute Care Transfers  
2019-2023**

<b>Mt. Juliet FSED</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>Growth 2019-2023</b>	<b>CAGR Growth 2019-2023</b>
ED Visits	11,120	11,328	15,159	19,008	20,683	86%	17%
IP Transfers to Host Hospital	558	740	948	1,013	1,024	84%	16%
IP Transfers to Other Acute Care Hospitals	193	221	265	314	388	101%	19%
IP Acute Care Transfers Subtotal	751	961	1,213	1,327	1,412	88%	17%
% of ED Visits Transferred to Acute Care Hospitals	6.8%	8.5%	8.0%	7.0%	6.8%	1%	0%

Source: CN2506-020, Attachment 1NR3, Page 42

<b>Vanderbilt Wilson County Hospital</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>Growth 2019-2023</b>	<b>CAGR Growth 2019-2023</b>
ED Visits	24,641	25,330	23,565	29,249	31,579	28%	6%
IP Transfers to Host Hospital	2,298	2,363	2,368	2,864	3,300	44%	9%
IP Transfers to Other Acute Care Hospitals	1,126	1,241	954	1,308	1,658	47%	10%
IP Acute Care Transfers Subtotal	3,424	3,604	3,322	4,172	4,958	45%	10%
% of ED Visits Transferred to Acute Care Hospitals	13.9%	14.2%	14.1%	14.3%	15.7%	13%	3%

Source: CN2506-020, Attachment 1NR3, Page 42

- The number of ED visits resulting in inpatient acute care transfers has increased at both facilities from 2019 to 2023.
- The percentage of growth from 2019-2023 at Tristar Summit – Mt. Juliet FSED is similar to the overall growth in ED Visits (86% growth in ED visits vs. 88% growth in inpatient transfers), while the growth in inpatient transfers at Vanderbilt Wilson County Hospital has exceeded the growth in ED visits (28% growth in ED visits vs. 45% growth in inpatient transfers).
- The acuity profile of patients receiving emergency department care at Vanderbilt Wilson County Hospital includes a significantly higher percentage of patients classified as the CPT 99284 or 99285 (75.2%) than were served at TriStar – Mt Juliet FSED (40.0%). See Attachment 1N, Exhibit 1N-19, Page 23.
- The applicant projects that approximately 6-7% of ED visits served at the proposed FSED will require stabilization and transfer to a higher level of care. This projection is based in part on the applicant's other FSED located at Sumner Station transferring approximately 8% of patients in 2024. See Supplemental 1, Question 23, Page 27.

### Applicant's Historical and Projected Utilization

The following tables indicate the applicant's historical and projected Emergency Department utilization by ZIP code of patient residence.

#### Sumner Regional Medical Center (Host Hospital) Patient Origin by ZIP Code 2024

ZIP Code and City	ER Visits	Percentage
37066 - Gallatin	22,941	54.3%
37075 - Hendersonville	3,345	7.9%
37148 - Portland	3,113	7.4%
37186 - Westmoreland	2,441	5.8%
37022 - Bethpage	1,585	3.8%
37083 - Lafayette	1,397	3.3%
37031 - Castalian Springs	1,251	3.0%
37074 - Hartsville	1,000	2.4%
37048 - Cottontown	604	1.4%
37087 - Lebanon	491	1.2%
37122 - Mount Juliet	78	0.2%
37090 - Lebanon	48	0.1%
Other ZIP Codes	3,931	9.3%
Total	42,225	100%

Source: CN2506-020, Application, Page 15

- Approximately (1.5%) of ED visits to the host hospital in CY 2024 were from the three service area ZIP Codes with the highest number (491) coming from ZIP Code 37087.

#### Sumner Station FSED Percentage of ED Visits by CPT Code/Level 2021-2024

CPT Code & Level	2021	2022	2023	2024	Overall % by Level
99281 - Level 1	1.0%	1.7%	1.4%	1.4%	1.4%
99282 - Level 2	6.1%	6.4%	7.7%	8.7%	7.3%
99283 - Level 3	29.2%	30.8%	32.9%	36.5%	32.6%
99284 - Level 4	40.8%	41.2%	39.0%	35.0%	38.9%
99285 - Level 5	22.8%	19.9%	19.0%	18.4%	19.9%

Source: CN2506-020, Supplemental 1, Question 8, Page 18, Applicant Internal Data

- The applicant's historical utilization at its Sumner Station FSED in Gallatin, according to its internal records reflect a combined percentage (58.8%) the two highest acuity levels 99284 (Emergent) and 99285 (Resuscitation).

*Note to Commission members: The Current Procedural Terminology (CPT) code range for Emergency Department Services 99281-99285 is a medical code set maintained by the American Medical Association. CPT® Code range 99281- 99285 represent New or Established Patient Emergency Department Services with 99281 representing least acute and 99285 representing most acute.*



**Projected ED Utilization – Sumner Regional Medical Center (Lebanon FSED)  
Year 1 – 2027 and Year 2 – 2028**

<b>Service Area ZIP Codes</b>	<b>Projected Utilization – SRMC Lebanon FSED (2027)</b>	<b>% of Total</b>	<b>Projected Utilization – SRMC Lebanon FSED (2028)</b>	<b>% of Total</b>
37087 (Lebanon)	3,981	47.6%	4,279	47.6%
37122 (Mt Juliet)	2,898	34.7%	3,114	34.7%
37090 (Lebanon)	1,088	13.0%	1,169	13.0%
<b>Service Area Subtotal</b>	<b>7,967</b>	<b>95.3%</b>	<b>8,562</b>	<b>95.3%</b>
All Other	397	4.7%	426	4.7%
<b>Total</b>	<b>8,364</b>	<b>100%</b>	<b>8,988</b>	<b>100%</b>

Source: CN2506-020, Application, Page 15

- In Year One projections, the applicant projects that (47.6%) of the patient visits to the new Lebanon FSED will be residents of ZIP Code 37087 - Lebanon. Approximately (4.7%) of ED visits are projected to originate from outside of the service area.
- The applicant states that its projections assume that the vast majority (95.3%) of patients will be residents of the three service area ZIP Codes due to the centrality of the proposed location and its equidistance between the existing ED facilities in the area.

### **CONSUMER ADVANTAGE ATTRIBUTED TO COMPETITION**

The applicant identifies the following consumer benefits of this project:

- The introduction of the proposed FSED will increase competition for emergency care in the proposed service area which has only two providers currently.
- Consumers will benefit from the decompression of the existing EDs in the services area which currently operate above ACEP ranges.
- The introduction of a new access point in between the existing facilities will result in timelier access for patients and commuters and will support the growing needs of the population of the service area.
- The applicant states that the acceptance of specific commercial plans, such as BlueCare Plan S will benefit consumers who do not have the option of this plan being in network at TriStar Summit Mt Juliet FSED. The applicant also states that Vanderbilt Wilson County Hospital is out of network for BlueCare Plus Medicare Advantage.
- The applicant states that it will provide, through its host hospital, access to its geriatric psychiatric team and will be able to provide inpatient care as needed.
- The applicant will offer contracted services for patients under age 55 who require behavioral health treatment services, while behavioral health services for older adults will be provided in-house. The applicant operates a 12-bed behavioral health unit at its host hospital in Gallatin.

## Charges

In Year One and Two of the proposed project, the average patient charges per visit for the proposed FSED are as follows:

	Projected Data Chart	
	Year 1 (2027)	Year 2 (2028)
Gross Charges	\$5,751	\$6,175
Deduction from Revenue	\$4,740	\$5,157
Average Net Charges	\$1,011	\$1,018

Source: CN2506-020, Application, Page 23

- The applicants' proposed average net charges per visit are projected to remain similar from \$1,011 in Year 1 (2027) and \$1,018 in Year 2 (2028). The applicants' proposed total charges are listed on Page 23.
- The applicant states that it will operate under its host hospital's faith-based charity care policies.
- A full list of contracted commercial and managed care organizations is included as Attachment 2.C.

## Average of Billed Charges from CMS OPSAF by CPT Codes

Facility	99281	99282	99283	99284	99285
Highpoint Health – Sumner	\$611.58	\$1,013.30	\$1,840.01	\$2,531.52	\$3,723.43
Vanderbilt Wilson County Hospital	\$476.67	\$951.26	\$1,654.11	\$2,707.63	\$3,299.88
TriStar Summit Medical Center	\$527.63	\$742.10	\$1,667.61	\$2,880.06	\$3,757.06

Source: CN2506-020, Attachment 9C. CMS Outpatient Standard Analytical File, 2023

- The host hospital's public chargemaster gross charges are generally higher than those listed by Vanderbilt Wilson County Hospital and TriStar Summit Medical Center for CPT Codes 99281-99283. Charges are lower for the applicant than the other providers for CPT 99284 and between the two for CPT 99285.

## Project Payor Mix

The applicant's projected payor mix for Year 1 (FY2027) total gross operating revenue of \$48,103,000 is as follows:

	Percentage of Gross Operating Revenue (FSED Project Only)					
	Medicare	Medicaid	Commercial	Self-Pay	Other	Charity Care
Year 1	26.1%	21.8%	23.8%	10.2%	18.1%	5.3%

Source: CN2506-020, Application, Page 23.

- Medicaid (TennCare) and Self-Pay are projected to represent a combined (32.0%) of gross operating revenue for the project. The applicant projects that Charity Care will be equivalent to approximately (5.3%) of Gross Operating Revenue in Year 1

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(2027) of the project. Please refer to Item 10C. in the Consumer Advantage section on Page 23 of the application for additional Payor Mix information.

- The applicant is contracted with all TennCare Managed Care Organizations.
- The table below represents payor sources by patient origin ZIP codes. It is included in Attachment 1N-Page 41.

### Payor Mix for Service Area ZIP Codes and Host Hospital CY2023

Payor	37087 - Lebanon		37090 - Lebanon / 37122 - Mt Juliet Combined		Highpoint Health-Sumner Total	% of Total
	Total ED Patients	% of Total	Total ED Patients	% of Total		
Medicare/Medicare Advantage	7,012	24.6%	8,266	27.5%	11,495	28.8%
TennCare/Medicaid	7,680	27.0%	5,871	19.5%	10,541	26.4%
Commercial	8,883	31.2%	12,282	40.9%	12,616	31.6%
Self-Pay	3,774	13.3%	2,092	7.0%	4,197	10.5%
Medically Indigent/Free	233	0.8%	526	1.7%	0	0%
Other	865	3.0%	1,021	3.4%	1,123	2.8%
<b>Total</b>	<b>28,447</b>	<b>100%</b>	<b>30,058</b>	<b>100%</b>	<b>39,972</b>	<b>100%</b>

Source: CN2506-020, Attachment 1N Page 41, TDH 2023 HDDS Data DR#35551538. Data for 37090 and 37122 was combined due to data suppression rules associated with the data set.

- There are significantly higher percentages of residents from the combined ZIP Codes of 37090 - Lebanon and 37122 - Mt Juliet who received ED care and were commercially insured (40.9%) vs 37087 - Lebanon (31.2%) or the host hospital which is located in Gallatin (Sumner County) TN (31.6%).
- There are also lower percentages of residents in 37090/37122 reported as TennCare (19.5%) vs (27.0% in 37087) and (26.4% at the host hospital) respectively and Self-Pay (7.0%) vs (13.3% in 37087) and (10.5% at the host hospital).

### Agreements

- A list of healthcare providers with transfer agreements with the applicant is included in Attachment 1C.
- The applicant lists partners that it refers patients in need of inpatient behavioral health to in response to Supplemental #2, Question 6, Page 2.

### Staffing

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

	Year One
Direct Patient Care Positions	17.8
Non-Patient Care Positions	6.3
Contractual Staff	0.0
<b>Total</b>	<b>24.1</b>

Source: CN2506-020, Application, Page 29

- Direct Care positions include the following: Registered Nurses (8.4 FTEs); Radiology Techs (4.2 FTEs); Lab Techs (4.2 FTEs); and Leader (1.0 FTE).
- Non-Patient Care positions include the following: Security (2.1 FTEs) and Patient Access (4.2 FTEs).
- There are no Contractual staff positions identified by the applicant.
- The FSED will be operated as a satellite of Sumner Regional Medical Center which is CMS certified, and Joint Commission accredited.
- The medical director of the FSED will be Dr. Zachariah Ramsey. The FSED will be staffed 24/7 with at least two registered nurses and Board-Certified or Board-Eligible emergency physicians. The applicant states that it will recruit registered nurses certified in emergency nursing care and/or advanced cardiac life support.
- The applicant states that it has
- The applicant highlights its host hospital's employment of over 49 physicians in over 14 specialties. The applicant's network includes access to primary and specialty physicians including internal medicine, emergency medicine, ICU intensivists, family medicine, pediatrics, physical medicine and rehabilitation, cardiology, gastroenterology, oncology, radiation oncology pediatrics, pulmonology, radiology, orthopedics, obstetrics, neonatology, gynecology, anesthesiology, surgery, neurology, neurosurgery, bariatric surgery, infectious disease, endocrinology, nephrology, urology, wound care, ophthalmology, pain management, plastic surgery, hematology, dermatology, palliative care and wound care. See Attachment 1N, Page 18.
- Please refer to Item 8Q. on Page 29 of the application for additional details regarding project staffing.

## **QUALITY STANDARDS**

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

<b>Licensure</b>	<b>Certification</b>	<b>Accreditation</b>
Health Facilities Commission	Medicare/TennCare	The Joint Commission

Source: CN2506-020, Application, Page 29.

- The applicant maintains Licensure through the Tennessee Health Facilities Commission, Certification through Medicare and TennCare, and Accreditation through The Joint Commission (TJC). Imaging services will be accredited by the American College of Radiology (ACR).
- The FSED will be integrated into the host hospital's Continuous Quality Improvement Plan.
- The applicant states that regular meetings reviewing elements of the Continuous Quality Improvement Plan are held by its Medical Staff Quality Committee,

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Patient Safety Clinical Quality Committee, Chest Pain Committee, Emergency Department Committee, and others.

- The applicant discusses clinical leadership, physician supervision, quality assurance policies and programs, utilization review policies and programs, record keeping, clinical staffing requirements, and staff education in response to Supplemental #1 Question 11, Pages 20-21.
- The applicant states that it is the only system in the region staffed around the clock with board-certified, emergency-trained physicians.
- The applicant is certified as a Level III Trauma Center, maintains American College of Cardiology's (ACC) Chest Pain Center accreditation and the highest designation from the American Heart Association's "Get With the Guidelines".
- The applicant highlights SRMC's achievements including high patient satisfaction ratings, the lowest Left Without Treatment average in the region, its position as the only emergency rooms in the region to staff around the clock with Board-certified emergency trained physicians, it onsite imaging at its FSED making American College of Radiology (ACR) accredited MRI and CT services available, and its certification by the American College of Cardiology in Freestanding ED Cardiac Care.
- The applicant's affiliates at Saint Thomas maintain disease specific certifications through The Joint Commission for stroke and perinatal care.
- The applicant's affiliates with Ascension Saint Thomas Health operates two tertiary hospitals in adjacent Davidson County. The applicant highlights these hospital's national recognition in cardiac care, stroke care, neonatal care, hip surgery, and cancer care.
- See Attachment 1N, Page 16 for a full listing of these recognitions.
- The applicant addresses a case involving civil monetary penalties in response to Item 7Q. of the application stating that the affiliate, Ascension Michigan, has no ownership or operational interest in the applicant and will not be involved in this project.
- The applicant addresses DHHS settlement agreements in response to Item 7Q. See Attachment – "Civil Monetary Penalties"

### **Application Comments**

Application Comments may be filed by the Department of Health, Department of Mental Health, and Substance Abuse Services, and the Department of Disability and Aging. The following department(s) filed comments with the Commission and are attached:

- ☐ Department of Health
- ☐ Department of Mental Health and Substance Abuse Services
- ☐ Department of Disability and Aging
- ☒ **No comments were filed**

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Should the Commission vote to approve this project, the CON would expire in **three** years.

**CERTIFICATE OF NEED INFORMATION FOR THE APPLICANT:**

Saint Thomas Health and/or Lifepoint Health has ownership interest in this proposed project and also in the following pending or outstanding applications or projects:

Denied Applications:

<b>Project Name</b>	<b>Sumner Regional Medical Center, CN2504-012D</b>
<b>Project Cost</b>	\$19,697,000
<b>Denied Date</b>	6/25/2025
<b>Description</b>	The establishment of a 16-bed satellite hospital, under the single license of Sumner Regional Medical Center, at 225 Big Station Camp Boulevard in Gallatin (Sumner County), Tennessee. The proposed satellite hospital will incorporate the existing free-standing emergency department and will operate under one license. The proposed satellite hospital will include twelve private medical beds and four intensive care unit beds, an endoscopy suite, and ancillary spaces. The project will be bed neutral as the sixteen beds are included in Sumner Regional Medical Center d/b/a Highpoint Health - Sumner with Ascension Saint Thomas' current and approved bed distribution. The sixteen beds will be relocated from the main campus (555 Hartsville Pike, Gallatin, Tennessee 37066) to the satellite hospital campus at Sumner Regional Medical Center d/b/a Highpoint Health - Sumner Station with Ascension Saint Thomas (225 Big Station Camp Boulevard, Gallatin, Tennessee 37066). The service area consists of the home ZIP code for the project site (37066) and four contiguous ZIP codes within a ten-mile radius of the site: 37075 (Hendersonville), 37048 (Cottontown), 37148 (Portland), and 37188 (White House). The applicant will be owned by Highpoint Healthcare, LLC, a joint venture with 20 percent ownership held by Baptist Health Care Affiliates, Inc. (a subsidiary of Saint Thomas Health), and 80 percent ownership held by Highpoint Partner, LLC, an indirect subsidiary of Lifepoint Health, Inc.
<b>Reasons for Denial</b>	This project denied for failing to satisfy the need criteria.

Letters of Intent

<b>Project Name</b>	<b>Ascension Saint Thomas Rutherford Hospital</b>
<b>Project Cost</b>	\$19,080,334
<b>Letter of Intent Submitted Date</b>	September 12, 2025
<b>Description</b>	The establishment of a freestanding emergency department (FSED) in Murfreesboro, Rutherford County, Tennessee on 2.05 acres. The FSED will consist of approximately 11,250 square feet with 10 exam rooms, including 1 trauma room, imaging services, lab, and associated support space. There will be two canopied entrances, one for the general public and one for emergency vehicles. The address of the project will be an unaddressed site on Highway 96 in the northeast quadrant of the intersection of Highway 96 and East Pitts Lane behind Bethlehem Church of Christ, Murfreesboro, Rutherford County, Tennessee, 37130. The applicant is owned by Saint Thomas Health.

Pending Applications

<b>Project Name</b>	<b>Ascension Saint Thomas Clarksville Rehabilitation Hospital, CN2508-030</b>
<b>Project Cost</b>	\$89,496,217
<b>Deemed Complete Date</b>	September 12, 2025
<b>Description</b>	To establish a 40-bed inpatient rehabilitation facility (IRF). The address of the project will be Unaddressed Site: Hwy 76, NE Quadrant Intersection Hwy 76 & I-24, Clarksville, Montgomery County, Tennessee, 37043. The applicant is owned by Clarksville Rehabilitation Hospital, LLC
<b>Meeting Date</b>	October 22, 2025 (Simultaneous Review with CN2508-030 Encompass Health Rehabilitation Hospital Clarksville).

Outstanding Applications:

<b>Project Name</b>	<b>Ascension Saint Thomas Clarksville Hospital, CN2505-015A</b>
<b>Project Cost</b>	\$148,500,000
<b>Meeting Date</b>	July 23, 2025
<b>Description</b>	To establish an acute care hospital with 44 licensed beds. The project also seeks to initiate diagnostic and therapeutic cardiac catheterization services, magnetic resonance imaging (MRI) services, and a Level II neonatal intensive care unit (NICU). The address of the project will be an unaddressed site on Highway 76 in the northeastern quadrant of the intersection of Highway 76 and Interstate 24 across Highway 76 from Tennessee Orthopedic Alliance's office building, Clarksville, Montgomery County, Tennessee, 37043. The service area for the project consists of Montgomery County. The applicant is owned Saint Thomas Clarksville Hospital, LLC.
<b>Project Status</b>	Project Status - This project was recently approved.
<b>Expiration</b>	September 1, 2028

<b>Project Name</b>	<b>Saint Thomas Rutherford Rehabilitation Hospital, CN2502-004A</b>
<b>Project Cost</b>	\$91,313,797
<b>Meeting Date</b>	April 23, 2025
<b>Description</b>	The establishment of a 40-bed inpatient rehabilitation facility (IRF) at an unaddressed site at the intersection of Kennedy Drive and Williams Drive, Murfreesboro (Rutherford County), Tennessee 37129. The primary service area is Rutherford County. The secondary service area consists of Bedford, Cannon, Coffee, and DeKalb Counties. Saint Thomas Rutherford Rehabilitation Hospital, LLC is a joint venture of Saint Thomas Health (a Tennessee non-profit corporation that owns 51% of the LLC) and LPNT IRF Development 82, LLC (Lifepoint Health's wholly-owned subsidiary established solely to own 49% of the applicant LLC).
<b>Project Status</b>	Project Status – This project was recently approved.
<b>Expiration</b>	June 1, 2028

<b>Project Name</b>	<b>CSH/LP Behavioral Health and Rehabilitation, CN2409-027A</b>
<b>Project Cost</b>	\$79,986,079
<b>Meeting Date</b>	December 11, 2024
<b>Description</b>	The establishment of a 40-bed rehabilitation facility in Ooltewah. The address of the project will be an unaddressed site on Mountain View Road, Ooltewah, Hamilton County, Tennessee, 37363. The service area for the project consists of seven counties from the state of Tennessee: Bradley, Hamilton, McMinn, Meigs, Monroe, Polk and Rhea as well as four additional Georgia counties: Catoosa, Murray, Walker and Whitfield. The applicant is owned by owned by CSH/LP Rehabilitation Holdings, LLC and LPNT IRF Development 76, LLC with an ownership type of Joint Venture and to be managed by CHC Management Services, LLC.
<b>Project Status</b>	Project Status – This project was recently approved.
<b>Expiration</b>	February 1, 2028

<b>Project Name</b>	<b>Sumner Regional Medical Center, CN2407-019A</b>
<b>Project Cost</b>	\$16,704,501
<b>Meeting Date</b>	October 23, 2024
<b>Description</b>	The establishment of a freestanding emergency department (FSED) located at an unaddressed site at the intersection of North Sage Road and Maiden Road, north of Maiden Road and west of North Sage Road, White House (Robertson County), Tennessee 37188. The service area for the project includes the following nine ZIP Codes: 37075 - Hendersonville (Sumner County); 37048 - Cottontown (Sumner County); 37049 - Cross Plains (Robertson County); 37072 - Goodlettsville (Sumner and Davidson Counties); 37073 - Greenbrier (Robertson County); 37141 - Orlinda (Robertson County); 37148 - Portland (Sumner County); 37172 Springfield (Robertson County); and 37188 - White House (Robertson County). The applicant is owned by Sumner Regional Medical Center, LLC.
<b>Project Status</b>	This project was recently approved.
<b>Expiration</b>	December 1, 2027



**CERTIFICATE OF NEED INFORMATION FOR OTHER SERVICE AREA FACILITIES:**

There are no other Letters of Intent, denied applications, or Outstanding Certificates of Need for other health care organizations proposing a related service type.

**Pending Applications**

<b>Project Name</b>	<b>TriStar Summit Medical Center, CN2506-022</b>
<b>Project Cost</b>	\$18,060,545
<b>Deemed Complete Date</b>	June 12, 2025
<b>Description</b>	The establishment of a freestanding emergency department ("FSED") in Lebanon, Tennessee, located on a portion of the property identified as Lot 3 of Parcel No. 095081-00215. The FSED will contain 11 exam rooms, including 1 trauma room, a lab, imaging department, a nurse station, and associated support spaces. The address of the project will be an approximate two and one-half (2.5) acre tract of unaddressed vacant land located near 125 Willard Hagan Drive, approximately 400 feet north of the intersection of Willard Hagan Drive and S. Hartman Drive, Lebanon, Wilson County, Tennessee, 37090. The service area is defined as Wilson County. The applicant is owned by HCA Health Services of Tennessee, Inc.
<b>Meeting Date</b>	September 24, 2025 (Simultaneous Review with CN2506-020 Sumner Regional Medical Center).

TPP  
(9/15/2025)

# **CRITERIA AND** **STANDARDS**

# **Attachment 1N**

## **Freestanding Emergency Department (FSED) Standards and Criteria**

Note: To address all standards and criteria and provide HFC staff with all required tables, this document follows the Certificate of Need (CON) Criteria and Standards for Freestanding Emergency Departments (FSED) Guide ("FSED Guide").<sup>1</sup>

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<sup>1</sup> FSED Guide, <https://www.tn.gov/content/dam/tn/hfc/documents/Freestanding-Emergency-Dept-Application-Guide.pdf>.

## **Directions**

Applicants must use this document as a portion of the application process in order to address the Certificate of Need (CON) Criteria and Standards for Freestanding Emergency Departments (FSED). Include this completed document as a response to Section B of the CON application form (Section B addresses how the project relates to the criteria for a CON by addressing: need, economic feasibility, quality standards, and contribution to orderly development of health care). The CON Criteria and Standards for FSEDs are available at the following link:

Health Services Development Agency (HSDA)

<https://www.tn.gov/hsda/hsda-criteria-and-standards.html>

Data: Data sources approved to be used for addressing the standards and criteria include: Hospital Joint Annual Report, American College of Emergency Physicians (ACEP) Emergency Department Design Planning Guide – Second Edition, Medicare: Hospital Compare, and the Hospital Discharge Data System.

Some areas of the application require data provided by the TN Department of Health. These areas are listed, "**TN Dept of Health to provide data as requested by applicant**"

Applicants should request data from the Tennessee Department of Health (TDH) **at least three weeks** in advance of filing the application with the HSDA. Data requests can be made by utilizing the following link:

TDH, Health Statistics

<https://www.tn.gov/health/health-program-areas/statistics.html>

Data requests should identify the host hospital and include the Zip Codes and counties that define the proposed service area.

## **Application Guide**

### **1. Determination of Need in the Proposed Service Area**

The applicant must demonstrate need for an emergency department in **at least one** of the following ways: *geographic isolation, capacity challenges, and/or low quality of care at existing emergency department (ED) facilities in the proposed service area*. Applicants are not required to address and provide data for all three categories. However, the applicant's ability to demonstrate need in multiple categories may strengthen the application.

#### **A. Geographic Isolation**

***Check the Box that Applies:***

☐ The applicant is demonstrating geographic isolation for the proposed service area. If this box is checked the applicant must provide the information below.

☒ The applicant is not demonstrating geographic isolation for the proposed service area.

**Data:**

Utilizing the following table, provide the number of existing ED facilities in the proposed service area, as well as the distance of the proposed FSED from these facilities. This distance should be measured from the center of the county or zip code. If the proposed service area is comprised of contiguous Zip Codes, the applicant shall provide this information on all ED facilities located in the county or counties in which the service area Zip Codes are located. Add as many rows and/or columns to the table as necessary to adequately address this portion of the Determination of Need Standard.

Existing ED Facilities and Distance from the Proposed FSED: Table 1A

Emergency Department	Distance in Miles to the Center of the Following Counties/ZIP Codes:	County 1	County 2	Zip Code 1	Zip Code 2	Zip Code 3	Zip Code 4	Distance in miles to the Proposed FSED Site

**Applicant to provide****Data Source:**

Licensure facility search, Joint Annual Reports (JAR), MapQuest, Other GPS searching

<https://apps.health.tn.gov/facilityListings/>

<https://apps.health.tn.gov/PublicJARS/Default.aspx>

**RESPONSE:**

Not applicable. The applicant is not demonstrating geographic isolation for the proposed service area.

## B. Capacity Challenges: Wait Times and Visits per Treatment Room

*Check the Box that Applies:*

☒ The applicant is demonstrating capacity challenges in the proposed service area. If this box is checked the applicant must provide the information below.

☐ The applicant is not demonstrating capacity challenges in the proposed service area.

*Data:*

### 1. Wait Times

**To demonstrate wait times in the proposed service area and demonstrate need, complete the below tables for each existing ED facilities in the proposed service area. For this analysis, service area is defined as including all of any county included in a ZIP Code area.**

### RESPONSE:

#### The Proposed Project

The Highpoint Health - Lebanon FSED will be a single-story facility at 3320 Tennessee Hwy 109 in Lebanon, TN, 37087. The FSED will have six finished treatment rooms (including one for trauma and one for behavioral health) and two shelled-in rooms for future use. Strategically located on State Route 109, a key north-south corridor linking Lebanon and Gallatin, the site offers convenient access to the east-west corridor of Interstate 40, enhancing accessibility for patients from the surrounding region through Wilson and Davidson counties and Nashville to the west. The proposed site is near the intersection of State Route 109 and US-70 (Lebanon Road) and offers an alternate artery for east/west access across Wilson County. Highpoint Health – Lebanon will be a satellite FSED operating under the Highpoint Health – Sumner with Ascension Saint Thomas license (referred to as “SRMC” for brevity). The site is about 12 miles south of SRMC. SRMC has one existing FSED in Sumner County, Sumner Station, located in Gallatin, Tennessee.

#### Service Area

The proposed service area encompasses zip codes 37087, 37090, and 37122, which are in Wilson County, TN. Collectively, these zip codes cover most of the county’s population and land area.

The home zip code for this project is 37087, which includes most of Lebanon, the county seat of Wilson County. As the map below shows, the proposed site is at the convergence of the three service area zip codes. Zip code 37090 includes parts of Lebanon and the surrounding unincorporated areas to the east and southeast, which are the more rural and agricultural parts of Wilson County. Zip code 37122 includes the city of Mt. Juliet in the western part of the county near the Davidson County border. Mt. Juliet is the largest city in Wilson County by population and is a rapidly growing suburban community within the Greater Nashville metropolitan area. Together, these zip codes represent Wilson County. The county is a mix of urban, suburban, and rural environments, including residential neighborhoods, commercial districts, industrial zones, and agricultural lands.

The three zip code service areas – and Wilson County overall – have two emergency departments. There are no emergency departments in zip code 37090.

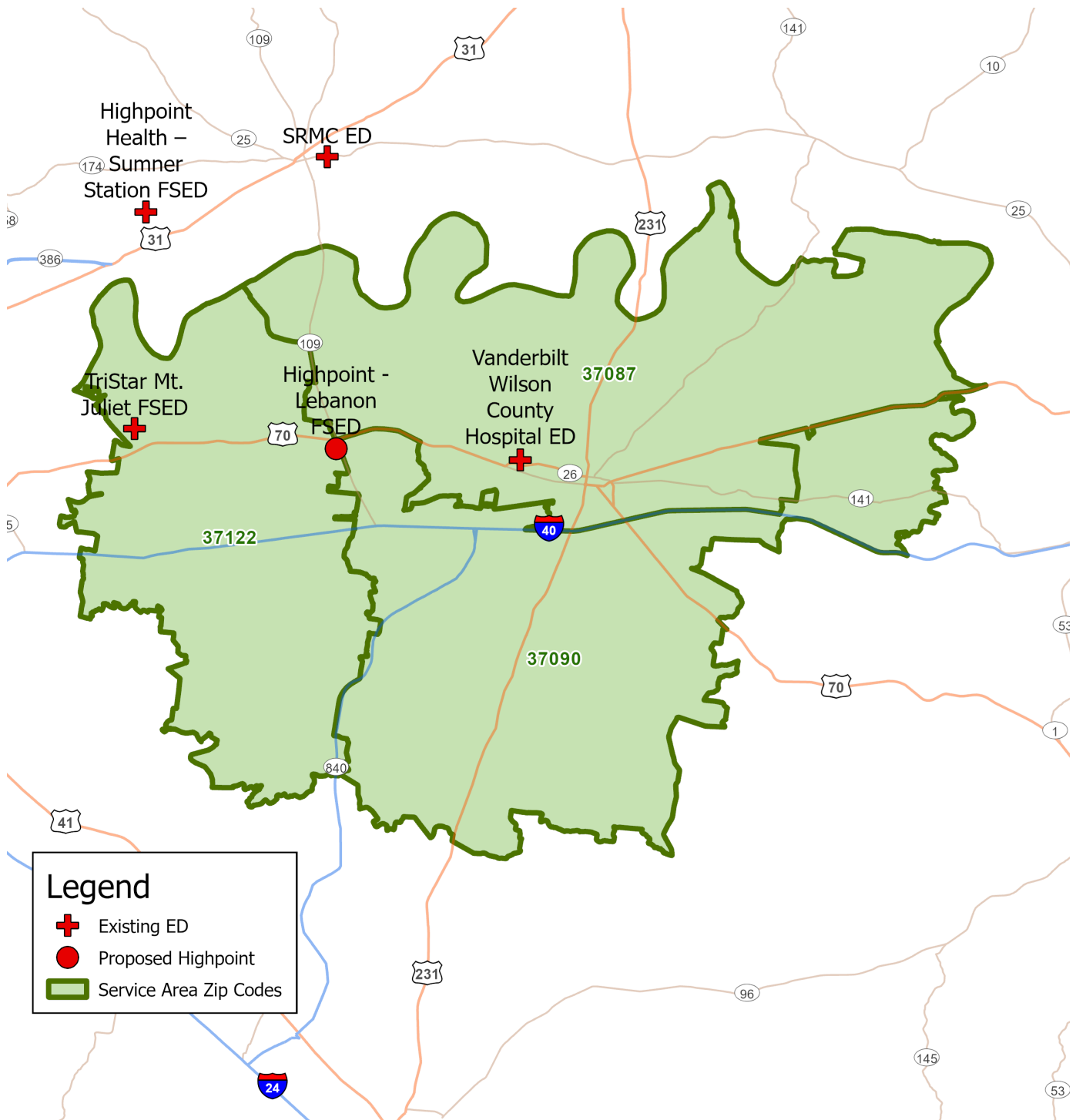
### Highpoint Health - Lebanon FSED Service Area Emergency Departments

Emergency Department	Service Area County	Service Area ZIP Code	2023 ER Visits
Vanderbilt Wilson County Hospital	Wilson County	37087	31,579
TriStar Mt. Juliet FSED	Wilson County	37122	20,683

*Source: 2023 Joint Annual Reports*

The map below shows the proposed site, the service area zip codes, the existing emergency departments in Wilson County, the host hospital SRMC, and Sumner Station FSED.

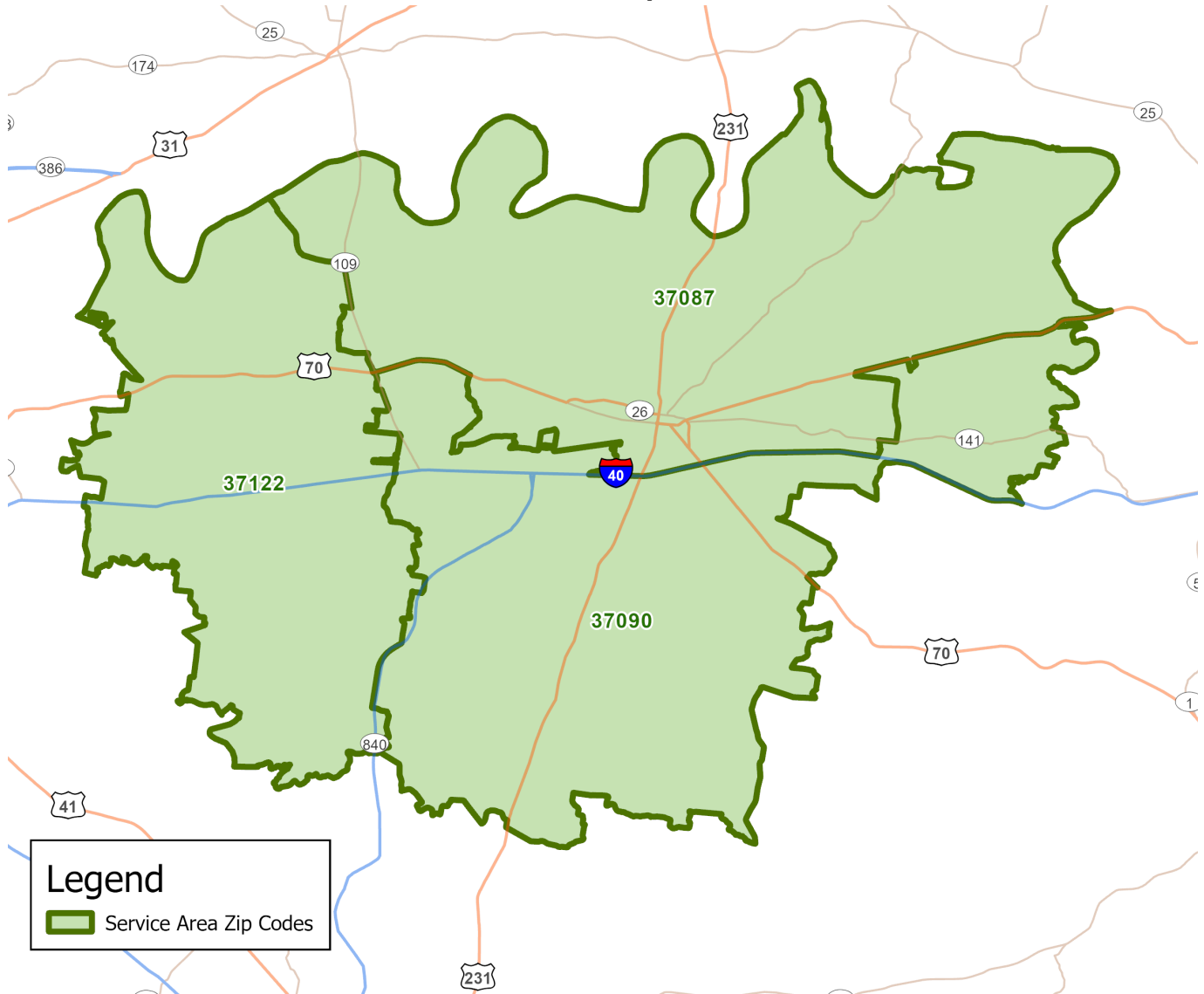
### Highpoint Health – Lebanon FSED Service Area Map



In response to the Agency's additional question requesting a zip code map that shows the borders, the map below provides the zip code boundaries without the facility locations, for clarity.



### Service Area Zip Codes



### Wait Times

Medicare's online Care Compare tool does not have data for FSEDs. Therefore, data are not available for the TriStar Mt. Juliet FSED. In addition, some metrics requested in the FSED Guide are no longer collected or are not reported by Vanderbilt Wilson County Hospital.

The average wait time at Vanderbilt Wilson County Hospital (a medium-volume ED) was 178 minutes, which was above the national and state average for hospitals with comparable ER volume. To compare, at Highpoint – Lebanon FSED's host hospital, Sumner Regional Medical Center (a high-volume ED), the average wait time of 151 minutes was significantly lower than averages in Tennessee and across the country.

For completeness, the applicant filled out the tables from the FSED Guide as completely as possible, using the most recent downloadable database available (2023 data) from CMS Care Compare at <https://www.nber.org/research/data/>

centers-medicare-medicaid-services-cms-hospital-compare-data. Data are not available for Mt. Juliet FSED, and some metrics requested in the FSED Guide are not publicly reported.

### Wait Times at Existing ED Facilities in the Proposed Service Area: Tables 1B1 (1-5) REVISED

Measure: ED-1 Median Time from ED Arrival to ED Departure for ED Admitted Patients				
Emergency Department	Timeframe	ED Time/Score	Tennessee Avg	National Avg
Vanderbilt Wilson Hospital	N/A	N/A	N/A	N/A

ED-2: Median Time from Admit Decision to Departure for ED Admitted Patients				
Emergency Department	Timeframe	ED Time Score	Tennessee Avg	National Avg
Vanderbilt Wilson Hospital	01/01/2023 - 12/31/2023	N/A	N/A	N/A

Measure: OP-18 Median Time from ED Arrival to ED Departure for Discharged ED Patients				
Emergency Department	Timeframe	ED Time Score	Tennessee Avg	National Avg
Vanderbilt Wilson Hospital (Medium Volume)	07/01/2023 - 06/30/2024	178	156 (TN Median) 161 (Medium Volume)	163 (Nat'l Median) 175 (Medium Volume)

Measure: OP-20 Door to Diagnostic Evaluation by Qualified Medical Professional				
Emergency Department	Timeframe	ED Time/Score	Tennessee Avg	National Avg
Vanderbilt Wilson Hospital	N/A	N/A	N/A	N/A

Measure: OP-22 ED Patient Left without Being Seen				
Emergency Department	Timeframe	ED Time/Score	Tennessee Avg	National Avg
Vanderbilt Wilson Hospital	01/01/2023 -12/31/2023	0	2	2

Revised Table Source: CMS Care Compare Database. File "Hospitals\_04\_2025.zip" and files Timely\_and\_Effective\_Care-Hospital.xls, Timely\_and\_Effective\_Care-National.xls, and Timely\_and\_Effective\_Care-State.xls downloaded in July 2025 from <https://data.cms.gov/provider-data/archived-data/hospitals>

The applicant understands that the instructions for this question require data for all ED provides in "all of any county included in the ZIP Code area." As discussed above, the zip code level service area covers the majority of Wilson County, and Wilson County is the most accurate county-level approximation of the Highpoint Health – Lebanon FSED's service area. Very small portions of the service area zip codes extend into Rutherford, Smith and Davidson counties.

While the applicant does not claim these counties as part of its service area, the table below provides Measure OP-18 and OP-22 for all hospitals in those counties, for purposes of providing a complete response to the question above.

**Revised Table Showing OP-18 and OP-22 Data**

	<b>Volume</b>	<b>OP-18: Median Time from ED Arrival to ED Departure for Discharged ED Patients</b>	<b>OP-22: ED Patient Left without Being Seen</b>
<b>Davidson County EDs</b>			
Ascension Saint Thomas Hospital	Very High	194	2
Metro Nashville General Hospital	Medium	175	2
Saint Thomas Hospital for Spinal Surgery	Not Available	Not Available	Not Available
Tristar Centennial Medical Center	Very High	116	1
Tristar Skyline Medical Center	High	187	1
Tristar Southern Hills Medical Center	High	120	0
Tristar Summit Medical Center	Very High	141	0
Vanderbilt University Medical Center	Very High	252	3
<b>Rutherford County EDs</b>			
Saint Thomas Rutherford Hospital	Very High	180	1
Tristar Stonecrest Medical Center	High	161	0
Trustpoint Hospital	Not Available	Not Available	Not Available
<b>Smith County EDs</b>			
Highpoint Health-Riverview with Ascension Saint Thomas	Low	85	0
<b>Trousdale County EDs</b>			
Highpoint Health – Trousdale with Ascension Saint Thomas	Low	86	0
<b>Tennessee Average (Median)</b>		156	2
<b>National Average (Median)</b>		163	2

Revised Table Source: CMS Care Compare Database. File "Hospitals\_04\_2025.zip" and files Timely\_and\_Effective\_Care-Hospital.xls, Timely\_and\_Effective\_Care-National.xls, and Timely\_and\_Effective\_Care-State.xls downloaded in July 2025 from <https://data.cms.gov/provider-data/archived-data/hospitals>

## 2. Visits per Treatment Room

Complete the following table to provide data on the number of visits per treatment room per year for each of the existing ED facilities in the service area. For this analysis, service area is defined as including all of any county included in the ZIP Code area.

**Response:****Visits per Treatment Room**

Based on the most recent data available from the Joint Annual Reports (2023), visits per treatment room at Vanderbilt Wilson County Hospital and TriStar Mt. Juliet FSED far exceed the high end of the ACEP range for facilities of their volume. This shows the existing EDs are experiencing overcrowding, leading to performance degradation. This metric is widely used to evaluate patient wait times, diversion rates, and overall capacity strain.

**Visits per Treatment Room in Existing ED Facilities in the Proposed Service Area: Table 1B2**

<b>Emergency Department</b>	<b>Year(s)</b>	<b>Total Visits</b>	<b># of Rooms</b>	<b># of Visits/ Room</b>	<b>ACEP-Low to High Range</b>
Vanderbilt Wilson County Hospital	2023	31,579	19	1,662	21 to 25 spaces 1,429 - 1,200 visits/space
TriStar Mt Juliet ER	2023	20,683	11 <sup>2</sup>	1,880	14 - 16 spaces 1,429 - 1,250 visits/space

*Source: Hospital Joint Annual Report, Search site <https://apps.health.tn.gov/PublicJARS/Default.aspx> American College of Emergency Physicians (ACEP), Emergency Department Design – A Practical Guide to Planning for the Future, Second Edition, pages 116-117*

The applicant understands that the instructions for this question require data for all ED provides in “all of any county included in the ZIP Code area.” As discussed above, the zip code level service area covers the majority of Wilson County, and Wilson County is the most accurate county-level approximation of the Highpoint Health – Lebanon FSED’s service area. The only ERs in the proposed service area are Vanderbilt Wilson County Hospital and TriStar Mt. Juliet ER. Very small portions of the service area zip codes extend into Rutherford, Smith and Davidson counties. While the applicant does not claim these counties as part of its service area, the table below provides visits per treatment room for all EDs in those counties, for purposes of providing a complete response to the question above.

<sup>2</sup> According to Clark Spoden, counsel for TriStar Summit Medical Center, the reported number of treatment rooms (TRs) at the TriStar Mt. Juliet FSED was inaccurately inflated on past JARs due to the inclusion of hallway beds as treatment rooms. The actual number of operational TRs at the facility was as follows: 8 TRs in 2019–2021 and 11 TRs in 2022–2023. While the JARs for these years have already been submitted and published, TriStar Summit has notified the state of the discrepancy and will submit documentation to formally correct the record. Per Mr. Spoden, the 2024 JAR will reflect the accurate count of 11 TRs.

**Visits per Treatment Room in Existing ED Facilities in Adjacent Counties, but Not In Service Area  
REVISED**

		2023			ACEP Estimates Low and High Range	
County	Facility Name	Treatment Rooms	ED Visits	Visits/ Room	Spaces Low-High	Visits per Space Low-High
Hospitals						
Davidson	TriStar Southern Hills	21	38,614	1,838.8	23-28	1,522-1,250
Davidson	Metropolitan Nashville General	32	25,145	785.8	18-20	1,389-1,250
Davidson	Ascension Saint Thomas Midtown	32	53,232	1,663.5	31-40	1,613-1,250
Davidson	Saint Thomas West Hospital	27	35,195	1,303.5	23-28	1,522-1,250
Davidson	Vanderbilt University Med Center	146	125,180	857.4	79-104	1,582-1,202
Davidson	TriStar Centennial Medical Center	41	62,226	1,517.7	37-47	1622-1,277
Davidson	TriStar Skyline Medical Center	63	54,727	868.7	31-40	1,613-1,250
Davidson	TriStar Summit Medical Center	36	45,995	1,277.6	28-37	1,607-1,216
Rutherford	Saint Thomas Rutherford Hospital	74	79,813	1,078.6	47-60	1,569-1,250
Rutherford	TriStar StoneCrest Medical Center	39	50,621	1,298.0	31-40	1,613-1,250
Rutherford	Ascension Saint Thomas Westlawn	8	1,379	172.4	8-11	1,250-909
Smith	Highpoint Health Riverview Ascension	8	8,411	1,051.4	8-11	1,250-909
Trousdale	Highpoint Health Trousdale Ascension St Thomas	5	3,575	715.0	8-11	1,250-909
FSED						
Davidson	TriStar Century Farms ER	11	19,005	1,727.7	11-13	1,364-1,154
Davidson	TriStar Spring Hill ER	12	15,852	1,321.0	11-13	1,364-1,154

Source: Hospital Joint Annual Report, Search site <https://apps.health.tn.gov/PublicJARS/Default.aspx> American College of Emergency Physicians (ACEP), Emergency Department Design – A Practical Guide to Planning for the Future, Second Edition, pages 116-117

The table below shows the historical visit volumes of the two EDs in the service area. The JAR data show the surge in ED visits for Wilson County providers. The ED volume at Mt. Juliet nearly doubled in the last five years, a 16.8% per year compound annual growth rate (CAGR). Mt. Juliet's volumes increased by over 20% in both 2021 and 2022. Vanderbilt Wilson County Hospital reported a 24% increase in ER visits from 2021 to 2022. Over the last five years, Vanderbilt's CAGR was 6.4%.

### Visits per Treatment Room Growth, 2019 – 2023

Mt Juliet FSED	2019	2020	2021	2022	2023	Growth 2019-2023	CAGR Growth 2019-2023
ED Visits	11,120	11,328	15,159	19,008	20,683	86%	16.8%
ED Treatment Rooms	8	8	8	11	11	38%	8.3%
Visits per Treatment Room	1,390	1,416	1,895	1,728	1,880	35%	7.8%

Vanderbilt Wilson County Hospital	2019	2020	2021	2022	2023	Growth 2019-2023	CAGR Growth 2019-2023
ED Visits	24,641	25,330	23,565	29,249	31,579	28%	6.4%
ED Treatment Rooms	10	19	19	19	19	90%	17.4%
Visits per Treatment Room	2,464	1,333	1,240	1,539	1,662	-33%	-9.4%

Source: Hospital Joint Annual Reports

ACEP modeling shows that sustained operation with visits per treatment room above the high end of the range stretches an ED's resources, delays treatment, and leads to poorer patient outcomes.<sup>3</sup> Both EDs are already over the recommended volumes per treatment room. If past growth rates (6.4–16.8% per year) continue, the additional visit volume will overwhelm the current infrastructure, increasing wait times and increasing the time the facilities are on diversion.

Highpoint – Lebanon FSED will increase service area ED capacity. The redistribution of visit volumes will reduce the overcapacity at existing sites and reduce wait times. Bringing each ED back within ACEP “standard” ranges (< high threshold) will improve safety, patient experience, and staff efficiency.

### Highpoint – Lebanon FSED will Improve Access to Emergency Services

Wilson County's population is growing, which causes its emergency services needs to grow. A third ED in the county will increase capacity, improve geographic access, reduce wait times, and reduce EMS diversion.

Wilson County experiences significant commuter traffic, with about 31,300 residents traveling to other counties for work each day, while another 31,950 commuters enter Wilson County from surrounding areas, further contributing to roadway congestion.<sup>4</sup> Traffic volumes have risen sharply. By 2045, morning commute times from Lebanon to Nashville are expected to increase by 71%, while the total time commuters spend traveling each day is projected to increase by 68%.<sup>5</sup> According to the Wilson County Master Land Use Plan, “By the year 2045, the amount of time area residents spend on congested roadways is expected to double as average travel speeds decline by 15% regionwide.”<sup>6</sup>

Traffic congestion is particularly concerning for people experiencing medical emergencies when rapid access to care is essential. The proposed FSED will be located at 3320 Highway 109 in Lebanon, TN. The proposed site is near the

<sup>3</sup> American College of Emergency Physicians, “Emergency Department Crowding: High Impact Solutions,” May 2016, [https://www.acep.org/siteassets/sites/acep/media/crowding/empc\\_crowding-ip\\_092016.pdf#:~:text=](https://www.acep.org/siteassets/sites/acep/media/crowding/empc_crowding-ip_092016.pdf#:~:text=)

<sup>4</sup> “County One Page Profile,” Tennessee Department of Transportation Traffic Counts County Profile Tool, accessed March 4, 2025.

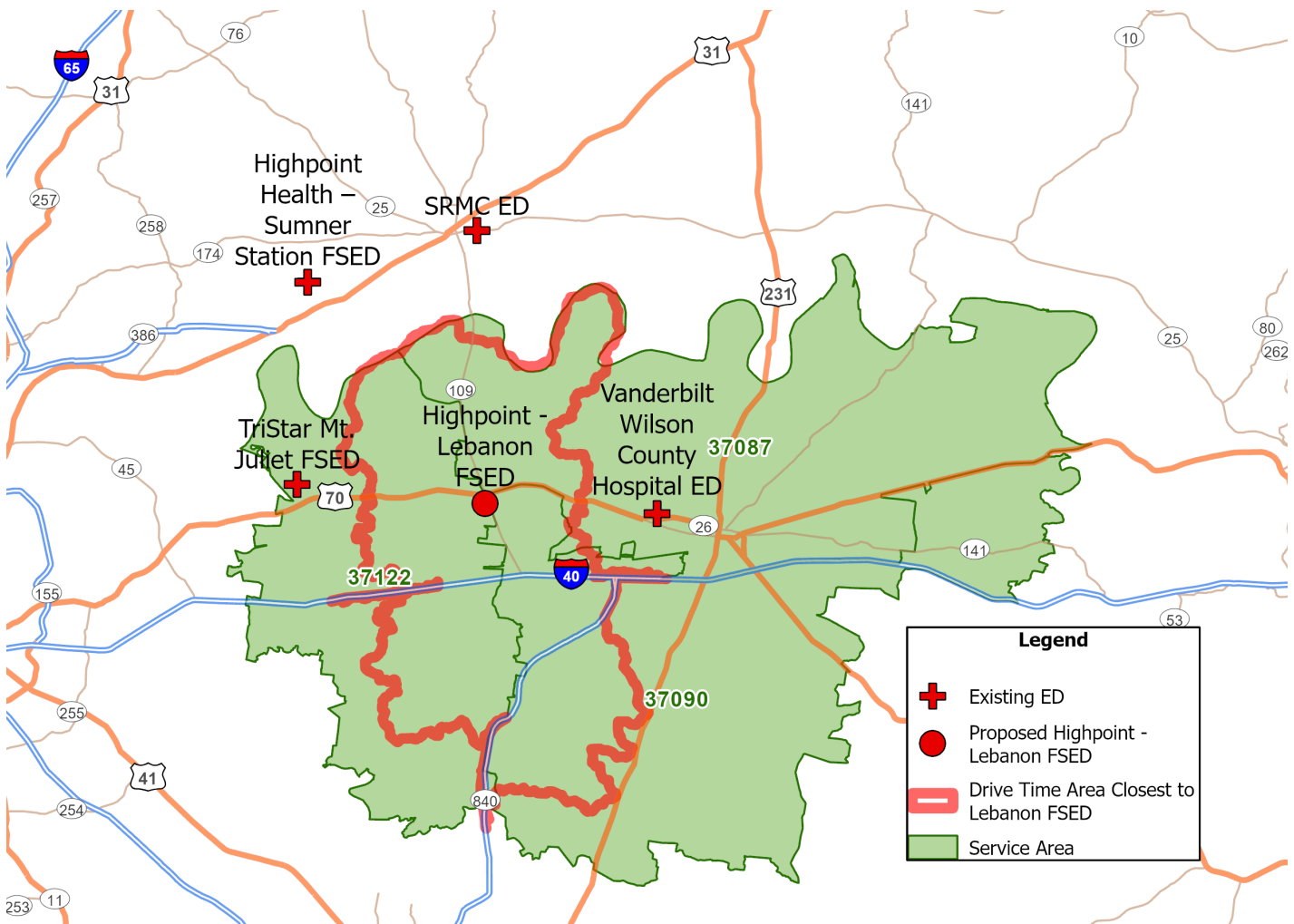
<sup>5</sup> “Implications of Growth Posters,” Wilson County Master Land Use Plan, <https://www.planwilson.org/milestones>.

<sup>6</sup> “2045 Outlook. Implications of Growth,” Wilson County Master Land Use Plan, [https://www.planwilson.org/\\_files/ugd/f75d74\\_c523af7c78bf44f195d56371feaf6045.pdf](https://www.planwilson.org/_files/ugd/f75d74_c523af7c78bf44f195d56371feaf6045.pdf)

intersection of Highway 109 and US-70. US-70 (Lebanon Road) offers an alternative artery for east/west access across Wilson County. The proposed FSED's location on TN Highway 109 provides a major north-south throughfare connecting Lebanon to Gallatin and has direct access to I-40, making it an ideal location for a facility that can reduce patient travel times and improve emergency response. Although I-40 experiences periods of peak congestion, because of its higher speed limit, it often remains faster for east/west travel than other roads. The map below shows that significant parts of the proposed service area are closer to the proposed FSED than to other EDs in the area. This improved access is due in part to the ability of area residents to reach the FSED by traveling on I-40 and then using TN Highway 109 to travel north to the FSED.

The map below shows the proposed location, existing EDs in the area, and the service area zip codes. Using a red outline, the map also shows the areas closer to the proposed FSED than the existing EDs, based on drive time. As the map shows, the proposed FSED will improve geographic access for residents in parts of each of the three service area zip codes.

**Drive Time Closest to Highpoint Health – Lebanon FSED and Area EDs**



Source: ArcGIS.

### C. Low Quality of Care at Existing Emergency Departments in the Service Area

*Note:* The host hospital ED should NOT be demonstrating low quality of care. This applies to other operators in the proposed service area.

***Check the Box that Applies:***

☐

The applicant is demonstrating low quality of emergency care in the proposed service area. If this box is checked the applicant must provide the information below.



The applicant is *not* demonstrating low quality of emergency care in the proposed service area.

***Data:***

**If the applicant is demonstrating low quality of care, complete the tables below for each existing ED facility in the proposed service area. The Joint Commission’s “Hospital Outpatient Core Measure Set” is utilized to demonstrate the quality of care provided by EDs. Existing emergency facilities should be in the bottom quartile of the state in the measures listed below in order to demonstrate low-quality of care. It is the responsibility of the applicant to provide data on the existing facilities in the proposed service area what quartile is applicable for each measure. For this analysis, service area is defined as including all of any county included in a ZIP Code area.**



**Quality of Care Provided at Existing ED Facilities in the Proposed Service Area: Tables 1C (1-8)**

<b>Measure: OP-1 Median Time to Fibrinolysis</b>						
<b>Emergency Department</b>	<b>Timeframe</b>	<b>Ed Time/Score</b>	<b>Check (X) Applicable Quartile</b>			
			<b>≤25<sup>th</sup> Percentile</b>	<b>25<sup>th</sup>-50<sup>th</sup> Percentile</b>	<b>50<sup>th</sup>-75<sup>th</sup> Percentile</b>	<b>≥75<sup>th</sup> Percentile</b>
<b>ED 1</b>						
<b>ED 2</b>						
<b>ED 3</b>						

<b>Measure: OP-2 Fibrinolytic Therapy Received Within 30 Minutes</b>						
<b>Emergency Department</b>	<b>Timeframe</b>	<b>Ed Time/Score</b>	<b>Check (X) Applicable Quartile</b>			
			<b>≤25<sup>th</sup> Percentile</b>	<b>25<sup>th</sup>-50<sup>th</sup> Percentile</b>	<b>50<sup>th</sup>-75<sup>th</sup> Percentile</b>	<b>≥75<sup>th</sup> Percentile</b>
<b>ED 1</b>						
<b>ED 2</b>						
<b>ED 3</b>						

<b>Measure: OP-4 Aspirin at Arrival</b>						
<b>Emergency Department</b>	<b>Timeframe</b>	<b>Ed Time/Score</b>	<b>Check (X) Applicable Quartile</b>			
			<b>≤25<sup>th</sup> Percentile</b>	<b>25<sup>th</sup>-50<sup>th</sup> Percentile</b>	<b>50<sup>th</sup>-75<sup>th</sup> Percentile</b>	<b>≥75<sup>th</sup> Percentile</b>
<b>ED 1</b>						
<b>ED 2</b>						
<b>ED 3</b>						

<b>Measure: OP-5 Median Time to ECG</b>						
<b>Emergency Department</b>	<b>Timeframe</b>	<b>Ed Time/Score</b>	<b>Check (X) Applicable Quartile</b>			
			<b>≤25<sup>th</sup> Percentile</b>	<b>25<sup>th</sup>-50<sup>th</sup> Percentile</b>	<b>50<sup>th</sup>-75<sup>th</sup> Percentile</b>	<b>≥75<sup>th</sup> Percentile</b>
<b>ED 1</b>						
<b>ED 2</b>						
<b>ED 3</b>						

Measure: OP-18 Median Time from ED Arrival to Departure for Discharged ED Patients						
Emergency Department	Timeframe	Ed Time/Score	Check (X) Applicable Quartile			
			≤25 <sup>th</sup> Percentile	25 <sup>th</sup> -50 <sup>th</sup> Percentile	50 <sup>th</sup> -75 <sup>th</sup> Percentile	≥75 <sup>th</sup> Percentile
ED 1						
ED 2						
ED 3						

Measure: OP-20: Door to Diagnostic Evaluation by a Qualified Medical Personnel						
Emergency Department	Timeframe	Ed Time/Score	Check (X) Applicable Quartile			
			≤25 <sup>th</sup> Percentile	25 <sup>th</sup> -50 <sup>th</sup> Percentile	50 <sup>th</sup> -75 <sup>th</sup> Percentile	≥75 <sup>th</sup> Percentile
ED 1						
ED 2						
ED 3						

Measure: OP-21 ED-Median Time to Pain Management for Long Bone Fracture						
Emergency Department	Timeframe	Ed Time/Score	Check (X) Applicable Quartile			
			≤25 <sup>th</sup> Percentile	25 <sup>th</sup> -50 <sup>th</sup> Percentile	50 <sup>th</sup> -75 <sup>th</sup> Percentile	≥75 <sup>th</sup> Percentile
ED 1						
ED 2						
ED 3						

Measure: OP-23 ED-Head CT or MRI Scan Results for Acute Ischemic Stroke or Hemorrhagic Stroke Patients who Received Head CT or MRI Scan Interpretation With 45 Minutes of ED Arrival						
Emergency Department	Timeframe	Ed Time/Score	Check (X) Applicable Quartile			
			≤25 <sup>th</sup> Percentile	25 <sup>th</sup> -50 <sup>th</sup> Percentile	50 <sup>th</sup> -75 <sup>th</sup> Percentile	≥75 <sup>th</sup> Percentile
ED 1						
ED 2						
ED 3						

**RESPONSE:**

Not applicable. The applicant is not demonstrating low quality of emergency care in the proposed service area.

## D. Other Applicable Data Related to Need and Capacity

*Check the Box that Applies:*



The applicant is providing additional data related to need and capacity. If this box is checked the applicant must provide the information below.



The applicant is not providing additional data related to need and capacity.

### *Data:*

The applicant may provide data relevant to patient acuity levels, age of patients, percentage of behavioral health patients, and existence of specialty modules at existing EDs in the proposed service area to demonstrate capacity challenges. If the applicant is providing additional data, at a minimum, complete the following table for all ED facilities in the proposed service area. Other relevant categories may be added to the table by the applicant.

### RESPONSE:

#### Increasing Patient Complexity and Acuity

The table below shows the existing EDs serving Wilson County are managing patient populations with moderate to high levels of clinical complexity.

**Additional Data to Demonstrate Need in the Proposed Service Area: Table 1D**

Emergency Services Provider	% of Behavioral Health	Statewide Average	% of Patients Level I or II	Statewide Average	% of Patients Ages 65+	Statewide Average
Vanderbilt Wilson County Hospital	2.10%	1.6%	75.20%	58.3%	17.10%	19.0%
TriStar Mt. Juliet FSED	0.80%		40.00%		16.20%	

*Source: Hospital Discharge Data System (HDDS) Data Request.*

Vanderbilt Wilson County Hospital reports 75.2% of its patients are classified as Level I or II acuity, significantly exceeding the state average of 58.3%. TriStar Mt. Juliet FSED reports 40% of its patients are Level I or II acuity. While this is a lower percentage than Vanderbilt, it still reflects that TriStar Mt. Juliet serves many medically complex patients. Behavioral health visits at Vanderbilt (2.1%) also exceed the statewide average of 1.6%, indicating higher demand for psychiatric assessment and stabilization resources. Although the percentage of elderly patients (age 65+) at both Wilson County EDs (17.1% and 16.2%, respectively) is slightly below the statewide average of 19%, the combination of age and Level I and II patients likely contributes to extended treatment times and higher resource utilization.

According to the ACEP Emergency Department Benchmarking Alliance (EDBA), EDs serving large proportions of high-acuity and behavioral health patients often function within the “high range” operational category. This range is associated with longer lengths of stay in the ED, more intensive diagnostic workups, and lower throughput per ED

treatment room, which strain ED staff and capacity. In Wilson County, both EDs already exceed the ACEP high ranges for visits per room.

The proposed Highpoint – Lebanon FSED has been designed to address the current capacity constraints. A dedicated behavioral health treatment room will be an important resource for managing the increasing demand for acute mental health care in the county. The Highpoint – Lebanon FSED will have telehealth capabilities that let on-site staff connect patients with behavioral health specialists 24 hours a day, 7 days a week. Highpoint Health with Ascension Saint Thomas offers comprehensive behavioral health services in middle Tennessee. We have a team of experienced and compassionate behavioral health professionals, including psychiatrists, psychologists, social workers, therapists and nurses who assess and treat behavioral health patients of all ages. The telehealth specialists will help assess individuals presenting at the FSED and work with the on-site clinicians to determine the best treatment and disposition.

Highpoint Health – Lebanon FSED staff and patients will have access to SRMC specialists. The clinical staff of Highpoint Health – Lebanon FSED will be part of the SRMC medical staff. SRMC employs over 49 physicians in 14 specialties. When a patient presenting at the Highpoint Health – Lebanon FSED needs an assessment by a specialist, the on-site providers will have access to SRMC's network of specialists. Physicians on the SRMC medical staff cover a wide range of clinical specialties, including:

- |                      |  |                     |
|----------------------|--|---------------------|
| • Internal medicine  | • Radiology                            | • Palliative care   |
| • Emergency medicine | • Orthopedics                          | • Wound care        |
| • Cardiology         | • Obstetrics                           | • Ophthalmology     |
| • Gastroenterology   | • Gynecology                           | • Nephrology        |
| • Hematology         | • Anesthesiology                       | • Neurosurgery      |
| • Oncology           | • Surgery                              | • ICU intensivist   |
| • Radiation oncology | • Neurology                            | • Bariatric surgery |
| • Pediatrics         | • Infectious disease                   | • Urology           |
| • Pulmonology        | • Physical medicine and rehabilitation |                     |

#### Growth in Emergency Department Utilization and Acute Care Transfers

As the table below shows, the existing EDs in Wilson County have experienced significant growth in visit volumes over the past five years. TriStar Mt. Juliet FSED had an 86% increase in ED visits from 2019 to 2023, growing from 11,120 visits in 2019 to 20,683 visits in 2023. Vanderbilt Wilson County Hospital had a 6% CAGR in ED visits over the same period. This sustained growth in ED visits is due to the rapid population growth in Wilson County.

### Wilson County Emergency Department Utilization and Acute Care Transfers REVISED

<b>Mt Juliet FSED</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>Growth 2019- 2023</b>	<b>CAGR Growth 2019-2023</b>
ED Visits	11,120	11,328	15,159	19,008	20,683	86%	17%
IP Transfers to Host Hospital	558	740	948	1,013	1,024	84%	16%
IP Transfers to Other Acute Care Hospitals	193	221	265	314	388	101%	19%
IP Acute Care Transfers Subtotal	751	961	1,213	1,327	1,412	88%	17%
Percent of ED Visits Transferred to Acute Care Hospitals	6.8%	8.5%	8.0%	7.0%	6.8%	1%	0%

<b>Vanderbilt Wilson County Hospital</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>Growth 2019- 2023</b>	<b>CAGR Growth 2019-2023</b>
ED Visits	24,641	25,330	23,565	29,249	31,579	28%	6%
IP Transfers to Inpatient	2,298	2,363	2,368	2,864	3,300	44%	9%
IP Transfers to Other Acute Care Hospitals	1,126	1,241	954	1,308	1,658	47%	10%
IP Acute Care Transfers Subtotal	3,424	3,604	3,322	4,172	4,958	45%	10%
Percent of ED Visits Transferred to Acute Care Hospitals	13.9%	14.2%	14.1%	14.3%	15.7%	13%	3%

Source: Joint Annual Reports.

The increase in ED transfers to acute care hospitals is another indicator of growing system strain and complexity of care needs. Vanderbilt Wilson County Hospital's transfer rate rose from 13.9% in 2019 to 15.7% in 2023, while TriStar Mt. Juliet FSED's transfer rates have remained stable, between 6.8% and 8.5% per year over the last five years. These trends reflect both rising absolute transfer volumes and increasingly complex clinical presentations that require inpatient admission or specialty services beyond local ED capabilities.

### Service Area Population Growth

The primary service area consists of zip codes 37087, 37090, and 37122. This area has a rapidly growing population. The proposed FSED is located along Highway 109 and US-70, two major thoroughfares for commuters in the area. SRMC is proposing to address the service area's critical emergency care needs by placing a new FSED, Highpoint Health - Lebanon FSED, in Lebanon. This will benefit patients in this rapidly growing area by reducing travel times due to increasing traffic congestion, enhancing quality of care through improved emergency access, and making emergency services more financially accessible. The sections that follow outline several of the main factors driving the need for the proposed FSED.

Both Wilson County and the proposed service area are growing faster than the statewide average. The growing population will create an increasing demand for ED services. The City of Lebanon, where the proposed FSED is located,

was the twelfth fastest-growing city in the US between 2022 and 2023, growing by 8.9% in just one year.<sup>7</sup> From 2024 to 2029, Tennessee's total population is projected to grow by 4%, while Wilson County's will rise by 11% (18,145 new residents) and the City of Lebanon's will increase by 18% (8,451 new residents).<sup>8</sup>

The table below shows the service area is projected to grow by 13.3% over the next five years, adding 15,542 residents. The senior population will grow at 26% over the next five years, compared to 15% statewide growth for the same age group.<sup>9</sup> As the senior population grows, the need for accessible emergency care becomes even more critical due to the higher incidence of time-sensitive medical conditions in older adults.

#### Population Growth in the Highpoint – Lebanon FSED Service Area, Age 18+

Zip Code (City)	2024 Population (Age 18+)	2029 Population (Age 18+)	Growth (2024-2029)	Growth Rate (%)
37090 (Lebanon)	18,755	21,996	3,241	17.3%
37087 (Lebanon)	44,149	50,960	6,811	15.4%
37122 (Mount Juliet)	53,574	59,064	5,490	10.2%
<b>Service Area Total</b>	<b>116,478</b>	<b>132,020</b>	<b>15,542</b>	<b>13.3%</b>
<b>Tennessee</b>	<b>5,668,766</b>	<b>5,944,817</b>	<b>276,051</b>	<b>4.9%</b>

Source: Source: Esri, 2024 & 2029 Demographic Estimates, based on U.S. Census and Esri demographic modeling

#### Population Growth in the Highpoint – Lebanon FSED Service Area, Age 65+

Zip Code (City)	2024 Adults (Age 65+)	2029 Adults (Age 65+)	Growth (2024-2029)	Growth Rate (%)
37087 (Lebanon)	10,130	13,078	2,948	29.1%
37090 (Lebanon)	4,404	5,815	1,411	32.0%
37122 (Mount Juliet)	12,106	14,667	2,561	21.2%
<b>Service Area Total</b>	<b>26,640</b>	<b>33,560</b>	<b>6,920</b>	<b>26.0%</b>
<b>Tennessee</b>	<b>1,317,353</b>	<b>1,513,662</b>	<b>196,309</b>	<b>14.9%</b>

Source: Source: Esri, 2024 & 2029 Demographic Estimates, based on US Census and Esri demographic modeling.

Long-term projections confirm the region's sustained growth. Since 2010, Wilson County has added over 281 residents per month, resulting in a 30% increase in population. By 2045, the county is expected to have over 250,000 residents.<sup>10</sup> Residential and commercial developments are underway to accommodate the growing population. For example, Barton Village, a 350-acre master-planned community opening in 2025, will add nearly 2,000 homes to Wilson County, including over 700 homes in a Del Webb community designed for residents aged 55 and older.<sup>11</sup>

<sup>7</sup> "Top Fastest-Growing Cities," US Census Bureau, May 16, 2024, <https://www.census.gov/library/visualizations/2024/comm/fastest-growing-cities.html>.

<sup>8</sup> Esri, 2024 & 2029 Demographic Estimates, based on US Census and Esri demographic modeling.

<sup>9</sup> Esri, 2024 & 2029 Demographic Estimates, based on US Census and Esri demographic modeling.

<sup>10</sup> "Wilson County at a Glance Posters," Wilson County Master Land Use Plan, <https://www.planwilson.org/milestones>.

<sup>11</sup> "Wilson County Development with Nearly 2,000 Homes to Open in 2025," WXRN, October 3, 2025, <https://www.wkrn.com/news/local-news/wilson-county-development-with-nearly-2000-homes-to-open-in-2025>.

## Geographic Accessibility and Area Traffic Congestion

Transportation infrastructure has not kept pace with population growth in the service area, leading to increased congestion. Traffic volumes have risen sharply in recent years, and by 2045, morning commute times from Lebanon to Nashville are expected to increase by 71%, while total time spent traveling each day is projected to rise by 68%.<sup>12</sup> According to the Wilson County Master Land Use Plan, “By the year 2045, the amount of time area residents spend on congested roadways is expected to double as average travel speeds decline by 15% regionwide.”<sup>13</sup> Wilson County also experiences significant commuter traffic, with about 31,300 residents traveling to other counties for work each day, while another 31,950 commuters enter Wilson County from surrounding areas, further contributing to roadway congestion.<sup>14</sup>

State Route 109 begins in Sumner County at the Kentucky-Tennessee line. It is the primary freight and goods movement corridor within Sumner County, and it extends south into Wilson County.<sup>15</sup> Traffic on the part of State Route 109 in Wilson County has increased significantly. The Tennessee Department of Transportation (TDOT) Annual Average Daily Traffic reports show average daily traffic counts at the intersection of State Route 109 and US-70, where the proposed FSED is located, increased from 12,050 vehicles in 2014 to 14,625 vehicles in 2024, representing a 21% increase over the past ten years.<sup>16</sup> An FSED in this high-traffic corridor would provide a critical access point, letting EMS bypass many highly congested areas and reducing travel time for self-transporting patients.

Increasing traffic congestion and population growth have caused crashes along Highway 109 and other area roadways. As the map below shows, there is a concentration of serious injury and fatal crashes along Highway 109 in Wilson County, north of I-40. Since 2019, the Tennessee Department of Safety and Homeland Security has documented 1,625 wrecks on State Route 109 from I-40 to the Sumner County line, with 9 crashes involving fatalities and 38 causing serious injuries.<sup>17</sup> The corridor has effectively become a “de facto extension to I-840,” creating dangerous cut-through traffic between interstates as housing development in Lebanon and Wilson County continues.<sup>18</sup> In September 2023, a multi-vehicle collision on a northern stretch of Highway 109 resulted in a double fatality, after which transportation officials conducted a traffic study leading to speed limit reductions and implementation of enhanced safety measures throughout the corridor.<sup>19</sup> While reducing the speed limit should make the roadways safer for drivers, the reduction of the speed limit to 50 miles per hour may increase travel times in the area, thus increasing travel time to emergency care.

<sup>12</sup> “Implications of Growth Posters,” Wilson County Master Land Use Plan, <https://www.planwilson.org/milestones>.

<sup>13</sup> “2045 Outlook. Implications of Growth,” Wilson County Master Land Use Plan, [https://www.planwilson.org/\\_files/ugd/f75d74\\_c523af7c78bf44f195d56371feaf6045.pdf](https://www.planwilson.org/_files/ugd/f75d74_c523af7c78bf44f195d56371feaf6045.pdf)

<sup>14</sup> “County One Page Profile,” Tennessee Department of Transportation Traffic Counts County Profile Tool, accessed March 4, 2025.

<sup>15</sup> “State Route 109,” Forward Sumner, <https://forwardsumner.org/community-development/sr-109>.

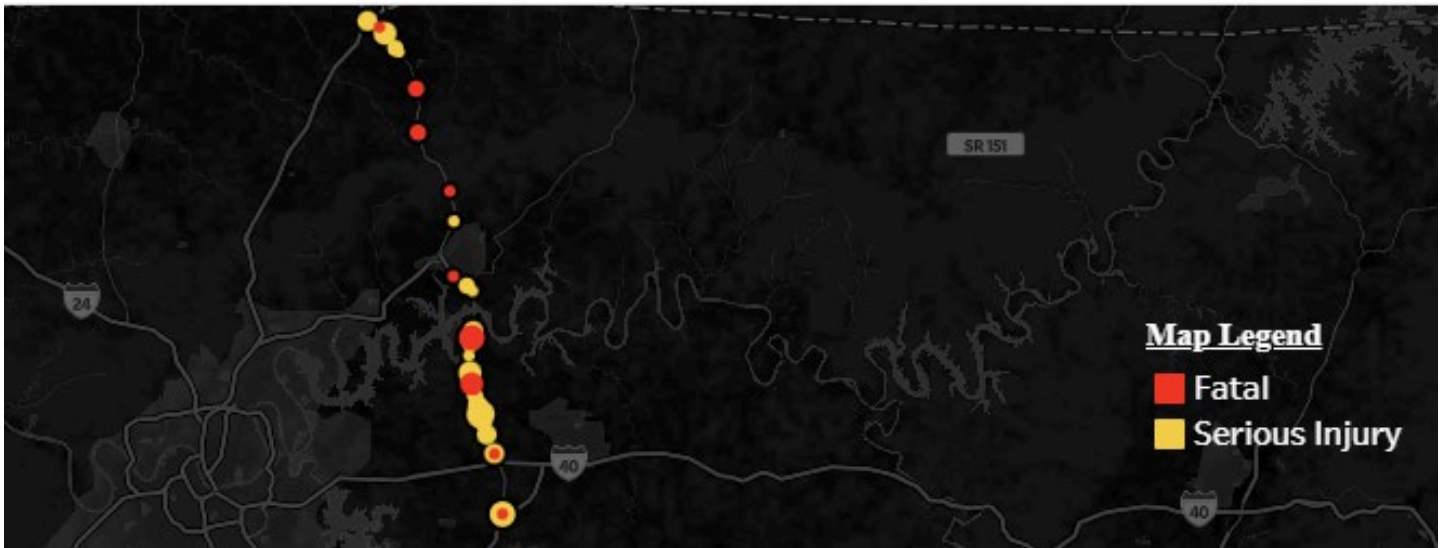
<sup>16</sup> Tennessee Department of Transportation, Traffic Count Database System, <https://tdot.ms2soft.com/tcds>, accessed March 4, 2025.

<sup>17</sup> Andy Humbles, “Tennessee Officials to Lower Speed on Wilson County Hwy 109. How Much and Will it Help?” The Tennessean, January 3, 2025, <https://www.tennessean.com/story/news/local/wilson/2025/01/03/tennessee-highway-109-in-wilson-county-to-see-speed-reduction-after-wrecks-lead-to-study>. (Hereafter cited as “Humbles 2025.”)

<sup>18</sup> Humbles 2025.

<sup>19</sup> Humbles 2025.

### Fatal and Serious Injury Crashes on Highway 109



Source: "Fatal & Serious Injury Crashes," Tennessee Department of Safety & Homeland Security, <https://www.tn.gov/safety/stats/dashboards/fatalseriousinjurycrashes.html>.

The proposed FSED will also improve access to ED services for any commuters injured on area roadways. For individuals who are clinically appropriate for care at an FSED, the facility will allow access to an ED without traveling either further east to Vanderbilt Wilson County Hospital, or to TriStar Mt. Juliet ER.

#### Financial Accessibility

The proposed Highpoint – Lebanon FSED will improve access to emergency medical services by providing a financially accessible, in-network option for patients in the primary service area. The facility will treat all arriving patients, regardless of insurance coverage, ensuring those in geographically isolated areas need not travel through high-traffic areas or congested urban areas to reach care. Patients needing higher levels of care will be stabilized and transferred to SRMC and Ascension hospitals, both of which accept patients with Blue Cross Blue Shield Plan S.

This practice differs from the Mt. Juliet FSED, which, after stabilization, may not transfer Plan S patients to an HCA hospital. HCA hospitals that do not accept Blue Cross Plan S stabilize these emergency patients as required by EMTALA.

The Highpoint Health - Lebanon FSED will be an in-network alternative as it will be in network for all 43,566 Wilson County residents enrolled in a Blue Cross Blue Shield insurance plan, including the 8,893 members with S-Plans. TriStar facilities are not in-network for S-Plan patients.<sup>20</sup> By reducing financial barriers, the proposed FSED will improve financial access to emergency care, particularly for Blue Cross Plan S patients.

#### Highpoint Health – Lebanon FSED Will Provide High-Quality Care

The proposed FSED will provide high-quality emergency care through its commitment to staffing highly qualified medical professionals. Highpoint Health - Lebanon FSED will be staffed with board-certified or board-eligible emergency physicians, assisted by trained and experienced registered nurse (RN) staff certified in emergency nursing care and/or advanced cardiac life support. These clinicians will be on site 24 hours a day, every day of the year. All

<sup>20</sup> Plan enrollee counts received from Lisa Davidson, Principal, Provider Networks and Contracting, Blue Cross Blue Shield of Tennessee, email correspondence with Highpoint Health employees, June 17, 2025, and April 4, 2025.



emergency physicians and nurses will be part of SRMC's unified medical and nursing staff, governed by the same by-laws.

The quality of emergency care at the applicant's existing facilities is the foundation for the proposed FSED. As shown below, SRMC exceeded state and national averages for outpatient measures related to ED care in 2023 and compared favorably to existing service area providers. This quality of care will continue at the new facility.

### **CMS Timely and Effective Care Ratings for Highpoint Health - Sumner with Ascension Saint Thomas 2023 – REVISED**

#### **Emergency department care**

Timely and effective care in hospital emergency departments is essential for good patient outcomes. Delays before getting care in the emergency department can reduce the quality of care and increase risks and discomfort for patients...

[Read more](#)

**Percentage of patients who left the emergency department before being seen**

↓ Lower percentages are better

**1%**

of 40420 patients

National average: 2% [25,26](#)

Tennessee average: 2% [25,26](#)

**Percentage of patients who came to the emergency department with stroke symptoms who received brain scan results within 45 minutes of arrival**

↑ Higher percentages are better

**79%**

of 14 patients

National average: 70% [25](#)

Tennessee average: 69% [25](#)

**Emergency department volume**

**High**

40,000 – 59,999 patients annually

**Average (median) time patients spent in the emergency department before leaving from the visit**

↓ A lower number of minutes is better

**151 minutes**

Other High volume hospitals:

Nation: 215 minutes [25,26](#)

Tennessee: 198 minutes [25,26](#)

Number of included patients: 393

*Revised Graphic Source: CMS Care Compare, viewed online July 7, 2025 at <https://www.medicare.gov/care-compare>.*

### Telemedicine

The proposed FSED will improve the quality of care by providing telemedicine in collaboration with SRMC clinicians. Highpoint Health uses technology to facilitate consultation with specialists available to patients and physicians at all EDs. The proposed FSED will have carts equipped with a video camera, video screen, and computer, to allow on-site clinicians and patients to videoconference with off-site specialists. The specialist can interview the patient, review imaging, laboratory, and other test results, and collaborate with on-site clinicians to make diagnosis and treatment decisions. Patients can talk directly with the specialist to ask questions or provide information about their medical history and current symptoms.

#### *Telestroke*

As part of the telemedicine program, Highpoint Health's telestroke program makes a neurologist available 24/7 to assess any patients with emergent neurological symptoms. Telestroke physicians can view scans, interview the patient and family, and consult the treating physician. Telestroke lets the specialist recommend thrombolytic agents (TPAs) so they can be given timely. This improves patient outcomes by letting them receive care more quickly than they would if they had to be transferred to a hospital. Highpoint Health's telestroke program will let FSED physicians properly assess, treat, and stabilize stroke patients at the facility.

#### *Telebehavioral Health*

As part of the telemedicine program, Highpoint Health's psychiatrists and other behavioral health clinicians can assess patients and recommend medications, therapy, and counseling. When a patient is at risk in the ED, behavioral health specialists can offer virtual consultations by videoconference for depression, anxiety disorders, schizophrenia, substance abuse disorders, and other behavioral health conditions. Highpoint Health's behavioral health specialists can provide expertise when needed throughout an episode of care:

- Risk assessment to determine whether someone may cause harm to themselves or others
- Diagnosis of mental and behavioral health disorders
- Referral to appropriate levels of care
- Prescriptions and medication management
- Assistance communicating with family members
- Follow-up care during an extended hospital stay
- Inpatient psychiatric evaluations before discharge from the hospital

### **Summary**

The substantial growth in ED volumes, the complexity of clinical presentations, and the growing number of transfers show existing emergency care infrastructure is insufficient to meet the needs of the growing Wilson County population. As demand increases due to projected population growth, strain will increase on treatment room capacity, wait times, and quality of care metrics for peak and non-peak times.

The proposed Highpoint Health – Lebanon FSED will directly address these needs by:

- Adding ED treatment capacity
- Providing a dedicated behavioral health treatment room
- Reducing the burden on current EDs

- Improving geographic access to ED services
- Improving financial accessibility
- Using telemedicine to improve timely access to specialists

ER visit volume, patient acuity profiles, transfer rates, and ACEP benchmarks all show a new FSED in Wilson County is a medically necessary, evidence-based, and forward-looking solution to provide access to high-quality emergency care for the service area, both now and in the future.

## **2. Expansion of Existing Emergency Department Facility**

Applicants seeking expansion of the existing host hospital ED through the establishment of a FSED in order to decompress patient volumes should demonstrate the existing ED of the host hospital is operating at or above capacity.

*Check the Box that Applies:*

☐ The applicant is demonstrating the need to decompress volumes at the host hospital ED. If this box is checked the applicant must provide the information below.



The applicant is not demonstrating the need to decompress volumes at the host hospital ED.

### **A. Visits per Treatment Room**

*Data:*

The applicant should provide data on the number of visits per treatment room per year at the relevant existing ED facility. This number should be compared to the ACEP guidelines found in Emergency Department Design – A Practical Guide to Planning for the Future, Second Edition, Figure 5.1, pages 116-117.

Complete the following two tables in order to demonstrate host hospital ED capacity. In order to determine if the host hospital is a low, medium, or high range hospital, utilize Table 5.2, pages 109- 112 in the ACEP Guidelines. The results for the majority of the factors in the first table determine the range selected for the second table.

<b>Table 2A1</b>	<b>Factor</b>	<b>Result/Range</b>
	% Emergency Department Patients Admitted as Inpatients	
	Length of Stay (Hours) in ED	
	% of ED Patients seen in Private Rooms	
	% of patients that will be moved from patient rooms to inner waiting or results waiting areas	
	% of observation and extended stay patient remaining in ED	
	# Average Minutes an ED patient admitted as an inpatient remains in ED	
	Average turnaround time (minutes) for results for lab and imaging studies	
	% of behavioral health ED patients	
	% of ED patients either ESI 4 or 5	
	% of ED patients Age 65+	
	% of imaging studies performed in ED	
	Provisions in ED for family consult/grieving rooms	
	Availability of geriatric specialty area	
	Availability of pediatric specialty area	
	Availability of prisoner/detention patient specialty area	
	Availability of administrative/teaching specialty area	
<b>*The Range Where Majority of Above Factors Fall, i.e. Low, Mid or High range</b>		

*\*Use this range classification for ACEP Range Estimates in Following Table Calculated Ranges*

#### **Host Hospital ED Visits per Treatment Room: Table 2A2**

<b>Emergency Department Design: A Practical Guide to Planning, American College of Emergency Physicians – Estimates for Emergency Department Areas and Beds</b>					
<b>Facility/Standard</b>	<b>Annual Visits*</b>	<b>Dept. Gross Area</b>	<b>Bed Quantities</b>		
		<b>Square Footage</b>	<b>Bed Quantity</b>	<b>Visits/Beds</b>	<b>Area/Bed</b>
<b>Host Hospital</b>					
<b>ACEP Standard</b>					

*\*Use most recent year for host hospital*

**Applicant and TN Dept of Health to provide*****Data Source:***

Hospital Joint Annual Report Search Site

<https://apps.health.tn.gov/PublicJARS/Default.aspx>

Hospital Internal Records

Hospital Discharge Data System (HDDS)

American College of Emergency Physicians (ACEP), Emergency Department Design – A Practical Guide to Planning for the Future, Second Edition, pages 109-112

**Response:**

Not applicable. The applicant is not seeking expansion of the existing host hospital ED through the establishment of an FSED in order to decompress patient volume.

**B. Additional Data*****Check the Box that Applies:***
☐

The applicant is providing additional data related to capacity, efficiencies, and demographics. If this box is checked the applicant must provide the information below.



The applicant is not providing additional data related to capacity, efficiencies, and demographics.

***Data:***

**The applicant is encouraged to provide additional evidence of the capacity, efficiencies, and demographics of patients served within the existing host hospital ED facility in order to better demonstrate the need for expansion. The applicant may provide data relevant to patient acuity levels, age of patients, percentage of behavioral health patients, and existence of specialty modules. If the applicant is providing additional data, at a minimum, complete the following table for the host hospital ED. Other relevant categories may be added to the table by the applicant.**

Additional Data to Demonstrate Need in the Proposed Service Area: Table 2B

Emergency Department	% of Behavioral Health Patients	Statewide Average	% of Patients Level I or II	Statewide Average	% of Patients Ages 65+	Statewide Average

***\*Behavioral Health Patients are defined by including ICD Diagnosis Codes that are found at the following link:***

***[http://www.dhs.state.mn.us/main/groups/agencywide/documents/pub/dhs16\\_197744.pdf](http://www.dhs.state.mn.us/main/groups/agencywide/documents/pub/dhs16_197744.pdf)***

***\*% of Patients Level I or Level II refers to the Emergency Severity Index (ESI) which has 5 levels. Hospitals should use CPT codes 99281-99285 in the HDDS. Each code pertains to a different level of severity with 99281 being the lowest and 99285 the highest.***

***Data related to Behavioral Health Patients are available at the following link:***

***<https://www.tn.gov/content/tn/health/health-program-areas/statistics/health-data/con.html>***

***TN Dept of Health to provide data as requested by applicant***

***Data Source:***

Hospital Discharge Data System (HDDS)

*Note:* The applicant may utilize other data sources to demonstrate the percentage of behavioral health patients but should explain why the alternative data source provides a more accurate indication of the percentage of behavioral health patients than HDDS data.

**Response:**

Not applicable. The applicant is not seeking expansion of the existing host hospital ED through the establishment of an FSED to decompress patient volume. Therefore, the applicant is not providing more data related to capacity, efficiencies, and demographics.

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

**RESPONSE:**

The applicant is not proposing this project to decompress volumes and reduce wait times at its existing ED. The proposed Highpoint – Lebanon FSED is needed principally to alleviate current and future capacity constraints at all area EDs, reduce out-of-pocket costs for service area residents with Blue Cross Blue Shield S-Plans, and give all service area residents a choice between hospital systems.

As discussed in response to Question 1B, this project will help reduce capacity constraints at Vanderbilt Wilson County Hospital and TriStar Mt. Juliet FSED. Both EDs are already operating above ACEP guidelines for annual visits per treatment room.

**3. Relationship to Existing Similar Services in the Area****A. All Applicants***Data:*

**The proposal shall discuss what similar services are available in the service area and the trends in occupancy and utilization of those services. This discussion shall include the likely impact of the proposed FSED on existing EDs in the service area and shall include how the applicant's services may differ from existing services. Utilize the below tables to address this portion of the standards.**

**RESPONSE:****Hospital ED Utilization in the Proposed Service Area (PSA): Table 3A1**

<b>Hospital ED</b>	<b>County</b>	<b>PSA Resident ED Visits at Hospital ED (A)</b>	<b>Total Service Area Resident ED Visits (B)</b>	<b>Market Share in Service Area ((A)/(B)) X 100 = Market Share %</b>
TriStar Mt. Juliet FSED	Wilson	14,134	58,505	24.16%
Highpoint Health Sumner (SRMC)	Sumner	515	58,505	0.88%
Highpoint Health Sumner Station FSED	Sumner	121	58,505	0.21%
Vanderbilt Wilson County Hospital	Wilson	22,547	58,505	38.54%
Other TN Hospitals	All Other TN Counties	21,188	58,505	36.22%
Total		58,505		
Satellite ED Visits YR 1		8,364		

*Source: Tennessee Department of Health Request #35551538*

**Market Shares of ED Facilities in the Proposed Service Area: Table 3A2**

<b>ZIP Code/ County</b>	<b>% Highest Market Share ED</b>	<b>% 2<sup>nd</sup> Highest Market Share ED</b>	<b>% 3<sup>rd</sup> Highest Market Share ED</b>	<b>% Applicant Host ED (if not top 3)</b>
37087	Vanderbilt Wilson County Hospital 60.7%	Tristar Mt. Juliet FSED 13.3%	TriStar Summit Medical Center 8.3%	Highpoint Health - Sumner 1.4%
37122/37090	Tristar Mt. Juliet FSED 34.4%	TriStar Summit Medical Center 25.4%	Vanderbilt Wilson County Hospital 17.6%	Highpoint Health - Sumner 0.4%
Total Service Area	Vanderbilt Wilson County Hospital 38.5%	Tri Star Mt. Juliet FSED 24.2%	TriStar Summit Medical Center 17.1%	Highpoint Health - Sumner 0.9%

Source: Tennessee Department of Health Request #35551538. \*Note: The Department of Health could not provide data just for zip code 37090. Therefore, it is combined with zip code 37122.

### **Emergency Department Services and Utilization Trends**

Wilson County has two EDs: Vanderbilt Wilson County Hospital (a hospital-based ED) and TriStar Mt. Juliet, an FSED. As discussed above and shown in the table below, both facilities have had substantial growth in ED visits while managing clinically complex patients. Combined visits for the two EDs increased nearly 29% in just two years. Each ED had a similar percentage growth in visits.

According to JAR data, patient transfer rates from the two facilities have risen, particularly from Vanderbilt Wilson County Hospital, where transfers have increased from 13.9% to 15.7% of ED visits over the past five years, showing the rising clinical complexity of its patients.

**Historical Utilization of EDs in the Proposed Service Area latest 3 years: Table 3A3**  
**PSA = 37087,37122, 37090**

<b>County</b>		<b>2021 ED Visits</b>	<b>2022 ED Visits</b>	<b>2023 ED Visits</b>	<b>% Change</b>
Wilson	TriStar Mt. Juliet FSED	13,483	17,241	18,866	39.92%
Wilson	Vanderbilt Wilson County ED	25,964	29,836	31,931	22.98%
<b>TOTAL</b>		<b>39,447</b>	<b>47,077</b>	<b>50,797</b>	<b>28.77%</b>

Source: Tennessee Department of Health Request #35551538.

### **Impact of the Proposed FSED**

The proposed FSED will address the service area's current and projected ED capacity needs without unnecessarily duplicating existing services:

- Capacity Relief: By adding treatment capacity, the proposed FSED will reduce overcrowding and improve patient throughput at the two existing EDs.
- Behavioral Health Resources: The proposed FSED will include a dedicated behavioral health treatment room for psychiatric evaluation and stabilization.



- Improved Access to Specialty Consultation via Telemedicine: The proposed FSED will leverage Highpoint Health's comprehensive telemedicine program, including general telemedicine, the telestroke program, and telebehavioral health.
- Fewer Patient Transfers: With on-site telemedicine resources and specialty consultation, the proposed FSED can evaluate and stabilize more complex patients, reducing the need for transfers to hospitals outside the service area, thus improving care continuity.
- Geographic Distribution of Care: The proposed FSED will reduce travel times to emergency care for Wilson County residents and for EMS.
- Improved Financial Accessibility: The proposed FSED's charity care policy and in-network status for all Blue Cross plans will improve access and reduce costs for Wilson County residents.

In summary, the proposed FSED will complement existing emergency services by increasing ED capacity, improving access to specialists, and adding a new choice for ED services in Wilson County.

## B. Rural Service Area Applicants

☐ The proposed service area is rural. If this box is checked the applicant must provide the information below.

☒ The proposed service area is not rural.

### *Data:*

**Complete the following table to provide patient origin data by ZIP Code for each existing facility as well as the proposed FSED in order to verify the proposed facility will not negatively impact the patient base of the existing rural providers. Applicants may add or remove as many columns and/or rows as necessary.**

**In an area designated as rural, the proposed facility should not be located within 10 miles of an existing facility.**

**In rural proposed service areas, the location of the proposed FSED should not be closer to an existing ED facility than to the host hospital.**

**Patient Destination and Patient Origin in the Proposed Service Area – Rural: Table 3B1**

Hospital ED	Patient Volumes					
	ZIP Code 1	ZIP Code 2	ZIP Code 3	ZIP Code 4	ZIP Code 5	ZIP Code 6
Hospital ED 1						
Hospital ED 2						
Hospital ED 3						
Hospital ED 4						
Hospital ED 5						
Hospital ED 6						
Other Hospitals						
<b>Total</b>						
<b>Proposed FSED YR 1</b>						

*TN Dept of Health to provide data as requested by applicant*

*Data Source:*

Hospital Discharge Data System (HDDS)

#### **RESPONSE:**

Not applicable. The service area is not designated as a rural service area.

#### **C. Critical Access Hospitals**

☐

The proposed service area contains a critical access hospital(s). If this box is checked the applicant must provide the information below.



The proposed service area does not contain a critical access hospital(s).

*Data:*

**The location of the proposed FSED should not be closer to an existing CAH than to the host hospital. Provide the distance of the proposed FSED from any existing CAH in the proposed service area and the distance of the proposed FSED from the host hospital ED.**

Critical Access Hospital Location: Table 3B2

Distance of the Proposed FSED from the CAH (miles)	Distance of the Proposed FSED from Host Hospital ED (miles)

**Applicant to provide****Data Source:**

Licensure Facility Search, Joint Annual Report (JAR), MapQuest, Other GPS Searching

<https://apps.health.tn.gov/facilityListings/>

<https://apps.health.tn.gov/PublicJARS/Default.aspx>

**RESPONSE:**

Not applicable. The service area contains no Critical Access Hospital.

**4. Host Hospital Emergency Department Quality of Care**

**The quality of the host hospital should be in the top quartile of the state in order to be approved for the establishment of an FSED. It is the responsibility of the applicant to provide data on the host hospital ED and what quartile is applicable for each measure.**

**RESPONSE:**Data Limitations

The host hospital for the proposed FSED is SRMC. SRMC's ED performance was evaluated using publicly available data from the CMS Care Compare Tool, which reports data for hospital-based EDs.

Most of the measures requested in the FSED guide and historically included in the Hospital Outpatient Core Measure Set are no longer actively collected by CMS, or there is insufficient provider-level reporting for CMS to display a comparison across facilities. Among the eight CMS Quality of Care measures referenced, only two — OP-18 (Median Time from ED Arrival to ED Departure for Discharged ED Patients) and OP-23 (Head CT or MRI Scan Results for Stroke Patients within 45 Minutes of ED Arrival) — remain part of CMS's current program.

FSEDs operating as part of a hospital license do not have to separately report on many of these outpatient hospital metrics, since their data are often aggregated and reported with their host hospital's data. This further limits the availability of separate performance data for FSEDs.

Comparative Data and Tables

SRMC's reported median time for OP-18 in the year ending June 30, 2024 was 151 minutes, which is below the average for Tennessee hospitals. The lower the score for this measure, the better, so the "top quartile" of 75<sup>th</sup> percentile and above includes hospitals with the shortest wait times.

<b>Measure: OP-18 Median Time from ED Arrival to Departure for Discharged ED Patients REVISED</b>						
Emergency Department	Timeframe	Ed Time/Score	Check (X) Applicable Quartile			
			≤25th Percentile	25th-50th Percentile	50th-75th Percentile	≥75th Percentile
			<=187	187-158	158-128	>=128
SRMC	YE June 2023	151			X	

Source: CMS Care Compare, available online at <https://www.nber.org/research/data/centers-medicare-medicaid-services-cms-hospital-compare-data>.

CMS data on wait times are intended to be compared within peer groups defined by visit volume. CMS stratifies hospitals into volume-based categories, recognizing that higher-volume EDs tend to have higher average patient acuity, which naturally results in longer treatment times. The screen shot below shows the ED wait time data for SRMC from the CMS Care Compare website, which compares SRMC to “Other High Volume” hospitals.

#### **SRMC ED Wait Time from CMS Care Compare Tool – REVISED**

<b>Average (median) time patients spent in the emergency department before leaving from the visit</b> ↓ A lower number of minutes is better	<b>151 minutes</b>
	Other High volume hospitals:
	Nation: 215 minutes <a href="#">25,26</a> ▼
	Tennessee: 198 minutes <a href="#">25,26</a>
	Number of included patients: 393

Source: CMS Care Compare Tool, viewed on July 7, 2025

CMS classified SRMC as a “High Volume” ED, based on its total visit volume. CMS compares SRMC only with other Tennessee and US high-volume hospitals. Compared to other high-volume hospitals, SRMC’s average wait time is better than the Tennessee and national averages.

CMS categorized 19 Tennessee EDs as High Volume. Of these 17 peer facilities, SRMC ranks third best, with a median OP-18 score of 151 minutes, compared to the Tennessee High-Volume peer range of 120 to 248 minutes. This ranking places SRMC in the top quartile of its Tennessee peer group.

**Tennessee High Volume ED Wait Time from CMS Care Compare - REVISED**  
**Measure: OP-18 Median Time from ED Arrival to Departure for Discharged ED Patients**

<b>Hospital</b>	<b>Median Time from ED Arrival to Departure</b>
TriStar Southern Hills Medical Center	120
TriStar Horizon Medical Center	134
<b>Sumner Regional Medical Center</b>	<b>151</b>
TriStar Hendersonville Medical Center	158
St. Francis Hospital	159
TriStar Stonecrest Medical Center	161
Williamson Medical Center	184
TriStar Skyline Medical Center	187
Wellmont Bristol Regional Medical Center	187
Maury Regional Hospital	201
Vitruvian Health (f/k/a Tennova – Cleveland)	202
Blount Memorial Hospital	207
Leconte Medical Center	224
Cookeville Regional Medical Center	239
Parkwest Medical Center	248

*Revised Table Source: CMS Care Compare Database. File "Hospitals\_04\_2025.zip" and files Timely\_and\_Effective\_Care-Hospital.xls, Timely\_and\_Effective\_Care-National.xls, and Timely\_and\_Effective\_Care-State.xls downloaded in July 2025 from <https://data.cms.gov/provider-data/archived-data/hospitals>*

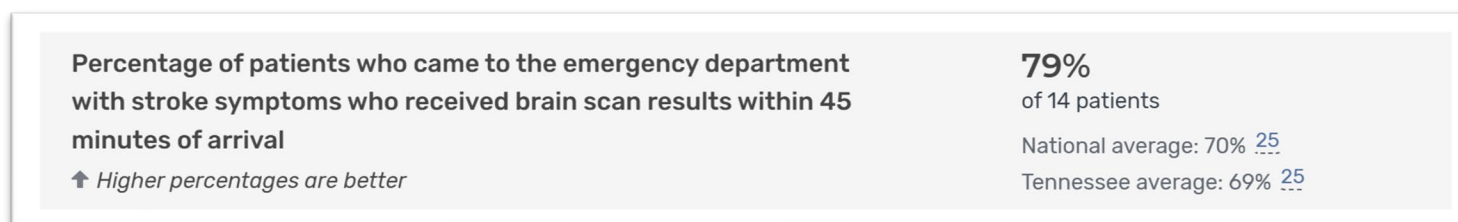
SRMC's score for OP-23 in 2024 is 79%, which is well above the average for Tennessee hospitals (69%) and US hospitals (70%) in the CMS Care Compare Database. However, only 31 Tennessee hospitals reported data for this measure (i.e., a 32% response rate of the 97 hospitals that have data in the CMS database). Therefore, CMS did not report quartiles.

**OP-23 Measure: ED-Head CT or MRI Scan Results for Acute Ischemic Stroke or Hemorrhagic Stroke Patients who Received Head CT or MRI Scan Interpretation With 45 Minutes of ED Arrival**  
**REVISED**

ED	Timeframe	ED Time/Score	Check (X) Applicable Quartile			
			≤25th Percentile	25th-50th Percentile	50th-75th Percentile	≥75th Percentile
SRMC	YE June 2024	79	N/A	N/A	N/A	N/A

*Revised Table Source: CMS Care Compare Database. File "Hospitals\_04\_2025.zip" and files Timely\_and\_Effective\_Care-Hospital.xls, Timely\_and\_Effective\_Care-National.xls, and Timely\_and\_Effective\_Care-State.xls downloaded in July 2025 from <https://data.cms.gov/provider-data/archived-data/hospitals>*

**SRMC ED Head CT or MRI Scan Results from CMS Care Compare Tool - REVISED**



*Revised Graphic Source: CMS Care Compare Tool viewed on July 7, 2025.*

With other measures in the FSED Guide not publicly available or too few hospitals reporting to allow CMS's Care Compare to publish a percentile comparison, the OP-18 measure is the primary outpatient ED metric available. Based on its peer-group-adjusted ranking for OP-18, SRMC meets the requirement for top-quartile performance relative to similar high-volume EDs in Tennessee and qualifies as an eligible host hospital for the proposed FSED.

## **5. Appropriate Model for Delivery of Care**

**The applicant should discuss why a FSED is the appropriate model for the delivery of care in the proposed service area.**

The proposed FSED is the most appropriate and strategically appropriate model for meeting the growing emergency care needs of Wilson County, Tennessee. Several factors support this conclusion:

### **1. Existing Service Availability and Market Conditions**

Vanderbilt Wilson County Hospital has the only full-service hospital-based ED in Wilson County. Vanderbilt's ED already has patient volumes well above ACEP's high-range benchmarks.

Since opening in late 2018, the TriStar Mt. Juliet FSED has experienced extraordinary growth in visits. Between 2019 and 2023, its visit volume nearly doubled, from 11,120 visits to over 20,600. The number of treatments rooms only

increased from 8 to 11, however. Like Vanderbilt, TriStar Mt. Juliet FSED is now operating above ACEP's high-range utilization standards. The proposed FSED will provide the needed additional ED capacity for the service area.

## **2. Geographic and Market Appropriateness**

Wilson County has experienced significant population growth in recent years as a key suburban market within the greater Nashville metropolitan area and is expected to continue to grow. The proposed FSED is near major area thoroughfares to improve access for Wilson County residents.

FSEDs are particularly well suited for growing suburban markets like Wilson County, where large volumes of patients present with emergent care needs that do not require immediate inpatient hospital admission.<sup>21</sup> The FSED model allows for rapid evaluation, stabilization, and treatment while reducing congestion in hospital EDs and allowing transfers to host hospitals when inpatient care is necessary.

## **3. Differentiation from Existing Providers**

The proposed FSED will offer important distinctions and advantages over existing providers:

Network Access and Payer Mix: The proposed FSED will expand in-network access to those enrolled in Blue Cross Plan S, which covers over 8,000 lives in Wilson County. While Vanderbilt Wilson County Hospital is an in-network provider for Blue Care Plan S, the TriStar Mt. Juliet FSED is not. The proposed FSED will be an in-network option for FSED services.

Transfer Destinations and Expanded System Choice: TriStar Mt. Juliet FSED transfers most patients requiring inpatient admission to its host hospital, TriStar Summit Medical Center in Davidson County. Vanderbilt Wilson County Hospital admits most patients internally. The proposed Highpoint Health – Lebanon FSED will offer patients a site of care affiliated with Highpoint Health and Ascension Saint Thomas. This introduces a third health system option into the market, creating greater patient choice and improved access.

Enhanced Patient Experience: For many lower-acuity patients, FSEDs offer a better experience than hospital-based EDs, with typically shorter wait times, streamlined triage processes, a calmer environment, and easier access to care.

## **4. Appropriateness of the FSED Model in Current Healthcare Delivery**

The FSED model is an appropriate and efficient delivery model for suburban, rapidly growing communities like Wilson County. It lets emergency care capacity scale incrementally, while not disrupting hospital EDs with construction to expand capacity. With SRMC's telemedicine services, the proposed FSED will provide a wide range of emergency care while reducing patient travel time and wait time.

In summary, the proposed FSED represents the most appropriate delivery model for the service area by:

- Providing more ED capacity, necessary in a market already operating above ACEP standards
- Improving geographic access within the county
- Expanding in-network options for ED services
- Increasing access to a third health system to expand patients' options and stimulate healthy competition

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<sup>21</sup> Sabrina Poon, Jeremiah Schuur, and Ateev Mehtora, "Trends in Visits to Acute Care Venues for Treatment of Low-Acuity Conditions in the United States from 2008 to 2015," *JAMA Internal Medicine* 178, no. 10 (2018): 1342–1349.

- Delivering a high-quality, patient-centered care environment

## **6. Geographic Location**

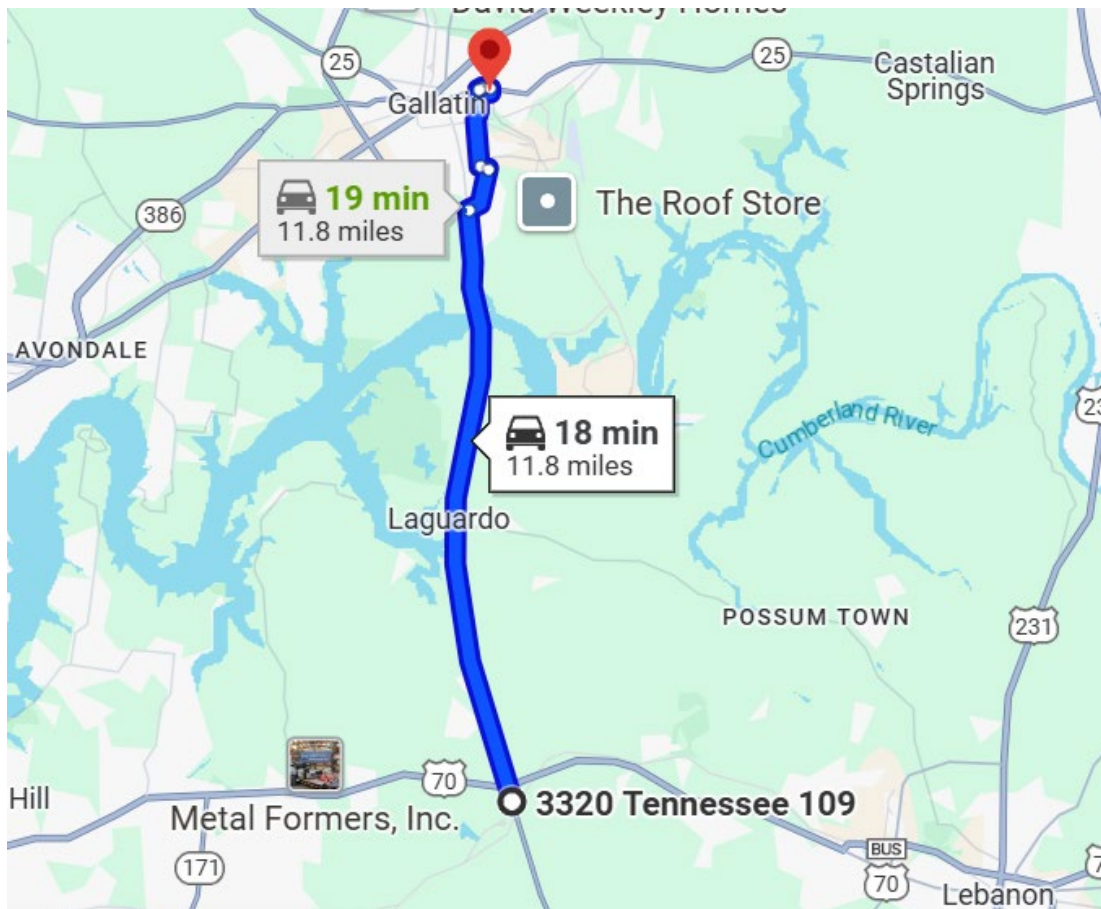
### ***Data:***

**The FSED should be located within a 35 mile radius of the hospital that is the main provider. A map should also be provided as evidence.**

### **Response:**

The applicant meets this requirement. As the map below shows, the proposed FSED will be about 12 road miles from SRMC, the host hospital.

#### **Distance from Highpoint Health – Lebanon FSED to SRMC**



*Source: Google Maps.*

## **7. Access**

**The applicant must demonstrate an ability and willingness to serve equally all of the service area in which it seeks certification.**



**RESPONSE:**

The applicant, SRMC, is committed to providing emergency care services to all residents of Wilson County and the surrounding service area, without discriminating based on insurance status, ability to pay, or other socioeconomic factors. The proposed FSED will serve all patients who present for care and will apply the same charity care, financial assistance, and sliding-scale discount policies in place at the host hospital and other Highpoint Health facilities. The facility's central location gives good geographic access. Its in-network status with a wide range of commercial, TennCare, and Medicare managed care plans — including Blue Care Plan S products — provides financial accessibility for the entire community.

**8. Services to High Need Populations**

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

*Data:*

**Use the following table to compare the payor mix of the host hospital to payor mix of the total service area. Applicants may also present evidence demonstrating limited access to emergency care in the proposed service area when applicable.**

Services to High Need Populations by Payor: Table 8

Payor	ZIP Code 1 Total ED Patient s	% Total	ZIP Code 2 Total ED Patient s	% Total	ZIP Code 3 Total ED Patients	% Total	Host Hospital Total	% Total
Medicare/Medicaid Advantage								
TennCare/Medicaid								
Commercial/Commercial Other								
Self-Pay								
Medically Indigent/Free								
Other								
<b>Total</b>								

**TN Dept of Health to provide data as requested by applicant**

**Data Source:**

Hospital Discharge Data System (HDDS)

## RESPONSE:

The host hospital, SRMC, and the Sumner Station FSED provide emergency services to all patients, regardless of insurance status or ability to pay. The proposed FSED will have the same policies, giving uninsured, underinsured, and low-income patients full access to emergency medical care.

Charity care will be provided under the policies of Highpoint Health with Ascension Saint Thomas. Underinsured patients who do not meet charity care criteria will receive appropriate discounts to reduce financial burdens and give access to needed care. The discount guidelines provide a graduated discount based on the patient's family income. The discounts range from 100% for patients at less than or equal to 200% of the Federal Poverty Guidelines to a 60% discount for families whose income is between 276% and 300% of the Federal Poverty Guidelines.

The financial assistance policy is available at: <https://www.highpointhealthsystem.com/sites/highpoint/assets/uploads/Highpoint%20Health-Financial%20Assistance%20Policy.pdf>.

The proposed FSED will be an in-network provider for all 43,566 Wilson County residents enrolled in Blue Cross Blue Shield of Tennessee (BCBST), including the 8,893 members enrolled in Blue Care Plan S products. This is important because TriStar facilities, including the existing TriStar Mt. Juliet FSED, are not in network for Blue Care Plan S members. While federal EMTALA regulations require all EDs to treat and stabilize patients, Blue Care Plan S members treated at out-of-network facilities like TriStar may have higher out-of-pocket costs, balance billing, and reduced insurance coverage once stabilized. These financial barriers can deter timely access to care for low-income families.

By being in-network for Blue Care Plan S patients, the proposed FSED will reduce the financial burden on these families for emergency care and for any later medically necessary inpatient or outpatient care.

The table below shows the payor mix for the service area and for SRMC. The applicant has requested data from the Department of Health but has not yet received them. The table below uses data from the Tennessee Department of Health. As Table 8 shows (below), SRMC serves self-pay and TennCare patients. The SRMC ED had a higher percentage of Medicare, Medicaid, or self-pay patients than the ED payor mix for service area residents.

**Services to High Need Populations by Payor: Table 8 (ED Visits by Payor and Patient Zip Code)**

Payor Mix of Total Resident ED Visits				Highpoint Health-Summer	
	Patient Zip Code			Summer	
	37087	Percent	37090/ 37122	Percent	Total Percent
Payor Mix					
Commercial	8,883	31.2%	12,282	40.9%	12,616 31.6%
Medically Indigent/Free	233	0.8%	526	1.7%	0 0.0%
Medicare	7,012	24.6%	8,266	27.5%	11,495 28.8%
Other	865	3.0%	1,021	3.4%	1,123 2.8%
Self-Pay	3,774	13.3%	2,092	7.0%	4,197 10.5%
TennCare/Medicaid	7,680	27.0%	5,871	19.5%	10,541 26.4%
Total	28,447	100.0%	30,058	100.0%	39,972 100.0%

Source: Tennessee Department of Health Request #35551538. \*Note: The Department of Health could not provide data just for zip code 37090. Therefore, it is combined with zip code 37122.

## 9. Establishment of Service Area

### **A. Establishment of Non-Rural Service Area**



The proposed service area is non-rural. If this box is checked the applicant must provide the information below.

☐

The proposed service area is rural.

**The geographic service area shall be reasonable and based on an optimal balance between population density and service proximity of the applicant.**

*Data:*

**Socio- demographics of the service area**

**Projected populations to receive services**

**Complete the following tables to demonstrate:**

**a. Patient origin by ZIP Code for the hospital's existing ED in relation to the proposed service area for the FSED**

**Patient Origin, Ranked Highest to Lowest, Host Hospital. Table 9A1**

<b>Zip Code</b>	<b>Host Hospital (SRMC) ED Visits</b>	<b>% of Total</b>	<b>Cumulative %</b>
37090/37122	116	0.42%	0.42%
37087	399	1.43%	1.85%
<i>Service Area Subtotal</i>	<i>515</i>	<i>1.85%</i>	<i>1.85%</i>
<b>Other Areas</b>	<b>27,398</b>	<b>98.15%</b>	<b>98.15%</b>
<b>Total</b>	<b>27,913</b>	<b>100.00%</b>	

Source: Tennessee Department of Health Request #35551538 \*Note: The Department of Health could not provide data just for zip code 37090. Therefore, it is combined with zip code 37122.

**b. Patient Origin by ZIP Code of the service area residents (i.e., market share).**

**The applicant may add or remove as many ZIP Code and Hospital ED lines as is necessary.**

**RESPONSE:**

**ED Patient Destination by Hospital ED: Table 9A2**

	<b>37087</b>	<b>37122/37090</b>	<b>Total Service Area</b>
9522 Vanderbilt Wilson County Hospital	17,271	5,276	22,547
1934 FSED: TriStar Mt. Juliet Emergency Room	3,787	10,347	14,134
1934 TriStar Summit Medical Center	2,370	7,646	10,016
1928 Vanderbilt University Medical Center	1,793	2,479	4,272
1932 TriStar Centennial Medical Center	403	833	1,236
8324 Highpoint Health - Sumner	399	116	515
1925 Ascension Saint Thomas Hospital Midtown	339	715	1,054
7521 Ascension Saint Thomas Rutherford	255	479	734
8021 Highpoint Health - Riverview	234	68	302
1927 Ascension Saint Thomas Hospital West	208	363	571
1933 TriStar Skyline Medical Center	190	310	500
7523 TriStar StoneCrest Medical Center	179	385	564
8325 TriStar Hendersonville Medical Center	136	134	270
8521 Highpoint Health - Trousdale	115	12	127
1921 TriStar Southern Hills Medical Center	98	152	250
8324 FSED: Highpoint Health-Sumner Station Emergency Room	92	29	121
7120 Cookeville Regional Medical Center	67	59	126
1924 Nashville General Hospital	51	70	121
9423 Williamson Medical Center	46	75	121
2220 TriStar Horizon Medical Center	28	24	52
1921 FSED: TriStar Century Farms Emergency Room	19	56	75
Other Hospitals	367	430	797
<b>Total</b>	<b>28,447</b>	<b>30,058</b>	<b>58,505</b>

Source: Tennessee Department of Health Request #35551538. \*Note: The Department of Health could not provide data just for zip code 37090. Therefore, it is combined with zip code 37122.

The proposed service area for the proposed FSED is zip codes 37087, 37090, and 37122, all in Wilson County. This service area definition was based on proximity to the proposed site, access to major roadways, current population trends, projected growth, commuter patterns, and existing ED locations.

### **Rapid and Sustained Population Growth**

The population of Wilson County and the proposed service area is growing at rates significantly above the statewide average. According to recent data:

- The City of Lebanon (location of the proposed FSED) was the twelfth fastest-growing city in the US between 2022 and 2023, with an 8.9% growth rate in a single year.<sup>22</sup>
- Between 2024 and 2029:<sup>23, 24</sup>
  - Tennessee’s total population is projected to grow by 4%.
  - Wilson County’s population is projected to increase by 11% (adding 18,145 residents).
  - The City of Lebanon’s population is projected to increase by 18% (adding 8,451 residents).
  - The primary service area (zip codes 37087, 37090, 37122) is projected to grow by 13.3%, adding 15,542 new residents over the next five years.
- Since 2010, Wilson County has grown by about 281 residents per month, reflecting an overall 30% population increase in the last decade.

Long-term projections confirm this rapid growth will continue, with Wilson County expected to reach a population of over 250,000 residents by 2045.<sup>25</sup>

### **Aging Population and High-Need Demographics<sup>26</sup>**

The growth in senior populations is even greater:

- The population aged 65 and older within the primary service area is projected to grow by 26% over the next five years, compared to statewide growth of only 15% in the same age group.
- Planned residential developments, such as the 350-acre Barton Village opening in 2025, will support this growth, adding nearly 2,000 new homes, including over 700 homes specifically designed for adults aged 55 and older.

The aging of the service area population will increase demand for emergency services due to the higher prevalence of chronic conditions, acute events, falls, and other needs for emergency care among older adults.

<sup>22</sup> “Top Fastest-Growing Cities,” US Census Bureau, May 16, 2024, <https://www.census.gov/library/visualizations/2024/comm/fastest-growing-cities.html>.

<sup>23</sup> Esri, 2024 & 2029 Demographic Estimates, based on US Census and Esri demographic modeling.

<sup>24</sup> “Wilson County at a Glance Posters,” Wilson County Master Land Use Plan, <https://www.planwilson.org/milestones>.

<sup>25</sup> “Wilson County at a Glance Posters,” Wilson County Master Land Use Plan, <https://www.planwilson.org/milestones>.

<sup>26</sup> Esri, 2024 & 2029 Demographic Estimates, based on US Census and Esri demographic modeling.

## **Transportation, Commuter Patterns, and Access Barriers**

The proposed FSED's location along Highway 109 and US-70 places it directly in two major commuter corridors. As population and traffic increase in the county, the need for more localized emergency care grows.

- Daily, about 31,300 Wilson County residents commute to surrounding counties for work, while another 31,950 commuters enter Wilson County each day.<sup>27</sup>
- By 2045:<sup>28</sup>
  - Morning commute times from Lebanon to Nashville are projected to increase by 71%.
  - Time spent traveling daily is expected to rise by 68%.
  - According to the Wilson County Master Land Use Plan, "By the year 2045, the amount of time area residents spend on congested roadways is expected to double as average travel speeds decline by 15% regionwide."<sup>29</sup> The increasing traffic creates barriers to timely access for emergency services.

## **Strategic Placement of the Proposed FSED**

The proposed FSED is strategically positioned to serve the rapidly growing residential areas of Lebanon and the surrounding zip codes. This location allows for:

- Reduced travel times for residents who would otherwise face increasing traffic delays accessing either the Vanderbilt Wilson County Hospital ED to the east or the TriStar Mt. Juliet FSED to the west.
- Improved access for a growing population of elderly and high-risk patients who may face adverse outcomes from delayed emergency care.
- Balanced geographic distribution of emergency services that directly aligns with current population centers and future residential growth.

## **Optimal Balance of Need and Proximity**

The service area selected for the proposed FSED reflects a careful consideration of:

- Documented rapid population growth
- Expanding elderly population
- Worsening traffic congestion
- Location of existing EDs in Wilson County

The proposed FSED will play an important role in providing timely access to high-quality emergency care for current and future residents as Wilson County continues its rapid suburban development.

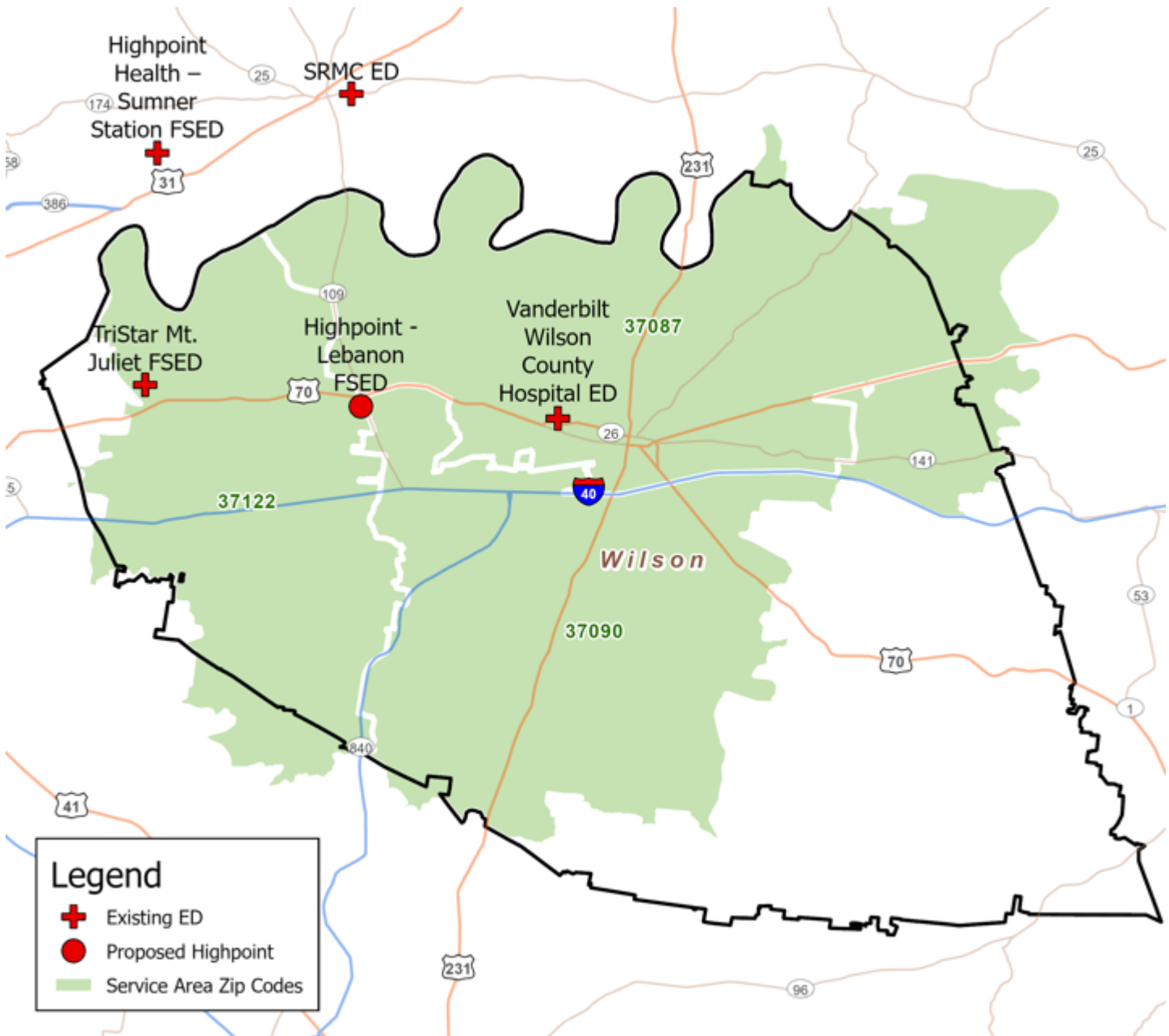
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<sup>27</sup> "County One Page Profile," Tennessee Department of Transportation Traffic Counts County Profile Tool, accessed March 4, 2025.

<sup>28</sup> "Implications of Growth Posters," Wilson County Master Land Use Plan, <https://www.planwilson.org/milestones>.

<sup>29</sup> "2045 Outlook. Implications of Growth," Wilson County Master Land Use Plan, [https://www.planwilson.org/\\_files/ugd/f75d74\\_c523af7c78bf44f195d56371feaf6045.pdf](https://www.planwilson.org/_files/ugd/f75d74_c523af7c78bf44f195d56371feaf6045.pdf).

### Proposed Service Area



### B. Establishment of Rural Service Area

- ☐ The proposed service area is rural. If this box is checked the applicant must provide the information below.
- ☒ The proposed service area is non-rural.

**Applicants seeking to establish a FSED in a rural service area with limited access to emergency medical care shall establish a service area based upon need.**

**Data:**

**Applicant to provide**

**Data Source:**

Licensure facility search, Joint Annual Reports (JAR), MapQuest, Other GPS searching

<https://apps.health.tn.gov/facilityListings/>

<https://apps.health.tn.gov/PublicJAR/Default.aspx>

Applicants should provide the number of existing ED facilities in the proposed service area.

**RESPONSE:**

Not Applicable.

## **10. Relationship to Existing Applicable Plans: Underserved Area and Population**

**Data:**

**The proposal's relationship to underserved geographic areas and underserved population groups shall be a significant consideration. Complete the following table of federally designated areas in the proposed service area to address this portion of the standards.**

**RESPONSE:**

Wilson County and each of the service area zip codes are considered medically underserved areas and shortage areas for mental health services. This means there are not enough services for residents' behavioral health needs. The behavioral health services the proposed FSED will provide, including telehealth, will improve access to mental health services.

**Underserved Geographic Areas and Underserved Population Groups: Table 10**

<b>Proposed Service Area ZIP Code and/or County</b>	<b>Medically Underserved Area</b>	<b>Medically Underserved Populations</b>	<b>Health Professional Shortage Area</b>	<b>Shortage Area for Mental Health Services</b>
37087	X			X
37122	X			X
37090	X			X
Wilson County	X		X	X

*Source: US Department of Health and Human Services, Health Resources and Services Administration.*



## **11. Composition of Services**

Laboratory and radiology services, including but not limited to XRAY and CT scanners, shall be available on-site during all hours of operation. The FSED should also have ready access to pharmacy services and repository services during all hours of operation. Complete the following table to demonstrate the intent to provide the required services.

**Composition of Services: Table 11**

<b>Position Type</b>	<b>Hours Available</b>	<b>On-Site</b>	<b>Contracted or In-House</b>
Laboratory	24/7/365	yes	Pathologist contracted; other staff employed
X Ray	24/7/365	yes	Radiologist contracted; other staff employed
CT Scanner	24/7/365	yes	Radiologist contracted; other staff employed
Ultrasound	24/7/365	yes	Radiologist contracted; other staff employed
Pharmacy	24/7/365	yes	Pharmacist contracted; other staff employed
Respiratory	24/7/365	yes	Physician contracted; other staff employed
Other*		yes	Employed

*\*Please see Table 14 for employed staff.*

### **Response:**

Laboratory and radiology (including diagnostic X-ray and CT scanning) services will be provided onsite 24/7/365, as will respiratory care. Pharmacy support will be available 24/7 and will be coordinated through the SRMC pharmacy.

## **12. Pediatric Care**

The applicant should demonstrate a commitment to maintaining at least a Primary Level of pediatric care at the FSED as defined by CHAPTER 1200-08-30 Standards for Pediatric Emergency Care Facilities including staffing levels, pediatric equipment, staff training, and pediatric services. Applicants should include information detailing the expertise, capabilities, and/or training of staff to stabilize or serve pediatric patients. Additionally, applicants shall demonstrate a referral relationship, including a plan for the rapid transport, to at least a general level pediatric emergency care facility to allow for a specialized higher level of care for pediatric patients when required.

### **RESPONSE:**

The applicant's commitment to these standards is shown by its existing FSED at Sumner Station, which is classified as a "Basic" pediatric care ER and has transfer agreements with hospitals in the primary service area and with Ascension Saint Thomas hospitals in central Nashville and in three rural areas of Middle Tennessee. The proposed FSED will pursue the same classification.

### **13. Assurance of Resources**

The applicant shall document that it will provide the resources necessary to properly support the applicable level of emergency services. Such documentation should include, but not limited to, a letter of support from applicant's governing board of directors or chief financial officer.

#### **RESPONSE:**

Please see the letter in Attachment 4E, committing funding to implement and sustain the project. The letter is signed by the Lifepoint's Senior Vice President and Chief Accounting Officer.

### **14. Adequate Staffing**

#### **A. All Applicants**

The applicant shall document a plan demonstrating the intent and ability to recruit, hire, train, assess competencies of, supervise, and retain the appropriate numbers of qualified personnel to provide the services described in the application and that such personnel are available in the proposed service area. If the applicant plans to contract with an emergency physician group, the applicant should provide information on the physician group's ability to meet the staffing requirements. Utilize the following table to demonstrate planned staffing.

Staffing Patterns: Table 14

Position Type	FTEs Needed for Proposed FSED	FTEs Currently Employed	FTEs that will be Recruited
Physicians			
Registered Nurses			
ER Tech			
EVS Tech			
Radiology Tech			
CT Tech			
Ultrasonographer			
Medical Tech			
Other			

#### **RESPONSE:**

SRMC and its health system have years of experience in staffing emergency care facilities. The proposed FSED will be staffed with board-certified or board-eligible emergency physicians and by trained and experienced RNs certified in emergency nursing care and/or advanced cardiac life support. These physicians and nurses will be on site 24/7/365.

**Staffing Patterns: Table 14**

<b>Position Type</b>	<b>FTEs Needed for Proposed FSED</b>	<b>FTEs Currently Employed</b>	<b>FTEs that will be Recruited</b>
<b>Physicians</b>	0	0	0
<b>Registered Nurses</b>	8.4	0	8.4
<b>ER Tech</b>	0	0	0
<b>EVS Tech</b>	0	0	0
<b>Radiology Tech</b>	4.2	0	4.2
<b>CT Tech</b>	0	0	0
<b>Ultrasonographer</b>	0	0	0
<b>Medical Tech (Lab Tech)</b>	4.2	0	4.2
<b>Other (Leader)</b>	1.0	0	1.0
<b>Other (Security)</b>	2.1	0	2.1
<b>Other (Patient Access)</b>	4.2	0	4.2

**Contracted and Employed Staff**

<b>Position Type</b>	<b>Hours Available</b>	<b>On-Site</b>	<b>Contracted or In-House</b>
Laboratory	24/7/365	yes	Pathologist contracted; other staff employed
X Ray	24/7/365	yes	Radiologist contracted; other staff employed
CT Scanner	24/7/365	yes	Radiologist contracted; other staff employed
Ultrasound	24/7/365	yes	Radiologist contracted; other staff employed
Pharmacy	24/7/365	yes	Pharmacist contracted; other staff employed
Respiratory	24/7/365	yes	Physician contracted; other staff employed
Other*		yes	Employed

*\*Please see Table 14 for employed staff.*

All emergency physicians and nurses will be part of SRMC's single, organized medical and nursing staff, governed by the same by-laws. The applicant is experienced and successful in recruiting, hiring, training, supervising, retaining, and assessing competencies of ED staff.

All FSED staff will be additional staff and will be recruited. Highpoint Health with Ascension Saint Thomas has well-established relationships with area schools with training programs for these jobs. Highpoint Health with Ascension Saint Thomas partners with Union University, Vol State Community College, Cumberland University, and other area schools to offer on-site clinical rotations, internship programs, and nurse extern programs.

Highpoint Health – Lebanon FSED physicians will be board-certified and board-eligible emergency care physicians and will belong to the medical staff of SRMC. Other staff, such as pathologists and radiologists, will have the appropriate licensures and certifications and will be members of SRMC's medical and professional staff. The proposed FSED's nurses and techs will be employed, as will staff for security, patient registration, respiratory therapy, and management. The facility will be staffed 24/7/365.

## B. Non-Rural Staffing Requirements

☒ The proposed service area is non-rural. If this box is checked the applicant must provide the information below.

☐ The proposed service area is rural.

**The applicant shall outline planned staffing patterns including the number and type of physicians and nurses. Each FSED is required to be staffed by at least one physician and at least one registered nurse at all times (24/7/365). Physicians staffing the FSED should be board certified or board eligible emergency physicians. If significant barriers exist that limit the applicant's ability to recruit a board certified or board eligible emergency physician, the applicant shall document these barriers for the HSDA to take into consideration. Applicants are encouraged to staff the FSED with registered nurses certified in emergency nursing care and/or advanced cardiac life support. The medical staff of the FSED shall be part of the hospital's single organized medical staff, governed by the same bylaws. The nursing staff of the FSED shall be part of the hospital's single organized nursing staff. The nursing services provided shall comply with the hospital's standards of care and written policies and procedures.**

### RESPONSE:

The project will be staffed with 24.1 FTEs. The facility will be staffed onsite by Board-Certified or Board-eligible emergency physicians and at least one Registered Nurse at all times (24/7/365). All physicians will be members of the host hospital's medical staff. Whenever possible, the applicant will recruit registered nurses certified in emergency nursing care and/or advanced cardiac life support. All nursing services will be provided in compliance with the host hospital's standards of care and written policies and procedures.

## C. Rural Staffing Requirements

☐ The proposed service area is rural. If this box is checked the applicant must provide the information below.

☒ The proposed service area is non-rural.

**The applicant shall outline planned staffing patterns including the number and type of physicians. FSEDs proposed to be located in rural areas are required to be staffed in accordance with the Code of Federal Regulations Title 42, Chapter IV, Subchapter G, Part 485, Subpart F – Conditions of Participation: Critical Access Hospitals (CAHs). This standard requires a physician, nurse practitioner, clinical nurse specialist, or physician assistant be available at all times the CAH operates. The standard additionally requires a registered nurse, clinical nurse specialist, or licensed practical nurse to be on**

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

**RESPONSE:**

Not applicable.

## **15. Medical Records**

The medical records of the FSED will be integrated into a unified retrieval system with the host hospital.

**RESPONSE:**

Medical records integration is already in place between SRMC and its Sumner Station FSED. Medical records at the proposed FSED will be fully integrated into SRMC's medical records system.

## **16. Stabilization and Transfer Availability for Emergent Cases**

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

**RESPONSE:**

The applicant has always provided appropriate and effective patient stabilization and transfer at its Sumner Station FSED, in full compliance with EMTALA rules. The proposed FSED will do the same.

## **17. Education and Signage**

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

**RESPONSE:**

During project implementation, the applicant will meet with EMS, community organizations, and elected officials to educate them about the capabilities, limitations, and operating hours of the proposed FSED, and its protocols for transfer of stabilized patients to hospitals of their choice if they need higher levels of care.

The applicant will meet with the Wilson County Emergency Management Agency and regional providers to educate first responders on the FSED's services, transfer protocols, and rapid transport processes for patients needing inpatient care. Public education materials will inform the community that the FSED provides 24/7 emergency care without appointments but does not offer inpatient services. Patients needing higher levels of care will be stabilized and transferred to appropriate hospitals. The facility name, signage, and all communications will clearly identify it as an FSED. Educational materials will also promote proper use of less expensive urgent and primary care services.

**18. Community Linkage Plan**

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

**RESPONSE:**

After CON approval, the applicant will implement an organized community education plan for the general public, physicians, EMS agencies, large employers, local elected officials, behavioral health organizations, and urgent care centers. It will cover the outpatient nature of the FSED and its capability to provide emergency care without physician appointments and transfer patients when higher levels of care are needed after stabilization. It will also cover clinically appropriate use of less expensive urgent care and primary care. All signage and internet content will clearly inform the public of the FSED's capabilities and limitations. The applicant has already developed these materials for its Sumner Station FSED.

**19. Data Requirements**

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

**RESPONSE:**

The applicant agrees to this.

## **20. Quality Control and Monitoring**

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

With the proposed FSED, Highpoint Health and Ascension Saint Thomas will expand access to high-quality emergency care and services in Middle Tennessee. The proposed FSED will benefit from the system's long history of providing high-quality services.

The proposed FSED will operate under the SRMC license. SRMC is a Joint Commission-accredited hospital and a Level III trauma center that has earned the American College of Cardiology's Chest Pain Center accreditation and the highest designation from the American Heart Association's Get With the Guidelines. It has earned advanced specialty certifications in stroke and perinatal care from The Joint Commission.

Ascension Saint Thomas has two tertiary hospitals in Nashville that are recognized as leaders in quality and safety. Ascension Saint Thomas Hospital has been named one of the top 100 hospitals in the US, a US News & World Report's 2023–2024 Best Regional Hospital, and a Becker's Top 100 Cardiac Hospital. It has been recognized as an Advanced Primary and Comprehensive Stroke Center, a Safe Sleep Gold designation, a Baby-Friendly designation, and a Blue Distinction Center for Total Hip Surgery. It is also in the Commission on Cancer's Integrated Network Cancer Program. Ascension Saint Thomas's tertiary facilities in Nashville are available to patients presenting at the FSED who need a higher level of care.

SRMC's FSED at Sumner Station in Gallatin meets or exceeds standards for responsive service, high-quality, around-the-clock staffing, and coordination with hospitals for transfers to higher levels of care. Sumner Station ED visits grew 42% from 9,285 visits in 2019 to 13,161 visits in 2023, per the Tennessee Joint Annual Reports. Sumner Station FSED's volume and performance metrics show the applicant's ability to provide efficient and high-quality emergency care in an FSED care model. SRMC's ability to operate exceptionally a high-quality FSED like Sumner Station is shown by:

- Patient satisfaction ratings that are among the highest in the area
- Only 0.6% left without treatment (LWOT), the lowest percentage in the region
- It is the only system in the region staffed around the clock with board-certified, emergency-trained physicians
- Onsite CT and MRI imaging accredited by the American College of Radiology (ACR)
- Certified by the American College of Cardiology for FSED Cardiac Care

The proposed FSED will be integrated into SRMC's Continuous Quality Improvement Plan. The plan's goals include providing a safe environment for patients, visitors, and associates, developing a culture for continual improvement for all, engaging all caregivers, and ensuring optimal outcomes for patients. The plan uses the "Plan, Do, Check, Act" process for continuous quality improvement. Reporting on progress on goals and plan oversight is done through meetings and data reviews by the Medical Staff Quality Committee, the Patient Safety Clinical Quality Committee, the Chest Pain Committee, the Emergency Department Committee, and others. The proposed FSED will obtain outcome and process data from medical record reporting and review, core measure abstraction analysis, chart reviews, regulatory compliance, and outcome measures.

SRMC's quality improvement process has had success in operating an FSED at or above industry standards. Its integration with Ascension Saint Thomas's award-winning regional system will help the proposed FSED maintain the highest levels of clinical quality, safety, and patient outcomes.

## **21. Provider-Based Status**

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

### **RESPONSE:**

As part of Sumner Regional's existing ED, the proposed FSED will have provider-based status, making it eligible to receive payment from CMS. It will provide care for all arriving emergency patients, including uninsured patients. It will be an in-network facility with SRMC's commercial insurance plans.

## **22. Licensure and Quality Considerations**

**Any applicant for this CON service category shall be in compliance with the appropriate rules of the TDH, the EMTALA, along with any other existing applicable federal guidance and regulation. The applicant shall also demonstrate its accreditation status with the Joint Commission or other applicable accrediting agency. The FSED shall be subject to the same accrediting standards as the licensed hospital with which it is associated. Applicants should address the applicable quality measures found in the HSDA Agency Rules.**

### **RESPONSE:**

SRMC is accredited by the Joint Commission. Its accreditation is documented in Attachment 3Q. Like Sumner Station in Gallatin, the proposed FSED will be covered by the hospital's accreditation.



# **LETTER OF INTENT**



**State of Tennessee  
Health Facilities Commission**

502 Deaderick Street, Andrew Jackson Building, 9<sup>th</sup> Floor, Nashville, TN 37243

[www.tn.gov/hsda](http://www.tn.gov/hsda)

Phone: 615-741-2364

[hsda.staff@tn.gov](mailto:hsda.staff@tn.gov)

## LETTER OF INTENT

The Publication of Intent is to be published in The Tennessean which is a newspaper of general circulation in Wilson County, Tennessee, on or before 06/16/2025 for one day.

This is to provide official notice to the Health Facilities Commission and all interested parties, in accordance with T.C.A. §68-11-1601 et seq., and the Rules of the Health Facilities Commission, that Sumner Regional Medical Center, a/an Hospital owned by Sumner Regional Medical Center, LLC with an ownership type of Limited Liability Company and to be managed by itself intends to file an application for a Certificate of Need for the establishment of a freestanding emergency department operated by Sumner Regional Medical Center.. The address of the project will be 3320 Highway 109 N (Parcel ID 095-055-04601-000-2025), Lebanon, Wilson County, Tennessee, 37087. The estimated project cost will be \$21,583,185.

The anticipated date of filing the application is 07/01/2025

The contact person for this project is Ms. Darcy Schaeffer who may be reached at Research & Planning Consultants - 6300 La Calma Drive, Suite 170, Austin, Texas, 78752 – Contact No. 512-371-8011.

Darcy Schaeffer

06/16/2025

[dschaeffer@rpcconsulting.com](mailto:dschaeffer@rpcconsulting.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 next business day. 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 healthcare institution wishing to oppose a Certificate of Need application must file a written notice with the Health Facilities Commission no later than fifteen (15) days before the regularly scheduled Health Facilities Commission meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application may file a written objection with the Health Facilities Commission at or prior to the consideration of the application by the Commission, or may appear in person to express opposition. Written notice of opposition may be sent to: Health Facilities Commission, Andrew Jackson Building, 9th Floor, 502 Deaderick Street, Nashville, TN 37243 or email at [hsda.staff@tn.gov](mailto:hsda.staff@tn.gov).

HF 51 (Revised 6/1/2023)

RDA 1651



**State of Tennessee  
Health Facilities Commission**

502 Deaderick Street, Andrew Jackson Building, 9<sup>th</sup> Floor, Nashville, TN 37243

[www.tn.gov/hsda](http://www.tn.gov/hsda)

Phone: 615-741-2364

[hsda.staff@tn.gov](mailto:hsda.staff@tn.gov)

## **PUBLICATION OF INTENT**

**The following shall be published in the “Legal Notices” section of the newspaper in a space no smaller than two (2) columns by two (2) inches.**

### **NOTIFICATION OF INTENT TO APPLY FOR A CERTIFICATE OF NEED**

This is to provide official notice to the Health Facilities Commission and all interested parties, in accordance with T.C.A. §68-11-1601 et seq., and the Rules of the Health Facilities Commission, that Sumner Regional Medical Center, a/an Hospital owned by Sumner Regional Medical Center, LLC with an ownership type of Limited Liability Company and to be managed by itself intends to file an application for a Certificate of Need for the establishment of a freestanding emergency department operated by Sumner Regional Medical Center.. The address of the project will be 3320 Highway 109 N (Parcel ID 095-055-04601-000-2025), Lebanon, Wilson County, Tennessee, 37087. The estimated project cost will be \$21,583,185.

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# **ORIGINAL** **APPLICATION**



**State of Tennessee  
Health Facilities Commission**

502 Deaderick Street, Andrew Jackson Building, 9<sup>th</sup> Floor, Nashville, TN 37243

[www.tn.gov/hsda](http://www.tn.gov/hsda)

Phone: 615-741-2364

[hsda.staff@tn.gov](mailto:hsda.staff@tn.gov)

## CERTIFICATE OF NEED APPLICATION

### 1A. Name of Facility, Agency, or Institution

Sumner Regional Medical Center

**Name**

3320 Highway 109 N (Parcel ID 095-055-04601-000-2025)

Wilson County

**Street or Route**

**County**

Lebanon

Tennessee

37087

**City**

**State**

**Zip**

<https://www.highpointhealthsystem.com/sumner>

**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

Darcy Schaeffer

Ms.

**Name**

**Title**

Research and Planning Consultants

[dschaeffer@rpcconsulting.com](mailto:dschaeffer@rpcconsulting.com)

**Company Name**

**Email Address**

6300 La Calma Drive, Suite 170

**Street or Route**

Austin

Texas

78752

**City**

**State**

**Zip**

Consultant

512-371-8011

**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:** 06/16/25

**Date LOI was Published:** 06/16/25

**RESPONSE:** Attachment 3A includes a copy of the publication of intent and the notification of intent. The applicant has requested a publication affidavit from The Tennessean but has not yet received it.

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

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

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

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

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

Other -

Freestanding Emergency Department

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Hospital -

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

Sumner Regional Medical Center, LLC

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**Name**

555 Hartsville Pike

615-328-6089

**Street or Route****Phone Number**

Gallatin

Tennessee

37066

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

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

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

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

**RESPONSE:** The organization chart is in Attachment 7A. The applicant is Sumner Regional Medical Center, LLC, a limited liability company doing business as Highpoint Health – Sumner with Ascension Saint Thomas (formerly known as Sumner Region Medical Center and referred to as SRMC for brevity). The applicant is owned by Highpoint Healthcare, LLC, a joint venture with 20 percent ownership held by Baptist Healthcare Affiliates, Inc. (a subsidiary of Saint Thomas Health), and 80 percent ownership held by Highpoint Partner, LLC. Highpoint Partner, LLC and Highpoint Healthcare, LLC are indirect subsidiaries of Lifepoint Health, Inc. Highpoint Healthcare, LLC owns four Middle Tennessee acute care facilities: the applicant (a hospital in Gallatin), Highpoint Health – Sumner Station with Ascension Saint Thomas (a freestanding emergency department (FSED)) in Gallatin operating under the Sumner Regional Medical Center, LLC license, Highpoint Health – Riverview with Ascension Saint Thomas (a hospital in Carthage), and Highpoint Health – Trousdale with Ascension Saint Thomas (a hospital in Hartsville).

**8A. Name of Management/Operating Entity** (*If Applicable*)**Name****Street or Route****County****City****State****Zip**



## Website Address

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

## 9A. Legal Interest in the Site

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

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

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

Purchase and Sale Agreement

**RESPONSE:** The applicant has entered into a purchase and sale agreement for land located at 3320 Tennessee Highway 109 in Lebanon, Tennessee, for the proposed FSED. See Attachment 9A.

## 10A. Floor Plan

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

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

**RESPONSE:** The Highpoint Health– Lebanon FSED will be a single-story facility. Its floor plan is in Attachment 10A. All spaces are clearly labeled. The FSED will have six finished treatment rooms (including one for trauma and one for behavioral health) and two shelled-in rooms for future use. Separate canopied entrances will be provided to separate ambulance arrivals from walk-in patients arriving in private vehicles.

## 11A. Public Transportation Route

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

**RESPONSE:** Please see Attachment 11A.

## 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:** See Attachment 12A for the plot plan. The proposed site is located at 3320 Tennessee Highway 109, Lebanon, TN 37090. The property is located near the intersection of Hwy-109 and US-70, approximately 3 miles north of Interstate 40. Situated along a major thoroughfare, the site offers excellent visibility and direct access to Hwy-109. When complete, Highpoint Health – Lebanon FSED will be a satellite FSED operating under the Highpoint Health – Sumner with Ascension Saint Thomas license (referred to as SRMC for brevity). The site is approximately 12 miles south of SRMC. Attachment 12A also includes a map showing the driving distance from the proposed site to SRMC.

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### 13A. Notification Requirements

- TCA §68-11-1607(c)(9)(B) states that “... If an application involves a healthcare facility in which a county or municipality is the lessor of the facility or real property on which it sits, then within ten (10) days of filing the application, the applicant shall notify the chief executive officer of the county or municipality of the filing, by certified mail, return receipt requested.” Failure to provide the notifications described above within the required statutory timeframe will result in the voiding of the CON application.
  - ☐ Notification Attached (Provide signed USPS green-certified mail receipt card for each official notified.)
  - ☐ Notification in process, attached at a later date
  - ☐ Notification not in process, contact HFC Staff
  - ☒ Not Applicable
- TCA §68-11-1607(c)(9)(A) states that “... Within ten (10) days of the filing of an application for a nonresidential substitution based treatment center for opiate addiction with the agency, the applicant shall send a notice to the county mayor of the county in which the facility is proposed to be located, the state representative and senator representing the house district and senate district in which the facility is proposed to be located, and to the mayor of the municipality, if the facility is proposed to be located within the corporate boundaries of the municipality, by certified mail, return receipt requested, informing such officials that an application for a nonresidential substitution based treatment center for opiate addiction has been filed with the agency by the applicant.
  - ☐ Notification Attached (Provide signed USPS green-certified mail receipt card for each official notified.)
  - ☐ Notification in process, attached at a later date
  - ☐ Notification not in process, contact HFC Staff
  - ☐ Not Applicable

## **EXECUTIVE SUMMARY**

### **1E. Overview**

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

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

**RESPONSE:**

SRMC is seeking approval to build a freestanding emergency department (“FSED”) named Highpoint Health – Lebanon ED with Ascension Saint Thomas (“Highpoint Health– Lebanon FSED” for brevity). It will be located at 3320 Tennessee Highway 109, Lebanon, TN. In addition to spaces for x-ray, CT scanning, and a laboratory, the FSED will open with six treatment rooms and will have two shelled-in treatment rooms for adding treatment capacity when needed. The proposed FSED will be a satellite of SRMC. The FSED site is approximately 12 miles south of SRMC.

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- Ownership structure

**RESPONSE:** The applicant is Sumner Regional Medical Center, LLC, a limited liability company. The applicant is owned by Highpoint Healthcare, LLC, a joint venture with 20 percent ownership held by Baptist Health Care Affiliates, Inc. (a subsidiary of Saint Thomas Health), and 80 percent ownership held by Highpoint Partner, LLC, an indirect subsidiary of Lifepoint Health, Inc. Sumner Regional Medical Center (the hospital) is a 167-bed acute care facility in Gallatin, and a member of Lifepoint Health. Lifepoint Health joint ventures specialty projects with dozens of well-known centers of excellence in Tennessee and nationally. Highpoint Health – Sumner with Ascension Saint Thomas (formerly Sumner Regional Medical Center) will be the host hospital for its proposed FSED in Lebanon.

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- Service Area

**RESPONSE:** The Highpoint Health – Lebanon FSED service area consists of the home zip code for the project site (37087 – Lebanon) and two contiguous zip codes: 37090 (Southern Lebanon) and 37122 (Mt. Juliet).

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- Existing similar service providers

**RESPONSE:** There are two emergency departments in the service area—Vanderbilt Wilson County Hospital and TriStar Mt. Juliet FSED.

---

- Project Cost

**RESPONSE:** The estimated project cost is \$21,583,185.

---

- Staffing

**RESPONSE:** The Highpoint Health – Lebanon FSED will treat patients 24/7 as a branch of the Emergency Department (ED) of its host hospital, SRMC in Gallatin. It will provide all six levels of emergency room (ER) care, including trauma care, and will treat both pediatric and adult patients. All of its medical staff will be board-certified and board-eligible emergency care physicians and will belong to the medical staff of SRMC. Highpoint Health – Lebanon FSED’s clinical staff will be trained and experienced in emergency care.

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## 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:** Wilson County is experiencing exceptional growth, with the City of Lebanon ranked among the fastest-growing cities in the US. The service area will add over 15,000 residents in five years, including a 26% increase in seniors. As Nashville continues to expand, Wilson County will experience growth in the need for high-quality inpatient services. Existing EDs in Wilson County are already operating above American College of Emergency Physicians (ACEP) high-range benchmarks. The proposed Highpoint Health – Lebanon FSED addresses this capacity gap, offering additional ED treatment rooms, including one for behavioral health. Its strategic placement on Hwy-109 and US-70 improves access for high-growth areas of Lebanon, Mt. Juliet, and other areas of Wilson County.

---

- Quality Standards

**RESPONSE:** The applicant, a joint venture between Highpoint Health and Ascension Saint Thomas, has a proven record of delivering high-quality care. SRMC, the host hospital, is Joint Commission-accredited and a Level III trauma center with accreditations in stroke, cardiac, and perinatal care. Its Sumner Station FSED consistently exceeds industry benchmarks as demonstrated by high patient satisfaction, 0.6% Left Without Treatment rate, and 24/7 board-certified ER-trained physician staffing. The new Lebanon FSED will follow the same model, be governed under SRMC's Continuous Quality Improvement Plan, and benefit from Ascension's tertiary network in Nashville, including award-winning hospitals with national designations in cardiac and stroke care.

---

- Consumer Advantage

- Choice

**RESPONSE:** The project introduces a third health system to Wilson County, expanding patient choice beyond TriStar and Vanderbilt. It will provide new in-network options, especially for BlueCare Plan S patients, adding access points for over 8,000 insured residents currently underserved.

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

**RESPONSE:** Located along two major commuter corridors, the Lebanon FSED will alleviate travel burdens and delays, improve response times, and provide a closer option for portions of the service area. It will also relieve overcrowding at existing EDs, improve care for elderly and high-acuity patients, and provide telehealth-enabled specialty services on-site in a rapidly growing community with expanding emergency medical needs.

---

- Affordability

**RESPONSE:** Highpoint Health – Lebanon FSED will operate under Ascension Saint Thomas's faith-based charity care policies and accept all BlueCross plans, just as the applicant's existing ED at Sumner Station does, improving financial access for low-income and insured populations alike.

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## 3E. Consent Calendar Justification

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



## Consent Calendar NOT Requested

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

**4E. PROJECT COST CHART****A. Construction and equipment acquired by purchase:**

1. Architectural and Engineering Fees	\$1,398,125
2. Legal, Administrative (Excluding CON Filing Fee), Consultant Fees	\$75,000
3. Acquisition of Site	\$1,800,000
4. Preparation of Site	\$1,500,000
5. Total Construction Costs	\$9,443,500
6. Contingency Fund	\$1,245,000
7. Fixed Equipment (Not included in Construction Contract)	\$2,491,500
8. Moveable Equipment (List all equipment over \$50,000 as separate attachments)	\$2,181,269
9. Other (Specify): <u>Telecom, IT, Furnishings, etc.</u>	\$651,981

**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): <u>Capitalized Interest</u>	\$751,810

D. Estimated Project Cost (A+B+C)	\$21,538,185
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E. CON Filing Fee	\$45,000
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F. Total Estimated Project Cost (D+E)	\$21,583,185
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**TOTAL**

## 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:**

See Attachment 1N for responses to the State Health Plans' criteria and standards for Freestanding Emergency Departments.

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

#### **RESPONSE:**

The Highpoint Health – Lebanon FSED service area consists of the home zip code for the project site (37087 – Lebanon) and two contiguous zip codes within Wilson County: 37090 (Southern Lebanon) and 37122 (Mt. Juliet). Attachment 2N includes a map showing the zip code and county boundaries and emergency departments in the service area.

Attachment 2N also includes the required county-level map designating Wilson County which contains the three service area zip codes, except for a small part that extends minimally past the county line to the east.

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

### HISTORICAL UTILIZATION

Unit Type: <input type="checkbox"/> Procedures <input type="checkbox"/> Cases <input type="checkbox"/> Patients <input checked="" type="checkbox"/> Other <u>ED Visits</u>		
Service Area Counties	Historical Utilization Most Recent Year (Year = 2024)	% of Total
Trousdale	1,000	2.37%
Wilson	491	1.16%
Wilson	48	0.11%
Sumner	2,441	5.78%
Wilson	78	0.18%
Sumner	3,113	7.37%
Sumner	1,585	3.75%
Sumner	604	1.43%
Other not primary/secondary county	3,931	9.31%
Sumner	1,251	2.96%
Sumner	22,941	54.33%
Sumner	3,345	7.92%
Macon	1,397	3.31%
Total	42,225	100%

### PROJECTED UTILIZATION

Unit Type: <input type="checkbox"/> Procedures <input type="checkbox"/> Cases <input type="checkbox"/> Patients <input checked="" type="checkbox"/> Other <u>ED Visits</u>		
Service Area Counties	Projected Utilization Recent Year 1 (Year = 2027)	% of Total
Wilson	2,898	34.65%
Wilson	1,088	13.01%
Wilson	3,981	47.60%
Other not primary/secondary county	397	4.75%
Total	8,364	100%



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

**RESPONSE:**

The proposed FSED will serve all patients who arrive at the facility, regardless of age, patient origin, insurer, ability to pay or diagnosis. Any patients who require services which the proposed FSED is not equipped to provide will be transferred to the most appropriate hospital or facility of the patient's choosing.

The primary service area consists of zip codes 37087, 37090, and 37122. The applicant expects approximately 95% of its patients will come from the three service area zip codes. This area has a rapidly growing population. These three zip codes are home to 116,748 adult residents. The service area is growing rapidly, and will be home to over 132,000 adult residents by 2029 (over 13% growth from 2024). The service area is also experiencing rapid growth among its residents 65 and older. This demographic group is expected to grow 26% from 2024 to 2029.

The City of Lebanon, where the proposed FSED is located, was the twelfth fastest-growing city in the US between 2022 and 2023, growing by 8.9% in just one year.

*Sources/Citations:*

[1] From 2024 to 2029, Tennessee's total population is projected to grow by 4%, while Wilson County's will rise by 11% (18,145 new residents) and the City of Lebanon's will increase by 18% (8,451 new residents).[2]

[1] "Top Fastest-Growing Cities," US Census Bureau, May 16, 2024,  
<https://www.census.gov/library/visualizations/2024/comm/fastest-growing-cities.html>.

[2] Esri, 2024 & 2029 Demographic Estimates, based on US Census and Esri demographic modeling.

Please also see Attachment 3NR.

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

**RESPONSE:**

See Attachment 3NR.

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

**RESPONSE:**

The proposed FSED will be accessible to all these groups. It will provide care to all arriving patients regardless of their insurance coverage or ability to pay. The FSED will operate under the license of SRMC, which contracts with TennCare Managed Care Organizations (MCOs): UnitedHealthcare (UHC), BlueCross BlueCare, Select, and Wellpoint. BlueCross CoverKids and UHC CoverKids are part of the BlueCare and UHC plans.

- 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:**

There are two emergency departments in the service area: a full-service hospital located in Lebanon (Vanderbilt Wilson County) and an FSED located in Mt. Juliet (TriStar Mt. Juliet FSED). The table below presents ED utilization data for each facility over the past three years. As discussed elsewhere in this application, the two existing EDs in the service area have seen high growth in recent years and are both highly utilized. A formal request for Hospital Discharge Data System (HDDS) data has been submitted to the state; however, the requested data has not yet been provided. In the interim, Joint Annual Report (JAR) data has been utilized to provide this analysis.

ZIP Code/County	Facility	2021 ED Visits	2022 ED Visits	2023 ED Visits	% Change
37087 (Wilson)	Vanderbilt Wilson County Hospital	23,565	29,249	31,579	34%
37122 (Wilson)	TriStar Mt. Juliet FSED	15,159	19,008	20,683	36%
<b>TOTAL</b>		<b>38,724</b>	<b>48,257</b>	<b>52,262</b>	<b>35%</b>

*Source: Joint Annual Reports (JARs)*

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

**RESPONSE:**

The first table below shows visits for the nine zip codes accounting for the most volume at SRMC, as well as the three service area zip codes. The table relies on data from the Tennessee Hospital Association.

The second table below shows the projected utilization by patient zip code for the proposed FSED's first two years of operations.

**Historical Utilization at Host Hospital**

ZIP Code/County	Facility	2022 ED Visits	2023 ED Visits	2024 ED Visits	% Change
37066 - Gallatin, TN	SRMC	21,807	21,665	22,941	5.2%
37075 - Hendersonville, TN	SRMC	2,833	3,140	3,345	18.1%
37148 - Portland, TN	SRMC	2,779	2,848	3,113	12.0%
37186 - Westmoreland, TN	SRMC	2,252	2,430	2,441	8.4%
37022 - Bethpage, TN	SRMC	1,540	1,550	1,585	2.9%
37083 - Lafayette, TN	SRMC	1,306	1,388	1,397	7.0%
37031 - Castalian Springs, TN	SRMC	1,213	1,206	1,251	3.1%
37074 - Hartsville, TN	SRMC	1,022	958	1,000	-2.2%
37048 - <del>Cottontown</del> , TN	SRMC	521	537	604	15.9%
37087 - Lebanon, TN	SRMC	438	491	491	12.1%
37122 - Mount Juliet, TN	SRMC	86	93	78	-9.3%
37090 - Lebanon, TN	SRMC	53	52	48	-9.4%
Other Areas	SRMC	3,486	3,591	3,931	12.8%
<b>TOTAL</b>	SRMC	39,336	39,949	42,225	7.3%

**Item 6N - Applicant Projected Utilization (Year 1 and Year 2)**

ZIP Code/County	Facility	2027 ED Visits	2028 ED Visits	% Change
37087	Highpoint Health - Lebanon FSED	3,981	4,279	7.5%
37122	Highpoint Health - Lebanon FSED	2,898	3,114	7.5%
37090	Highpoint Health - Lebanon FSED	1,088	1,169	7.4%
Service Area Subtotal	Highpoint Health - Lebanon FSED	7,967	8,562	7.5%
Visits <u>from</u> Outside Service Area	Highpoint Health - Lebanon FSED	397	426	7.3%
Total ED Visits	Highpoint Health - Lebanon FSED	8,364	8,988	7.5%

**Methodology Used to Project Utilization**

The projected ED visits at Highpoint Health – Sumner FSED are based on the historical growth of ED visits at Wilson County ED facilities, and a modest market share. The sections below outline the steps used to project ED visits at Highpoint Health – Sumner FSED in the first two years of operations.

**Step 1**

The first step in projecting future ED visits at Wilson County EDs was to calculate the historical growth in ED visits. The table shows the number of ED visits from 2018-2023 at the two existing EDs—TriStar Mt. Juliet FSED and Vanderbilt Wilson County Hospital. As the table shows, the two area EDs have been experiencing rapid growth, with the compound annual growth rate (CAGR) for the two facilities combine at nearly 10% for the period.

### Growth at Wilson County EDs, 2018-2023



Provider	2018	2019	2020	2021	2022	2023	Growth 2019- 2023	CAGR 2019- 2023
Mt. Juliet FSED	512	11,120	11,328	15,159	19,008	20,683	86%	16.8%
Vanderbilt Wilson County Hospital	25,279	24,641	25,330	23,565	29,249	31,579	28%	6.4%
Total	25,791	35,761	36,658	38,724	48,257	52,262	46%	9.9%

Source: Joint Annual Reports

### Step 2

To provide a conservative projection of ED volume at area hospitals in future years, the applicant reduced the historical CAGR by 25% to project ED visits from 2024-2028 (project year 2). The table below shows the total ED visits in the market using a 7.5% CAGR.

	2024	2025	2026	2027	2028
Total ED Visits to Wilson County Providers	56,162	60,353	64,857	69,697	74,898

Source: Step 1

### Step 3

To project ED visits at Highpoint Health – Lebanon FSED, the applicant adopted a market share of 12% for its first two years of operations. This is a conservative assumption, given the market share TriStar Mt. Juliet FSED achieved in its first two full years of operations. As shown in the table below, TriStar Mt. Juliet FSED, which opened in late 2018, achieved a 31% market share in its first and second years of operations.

### Market Share of ED Visits at Wilson County Facilities, 2018-2023

	2018	2019	2020	2021	2022	2023
Mt Juliet FSED	2%	31%	31%	39%	39%	40%
Vanderbilt Wilson County Hospital	98%	69%	69%	61%	61%	60%

Source: Step 1/Joint Annual Reports

The table below shows the projected visits at Highpoint Health – Lebanon FSED using a 12% market share in years one and two. For ease of reference, the table provides the total market visits calculated in Step 2. As shown in the table, the

proposed FSED projects 8,364 visits in its first year and 8,988 visits in its second year. This is a conservative projection, as it assumes a smaller market share and fewer visits than TriStar Mt. Juliet achieved in its first two years of operations. It is also conservative given the rapid historical growth of ED visits in the service area.

	2024	2025	2026	2027	2028
<b>Total Visits <u>at</u> Wilson County EDs</b>	56,162	60,353	64,857	69,697	74,898
Highpoint Market Share	-	-	-	12%	12%
Highpoint Health -Lebanon Visits	-	-	-	8,364	8,988

*Source: Step 2*

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

**RESPONSE:**

The applicant LLC and SRMC have one outstanding unimplemented Certificate of Need (CON) for an FSED in White House, Tennessee, shown in the table below. The project ID for that is CN2407-019

Ascension's affiliated entities have the Tennessee CON projects listed below:

Saint Thomas Rutherford Satellite Hospital CN2004-007

Final Project Report submitted in January 2024. Year 1 Annual Quality Measure Report submitted 03/04/2024.

Saint Thomas Rutherford Hospital Open Heart Surgery CN2103-009

Final Project Report due in August 2025.

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CON Number	Project Name	Date Approved	Expiration Date
CN2407-019	Sumner REgional Medical Center White House FSED	10/23/2024	12/1/2027

**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:** Please see the list of transfer agreements in Attachment 1C.

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

- ☒ Aetna Health Insurance Company
- ☒ Ambetter of Tennessee Ambetter
- ☒ Blue Cross Blue Shield of Tennessee
- ☒ Blue Cross Blue Shield of Tennessee Network S
- ☒ Blue Cross Blue Shiled of Tennessee Network P
- ☒

BlueAdvantage

- ☐ Bright HealthCare
- ☒ Cigna PPO
- ☒ Cigna Local Plus
- ☐ Cigna HMO - Nashville Network
- ☐ Cigna HMO - Tennessee Select
- ☐ Cigna HMO - Nashville HMO
- ☐ Cigna HMO - Tennessee POS
- ☐ Cigna HMO - Tennessee Network
- ☒ Golden Rule Insurance Company
- ☒ HealthSpring Life and Health Insurance Company, Inc.
- ☒ Humana Health Plan, Inc.
- ☒ Humana Insurance Company
- ☒ John Hancock Life & Health Insurance Company
- ☒ Omaha Health Insurance Company
- ☒ Omaha Supplemental Insurance Company
- ☒ State Farm Health Insurance Company
- ☒ United Healthcare UHC
- ☐ UnitedHealthcare Community Plan East Tennessee
- ☒ UnitedHealthcare Community Plan Middle Tennessee
- ☐ UnitedHealthcare Community Plan West Tennessee
- ☒ WellCare Health Insurance of Tennessee, Inc.
- ☒ Others

**RESPONSE:** Please see Attachment 2C for all current insurance plans.

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

**RESPONSE:**

The proposed Highpoint Health – Lebanon FSED will enhance competition in Wilson County by introducing an additional provider option to an already capacity-strained market currently served by Vanderbilt Wilson County Hospital and TriStar Mt. Juliet FSED. Both existing providers are currently operating above ACEP high-range capacity benchmarks, which will be further exacerbated by sustained population growth and growing emergency demand in the area.

The proposed FSED will not result in unnecessary duplication but will address documented unmet needs by providing timely access to emergency services, improving patient distribution across facilities, and relieving pressure on existing EDs. As Wilson County continues to experience significant residential and commuter growth, particularly in the service area, the addition of this FSED will strengthen the local healthcare system's ability to meet both current and future demands.

From a consumer perspective, the project expands patient choice by offering care through a third health system partnership between Highpoint Health and Ascension Saint Thomas. This joint venture broadens access for commercially insured, Medicare, Medicaid, and particularly BlueCare Plan S patients, who will benefit from an additional in-network option that is currently unavailable at TriStar Mt. Juliet FSED. The introduction of new payer access points fosters competitive balance and helps mitigate rising out-of-pocket expenses for consumers.



Highpoint Health’s mission is “Making communities healthier®.” Recognizing that patients have choices in where to receive care, the applicant will maintain high standards of quality and service. The applicant’s track record, as demonstrated by its existing Sumner Station FSED, reflects its ability to deliver high-quality, patient-centered emergency care with superior patient satisfaction, rapid service delivery, and excellent clinical outcomes. The proposed Highpoint Health – Lebanon FSED will follow the same successful operational model, supported by the robust clinical oversight and quality infrastructure of Ascension Saint Thomas’ award-winning tertiary care system.

The project directly aligns with Highpoint Health’s mission of “Making Communities Healthier®” by improving geographic access, enhancing consumer choice, introducing price competition, and ensuring Wilson County residents have timely access to high-quality emergency care as their communities grow.

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

**RESPONSE:**

The proposed Highpoint Health – Lebanon FSED will operate under the host hospital’s State license, Centers for Medicare & Medicaid Services (CMS) certification, and Joint Commission accreditation. It will meet or exceed licensing and accreditation requirements for 24-hour onsite physician and nurse coverage and for appropriate diagnostic equipment onsite. Its physician staff will be members of the host hospital’s organized medical staff. All applicable regulations of the hospital will also apply to the proposed FSED in Lebanon, which will be a satellite of the hospital’s ED, as is the existing Sumner Station FSED and the approved White House FSED. The applicant has long and successful experience in recruiting, training, and retaining clinical leadership and staffing of its emergency services at a satellite location.

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- 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 FSED will be operated as a satellite emergency department under its host hospital’s license and accreditation. All licensing, certification, and accreditation regulations applicable to the hospital’s campus-based emergency service will also apply to the proposed FSED in Lebanon.

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**HISTORICAL DATA CHART**

- ☒ Total Facility  
☐ Project Only

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

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
	<u>2022</u>	<u>2023</u>	<u>2024</u>
A. Utilization Data			
Specify Unit of Measure <u>Other : ER Visits</u>	<u>39390</u>	<u>39987</u>	<u>42249</u>
B. Revenue from Services to Patients			
1. Inpatient Services	<u>\$350,216,660.00</u>	<u>\$408,795,327.00</u>	<u>\$529,708,462.00</u>
2. Outpatient Services	<u>\$50,945,886.00</u>	<u>\$80,807,063.00</u>	<u>\$46,129,970.00</u>
3. Emergency Services	<u>\$209,497,474.00</u>	<u>\$235,900,923.00</u>	<u>\$258,476,094.00</u>
4. Other Operating Revenue (Specify) _____	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
<b>Gross Operating Revenue</b>	<u>\$610,660,020.00</u>	<u>\$725,503,313.00</u>	<u>\$834,314,526.00</u>
C. Deductions from Gross Operating Revenue			
1. Contractual Adjustments	<u>\$474,636,595.00</u>	<u>\$572,865,909.00</u>	<u>\$653,628,489.00</u>
2. Provision for Charity Care	<u>\$37,373,254.00</u>	<u>\$38,392,467.00</u>	<u>\$47,605,903.00</u>
3. Provisions for Bad Debt	<u>\$15,770,680.00</u>	<u>\$23,321,582.00</u>	<u>\$24,183,029.00</u>
<b>Total Deductions</b>	<u>\$527,780,529.00</u>	<u>\$634,579,958.00</u>	<u>\$725,417,421.00</u>
<b>NET OPERATING REVENUE</b>	<u>\$82,879,491.00</u>	<u>\$90,923,355.00</u>	<u>\$108,897,105.00</u>

**PROJECTED DATA CHART**

- ☒ Project Only  
☐ Total Facility

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

	<b>Year 1</b>	<b>Year 2</b>
	<u>2027</u>	<u>2028</u>
A. Utilization Data		
Specify Unit of Measure <u>Other : ER Visits</u>	<u>8364</u>	<u>8988</u>
B. Revenue from Services to Patients		
1. Inpatient Services	<u>\$0.00</u>	<u>\$0.00</u>
2. Outpatient Services	<u>\$0.00</u>	<u>\$0.00</u>
3. Emergency Services	<u>\$48,103,000.00</u>	<u>\$55,498,000.00</u>
4. Other Operating Revenue (Specify) _____	<u>\$0.00</u>	<u>\$0.00</u>
<b>Gross Operating Revenue</b>	<u>\$48,103,000.00</u>	<u>\$55,498,000.00</u>
C. Deductions from Gross Operating Revenue		
1. Contractual Adjustments	<u>\$35,790,351.00</u>	<u>\$42,006,156.00</u>
2. Provision for Charity Care	<u>\$2,544,649.00</u>	<u>\$2,935,844.00</u>
3. Provisions for Bad Debt	<u>\$1,311,000.00</u>	<u>\$1,408,000.00</u>
<b>Total Deductions</b>	<u>\$39,646,000.00</u>	<u>\$46,350,000.00</u>

**NET OPERATING REVENUE**\$8,457,000.00\$9,148,000.00**PROJECTED DATA CHART**☒ Total Facility☐ Project OnlyGive information for the *two (2)* years following the completion of this proposal.

	<b>Year 1</b>	<b>Year 2</b>
	<u>2027</u>	<u>2028</u>
A. Utilization Data		
Specify Unit of Measure <u>Other : ER Visits</u>	<u>57266</u>	<u>60335</u>
B. Revenue from Services to Patients		
1. Inpatient Services	<u>\$425,310,658.00</u>	<u>\$446,576,191.00</u>
2. Outpatient Services	<u>\$84,071,668.00</u>	<u>\$88,275,251.00</u>
3. Emergency Services	<u>\$337,934,599.00</u>	<u>\$359,821,179.00</u>
4. Other Operating Revenue (Specify) _____	<u>\$0.00</u>	<u>\$0.00</u>
<b>Gross Operating Revenue</b>	<u>\$847,316,925.00</u>	<u>\$894,672,621.00</u>
C. Deductions from Gross Operating Revenue		
1. Contractual Adjustments	<u>\$659,741,540.00</u>	<u>\$697,154,904.00</u>
2. Provision for Charity Care	<u>\$44,823,882.00</u>	<u>\$47,329,039.00</u>
3. Provisions for Bad Debt	<u>\$30,928,605.00</u>	<u>\$32,506,485.00</u>
<b>Total Deductions</b>	<u>\$735,494,027.00</u>	<u>\$776,990,428.00</u>
<b>NET OPERATING REVENUE</b>	<u>\$111,822,898.00</u>	<u>\$117,682,193.00</u>

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

**Project Only Chart**

	Previous Year to Most Recent Year	Most Recent Year	Year One	Year Two	% Change (Current Year to Year 2)
<b>Gross Charge</b> ( <i>Gross Operating Revenue/Utilization Data</i> )	\$0.00	\$0.00	\$5,751.20	\$6,174.68	0.00
<b>Deduction from Revenue</b> ( <i>Total Deductions/Utilization Data</i> )	\$0.00	\$0.00	\$4,740.08	\$5,156.88	0.00
<b>Average Net Charge</b> ( <i>Net Operating Revenue/Utilization Data</i> )	\$0.00	\$0.00	\$1,011.12	\$1,017.80	0.00

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

**RESPONSE:**

The projected charges are based on and comparable to the ED charges currently in place at SRMC and Sumner Station. The proposed FSED is not expected to have any impact on the charges for ED service at SRMC or its affiliated emergency departments.

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

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

**RESPONSE:**

Please see Attachment 9C for a comparison of SRMC's charges to current Medicare reimbursement and to published charges of other providers.

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

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

**Applicant's Projected Payor Mix**

**Project Only Chart**

Payor Source	Year-2027		Year-2028	
	Gross Operating Revenue	% of Total	Gross Operating Revenue	% of Total
<b>Medicare/Medicare Managed Care</b>	\$12,535,311.03	26.06	\$14,462,397.17	26.06
<b>TennCare/Medicaid</b>	\$10,492,125.06	21.81	\$12,105,106.89	21.81
<b>Commercial/Other Managed Care</b>	\$11,456,886.61	23.82	\$13,218,183.76	23.82
<b>Self-Pay</b>	\$4,926,214.15	10.24	\$5,683,533.94	10.24
<b>Other(Specify)</b>	\$8,692,463.15	18.07	\$10,028,778.24	18.07
<b>Total</b>	\$48,103,000.00	100%	\$55,498,000.00	100%
<b>Charity Care</b>	\$2,544,649.00		\$2,935,844.00	

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

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

**RESPONSE:** All three groups will be served. The FSED, like its host hospital, will be in all applicable State and Federal revenue programs. Its projected payor mix of gross revenues for its first two years are Medicare 26.06%, TennCare/Medicaid 21.81%, Commercial 23.82%, Self-Pay 10.24%, and other sources 18.07%. Its charity care will be approximately 5.3% of gross revenues.

## **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.

☒ Yes

☐ No

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

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

☒ Yes

☐ No

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

☒ Yes

☐ No

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

☒ Yes

☐ No

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

Credential	Agency	Status (Active or Will Apply)	Provider Number or Certification Type
Licensure	<input checked="" type="checkbox"/> Health Facilities Commission/Licensure Division <input type="checkbox"/> Intellectual & Developmental Disabilities <input type="checkbox"/> Mental Health & Substance Abuse Services	Active	116
Certification	<input checked="" type="checkbox"/> Medicare <input checked="" type="checkbox"/> TennCare/Medicaid <input type="checkbox"/> Other _____	Active Active	44-0003 44-0003
Accreditation(s)	TJC - The Joint Commission	Active	

**4Q.** If checked “TennCare/Medicaid” box, please list all Managed Care Organization’s currently or will be contracted.

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

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

- ☒ Yes
- ☐ No

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

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

- ☒ Yes
- ☐ No
- ☐ N/A

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

- ☐ Yes  
☒ No  
☐ N/A

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

**Has any of the following:**

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

**Been subject to any of the following:**

- Final Order or Judgement in a state licensure action;  
☐ Yes  
☒ No
- Criminal fines in cases involving a Federal or State health care offense;  
☐ Yes  
☒ No
- Civil monetary penalties in cases involving a Federal or State health care offense;  
☒ Yes  
☐ No

Please Explain

**RESPONSE:** The “yes” response above refers to a 2021 settlement agreement between Ascension Michigan and US Department of Health and Human Services in which there appears to have been no admission of liability. Ascension Michigan has no ownership or operational interest in the applicant and will not be involved in this project.

- Administrative monetary penalties in cases involving a Federal or State health care offense;  
☐ Yes  
☒ No
- Agreement to pay civil or administrative monetary penalties to the federal government or any state in cases involving claims related to the provision of health care items and services;  
☐ Yes  
☒ No
- Suspension or termination of participation in Medicare or TennCare/Medicaid programs; and/or  
☐ Yes  
☒ No
- Is presently subject of/to an investigation, or party in any regulatory or criminal action of which you are aware.  
☐ Yes





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

☒ Existing FTE not applicable (Enter year)

Position Classification	Existing FTEs(enter year)	Projected FTEs Year 1
<b>A. Direct Patient Care Positions</b>		
Registered Nurses	0.00	8.40
Radiology Tech	0.00	4.20
Lab Tech	0.00	4.20
Leader	0.00	1.00
<b>Total Direct Patient Care Positions</b>	N/A	17.8

<b>B. Non-Patient Care Positions</b>		
Security	0.00	0.00
Security	0.00	2.10
Patient Access	0.00	4.20
<b>Total Non-Patient Care Positions</b>	N/A	6.3
<b>Total Employees (A+B)</b>	0	24.1

<b>C. Contractual Staff</b>		
Contractual Staff Position	0.00	0.00
<b>Total Staff (A+B+C)</b>	0	24.1

## **DEVELOPMENT SCHEDULE**

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

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

### **PROJECT COMPLETION FORECAST CHART**

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

<b>Phase</b>	<b>Days Required</b>	<b>Anticipated Date (Month/Year)</b>
1. Initial HFC Decision Date		08/27/25
2. Building Construction Commenced	187	03/01/26
3. Construction 100% Complete (Approval for Occupancy)	462	12/01/26
4. Issuance of License	507	01/15/27
5. Issuance of Service	583	04/01/27
6. Final Project Report Form Submitted (Form HR0055)	683	07/10/27

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



PO Box 631340 Cincinnati, OH 45263-1340

**AFFIDAVIT OF PUBLICATION**


RPC  
6300 La Calma Drive Suite 170  
Austin TX 78752


STATE OF WISCONSIN, COUNTY OF BROWN

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

06/13/2025

and that the fees charged are legal.  
Sworn to and subscribed before on 06/13/2025

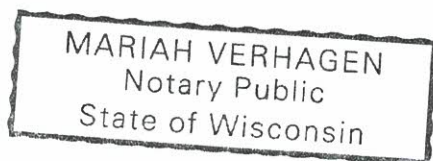
  
\_\_\_\_\_  
Legal Clerk

  
\_\_\_\_\_  
Notary, State of WI, County of Brown

8.25.26

My commission expires

Publication Cost:	\$883.04	
Tax Amount:	\$0.00	
Payment Cost:	\$883.04	
Order No:	11399360	# of Copies:
Customer No:	1525832	0
PO #:	LOKR0314111	

**THIS IS NOT AN INVOICE!***Please do not use this form for payment remittance.*

## NOTIFICATION OF INTENT TO APPLY FOR A CERTIFICATE OF NEED

This is to provide official notice to the Health Facilities Commission and all interested parties, in accordance with T.C.A. §68-11-1601 et seq., and the Rules of the Health Facilities Commission, that that Sumner Regional Medical Center, an existing hospital provider owned by Sumner Regional Medical Center, LLC with an ownership type of Limited Liability Company and to be managed by itself intends to file an application for a Certificate of Need for the establishment of a freestanding emergency department operated by Sumner Regional Medical Center. The address of the project will be 3320 Highway 109 N (Parcel ID 095-055-04601-000-2025) in Lebanon, Wilson County, Tennessee, 37087. The estimated project cost will be \$21,583,185.

The anticipated date of filing the application is on or before 07/01/2025.

The contact person for this project is Ms. Darcy Schaeffer who may be reached at Research & Planning Consultants – 6300 La Calma Drive, Suite 170, Austin, Texas 78752, 512-371-8011.

The published Letter of Intent must contain the following statement pursuant to T.C.A. §68-11-1607 (c)(1). (A) Any healthcare institution wishing to oppose a Certificate of Need application must file a written notice with the Health Facilities Commission no later than fifteen (15) days before the regularly scheduled Health Facilities Commission meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application may file a written objection with the Health Facilities Commission at or prior to the consideration of the application by the Commission, or may appear in person to express opposition. Written notice of opposition may be sent to: Health Facilities Commission, Andrew Jackson Building, 9th Floor, 503 Deaderick Street, Nashville, TN 37243 or email at [hsda.staff@tn.gov](mailto:hsda.staff@tn.gov).

June 13 2025

LOKR0314111

## **Attachment 3A**





**State of Tennessee  
Health Facilities Commission**

502 Deaderick Street, Andrew Jackson Building, 9<sup>th</sup> Floor, Nashville, TN 37243

[www.tn.gov/hsda](http://www.tn.gov/hsda)

Phone: 615-741-2364

[hsda.staff@tn.gov](mailto:hsda.staff@tn.gov)

## LETTER OF INTENT

The Publication of Intent is to be published in The Tennessean which is a newspaper of general circulation in Wilson County, Tennessee, on or before 06/16/2025 for one day.

This is to provide official notice to the Health Facilities Commission and all interested parties, in accordance with T.C.A. §68-11-1601 et seq., and the Rules of the Health Facilities Commission, that Sumner Regional Medical Center, a/an Hospital owned by Sumner Regional Medical Center, LLC with an ownership type of Limited Liability Company and to be managed by itself intends to file an application for a Certificate of Need for the establishment of a freestanding emergency department operated by Sumner Regional Medical Center.. The address of the project will be 3320 Highway 109 N (Parcel ID 095-055-04601-000-2025), Lebanon, Wilson County, Tennessee, 37087. The estimated project cost will be \$21,583,185.

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Darcy Schaeffer

06/16/2025

[dschaeffer@rpcconsulting.com](mailto:dschaeffer@rpcconsulting.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 next business day. 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 healthcare institution wishing to oppose a Certificate of Need application must file a written notice with the Health Facilities Commission no later than fifteen (15) days before the regularly scheduled Health Facilities Commission meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application may file a written objection with the Health Facilities Commission at or prior to the consideration of the application by the Commission, or may appear in person to express opposition. Written notice of opposition may be sent to: Health Facilities Commission, Andrew Jackson Building, 9th Floor, 502 Deaderick Street, Nashville, TN 37243 or email at [hsda.staff@tn.gov](mailto:hsda.staff@tn.gov).

HF 51 (Revised 6/1/2023)

RDA 1651





**State of Tennessee  
Health Facilities Commission**

502 Deaderick Street, Andrew Jackson Building, 9<sup>th</sup> Floor, Nashville, TN 37243

[www.tn.gov/hsda](http://www.tn.gov/hsda)

Phone: 615-741-2364

[hsda.staff@tn.gov](mailto:hsda.staff@tn.gov)

## **PUBLICATION OF INTENT**

**The following shall be published in the “Legal Notices” section of the newspaper in a space no smaller than two (2) columns by two (2) inches.**

### **NOTIFICATION OF INTENT TO APPLY FOR A CERTIFICATE OF NEED**

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## Public Notices

Originally published at tennessean.com on 06/13/2025

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June 13 2025

LOKR0314111

## **Attachment 7A**

# SUMNER REGIONAL MEDICAL CENTER, LLC

120

Entity Type: Foreign Limited Liability Company (LLC)  
Formed in: DELAWARE  
Term of Duration: Perpetual  
Managed By: Member Managed  
Series LLC: No  
Number of Members: 6 or less

Status: Active  
Control Number: 000632152  
Initial Filing Date: 5/25/2010 10:29:00 AM  
Fiscal Ending Month: December  
AR Due Date: 04/01/2026  
Obligated Member Entity: No

Registered Agent

C T CORPORATION SYSTEM  
300 MONTVUE RD  
KNOXVILLE, TN 37919-5546

Principal Office Address

330 SEVEN SPRINGS WAY  
BRENTWOOD, TN 37027-5098

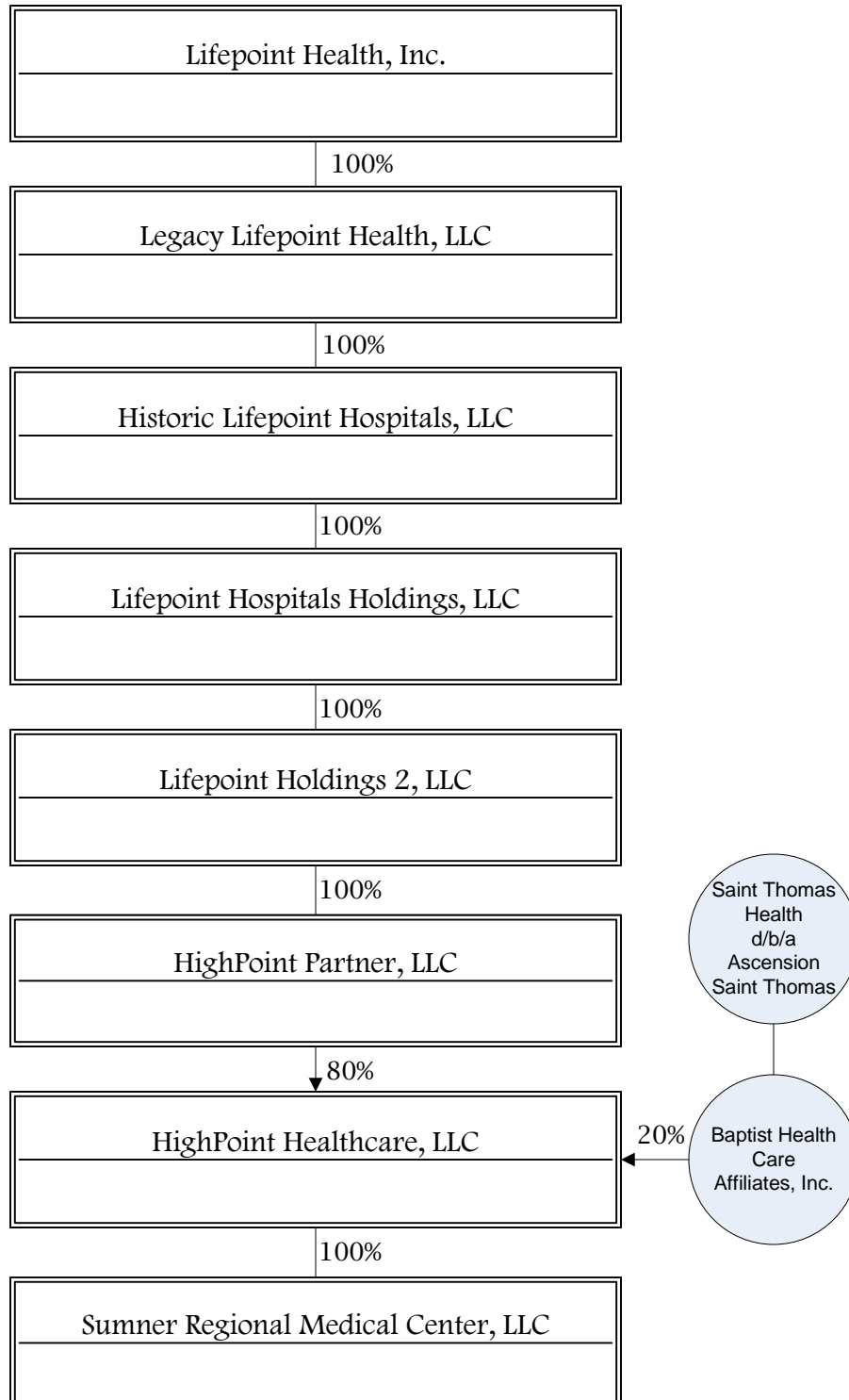
Mailing Address

330 Seven Springs Way  
Brentwood, TN 37027

AR Standing: Good	RA Standing: Good	Other Standing: Good	Revenue Standing: Good
History (93)			▼
Name History (39)			▼

# Sumner Regional Medical Center, LLC (Applicant)

Lifepoint Health, Inc. is owned by certain investment funds and investment vehicles with ultimate control residing with affiliates of Apollo Global Management, Inc. a publicly traded company (NYSE: APO), directly or indirectly through special purpose holding companies.



## **Attachment 8A**

There is no management agreement as the applicant is managed by itself.

## **Attachment 9A**



**ASSIGNMENT AND ASSUMPTION OF  
REAL ESTATE PURCHASE AND SALE AGREEMENT**

**THIS ASSIGNMENT AND ASSUMPTION OF REAL ESTATE PURCHASE AND SALE AGREEMENT** (this “Assignment”) is made and entered into effective as of June 20, 2025 (the “Assignment Date”) by and between Fortuna Development, LLC, a Tennessee limited liability company (“Assignor”) and Sumner Regional Medical Center, LLC, a Delaware limited liability company (“Assignee”).

**RECITALS**

A. Assignor, as buyer, and 109 Church of Christ (“Seller”), are parties to that certain Real Estate Purchase and Sale Agreement, dated June 3, 2025 (the “Purchase Agreement”), pursuant to which Assignor agreed to purchase the Property (as defined in the Purchase Agreement) from Seller.

B. Assignor desires to assign its right, title and interest in the Purchase Agreement to Assignee and Assignee desires to accept the assignment of the Purchase Agreement in accordance with the terms and provisions of this Assignment.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE I**

1.1 Definitions. Unless otherwise provided in this Assignment, all capitalized terms not expressly defined in this Assignment shall have the meaning given such terms in the Purchase Agreement.

**ARTICLE II**

2.1 Assignment. Assignor hereby assigns, conveys, transfers and delivers to Assignee all of Assignor’s right, title and interest in, under and to the Purchase Agreement, subject to the terms and provisions hereof.

2.2 Assumption. Assignee hereby accepts the assignment of Assignor’s right, title and interest in, under and to the Purchase Agreement and hereby assumes, undertakes and agrees to perform and discharge all of Assignor’s duties and obligations under the Purchase Agreement, subject to the terms and conditions of this Assignment.

2.3 Cross Indemnity. Assignee shall defend, indemnify and hold harmless Assignor from and against any and all claims, demands, causes of action, losses, damages, liabilities, judgments, costs and expenses (including reasonable attorneys’ fees, whether suit is instituted or not) asserted against or incurred by Assignor as a result of any acts or negligent omissions of Assignee, after the Assignment Date, in connection with the Purchase Agreement. Assignor shall defend, indemnify and hold harmless Assignee from and against any and all claims, demands, causes of action, losses, damages, liabilities, judgments, costs and expenses (including reasonable attorneys’ fees, whether suit is instituted or not) asserted against or incurred by Assignee as a result of any acts or negligent omissions of Assignor, on or prior to the Assignment Date, in connection with the Purchase Agreement. The provisions of this Section shall survive the Assignment Date and shall continue thereafter in full force and effect.

**ARTICLE III**

3.1 Entire Agreement; Modifications. This Assignment embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statements (oral or written) are merged into this Assignment. Neither this Assignment nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the Party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

3.2 Applicable Law. THIS ASSIGNMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.

3.3 Captions. The captions in this Assignment are inserted for convenience of reference only and in no way define, describe, or limit the scope or intent of this Assignment or any of the provisions hereof.

3.4 Binding Effect. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

3.5 Time is of the Essence. With respect to all provisions of this Assignment, time is of the essence. However, if the first date of any period which is set out in any provision of this Assignment falls on a day which is not a business day, then, in such event, the time of such period shall be extended to the next day which is a business day.

3.6 Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed an original and all of which, when taken together, will be deemed to constitute one and the same agreement.

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

[end of page - signatures on following pages]

[SIGNATURE PAGE FOR ASSIGNOR]

EXECUTED to be effective as of the Assignment Date.

Assignor:

FORTUNA DEVELOPMENT, LLC, a Tennessee limited liability company

By:  06C1A90CF888467...

Name: Allen Bolden

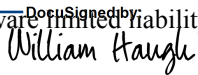
Title: Partner

[SIGNATURE PAGE FOR ASSIGNEE]

EXECUTED to be effective as of the Assignment Date.

Assignee:

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

By:   
Name: William Haugh  
Title: President, Central Division

## REAL ESTATE PURCHASE AND SALE AGREEMENT

**THIS REAL ESTATE PURCHASE AND SALE AGREEMENT** (this “**Agreement**”) is made effective as of the Agreement Date (as defined in Section 17 herein) by and between **109 CHURCH OF CHRIST**, a Tennessee non-profit corporation (“**Seller**”), and **FORTUNA DEVELOPMENT, LLC**, a Tennessee limited liability company and its successors or assigns (“**Buyer**”).

### WITNESSETH

A. Seller owns approximately 20.54 acres of land situated in Wilson County, Tennessee, located on Highway 109 in Lebanon, Tennessee, and having parcel ID number: 095-055-04601-000-2025 and generally depicted on Exhibit A attached to this Agreement (the “**Parent Tract**”).

B. In accordance with the terms and provisions of this Agreement, Seller desires to sell to Buyer and Buyer desires to purchase from Seller that certain portion of the Parent Tract consisting of approximately three (3) acres (the “**Land**”), together with any and all improvements on the Land and all appurtenances to the Land (collectively, the “**Property**”). The boundaries of the Land are to be finalized between Seller and Buyer in connection with Buyer obtaining the Survey (as defined in Section 8) herein. As of the Agreement Date, Buyer and Seller agree that the boundaries of the Land are expected to be as shown on the diagram attached hereto as Exhibit B.

C. For purposes of this Agreement, the portion of the Parent Tract which is outside of the final agreed on boundaries of the Land is hereinafter referred to as the “**Restricted Parcel**”).

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

### AGREEMENT

1. **Purchase Price and Earnest Money.** The purchase price for the Property shall be ONE MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,800,000.00), in gross, subject to a minimum acquisition of 2.90 acres and a maximum acquisition of 3.1 acres as shown on the final Seller-approved Survey as set forth in Section 8 herein (the “**Purchase Price**”) and shall be paid at the closing of the sale of the Property and delivery of Seller’s deed (the “**Closing**”). Within ten (10) business days after the full execution and delivery of this Agreement by Seller and Buyer, Buyer shall pay (by Buyer’s check or wire transfer) the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) (the “**Earnest Money**”) to First American Title Insurance Company, Nashville Commercial Services Unit, 511 Union Street, Suite 1600, Nashville, Tennessee 37219, attention: Susan Felts (the “**Escrow Agent**” or the “**Title Company**”), to be held in escrow by Escrow Agent in accordance with the terms of this Agreement.

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

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

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

(b) There are no leases affecting all or any part of the Property and, other than matters of title, including the Permitted Exceptions, no written promises, understandings, agreements or commitments between Seller and any person or entity concerning the sale, conveyance, lease, use or occupancy of any interest in the Property or any part thereof that will be binding on Buyer or the Property after the Closing Date. From the Agreement Date through the Closing Date or earlier termination of this Agreement, Seller shall neither make nor enter into any lease affecting all or any part of the Property or any written promise, understanding, agreement or commitment concerning the sale, conveyance, lease, use or occupancy of any interest in the Property or any part thereof, in any case without the prior written consent of Buyer, which consent may be withheld in Buyer's sole and absolute discretion.

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

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

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

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

(g) During the term of this Agreement, Seller has duly and validly authorized and executed this Agreement, and has full right, title, power and authority to enter into this Agreement and to consummate the transactions provided for herein, and the joinder of no person or entity will be necessary to convey the Property fully and completely to Buyer at Closing. The execution by Seller of this Agreement and the consummation by Seller of the transactions contemplated herein do not, and at the Closing will not, result in a breach of any of the terms or provisions of, or constitute a default or a condition which upon notice or lapse of time or both would ripen into a default under any indenture, agreement, instrument or

obligation to which Seller is a party or by which the Property or any portion thereof is bound; and do not, and at the Closing will not, constitute a violation of any laws, order, rule or regulation applicable to Seller or any portion of the Property of any court or of any federal, state or municipal regulatory body or administrative agency or other governmental body having jurisdiction over Seller or any portion of the Property.

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

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

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

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

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

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

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

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

Buyer acknowledges that Seller has among its members various health care professionals, including, but not limited to physicians, nurses, physician assistants, nurse practitioners, health care administrators and members who work in the insurance industry, including health insurance, and Seller makes no representation or warranty and has not made any inquiry to whether any such members may constitute a

Referral Source as defined herein, and in the event one or more members is a Referral Source, such fact shall not constitute a breach of this covenant by Seller.

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

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

Buyer acknowledges that Seller has among its members various health care professionals, including, but not limited to physicians, nurses, physician assistants, nurse practitioners, health care administrators and members who work in the insurance industry, including health insurance, and Seller makes no representation or warranty and has not made any inquiry as to the applicability if subsection 3(j) may apply to such members, and in the event one or more of the conditions set forth in subsection 3(j) may apply to one or members, such fact shall not constitute a breach of this covenant by Seller .

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

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

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

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

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



regulation applicable to Buyer of any court or of any federal, state or municipal regulatory body or administrative agency or other governmental body having jurisdiction over Buyer.

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

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

## 5. Inspection Period and Entitlements Period.

(a) Inspection Period. Commencing on the Agreement Date and continuing for a period of ninety (90) days thereafter (the "**Inspection Period**"), Seller shall afford Buyer and its representatives a continuing right to inspect the Property and to enter upon the Property, upon 24 hours' prior notice, and conduct whatever inspection is necessary for the Buyer to determine whether or not the Property is suitable for Buyer's intended uses, including, without limitation, as a health care facility which will provide certain medical services to the community surrounding the Property (such intended uses, the "**Intended Uses**"), and if it is economically feasible to develop the Property for such purposes. Seller shall have the right to have its representative present for any such entry and inspections by Buyer. Prior to entry on the Property by Buyer, Buyer shall provide Seller with at least two (2) days prior notice and an insurance certificate naming Seller as an additional insured and evidencing insurance policies of Workers' Compensation as required by statute and Commercial General Liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Notwithstanding the foregoing, except for geotechnical soil borings and testing, Buyer shall not perform any intrusive testing of the Land without the prior written approval of Seller (which approval shall not be unreasonably denied, delayed or withheld). Buyer shall indemnify and hold Seller harmless from and against any loss, claim or liability, including, without limitation, reasonable attorneys' fees, arising out of or in connection with or related to any entry upon the Property by Buyer, or any agents, contractors, or employees of Buyer, including without limitation personal injury or death and any physical damage to the Property, except to the extent due to the discovery of a pre-existing condition on the Property or the negligence or willful misconduct of Seller, which indemnification shall survive the termination of this Agreement or the Closing Date. If for any reason, in Buyer's sole and absolute discretion, Buyer is not satisfied with the Property in any respect, or Buyer determines in its sole and absolute discretion that (A) the Property is not suitable for Buyer's Intended Uses, (B) it is not economically or financially feasible to develop and use and operate the Property for Buyer's Intended Uses, or (C) for any other reason the Property will not fully satisfy Buyer's needs, then Buyer may terminate this Agreement by delivering written notice to Seller at any time on or before the expiration of the Inspection Period, whereupon, the Escrow Agent shall pay (a) Five Hundred and No/100 Dollars (\$500.00) (the "**Independent Consideration**") out of the Earnest Money to Seller (as consideration for Seller's execution of this Agreement) and (b) the Earnest Money (less the Independent Consideration) to Buyer. Buyer shall restore the Property, as nearly as reasonably possible, to its condition prior to Buyer's tests and inspections if changed due to such tests and inspections. The obligation of the preceding sentence shall survive the termination of this Agreement. If Buyer closes on the purchase of the Property pursuant to this Agreement, the Earnest Money shall be applied toward the Purchase Price. If not terminated as provided in this Section 5, then Buyer shall be deemed to have waived its right to terminate pursuant to this Section 5(a).

(b) Entitlements Period and Entitlements Period Extensions. Beginning on the Agreement and continuing through and including the date that is sixty (60) days after the expiration of the Inspection Period (the “**Entitlements Period**”), Buyer shall pursue and seek to obtain any and all rezoning approvals, land use approvals, subdivision approval subdividing the Land out of the Parent Tract, licenses, permits, certificates of need and any other governmental or quasi-governmental approval necessary for Buyer’s development and use of the Property for Buyer’s Intended Uses as reasonably determined by Buyer (collectively, the “**Required Entitlements**”). Buyer shall have the right, at its option, to extend the Entitlements Period for up to two (2) additional thirty (30) day periods (each, an “**Entitlements Period Extension**”), which extension may be exercised by Buyer (i) delivering written notice to Seller of Buyer’s election to extend the Entitlements Period for a 30-day period and (ii) depositing with the Escrow Agent an additional deposit of TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) for each Entitlements Period Extension exercised by Buyer (each such deposit, an “**Entitlements Period Extension Fee**”). The Entitlements Period Extension Fees, to the extent deposited by Buyer, shall be fully refundable to Buyer. Further, if Buyer closes on the purchase of the Property pursuant to this Agreement, the Entitlements Period Extension Fees, to the extent deposited by Buyer, shall be applied to the Purchase Price at Closing. If Buyer fails to give the notice or make the payment of the Entitlements Period Extension Fee as provided in this Section 5(b), then Buyer shall be deemed to have waived its right to extend pursuant to this Section 5(b). If, during the Entitlements Period (as may be extended pursuant to this Section 5(b)), Buyer is unable to obtain any of the Required Approvals on a final and non-appealable basis, then Buyer may terminate this Agreement by delivering written notice to Seller at any time on or before the expiration of the Entitlements Period (as may be extended pursuant to this Section 5(b)), whereupon, the Escrow Agent shall refund the Earnest Money and all of any Entitlements Period Extension Fees to Buyer. Buyer and Seller acknowledge and agree that in order to use the Property for Buyer’s Intended Uses, as part of the Required Entitlements, Buyer must obtain either a change in the zoning classification of the Land and/or a conditional use permit or a special exception to the existing zoning of the Land (the “**Required Land Use Approvals**”). If Buyer is able to obtain the Required Land Use Approvals, within ten (10) business days after the date on which the last of the Required Land Use Approvals becomes final and non-appealable, Buyer shall deposit with Escrow Agent an additional deposit of ONE HUNDRED FIFTY AND NO/1000 DOLLARS (\$150,000.00) (the “**Land Use Supplemental Deposit**”). The Land Use Supplemental Deposit shall not be deemed a part of the Earnest Money. If the transaction contemplated by this Agreement fails to close for any reason other than a default by Seller under this Agreement, the Land Use Supplemental Deposit shall be paid to and become the property of Seller. If, however, the transaction contemplated by this Agreement closes, the Land Use Supplemental Deposit shall be applied as a credit against the Purchase Price.

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

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

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

7. **Title Insurance.** Buyer shall obtain at Seller's expense a commitment for an owner's policy of title insurance ("**Title Commitment**") from the Title Company within thirty (30) days after the Agreement Date and shall provide a copy of the Title Commitment to Seller upon receipt. If the Title Commitment shows that Seller does not have good, record and marketable indefeasible, fee simple title to the Property, or that there are any defects, liens or encumbrances or any other matters which are not acceptable to Buyer, Buyer may notify Seller on or before the expiration date of the Inspection Period (the "**Title Objections Deadline**"). Any title exceptions appearing on the Title Commitment to which Buyer does not object timely in Buyer's title objections notice shall be deemed accepted and a part of the Permitted Exceptions (as defined in Section 2 herein). By not later than ten (10) days after receipt of notice of such

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

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

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

At Closing, Seller shall deliver to the Title Company a standard and customary owner’s and seller’s affidavit and indemnity (with gap indemnity) in a form reasonably acceptable to Seller and the Title Company, to remove the “pre-printed exceptions for mechanics liens and parties in possession” from the owner’s title insurance policy to be issued to Buyer.

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

8. **Survey and Subdivision.** Within seventy-five (75) days after the Agreement Date, Buyer shall, at its sole cost and expense, obtain and deliver to Seller, a survey of the Property which shall delineate and monument the exact boundary lines of the Property (subject to finalization of the subdivision process described herein). The boundary as shown on the Survey and proposed subdivision of the Property is subject to the approval of Seller in its sole and absolute discretion. The survey shall set forth the exact square footage of the Property and a metes and bounds description of the Property prepared by a Tennessee registered surveyor. Buyer shall notify Seller of any objections to survey matters on or before the Title Objections Deadline, and the provisions of Section 7 with respect to objections to title matters shall apply to any such objections to survey matters.

As part of the Required Entitlements, Buyer and Seller agree that a formal subdivision of the Land out of the Parent Tract will be required as a condition to a lawful transfer of the Land. Prior to the expiration of the Entitlements Period (as may be extended pursuant to Section 5(b) herein), Buyer, at its sole cost, shall be responsible to undertake all reasonable actions to seek a formal subdivision of the Land and Seller agrees to cooperate and support Buyer’s efforts to secure such subdivision approvals. The legal description of the Land in the recorded subdivision plat shall be the legal description used in Seller’s Deed.

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

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

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

(c) Subdivision. The Land shall have been formally subdivided out of the Parent Tract and the subdivision plat for the Land shall have received all necessary governmental approvals and been recorded in the Register’s Office for Wilson County, Tennessee.

(d) INTENTIONALLY DELETED.

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

or default by Seller of this Agreement, Buyer may exercise the remedies set forth in Section 15(b).

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

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

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

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

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

13. **Access to Property and Seller's Cooperation.** At all times prior to Closing, Buyer shall have the right to enter upon the Property subject in all events to the terms of Section 5 hereof. Prior to the Closing of the sale of the Property to Buyer, Seller agrees to cooperate with and assist Buyer, at no out-of-pocket cost to Seller, in connection with Buyer's efforts: (i) to purchase the Property; and (ii) to obtain governmental permits and approvals necessary for use of the Property for Buyer's Intended Uses and to obtain the Required Entitlements. Seller agrees to execute all documents or applications reasonably requested by Buyer in connection with Buyer's attempts to obtain the Required Entitlements. Seller agrees not to oppose any applications of Buyer for any of the Required Entitlements. In no event will any documents be recorded by Buyer in the land records of Wilson County, Tennessee with respect to such approvals until on or after Closing.

14. **Notices.** Any notice or other writing required or permitted to be given to a party under this Agreement shall be given in writing and shall be (i) delivered by hand, (ii) delivered through the United States mail, postage prepaid, certified, return receipt requested, or (iii) delivered through or by UPS, FedEx,



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

Seller: 109 CHURCH OF CHRIST  
Attn: Joshua B. Owens  
3320 Highway 109  
Lebanon, TN 37090

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

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

#### 15. Remedies.

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

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

16. **Brokers.** Buyer and Seller represent to the other that there are no real estate brokers involved in this transaction, except for Wyatt Nunnelley of HBRE (“**Buyer’s Broker**”) who has acted solely for Buyer in this transaction. At the Closing, Seller shall pay to Buyer’s Broker a commission equal to three percent (3%) of the Purchase Price. Seller and Buyer covenant and agree to defend, indemnify and save harmless the other from and against any claim for any broker’s commission or similar fee or compensation for any service rendered in connection with the sale and purchase of the Property. Other than Buyer’s Broker, each party represents and warrants to the other that neither has taken any action which would give rise to a commission or brokerage fee being due as a result of the transfer of the Property and each party agrees to indemnify and hold the other party harmless from and against all loss, costs, and damages including reasonable attorney’s fees, for any claims made for a commission due arising from such party’s actions.

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

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

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

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

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

22. **Miscellaneous.**

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

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

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



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

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

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

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

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

(i) **Risk of Loss.** All risk of loss or damage to the Property by public taking or condemnation is assumed by Seller until Closing. In the event of threatened or actual public taking or condemnation of all or any portion of the Property prior to Closing, Seller shall give Buyer prompt written notice of such threatened public taking and Buyer shall have the option to (a) terminate this Agreement and receive a full refund of the Earnest Money and any Entitlements Period Extension Fees deposited by Buyer, or (b) proceed to Closing and Seller shall assign to Buyer prorated condemnation proceeds received by or to be received by Seller for any portion of the Property included within the proposed taking.

## 23. Escrow Agent

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

(b) The Escrowed Funds shall not be deposited by Escrow Agent in an interest-bearing account.

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

(d) In the event Escrow Agent has doubts as to its duties or liabilities under this Agreement, the Escrow Agent may, in its discretion, continue to hold monies in escrow until the parties mutually agree on disbursement thereof, or until a court of competent jurisdiction shall determine the rights

of the parties thereto. Alternatively, the Escrow Agent may elect to deposit the funds held with a court having jurisdiction of the dispute, and upon notifying the parties of such disposition, all future liability of the Escrow Agent under this Agreement shall terminate (Escrow Agent being liable for any default, negligent act, or breach of trust while serving as Escrow Agent hereunder).

(e) In the event of any action between Buyer and Seller in which the Escrow Agent is made a party by virtue of serving as Escrow Agent under this Agreement, or in the event of any suit in which the Escrow Agent interpleads the monies in escrow, the Escrow Agent shall be entitled to recover all costs including a reasonable attorney's fee through all trials, appeals and other proceedings from the losing party.

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

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


26. **Restrictions on the Land and the Restricted Parcel.** As a condition to Buyer's obligation to close on the purchase of Land, (a) Buyer and Seller must execute and deliver to each other a declaration of restrictive covenants (the "**Declaration of Restrictive Covenants**") in a form to be agreed on between Buyer and Seller prior to the expiration of the Entitlements Period, which shall encumber the Land with the use restrictions described in Exhibit C of this Agreement, and encumber the Restricted Parcel with the use restrictions described in Exhibit D of this Agreement, and (b) any lender holding a lien on the Restricted Parcel shall subordinate its lien to the Declaration of Restrictive Covenants.

*[signatures follow]*

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

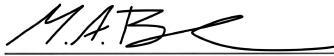
**SELLER:**

**109 CHURCH OF CHRIST**, a Tennessee non-profit corporation

By:   
 Print Name: Joshua B. Owens  
 Print Title: Deacon of Finance  
 Date Signed: 5-12-2025

**BUYER:**

**FORTUNA DEVELOPMENT, LLC**, a Tennessee limited liability company

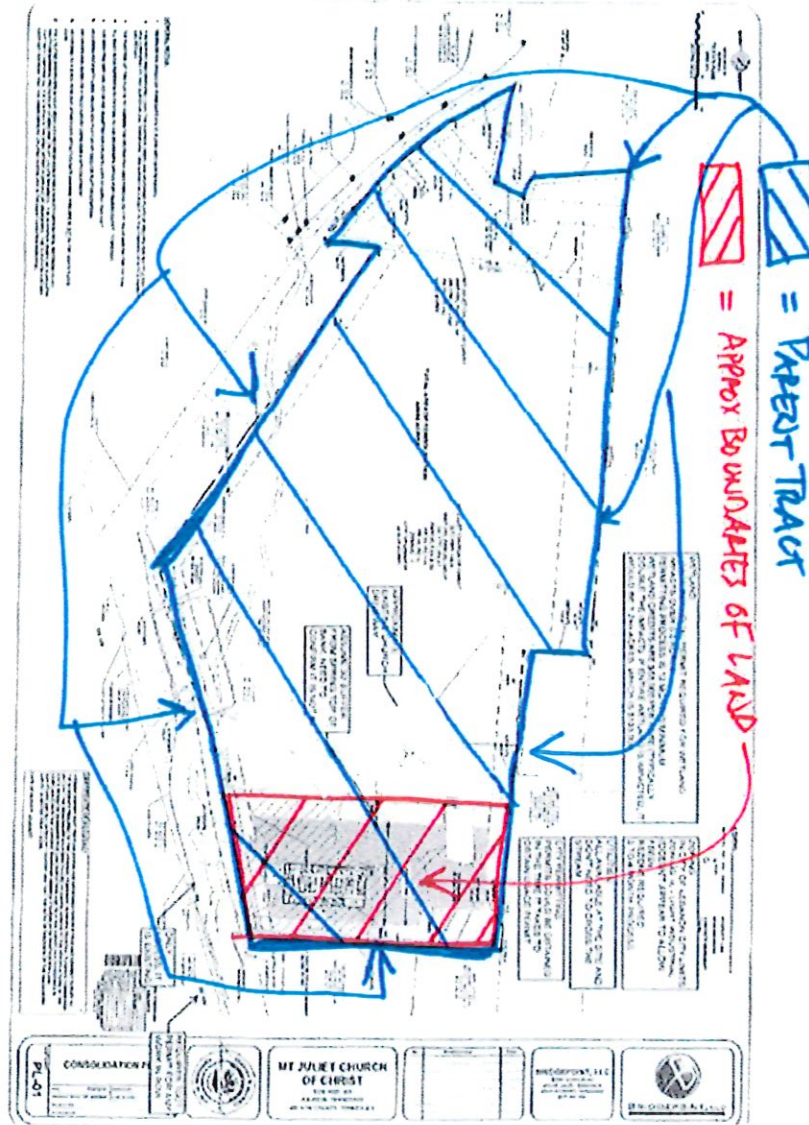
By:   
 Print Name: Allen Bolden  
 Print Title: Partner  
 Date Signed: 6.3.2025

**ESCROW AGENT**

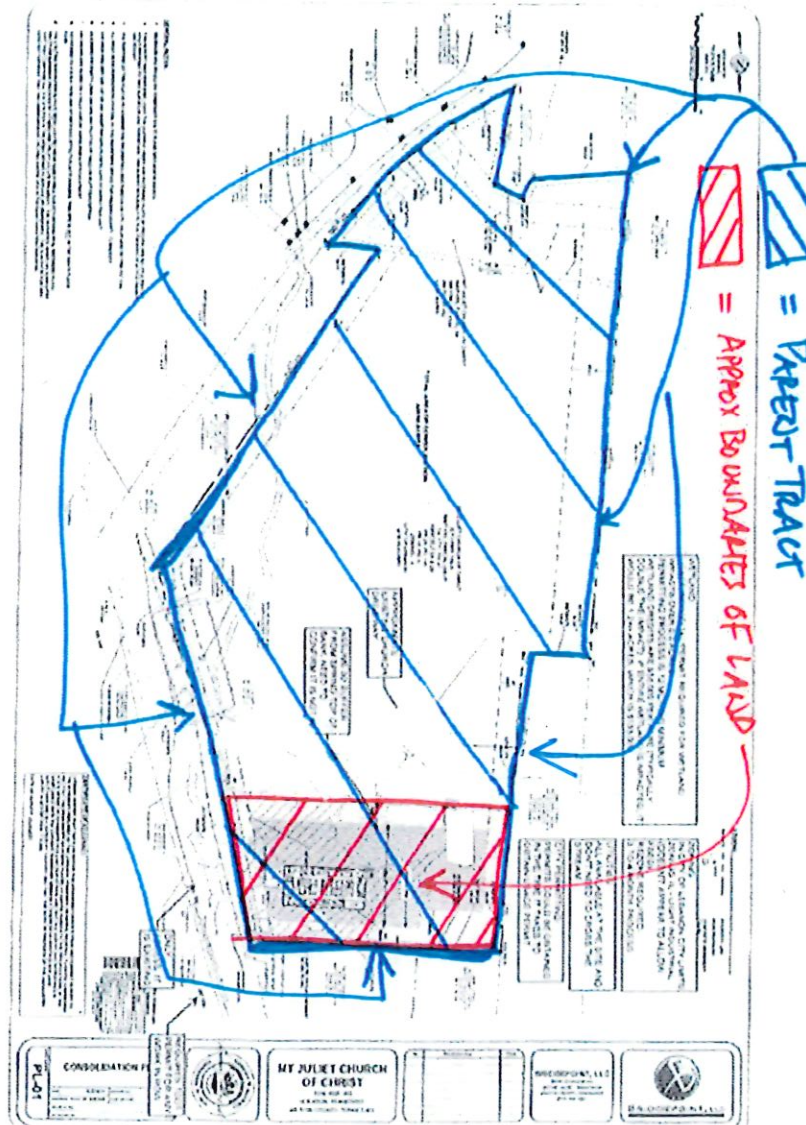
The undersigned joins herein for the purpose of agreeing to serve as Escrow Agent, subject to the provisions of this Agreement.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

Exhibit ADepiction of the Parent Tract

Seller Initials: JBO

Exhibit BDepiction of the Anticipated Boundaries of the Land

Seller Initials: *JED*



Exhibit CUse Restrictions to Apply to the Land

Restricted Uses: Buyer agrees that the Property shall not be used for the following restricted purposes, which shall be included as covenants in any future lease or sale of the Property:

1. Concrete plants
2. Asphalt plants
3. Abortion clinics
4. Planned Parenthood offices
5. Liquor stores
6. Hemp stores
7. Tobacco stores
8. Truck stops or gas stations
9. Quick cash/payday lender services
10. Laundromats (Dry cleaners are permitted)
11. Breweries or pubs (Restaurants with bar services are permitted, provided the establishment's primary business is not the brewing of beer or operation as a bar or sports bar)
12. Adult sex merchandise or pornography stores
13. Strip clubs

Seller Initials: ABQ

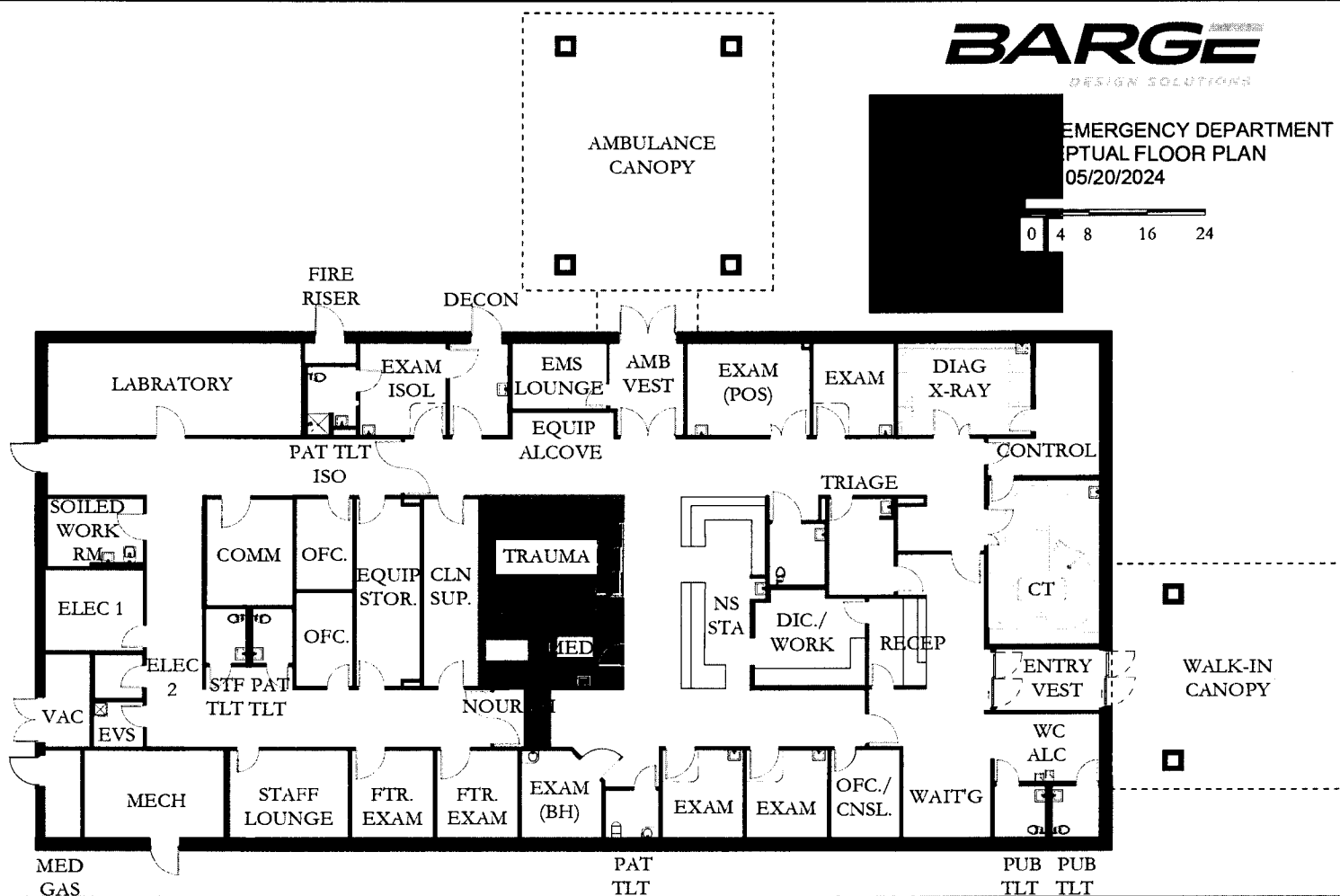


Exhibit DDeclaration of Restrictive Covenants to Apply to Restricted Parcel

Seller acknowledges that Buyer intends to use the Property for development and operation of a health care facility, which health care facility will provide certain necessary medical services to the community surrounding the Property and the Restricted Parcel owned by Seller. Seller further acknowledges that operation of any competitor facility to Buyer on the Restricted Parcel would significantly injure and interfere with Buyer's business operations on the Property. In connection with such sale of the Property to Buyer, for so long as the Property is used for health care purposes, Seller agrees that it shall not sell, transfer, or assign Seller's interest in any portion of the Restricted Parcel to any Competitor Facility without the prior written consent of Buyer, which consent shall be in Buyer's sole discretion. "Competitor Facility" means any acute care general hospital, medical/surgical hospital, specialty hospital or other hospital facility, behavioral health hospital or facility, inpatient rehabilitation hospital or facility, extended care facility, rehabilitation center or facility, emergency center, inpatient surgery center or facility, respiratory therapy center or facility or inhalation therapy center or facility, or physician practice or physician group practice.

Seller Initials: ABQ

**Attachment 10A**  
**Floor Plan**

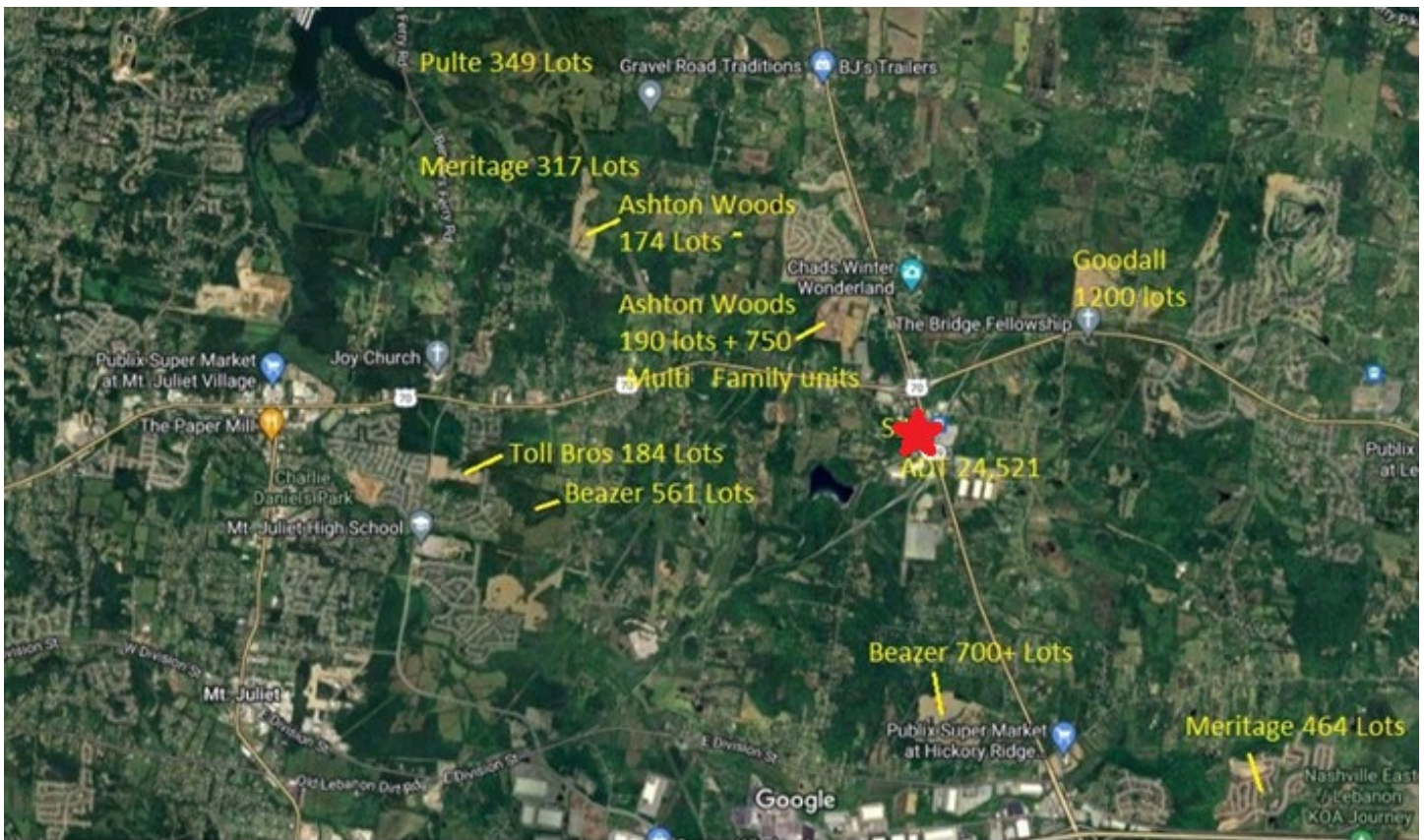


## **Attachment 11A**

The proposed site for the FSED at 3320 Tennessee Highway 109 (Hwy-109) in Lebanon, Tennessee, offers strategic accessibility for patients, benefiting from its location near major transportation routes and ongoing infrastructure developments. The proposed site is located near the intersection of Hwy-109 and US-70 (Lebanon Road). US-70 offers an alternative artery for east/west access across Wilson County. The proposed FSED's location on Hwy-109 provides a major north-south throughfare connecting Lebanon to Gallatin and offers direct access to Interstate 40 (I-40), making it an ideal location for a facility that can reduce patient travel times and improve emergency response. Although I-40 experiences periods of peak congestion, because of its higher speed limit, it often remains a faster corridor for east/west travel than other roads. The FSED's location in the area and proximity to several major roadways allows for efficient access from various directions, accommodating patients from a broader geographic area.

The proposed FSED site benefits from high visibility and its location in a rapidly developing area, with approximately 4,000 new residential units either under construction or planned within a 3-mile radius (see map below).<sup>1</sup> This growth is expected to increase the demand for healthcare services, positioning the FSED to serve a growing population.

### Planned Residential Units Near Lebanon FSED, with Site Indicated by Star

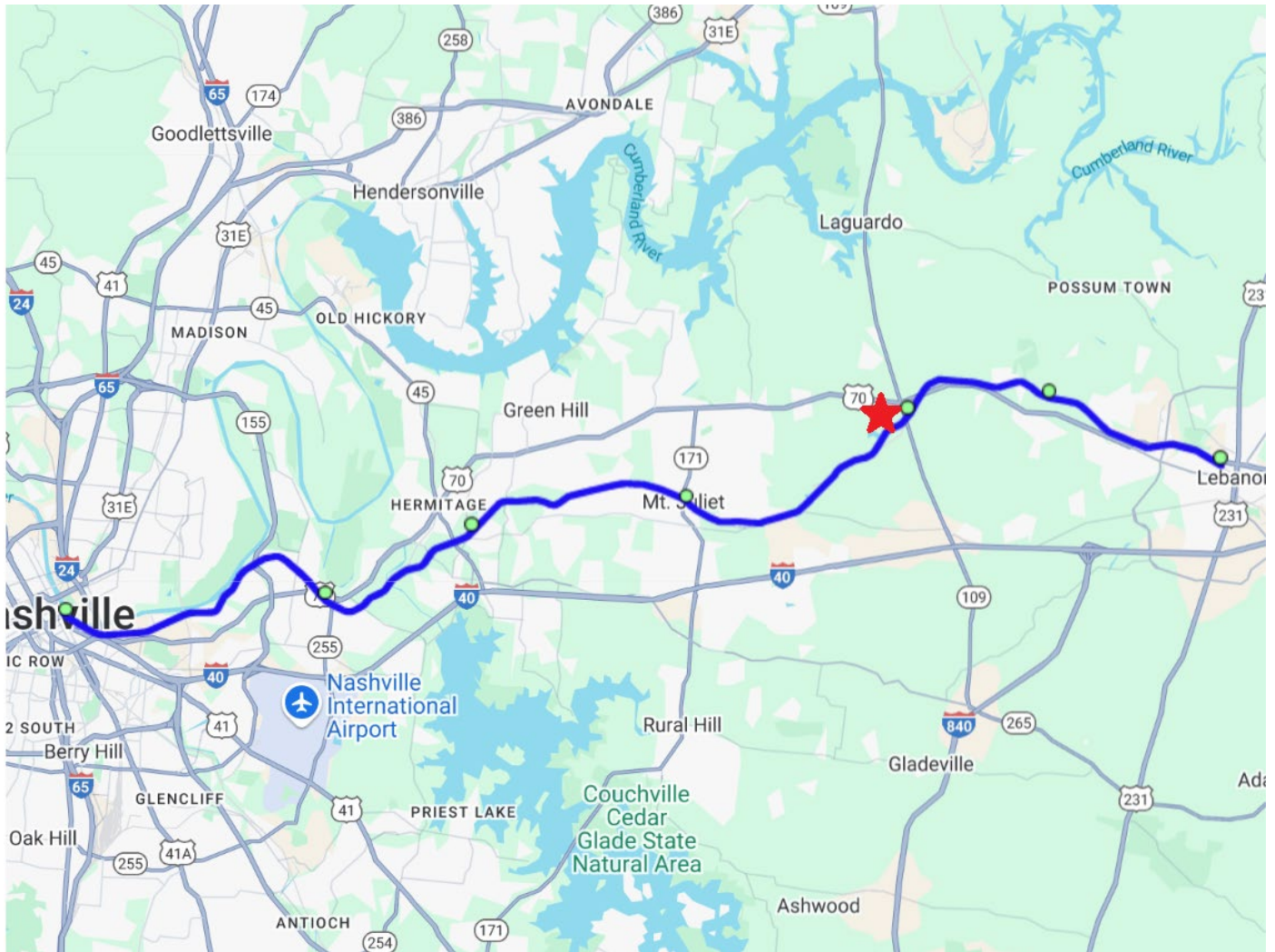


The site is located less than a mile from the WeGo Star commuter rail service's Martha Station. This station offers weekday service. WeGo Star connects Lebanon to Nashville. The map below shows the WeGo Star route in blue and its stations in green dots. The red star shows the location of the proposed FSED.

<sup>1</sup> "3320 Highway 109," Compass, <https://www.compass.com/listing/3320-highway-109-lebanon-tn-37122/1627589299027188857/>.



## Highpoint Health – Lebanon FSED Proposed Location and WeGo Star Route<sup>2</sup>



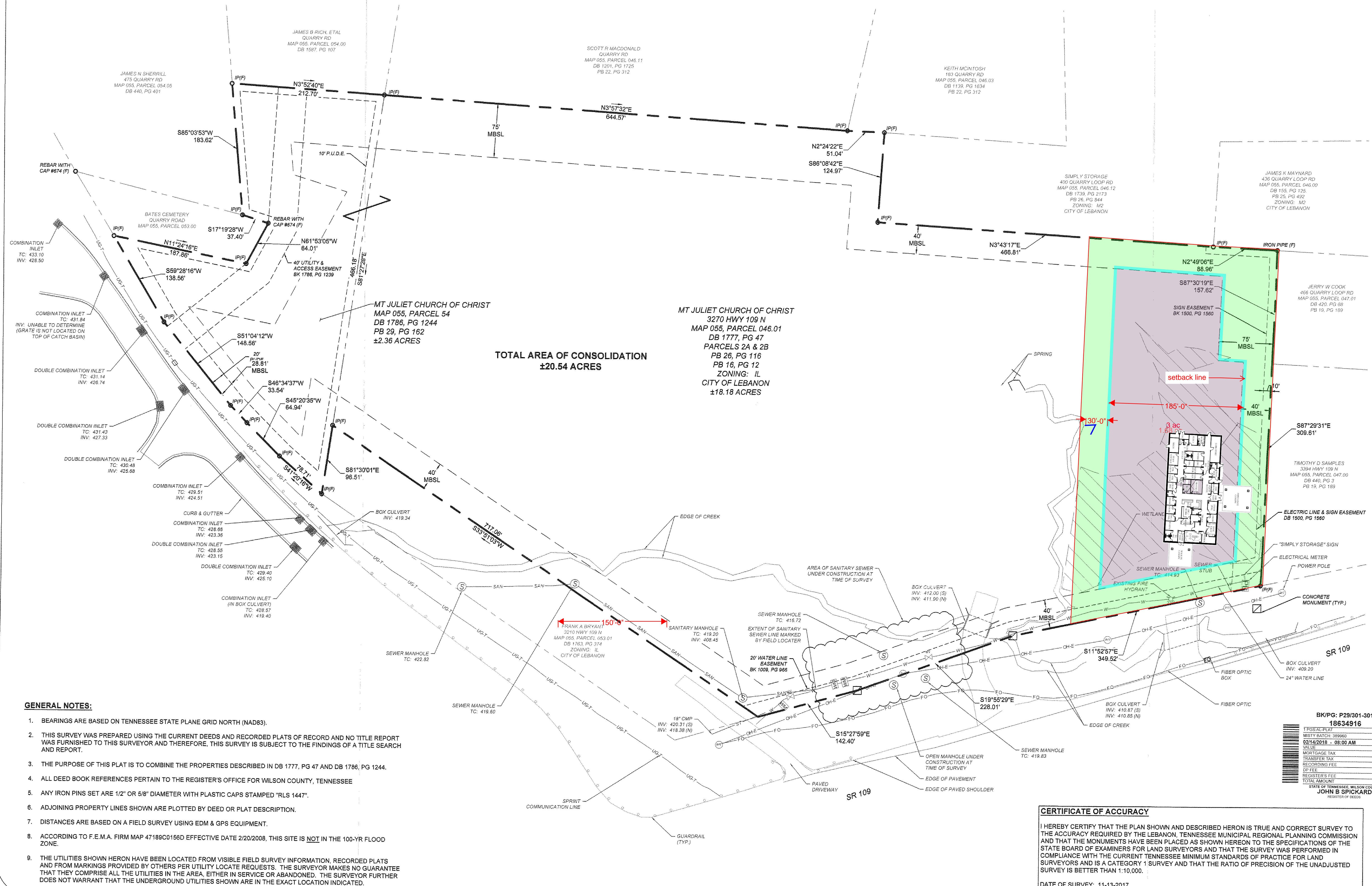
Additionally, Lebanon Transit operates local bus routes that serve various parts of the city. The nearest bus stop to the site is approximately 0.2 miles away, making it accessible for patients who rely on public transportation.<sup>3</sup>

<sup>2</sup> Available at: <https://www.wegotransit.com/ride/maps-schedules/bus/90-wego-star/?dir=1&d=6%2F23%2F2025&IncludeNonTimepointStops=y>

<sup>3</sup> <https://lebanontransit.org/routes>

## **Attachment 12A**

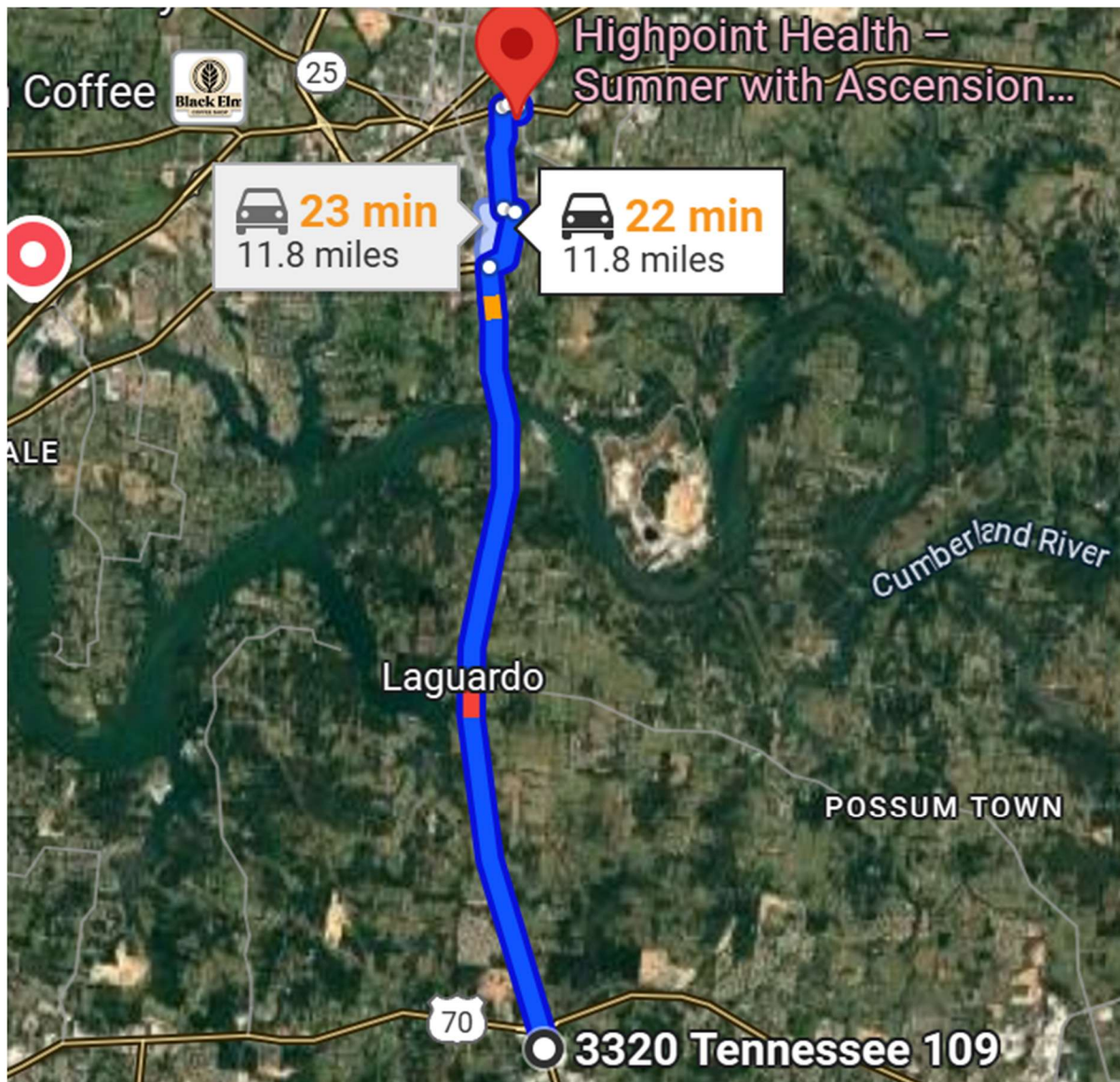




DATE OF SURVEY: 11-13-2017

HEET NUMBER:  
**PL-01**



**Proposed Site's Distance from SRMC**

Source: Google Maps

## **Attachment 4E**



June 26, 2025

Mr. Logan Grant, Executive Director  
Tennessee Health Services and Development Agency  
Andrew Jackson Building, 9<sup>th</sup> Floor  
Nashville, TN 37243

**Re: Sources of Funds for the Certificate of Need Application Filed by Highpoint Health – Sumner for a Free Standing Emergency Department in Lebanon, Tennessee**

**Project Name: Highpoint Health – Sumner, Lebanon Free Standing Emergency Department**

Dear Mr. Grant,

Highpoint Health – Sumner with Ascension Saint Thomas (“Highpoint Health – Sumner”) is a majority-owned subsidiary of Lifepoint Health, Inc. (“Lifepoint”). Highpoint Health plans to construct a free standing emergency department (FSED) in Lebanon, Tennessee, with an estimated cost of approximately \$22 million. Lifepoint hereby commits to provide the funds necessary to successfully complete this project from its cash reserves and amounts available for borrowing under its asset-based revolving loan credit facility (collectively the “Reserves”).

Please accept this letter as my confirmation that Lifepoint has \$614 million in Reserves. The Reserves are unrestricted and available for use for this proposed project.

Sincerely,

Signed by:

*J. Michael Grooms*

6/27/2025 | 12:42 PM PDT

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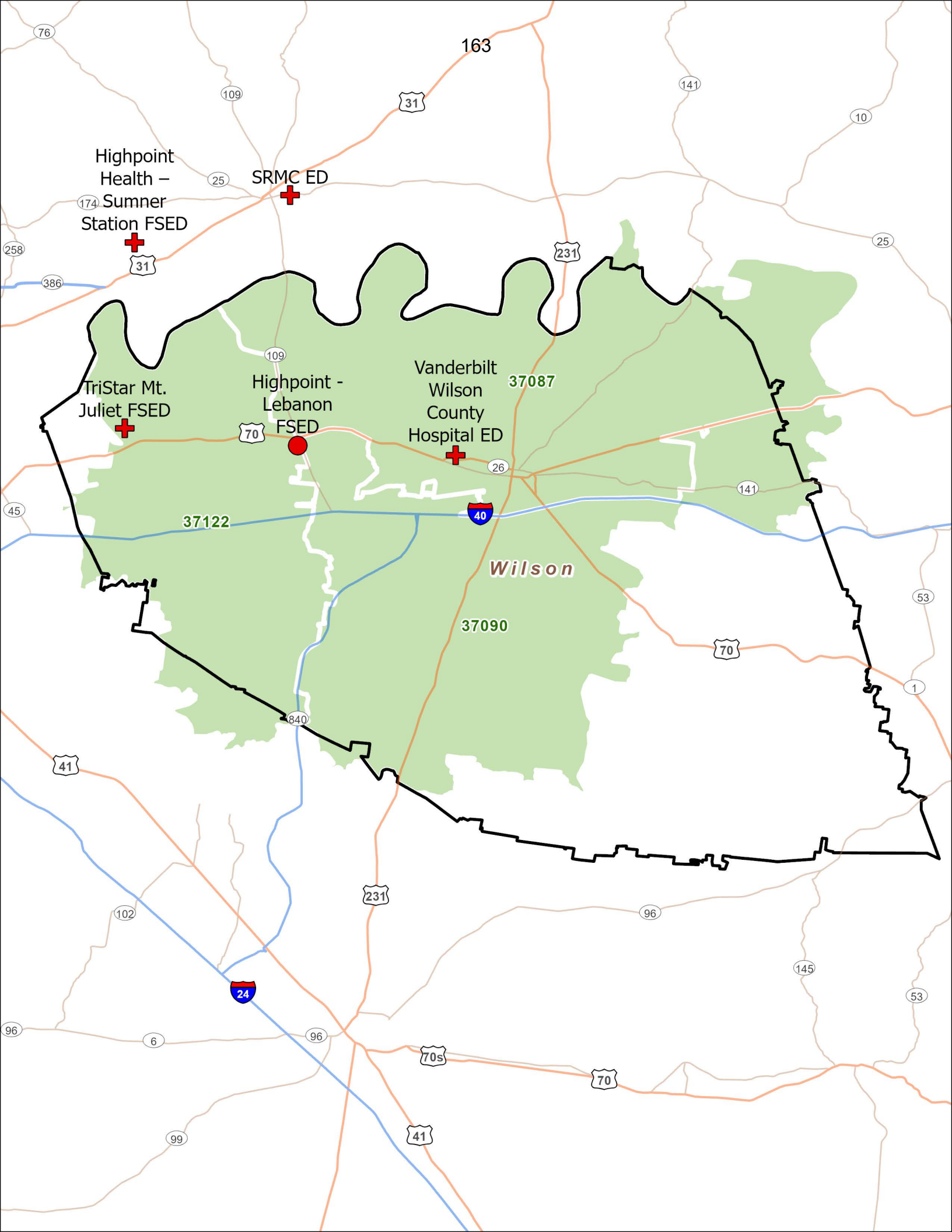
J. Michael Grooms  
SVP, Chief Accounting Officer

<u>Space Name</u>	<u>Equipment Type</u>	<u>Vendor</u>	<u>Model</u>	<u>Qty</u>	<u>QR</u>	<u>PI</u>	<u>Unit Price</u>	<u>Total</u>
CT	CT Scanner - 64 or 248	GE		1			\$ 1,000,000	\$ 1,000,000
DIAGNOSTIC XRAY	Radiographic Unit	GE		1			\$ 500,000	\$ 500,000
EQUIP STORAGE	Ultrasound, POC	GE or Sonosite		1			\$ 75,000	\$ 75,000
EQUIPMENT ALCOVE	C-ARM, Mini			1			\$ 175,000	\$ 175,000
EQUIPMENT ALCOVE	Radiographic, Portable	Digital		1			\$ 300,000	\$ 300,000
EQUIPMENT ALCOVE	Ultrasound, Diagnostic	Mindray		1			\$ 200,000	\$ 200,000
MEDS	Medication Dispensing	Omniceil	Main, Supply and Auxillary	1			\$ 200,000	\$ 200,000
NURSE STATION	Monitoring, Central and Gateway Network	GE	Gateway	1			\$ 175,000	\$ 175,000
TRAUMA	Ventilator, Transport	Getinge		1			\$ 55,000	\$ 55,000

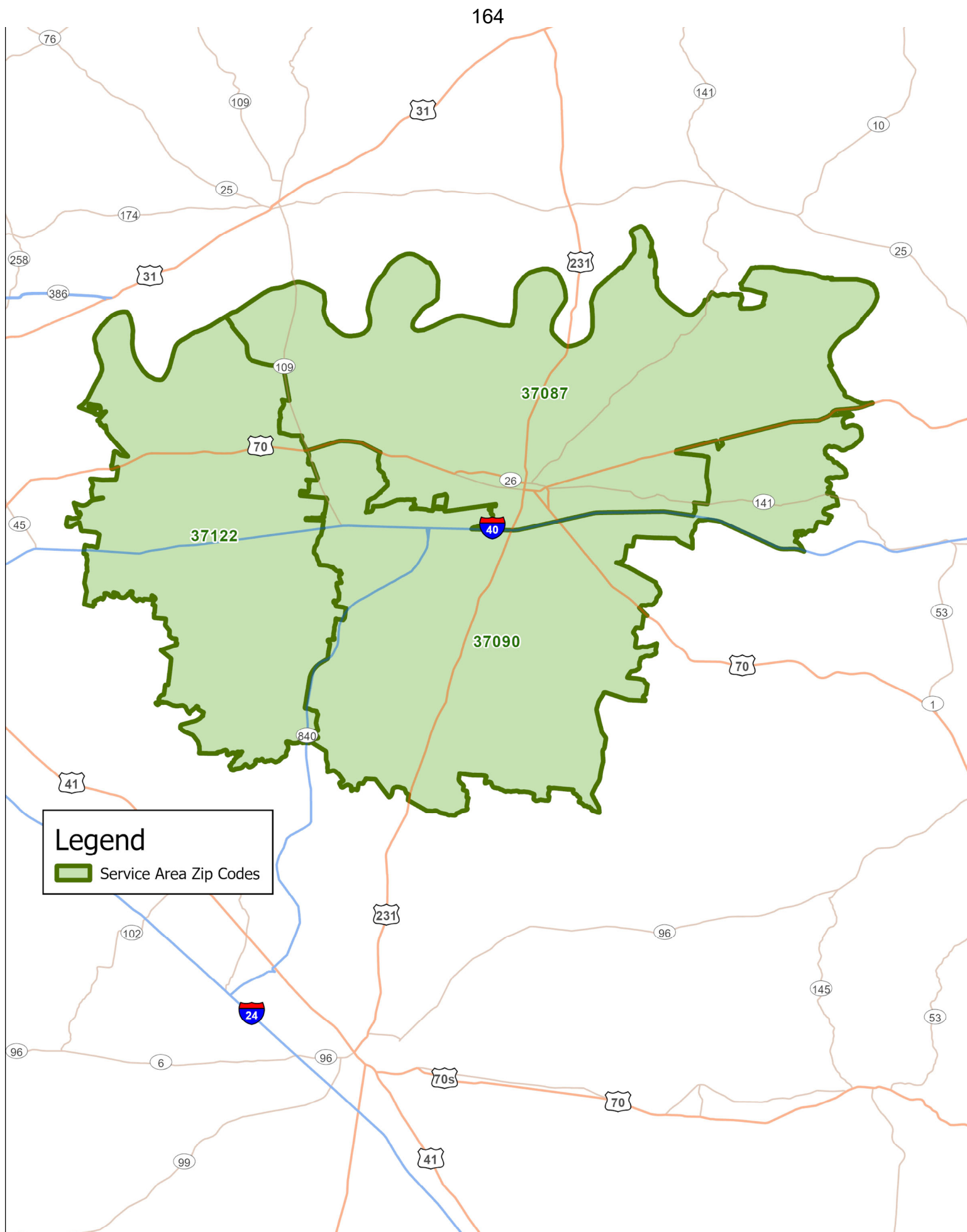
## **Attachment 2N**

## TENNESSEE COUNTY MAP











## Attachment 3NR2

Demographic Variable/Geographic Area	Department of Health/Health Statistics							Census Bureau				TennCare	
	Total Population-Current Year * 2025	Total Population-Projected Year 2029	Total Population-% Change	*Target Population-Current Year 2025	Target Population-Project Year 2029	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 2025	TennCare Enrollees as % of Total
Wilson County	171,708	187,530	9.2%	171,708	187,530	9.2%	100.0%	40.3	\$94,048	11,333	6.6%	21,897	12.8%
County Service Area Subtotal	171,708	187,530	9.2%	171,708	187,530	9.2%	100.0%	40.3	\$94,048	11,333	6.6%	21,897	12.8%
37087 (Lebanon)	69,746	77,472	11.1%	69,746	77,472	11.1%	100.0%	N/A	\$71,320	9,764	14.0%	N/A	N/A
37090 (Lebanon)	58,993	65,803	11.5%	58,993	65,803	11.5%	100.0%						
37122 (Mt. Juliet)	71,131	75,746	6.5%	71,131	75,746	6.5%	100.0%		\$107,847	2,916	4.1%	N/A	N/A
ZIP Code Service Area Subtotal	199,870	219,021	9.6%	199,870	219,021	9.6%	100.0%	N/A	N/A	12,681	6.3%	N/A	N/A
State of TN Total	7,178,623	7,382,120	2.8%	7,178,623	7,382,120	2.8%	100.0%	39.1	\$67,097	1,005,007	14.0%	1,410,040	19.6%

Source (County Population): Current Year = 2025, Projected Year = 2029 <https://myutk.maps.arcgis.com/apps/dashboards/e394a78a6c754af7b6da1a771acc3b26>

Source (Zip Code Population): Esri, 2024 and 2029. Interpolated for 2025 from CAGR 2024-2029.

Source (TennCare): February 2025 Enrollment Data <https://www.tn.gov/tenncare/information-statistics/enrollment-data.html>

Source (Census): <https://www.census.gov/quickfacts/fact/table/US/PST045219>

Zip code data on age, income and poverty level is for the zip code's largest city (if available) because the data is not published for an entire zip code

Source (Median Age): <https://data.census.gov/table/ACSST1Y2023.S0101?g=040XX00US47>

## **Attachment 1C**

1C

**PATIENT TRANSFER AGREEMENT**

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

**RECITALS:**

- A. Hospital and Transferor each operate health care entities located in Tennessee.
- B. Saint Thomas Health is a health system which includes eight hospital campuses serving the Middle Tennessee area: Saint Thomas Midtown Hospital, Saint Thomas West Hospital, Saint Thomas Rutherford Hospital, Saint Thomas Hickman Hospital, Saint Thomas DeKalb Hospital, Saint Thomas Highlands Hospital, Saint Thomas River Park Hospital and Saint Thomas Stones River Hospital.

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

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

1. **Term and Termination.**

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

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

2. **Transfer.**

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

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

- (ii) essential identifying and administrative information.
- (b) Transferor shall also perform the following:
  - (i) notify Hospital of the impending transfer;
  - (ii) receive confirmation that Hospital can accept the patient, and that a Hospital medical staff physician has done so;
  - (iii) obtain patient's consent to the transfer; and
  - (iv) arrange for the transportation of the patient, including mode of transportation and the provision of one or more health care practitioners as necessary.

3. Readmission of Patient

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

4. Relationship of the Parties.

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

(b)

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

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

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

5. Patient Billing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. **Miscellaneous.**

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

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

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

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

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

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

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

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

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

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

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


[Signatures on Following Page]



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

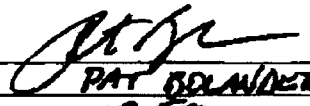
**HOSPITAL:**

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

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

**TRANSFEROR:**

Sumner Regional Medical Center, LLC

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

## **Attachment 2C**

**Highpoint Sumner**  
**Contracted Group Healthplans and Networks**

**Aetna**

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

**Blue Cross**

Network S  
 Network P  
 Out of State

**Cigna**

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

**Greatwest Life**

HMO  
 PPO

**Exchange Plans**

Ambetter  
 Ascension  
 Blue Cross PPO  
 Blue Cross Select  
 Humana  
 Oscar

**Medicare Advantage Plans**

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

**TennCare**

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

**United Healthcare**

Choice Plus  
 Golden Rule  
 Navigate  
 Options PPO  
 Oxford  
 River Valley  
 Surest

**United Medical Resources**

Great West  
 The TN Plan  
 United Healthcare Choice

**Multiplan****PHCS**

Provider Network of America  
 Signature Health Alliance

### Comparison of SRMC and TriStar Agreed Upon Rates

CPT	SRMC Minimum*	TriStar Summit Medical Center Minimum**
99281	\$77.73	\$187.00
99282	\$143.20	\$275.00
99283	\$249.81	\$745.00
99284	\$387.79	\$957.00
99285	\$562.38	\$1,664.00

\*SRMC minimums are all workers comp (Amerigroup)

\*\*TriStar minimums are all Ambetter plans

CPT	SRMC Maximum	TriStar Summit Medical Center Maximum
99281	\$684.97	\$1,717.00
99282	\$1,235.70	\$1,717.00
99283	\$2,060.81	\$2,822.00
99284	\$2,835.30	\$3,899.00
99285	\$4,170.24	\$4,156.00

SRMC Data Source: <https://www.highpointhealthsystem.com/hospital-charges-listing>

TriStar Data Source: <https://www.tristarhealth.com/patient-resources/patient-financial-resources/pricing-transparency-cms-required-file-of-standard-charges>

Note: The data for Vanderbilt available at <https://www.vumc.org/pricetransparency> was not accessible (would not load) as of 6/20/25

### Comparison of SRMC, Vanderbilt, and TriStar Average Billed Charges from CMS OPSAF

CPT	SRMC Average	Vanderbilt Wilson Hospital Average	TriStar Summit Medical Center Average
99281	\$611.58	\$476.67	\$527.63
99282	\$1,103.30	\$951.26	\$742.10
99283	\$1,840.01	\$1,654.11	\$1,667.61
99284	\$2,531.52	\$2,707.63	\$2,880.06
99285	\$3,723.43	\$3,299.88	\$3,757.06

Source: CMS Outpatient Standard Analytical File, 2023

### Medicare Allowable Amounts

Level of Emergency Visit	Descriptor	Current Medicare Allowable
99281	straight forward; very minor	\$84.33
99282	straight forward; self-limited or minor	\$151.66
99283	low to moderate severity	\$265.18
99284	high severity; urgent evaluation	\$407.81
99285	high severity; immediate threat to life or function	\$587.17

Source: CMS Fee Schedules. Available at: <https://www.cms.gov/medicare/payment/fee-schedules>

## **Attachment 3Q**



# State of Tennessee

## Health Facilities Commission

### Board for Licensing Health Care Facilities

License No. 116  
No. Beds 167

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

The license shall expire June 25, 2026 and is subject to the provisions of Chapter 11, Tennessee Code Annotated. This license shall not be assignable or transferable and shall be subject to revocation at any time by the Health Facilities Commission, for failure to comply with the laws of the State of Tennessee or the rules and regulations of the Health Facilities Commission issued thereunder.

In Witness Whereof, we have hereunto set our hand and seal of the State  
this 21st day May, 2025.



GENERAL HOSPITAL  
PEDIATRIC GENERAL HOSPITAL  
STEMI-REFERRING CENTER  
TRAUMA CENTER LEVEL 3

By Caroline R. [Signature], Esq., C.H.C.  
Director, Licensure & Regulation

By [Signature]  
Executive Director

**COPY**

# **Civil Monetary Penalties**

**Civil Monetary Penalties**

The “yes” response to “Civil monetary penalties in cases involving a Federal of State health care offense” refers to a 2021 settlement agreement between Ascension Michigan and US Department of Health and Human Services in which there appears to have been no admission of liability. Ascension Michigan has no ownership or operational interest in the applicant and will not be involved in this project.



# KNOW WHERE TO GO

## Urgent Care/Walk-In Clinic

**Go to urgent care if  
you are experiencing:**



Highpoint Health with Ascension Saint Thomas

Need care quickly? Know where to go! Urgent care centers and walk-in clinics are the place to go for treating injuries and illnesses that need immedia... See more

# KNOW WHERE TO GO

## Emergency Care

**Dial 911 or go  
immediately to the  
emergency room for:**



Highpoint Health with Ascension Saint Thomas

Know where to go in an emergency situation! In the event of a severe or life-threatening condition, call 9-1-1 or visit the nearest emergency room.

# Do You Know Where to Go?

Primary Care, Walk-in Clinics  
or **Emergency Care**

**Emergency room visits should be reserved for situations that could result in loss of life or limb if not treated immediately. Dial 9-1-1 or go immediately to the emergency room for:**

- Symptoms of heart disease, including chest pain
- Severe shortness of breath
- Warning signs of stroke, including numbness in face, arms and legs
- Severe bleeding or bleeding that doesn't stop
- Poisoning
- Head injuries
- Suicide attempts or thoughts

# Do You Know Where to Go?

Primary Care, **Walk-in Clinics**  
or Emergency Care

**Walk-in clinics offer quick, effective care for minor injuries or illnesses needing attending when your primary care provider is unavailable. No appointment is needed. Visit walk-in clinics for:**

- Minor cuts, burns and wounds
- Minor injuries, infections or irritations
- Severe cold and flu symptoms
- Sprains
- Persistent fever
- Other non-life-threatening but urgent needs

# Do You Know Where to Go?

**Primary Care,** Walk-in Clinics  
or Emergency Care

**Primary care is your regular trusted provider or provider group. Visit primary care for:**

- Annual exams and screenings
- Immunizations
- Chronic disease
- Prenatal care
- Earaches/colds/fevers
- Non-urgent healthcare needs



**Project Name :** Sumner Regional Medical Center

**Supplemental Round Name :** 1

**Certificate No. :** CN2506-020

**Due Date :** 7/11/2025

**Submitted Date :** 7/10/2025

### 1. 3A. Proof of Publication

Please attach an affidavit or copy of the tear sheet for the published newspaper.

**Response :** The affidavit of publication is attached as Additional Document 4.

### 2. 4A. Purpose of Review

Please check Establishment of a New Health Care Institution in response to Item 4A.

**Response :** Establishment of a New Health Care Institution has been checked.

### 3. 10A. Floor Plan

Will the proposed facility include a helipad?

**Response :** Yes.

### 4. 1E. Overview

Please clarify whether the capacity gap is specific to the service area of the project or is also intended to reflect capacity challenges at the host hospital's emergency department.

To what extent are residents from the proposed service area currently traveling to Gallatin for emergency or acute care services?

**Response :** The capacity gap is specific to the service area. As documented in the original filing, the existing ED providers in Wilson County are operating above capacity. The proposed project is not intended to reflect capacity challenges at the host hospital's emergency department.

As documented on page 40 of the original Attachment 1N, in 2024, SRMC provided ED services to 617 service area patients. As shown in SRMC's 2024 Joint Annual Report submission, 185 Wilson County residents were admitted to SRMC, accounting for 907 inpatient days of care.

**5. 2N. Service Area**

Please provide a more detailed discussion about the reasonableness of the proposed service area.

Are patients currently utilizing the host hospital?

Are patients projected to travel from Lebanon and Mt Juliet to access this FSED? How is the utilization of the proposed facility projected to be split between these two Wilson County population centers?

What is the distance to the nearest acute care hospitals?

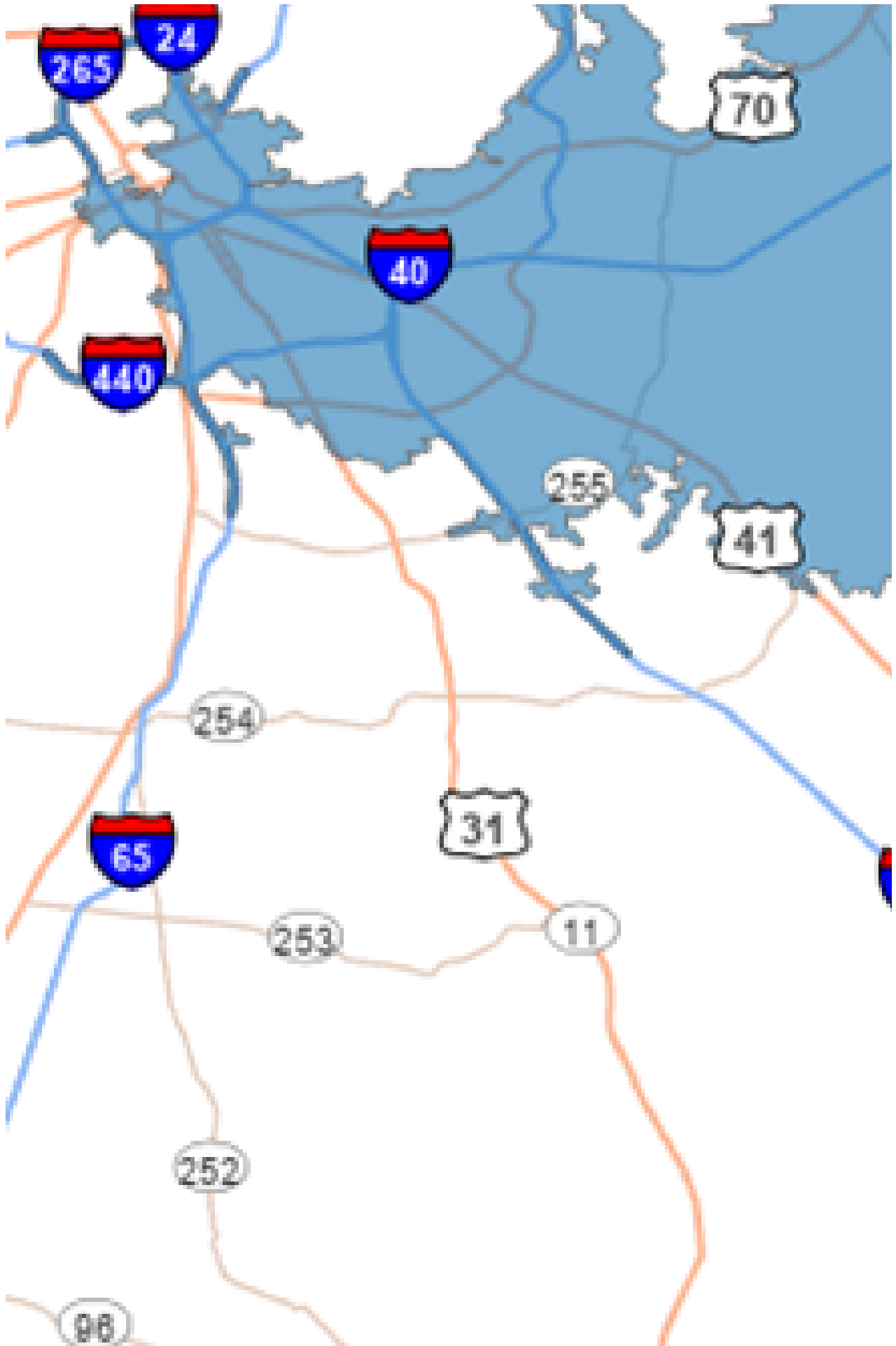
Are there other ancillary services affiliated with the applicant in the area?

**Response Discussion of Reasonableness of the Proposed Service Area**

:  
The proposed service area is three Wilson County zip codes: 37122, 37090 and 37087. As shown in the proposed FSED is located on major area thoroughfares that make the service area easily accessible







According to data from the U.S. Census, the three zip codes encompass 455.6 square miles.<sup>[1]</sup> As

The proposed service area also considers patient destination patterns among residents of the three zip codes for emergency care.

Finally, the proposed service area also considers areas that are expected to experience rapid growth and will provide an additional site of emergency care for the area's rapidly growing population. Gi

<sup>[1]</sup> U.S. Census. OnTheMap. Accessed July 7, 2025. Available at: <https://onthemap.ces.census.gov>

<sup>[2]</sup> Source: Esri, 2024 & 2029 Demographic Estimates, based on U.S. Census and Esri demographi

### **Patients Using the Host Hospital**

As shown in Table 9A1, the host hospital had over 42,000 ED visits in 2024. The host hospital curi

### **Patients from Lebanon and Mt. Juliet will Access the Proposed FSED**

Patients are projected to travel from Lebanon and Mt. Juliet to access this FSED. The proposed FSED is based on the patient origin for the two existing EDs in the service area—Vanderbilt Wilson County

**2024**

---

## **Patient Zip Code (Residence)**

---

**37087**

---

**37122**

---

**37090**

---

***Service Area Subtotal***

---

# Visits from Outside Service Area

---

## Total ED Visits

---

*Source: Tennessee Hospital Association*

The table below demonstrates that the vast majority of the two existing providers' ED visits are from

# 2024 Patient C

Patient Zip C
37087
37122
37090
Service Area Subto
Visits from Outside
Total ED Visits

# Source: Tennessee Hospital

It is not possible to predict the exact patient origin for Highpoint Health – Lebanon FSED’s patient zip code of 37087 and its location at the intersection of all three zip codes, the applicant believes th

# Projected ED'

Patient Z
37087
37122
37090
Service Area Subto
Visits <u>from</u> Outside
Total ED Visits

[1] Google Maps. Accessed July 7, 2025. Available at:  
<https://www.google.com/maps/dir/Mt.+Juliet,+Tennessee/3320+TN-109,+Lebanon,+TN+37087/@>

### Distance to Nearest Acute Care Hospital

Vanderbilt Wilson County Hospital is the closest acute care hospital and is located approximately 6

### Other Ancillary Services

There are no other ancillary services affiliated with the applicant in the area.

### 6. 2N. Service Area

Please provide drive times and distances to all emergency departments in Wilson County, the host hospital, and the proposed FSED facility.

Are there any population centers in Wilson County for whom this FSED will be the closest option?

Please complete a ZIP Code level Historical Utilization Chart based on the ED utilization from the service area at the host hospital.

Please complete a Projected Utilization Chart for the proposed FSED in response to Item 2N of the main application.

**Response : Question :Please provide drive times and distances to all emergency departments in Wilson County, the host hospital, and the proposed FSED facility.**

The table below shows drive times, in minutes, from service area zip codes and major cities to the existing EDs, the host hospital and the proposed FSED.

Location	Address	SA ZIP 37087 Lebanon	SA ZIP 37090 Lebanon	SA ZIP 37122 Mount Juliet	Lebanon	Mount Juliet
<i>Wilson County FSEDs</i>						
Vanderbilt Wilson County Hospital	1411 W. Baddour Parkway, Lebanon, TN 37087	11.0	29.0	22.0	11.0	23.0
TriStar Mt. Juliet FSED	100 Summit Blvd, Mt. Juliet, TN 37122	26.0	25.0	6.0	15.0	8.0
<i>Host Hospital</i>						
Sumner Regional Medical Center	555 Hartsville Pike, Gallatin, TN 37066	24.0	43.0	31.0	33.0	31.0
<i>Proposed FSED</i>						
HighPoint - Lebanon FSED	3270 TN-109 N, Lebanon, TN 37090	21.0	26.0	13.0	17.0	14.0

The table below shows driving distances, in miles from service area zip codes and major cities to the existing EDs, the host hospital and the proposed FSED.



Location	Address	SA ZIP 37087 Lebanon	SA ZIP 37090 Lebanon	SA ZIP 37122 Mount Juliet	Lebanon	Mount Juliet
<i>Wilson County FSEDs</i>						
Vanderbilt Wilson County Hospital	1411 W. Baddour Parkway, Lebanon, TN 37087	5.5	13.7	12.8	5.5	12.6
TriStar Mt. Juliet FSED	100 Summit Blvd, Mt. Juliet, TN 37122	16.0	13.5	2.1	11.2	4.5
<i>Host Hospital</i>						
Sumner Regional Medical Center	555 Hartsville Pike, Gallatin, TN 37066	18.5	26.8	18.9	19.2	17.6
<i>Proposed FSED</i>						
HighPoint - Lebanon FSED	3270 TN-109 N, Lebanon, TN 37090	11.9	15.1	7.1	8.6	7.3

Source: Google Maps

The proposed FSED is located between Tri Star Mt. Juliet and Vanderbilt Wilson County hospitals. The proposed FSED is not closer by driving distance to the three service area zip code centers, as provided in Google Maps. However, the proposed FSED will offer a new location for ED care between the two existing facilities and will be more easily accessible for some residents who live in the drive time area closest to the proposed FSED, as provided in the original filing.

**Please complete a ZIP Code level Historical Utilization Chart based on the ED utilization from the service area at the host hospital.**

The table below shows visits for the nine zip codes accounting for the most volume at SRMC, as well as the three service area zip codes. The table relies on data from the Tennessee Hospital Association.

ZIP Code/County	Facility	2022 ED Visits	2023 ED Visits	2024 ED Visits	% Change
37066 - Gallatin, TN	SRMC	21,807	21,665	22,941	5.2%
37075 - Hendersonville, TN	SRMC	2,833	3,140	3,345	18.1%
37148 - Portland, TN	SRMC	2,779	2,848	3,113	12.0%
37186 - Westmoreland, TN	SRMC	2,252	2,430	2,441	8.4%
37022 - Bethpage, TN	SRMC	1,540	1,550	1,585	2.9%
37083 - Lafayette, TN	SRMC	1,306	1,388	1,397	7.0%
37031 - Castalian Springs, TN	SRMC	1,213	1,206	1,251	3.1%
37074 - Hartsville, TN	SRMC	1,022	958	1,000	-2.2%
37048 - <u>Cottontown</u> , TN	SRMC	521	537	604	15.9%
37087 - Lebanon, TN	SRMC	438	491	491	12.1%
37122 - Mount Juliet, TN	SRMC	86	93	78	-9.3%
37090 - Lebanon, TN	SRMC	53	52	48	-9.4%
<i>Other Areas</i>	SRMC	3,486	3,591	3,931	12.8%
<b>TOTAL</b>	SRMC	39,336	39,949	42,225	7.3%

**Please complete a Projected Utilization Chart for the proposed FSED in response to Item 2N of the main application.**

Please see the revised response to Item 2N. For ease of reference, projected ED visits by patient zip code for the first two years of the proposed FSED's operations are included below.

ZIP Code/County	Facility	2027 ED Visits	2028 ED Visits	% Change
37087	Highpoint Health - Lebanon FSED	3,981	4,279	7.5%
37122	Highpoint Health - Lebanon FSED	2,898	3,114	7.5%
37090	Highpoint Health - Lebanon FSED	1,088	1,169	7.4%
<i>Service Area Subtotal</i>	<i>Highpoint Health - Lebanon FSED</i>	<i>7,967</i>	<i>8,562</i>	<i>7.5%</i>
Visits <u>from</u> Outside Service Area	Highpoint Health - Lebanon FSED	397	426	7.3%
Total ED Visits	Highpoint Health - Lebanon FSED	8,364	8,988	7.5%

It is not possible to predict the exact patient origin for Highpoint Health – Lebanon FSED’s patients. The proposed FSED will serve all patients who arrive at the ED, regardless of their home zip code. However, given the proposed FSED’s location approximately equidistance between the two existing providers, the patient origin of the two providers, the population distribution between the three zip codes, the facility’s home zip code of 37087 and its location at the intersection of all three zip codes, the applicant believes the overall patient origin for the two existing EDs is a reasonable approximation of the proposed FSED’s patient origin. The table below demonstrates that the vast majority of the two existing providers’ ED visits are from service area residents.

#### 2024 ED Visits to Wilson County EDs, by Patient Zip Code

Patient Zip Code of Residence	Vanderbilt Wilson Hospital	TriStar Summit FSED	Subtotal- Wilson County EDs	ED Providers Outside Wilson County	Total ED Visits
37087	18,310	6,252	24,562	5,198	29,760
37122	2,051	15,823	17,874	5,356	23,230
37090	3,636	3,073	6,709	1,809	8,518
<i>Service Area Subtotal</i>	<i>23,997</i>	<i>25,148</i>	<i>49,145</i>	<i>12,363</i>	<i>61,508</i>
Visits from Outside Svc Area	1,572	874	2,446	120,428	122,874
<b>Total ED Visits</b>	<b>25,569</b>	<b>26,022</b>	<b>51,591</b>	<b>132,791</b>	<b>184,382</b>

Source: Tennessee Hospital Association Data

### 7. 3N. Demographics

Please describe the demographics of the population to be served by the proposal.

The Total Population in Wilson County for 2025 and 2029 appears to be incorrect in Attachment 3N.

Please revise and resubmit Attachment 3N (labeled as Attachment 3NR).

**Response : Demographics**

The proposed FSED will serve all patients who arrive at the facility, regardless of age, patient origin, insurer, ability to pay or diagnosis. Any patients who require services which the proposed FSED is not equipped to provide will be transferred to the most appropriate hospital or facility of the patient's choosing.

The primary service area consists of zip codes 37087, 37090, and 37122. The applicant expects approximately 95% of its patients will come from the three service area zip codes. This area has a rapidly growing population. These three zip codes are home to 116,748 adult residents. The service area is growing rapidly, and will be home to over 132,000 adult residents by 2029 (over 13% growth from 2024). The service area is also experiencing rapid growth among its residents 65 and older. This demographic group is expected to grow 26% from 2024 to 2029.

The City of Lebanon, where the proposed FSED is located, was the twelfth fastest-growing city in the US between 2022 and 2023, growing by 8.9% in just one year.<sup>[1]</sup> From 2024 to 2029, Tennessee's total population is projected to grow by 4%, while Wilson County's will rise by 11% (18,145 new residents) and the City of Lebanon's will increase by 18% (8,451 new residents).<sup>[2]</sup>

<sup>[1]</sup> "Top Fastest-Growing Cities," US Census Bureau, May 16, 2024, <https://www.census.gov/library/visualizations/2024/comm/fastest-growing-cities.html>.

<sup>[2]</sup> Esri, 2024 & 2029 Demographic Estimates, based on US Census and Esri demographic modeling.

**Attachment 3N**

See Attachment 3NR which corrects the noted error.

**8. 6N. Utilization and/or Occupancy Statistics**

Provide applicable utilization and/or occupancy statistics for your institution services for each of the past three years (for the host hospital ER) and the project annual utilization for each of the two years following completion of the project (for the proposed FSED).

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.

What percentage of emergency room patients are expected to transfer for inpatient care?

What are the acuity levels projected to be served (CPT 99281-99285) based on historical experience at other EDs/FSEDs affiliated with the applicant, and the host hospital?

**Response : Utilization at Host Hospital ER and Projected Utilization**

The table below shows visits for the nine zip codes accounting for the most volume at SRMC, as well as the three service area zip codes. The table relies on data from the Tennessee Hospital Association.

<b>ZIP Code/County</b>	<b>Facility</b>	<b>2022 ED Visits</b>	<b>2023 ED Visits</b>	<b>2024 ED Visits</b>	<b>% Change</b>
37066 - Gallatin, TN	SRMC	21,807	21,665	22,941	5.2%
37075 - Hendersonville, TN	SRMC	2,833	3,140	3,345	18.1%
37148 - Portland, TN	SRMC	2,779	2,848	3,113	12.0%
37186 - Westmoreland, TN	SRMC	2,252	2,430	2,441	8.4%
37022 - Bethpage, TN	SRMC	1,540	1,550	1,585	2.9%
37083 - Lafayette, TN	SRMC	1,306	1,388	1,397	7.0%
37031 - Castalian Springs, TN	SRMC	1,213	1,206	1,251	3.1%
37074 - Hartsville, TN	SRMC	1,022	958	1,000	-2.2%
37048 - <u>Cottontown</u> , TN	SRMC	521	537	604	15.9%
37087 - Lebanon, TN	SRMC	438	491	491	12.1%
37122 - Mount Juliet, TN	SRMC	86	93	78	-9.3%
37090 - Lebanon, TN	SRMC	53	52	48	-9.4%
<i>Other Areas</i>	SRMC	3,486	3,591	3,931	12.8%
<b>TOTAL</b>	SRMC	39,336	39,949	42,225	7.3%

The table below shows the projected utilization by ZIP Code for Highpoint Health-Lebanon FSED

**Item 6N - Applicant Projected Utilization (Year 1 and Year 2)**

ZIP Code/County	Facility	2027 ED Visits	2028 ED Visits	% Change
37087	Highpoint Health - Lebanon FSED	3,981	4,279	7.5%
37122	Highpoint Health - Lebanon FSED	2,898	3,114	7.5%
37090	Highpoint Health - Lebanon FSED	1,088	1,169	7.4%
<i>Service Area Subtotal</i>	<i>Highpoint Health - Lebanon FSED</i>	<i>7,967</i>	<i>8,562</i>	<i>7.5%</i>
Visits <u>from</u> Outside Service Area	Highpoint Health - Lebanon FSED	397	426	7.3%
Total ED Visits	Highpoint Health - Lebanon FSED	8,364	8,988	7.5%

**Methodology**

The projected ED visits at Highpoint Health – Sumner FSED are based on the historical growth of ED visits at Wilson County ED facilities, and a modest market share. The sections below outline the steps used to project ED visits at Highpoint Health – Sumner FSED in the first two years of operations.

**Step 1**

The first step in projecting future ED visits at Wilson County EDs was to calculate the historical growth in ED visits. The table shows the number of ED visits from 2018-2023 at the two existing EDs—TriStar Mt. Juliet FSED and Vanderbilt Wilson County Hospital. As the table shows, the two area EDs have been experiencing rapid growth, with the compound annual growth rate (CAGR) for the two facilities combine at nearly 10% for the period.

**Growth at Wilson County EDs, 2018-2023**

Provider	2018	2019	2020	2021	2022	2023	Growth 2019- 2023	CAGR 2019- 2023
Mt. Juliet FSED	512	11,120	11,328	15,159	19,008	20,683	86%	16.8%
Vanderbilt Wilson County Hospital	25,279	24,641	25,330	23,565	29,249	31,579	28%	6.4%
Total	25,791	35,761	36,658	38,724	48,257	52,262	46%	9.9%

Source: Joint Annual Reports

**Step 2**

To provide a conservative projection of ED volume at area hospitals in future years, the applicant reduced the historical CAGR by 25% to project ED visits from 2024-2028 (project year 2). The table below shows the total ED visits in the market using a 7.5% CAGR.

	2024	2025	2026	2027	2028
<b>Total ED Visits to Wilson County Providers</b>	56,162	60,353	64,857	69,697	74,898

Source: Step 1

### Step 3

To project ED visits at Highpoint Health – Lebanon FSED, the applicant adopted a market share of 12% for its first two years of operations. This is a conservative assumption, given the market share TriStar Mt. Juliet FSED achieved in its first two full years of operations. As shown in the table below, TriStar Mt. Juliet FSED, which opened in late 2018, achieved a 31% market share in its first and second years of operations.

#### Market Share of ED Visits at Wilson County Facilities, 2018-2023

	2018	2019	2020	2021	2022	2023
Mt Juliet FSED	2%	31%	31%	39%	39%	40%
Vanderbilt Wilson County Hospital	98%	69%	69%	61%	61%	60%

Source: Step 1/Joint Annual Reports

The table below shows the projected visits at Highpoint Health – Lebanon FSED using a 12% market share in years one and two. For ease of reference, the table provides the total market visits calculated in Step 2. As shown in the table, the proposed FSED projects 8,364 visits in its first year and 8,988 visits in its second year. This is a conservative projection, as it assumes a smaller market share and fewer visits than TriStar Mt. Juliet achieved in its first two years of operations. It is also conservative given the rapid historical growth of ED visits in the service area.

	2024	2025	2026	2027	2028
<b>Total Visits <u>at</u> Wilson County EDs</b>	56,162	60,353	64,857	69,697	74,898
Highpoint Market Share	-	-	-	12%	12%
Highpoint Health -Lebanon Visits	-	-	-	8,364	8,988

Source: Step 2

## Transfers to Inpatient Care

The Applicant projects approximately 6-7% of patients will receive inpatient care, either at the host hospital or another area acute care hospital. As a point of reference, 6.8% (1,412 or 20,691) of patients treated at TriStar Mt. Juliet FSED received inpatient care, either at the host hospital or another acute care facility.

## Acuity Levels

The table below reflects the percent of ED visits at Sumner Station by Level/CPT code for 2021-2024. As the table shows, Level 3 and Level 4 visits accounted for the majority of ED visits in every year at Sumner Station. The applicant expects the same to be true at the proposed FSED. The applicant projects that the mix of patients at Highpoint Health – Lebanon FSED will be similar to the overall 2021-2024 percent by level experienced at Sumner Station.

**Sumner Station Percent of ED Visits by CPT Code/Level, 2021-2024**

Level	CPT Code	2021	2022	2023	2024	Overall % by Level
Level 1	99281	1.0%	1.7%	1.4%	1.4%	1.4%
Level 2	99282	6.1%	6.4%	7.7%	8.7%	7.3%
Level 3	99283	29.2%	30.8%	32.9%	36.5%	32.6%
Level 4	99284	40.8%	41.2%	39.0%	35.0%	38.9%
Level 5	99285	22.8%	19.9%	19.0%	18.4%	19.9%

Source: Internal Data

## 9. 7N. Outstanding CoN

Please confirm that the updates for the following are accurate as previous updates have indicated that the CONs were being relinquished:

Ascension River Park Cath Lab CN2202-005A

Relocation of the Providence Surgery Center CN1903-008A

Please remove any CON projects which are no longer outstanding from the response to Item 7N.

**Response :** That is correct, those two CONs have been relinquished. Question 7N has been revised.

### **10. 3C. Effects of Competition and/or Duplication**

Have any of the existing emergency departments bene on EMS diversion status in the past year?

Is the Blue Care Plan S available at Vanderbilt Wilson County Hospital? Are there any other plans that the applicant maintains as in-network that either of the two primary hospitals do not accept?

Please discuss the limitations in access to emergency care vs. inpatient care that result from a hospital being out of network for an insurance plan.

Can the applicant provide any specific comparative measures related to patient satisfaction, rapid service delivery, and clinical outcomes compared to existing providers as referenced?

**Response : Question :Have any of the existing emergency departments bene on EMS diversion status in the past year?**

The applicant has contacted Wilson County EMS to request this information, but has not yet received it. The applicant was unable to find any data on diversion status in the HRTS data.

**Is the Blue Care Plan S available at Vanderbilt Wilson County Hospital? Are there any other plans that the applicant maintains as in-network that either of the two primary hospitals do not accept?**

Blue Care Plan S is available at Vanderbilt Wilson County Hospital. However, Vanderbilt Wilson County Hospital is out of network with BlueCare Plus Medicare Advantage.

**Please discuss the limitations in access to emergency care vs. inpatient care that result from a hospital being out of network for an insurance plan.**

Under EMTALA, all hospitals are required to provide treatment for an emergency medical condition, regardless of an individual's ability to pay or their insurer. Many patients who receive treatment for an emergency medical condition require follow-up care after their discharge. These patients will benefit from being able to receive follow-up care from the same healthcare system, for continuity of care. Patients who receive care at an emergency facility that does not accept their insurance plan may not be able to receive follow-up or



referrals to specialist care from the same provider network. patients Benefits of our app: Most patients who receive ED care require follow-up after discharge.

**Can the applicant provide any specific comparative measures related to patient satisfaction, rapid service delivery, and clinical outcomes compared to existing providers as referenced?**

As shown in Attachment 1NR, SRMC's median time from ED arrival to ED departure of is 151 minutes, which is faster than Vanderbilt Wilson County Hospital's 178 minutes.

# **11. 5C. License/Certification**

Please discuss clinical leadership, physician supervision, quality assurance policies and programs, utilization review policies and programs, record keeping, clinical staffing requirements, and staff education.

**Response : Clinical Leadership and Physician Supervision:** The medical director for the FSED will be Dr. Zachariah Ramsey The FSED will be staffed 24/7 with Board-Certified or Board-Eligible emergency physicians.

**Quality Assurance Policies and Programs:** Highpoint Health – Lebanon FSED will operate under SRMC's Quality Improvement Plan. The purpose of the Quality Improvement Plan is to provide an organizational framework and functional strategies to be used in coordinating the design, measurement, assessment, continuous monitoring and evaluation to improve the quality of clinical and operation processes. Part of the quality initiatives are the responsibility of the Board of Trustees and hospital leadership including medical staff leaders and medical staff. Clinical risk management, safety management, utilization management and infection control are essential components of the improvement process. SRMC uses the The Plan, Do, Check, Act (PDCA) model as a framework for the improvement process. PDCA is a dynamic model which is continuous and can always be reanalyzed.

**Accreditations:** The Emergency Room at Sumner Station has earned Chest Pain Center Certification from the American College of Cardiology. Chest Pain Center Certification shows dedication and expertise in evaluating, diagnosing, and treatment of patients with urgent cardiac problems. This certification means these facilities have processes and protocols to provide excellence in community outreach, pre-hospital care, early stabilization and acute care, transitional care, clinical quality and more. The Highpoint Health -Lebanon FSED will seek this certification also.

**Utilization Review:** Highpoint Health-Lebanon FSED is committed to the provision of high-quality patient care, while promoting appropriate and efficient utilization of system resources. The proposed FSED will operate under SRMC's Utilization Review Plan, which is in accordance with the requirements of Health and Human Services Conditions of

Participation, Centers for Medicare and Medicaid Services guidelines and Standards of The Joint Commission.

SRMC's Board of Trustees has ultimate responsibility for the review of quality, appropriateness, and medical necessity of admissions, continued stays, and supportive services. It delegates specific functions to the Medical Staff to develop and implement a comprehensive Utilization Management Plan. The Utilization Management Plan is under the direction of the Utilization Management Committee.

**Clinical Staffing Plan:** Nurse-patient assignments help coordinate daily unit activities, matching nurses with patients to meet unit and patient needs for a specific length of time. They take into consideration safety measures, skill mix/competency and acuity. Clinical staffing plans are evaluated and re-evaluated throughout the shift for appropriateness.

**Staff Education and Training:** The Orientation, Training and Education Plan is developed from the following primary components: New Employee Orientation, Nurse, Orientation, Learning Management System, Clinical Documentation Training, and Departmental Unit Specific Orientation. Education utilizes topics that include but are not limited to Quality of Care, Organizational Culture, Safety and Security and Performance Expectations.

## 12. 6C. Historical/Projected Data Chart

Please complete a Historical for the host hospital's emergency services as well as a Projected Data Chart for the proposed project.

**Response :** The Historical and Projected Data Charts have been completed for the host hospital's emergency services.

## 13. 7C. Calculated Project Charges

Please respond to Item 6C in order to calculate Item 7C of the application.

**Response :** Item 6C has been added.

## 14. 10C. Project Only Payor Mix

Please respond to Item 10C - Payor Mix Chart which is not completed.

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

**Response :** Highpoint Health – Lebanon FSED will participate in Medicare and TennCare. All three groups will be served. The FSED, like its host hospital, will be in all applicable State and Federal revenue programs. Its projected payor mix of gross revenues for its first two years are Medicare 26.06%, TennCare/Medicaid 21.81%, Commercial 23.82%, Self-Pay 10.24%, and other sources 18.07%. Its charity care will be approximately 5.3% of gross revenues.

#### 15. 8Q. Staffing

Please complete the required staffing chart.

**Response :** The staffing chart has been completed.

#### 16. 1N. Criteria and Standards

##### **Attachment 1N, FSED Criterion #1, Determination of Need, Capacity Challenges/Wait Times**

Please include a map that shows the ZIP Code borders for each of the three proposed service area ZIP Codes.

Page 6 & 7: OP-18 & OP-22 -There appears to be more current data available. Please update the responses to all tables on these pages. Please also list the comparative ED volume classification, i.e. High Volume, Very High Volume, etc. for each hospital.

Page 9: There appears to be a typo in the low range of the ACEP Estimates for Saint Thomas Rutherford Hospital. Please revise.

Please include the FSED facility for TriStar Centennial in the response.

Page 16: Are the behavioral health treatment services provided in-house or through a third-party? How will Mobile Crisis Services be integrated into the FSED services?

Page 17: There appears to be an error in the number of 2019 IP Transfers to Other Acute Care Hospitals, IP Acute Care Transfers Subtotal and Percent of ED Visits Transferred to Acute Care Hospitals for Vanderbilt Wilson County Hospital.

Page 21: There appears to be more current data available for this table. Please update.

**Response :** Please see the revised Attachment 1N.

### **ACEP Estimates for Saint Thomas Rutherford**

The range for Saint Thomas Rutherford Hospital was selected by choosing the closest category of ED visit volume, without going over the historical number of visits. With those parameters, the low range is correct.

### **Behavioral Health Treatment Services**

Behavioral health treatment services for patients under the age of 55 are provided through a third party. Behavioral health treatment services for older adults are provided in-house. SRMC staffs and operates a 12-bed behavioral health unit to provide dedicated inpatient care for older adults, aged 55 and above. The unit offers 24-hour supervised psychiatric treatment and crisis support for mental health issues. Treatment is individualized to each person's needs and delivered with compassion by a care team of experienced professionals. SRMC's team of professionals have experience meeting the unique needs of this older population. Psychiatric services SRMC's staff is trained to provide for older adults include:

- Crisis stabilization
- 24/7 clinical support from licensed behavioral health professionals
- 24/7 medically-staffed environment for continuous patient monitoring
- Medication management
- Individual therapy
- Group counseling
- Discharge planning
- Recreational therapy
- Memory impairment focused therapy

Mobile crisis will be integrated into the FSED services. Currently, ER staff calls mobile crisis providers, who may come on-site, if necessary. Often, the patients are evaluated through tele-health.

## **17. 1N. Criteria and Standards**

### **Attachment 1N, FSED Criterion #3, Relationship to Existing Similar Services in the Area**

Please update the tables in the response to this criterion with HDDS data.

What is the data request number for the HDDS data, date of request, and projected delivery date.

Page 29: The applicant's intent to provide capacity relief, behavioral health resources, improved access to specialty consultation via telemedicine, reduced patient transfers, improved financial accessibility, etc. are noted. Are there any specific resources that the applicant is proposing that will differentiate its services the FSED from the existing service area EDs?

**Response : HDDS Data**

The applicant has requested but not yet received the HDDS data, so cannot update the indicated table at this time.

The applicant made an initial request for data on March 25, 2025 (data request number 35551538). The Department of Health stated that request was complete on May 8, 2025 at which time it provided the applicant with incomplete data. On May 30, the applicant sent the Department of Health a revised request in order to be able to fill out all tables in the FSED guide. On June 6, the Department of Health indicated the request constituted a revised data request, which the applicant acknowledged. Between June 6 and June 18th, the Department and the applicant exchanged emails clarifying the request parameters. On June 23rd, the Department provided a cost estimate which the applicant approved the same day. On July 2nd the Department stated the final invoice for the records would be sent “on or before July 18, 2025.”

**Proposed FSED's Differentiation**

The proposed FSED will be staffed with only Board-Certified and Board-Eligible emergency physicians. Through its host hospital, the FSED will provide geriatric psychiatric coverage from employed physicians. FSED patients can receive telemedicine consults with Highpoint Health’s geriatric psych team and, if needed, can receive inpatient care at the host hospital.

**18. 1N. Criteria and Standards**

**Attachment 1N, FSED Criterion #4, Host Hospital Emergency Department Quality of Care**

Page 32 & 33: There appear to be more current data available for the tables presented. Please revise. Also, two of the hospitals in the first table of Page 33 appear to be Medium Volume (Saint Francis Bartlett Medical Center) and Very High Volume (Johnson City Medical Center) respectively.

**Response :** Please see the revised Attachment 1N.

## 19. 1N. Criteria and Standards

### Attachment 1N, FSED Criterion #5, Appropriate Model for Delivery of Care

Does that applicant have any primary, specialty or urgent care affiliates in the proposed service area?

Page 35: The value of the addition of a transfer destination choice is noted. Please discuss the appropriateness of FSED model given the number of service area residents currently out-migrating from Wilson County to the Host Hospital in Sumner County which appears to be limited. Does the applicant project that a significantly larger number of patients will choose to receive inpatient care in Sumner County rather than be admitted to a facility in Wilson County after receiving emergency care?

#### **Response : Service Area Affiliates**

No, the applicant does not have any primary, specialty or urgent care affiliates in the proposed service area.

Page 35: The value of the addition of a transfer destination choice is noted. Please discuss the appropriateness of FSED model given the number of service area residents currently out-migrating from Wilson County to the Host Hospital in Sumner County which appears to be limited. Does the applicant project that a significantly larger number of patients will choose to receive inpatient care in Sumner County rather than be admitted to a facility in Wilson County after receiving emergency care?

Yes. Patients who present at the proposed FSED who need inpatient care will have the option to choose which inpatient hospital at which to receive care. Given SRMC's services, the applicant believes some of these patients will choose to receive care at SRMC.

## 20. 1N. Criteria and Standards

### Attachment 1N, FSED Criterion #8, Services to High Need Populations

Please update the tables in the response to this criterion with HDDS data and identify the data report number.

**Response :** The applicant has requested but not yet received HDDS data (request DRI#35551538).

## 21. 1N. Criteria and Standards

### Attachment 1N, FSED Criterion #9, Establishment of a Non-Rural Service Area

Please update the tables in the response to this criterion with HDDS data and identify the data report number.

Page 40: Please explain the selection of the proposed service area given the high volume of ED visits from ZIP Codes to the northeast of the host hospital such as 37186 - Westmoreland, 37022 - Bethpage, and 37083 - Lafayette, which represent (5,423 ED visits = 12.8% of total ED visits), whereas the three proposed service area ZIP Codes of 37087 - Lebanon, 37122 - Mt Juliet, and 37090 - Lebanon represent significantly less ED visits to the host hospital (617 ED visits = 1.5% of total ED visits).

**Response :** The applicant has requested but not yet received HDDS data (request DRI#35551538).

#### **Proposed Service Area**

While the proposed FSED will be more geographically accessible for the service area patients who currently receive outpatient ED care at SRMC, this proposal does not seek to reduce pressure on the host hospital's ED.

The applicant proposes this FSED to meet the growing need for ED service areas in Wilson County, and specifically in the service area zip codes. The proposed site, located at the junction of all three service area zip codes, will improve geographic access for service area residents while relieving overcrowding at existing Wilson County EDs.

## 22. 1N. Criteria and Standards

### Attachment 1N, FSED Criterion #14, Adequate Staffing

Page 47: The table for contract and employed staff appears to be incorrect. Please revise using the template in the FSED application guide.

Page 48: Please provide a response to Item B. Non-Rural Staffing Requirements.

**Response :** Please see the revised Attachment 1N.

The project will be staffed with 24.1 FTEs. The facility will be staffed onsite by Board-Certified or Board-eligible emergency physicians and at least two Registered Nurses at all times (24/7/365). All physicians will be members of the host hospital's medical staff. Whenever possible, the applicant will recruit registered nurses certified in emergency nursing care and/or advanced cardiac life support. All nursing services will be provided in compliance with the host hospital's standards of care and written policies and procedures.

### 23. 1N. Criteria and Standards

#### Attachment 1N, FSED Criterion #16, Stabilization and Transfer of Emergent Cases

What percentage of cases are projected to require stabilization and transfer to a higher level of care at the proposed FSED? What is the percentage at the Sumner Station FSED?

**Response :** The applicant expects approximately 6-7 percent of ED visits will require stabilization and transfer to a higher level of care. In 2024, Sumner Station transferred approximately 8% of its patients to an acute care hospital (either the host hospital or another acute care hospital, TriStar Mt. Juliet transferred 6.8% of its patients, according to JAR data.

### 24. 1N. Criteria and Standards

#### Attachment 1N, FSED Criterion #17, Education and Signage

It is noted that the applicant will provide educational materials promoting the proper use of less expensive urgent and primary care services. Does the applicant currently have similar materials that are utilized at its Sumner Station FSED? Can they be attached for reference?

**Response :** Yes, the applicant has educational materials. Please see the "Patient Education Materials" attachment for samples. Highpoint Health also includes educational materials on social media websites. The two links below provide examples.

<https://www.facebook.com/share/r/1AuyxQXCZm/>

<https://www.facebook.com/share/r/1EzZdNw868/>

### 25. 1N. Criteria and Standards

#### Attachment 1N, FSED Criterion #18, Community Linkage Plan



Please provide detail on the services in Wilson County that the applicant has relationships with as a part of its community linkage plan. What psychiatric inpatient facilities will the applicant partner with?

**Response :** The applicant is gathering this information and will provide it as soon as possible.

**Project Name :** Sumner Regional Medical Center

**Supplemental Round Name :** 2

**Due Date :** 7/14/2025

**Certificate No. :** CN2506-020

**Submitted Date :** 7/11/2025

### 1. 3N. Demographics

The population for Wilson County does not appear to be correct. Please use the Boyd Center projections for 2025 and 2029 in Wilson County when completing the table. [Population Projection 2022-2070](#)

Please revise and resubmit Attachment 3NR. (labeled as Attachment 3NR2).

**Response :** Please see Attachment 3NR2.

### 2. 1N. Criteria and Standards

**Attachment 1N, FSED Criterion #1, Determination of Need, Capacity Challenges/Wait Times**

Page 8 - OP-18 - The Tennessee and National median times appear to be incorrect. Please revise.

**Response :** Please see Attachment 1N Revised 2.

### 3. 1N. Criteria and Standards

**Attachment 1N, FSED Criterion #3, Relationship to Existing Similar Services in the Area**

Please update the tables in the response to this criterion with HDDS data.

**Response :** The applicant followed up on the requested data and has been informed that the data for DRI#3551538 will be received on July 18, 2025.

### 4. 1N. Criteria and Standards

**Attachment 1N, FSED Criterion #8, Services to High Need Populations**

Please update the tables in the response to this criterion with HDDS data.

**Response :** The applicant followed up on the requested data and has been informed that the data for DRI#3551538 will be received on July 18, 2025.

## 5. 1N. Criteria and Standards

### Attachment 1N, FSED Criterion #9, Establishment of a Non-Rural Service Area

Please update the tables in the response to this criterion with HDDS data.

**Response :** The applicant followed up on the requested data and has been informed that the data for DRI#3551538 will be received on July 18, 2025.

## 6. 1N. Criteria and Standards

### Attachment 1N, FSED Criterion #18, Community Linkage Plan

Please provide detail on the services in Wilson County that the applicant has relationships with as a part of its community linkage plan. What psychiatric inpatient facilities will the applicant partner with?

**Response :** SRMC and Highpoint Health have long-standing collaborative relationships with many inpatient psychiatric facilities in Middle Tennessee. Historically, the applicant has worked with the below-listed inpatient facilities in Middle Tennessee to provide a higher level of care, as needed and based on a patient's clinical condition, preferences and bed availability. Please note that, according to its 2024 Joint Annual Report, Vanderbilt Wilson County Hospital does not have any psychiatric beds.

- Ascension Behavioral Health (Nashville)
- TriStar (Middle Tennessee Central Referral)
- Vanderbilt Psychiatric Hospital (Nashville)
- Trustpoint (Murfreesboro)
- Rolling Hills (Franklin)
- Riverview Regional (Carthage)
- Pinewood Springs (Columbia)
- Unity Psychiatric Care (Columbia)
- Unity Psychiatric Care (Clarksville)
- Livingston Regional Oakpoint (Livingston)
- St. Thomas Regional Behavioral Health
  - Stones River (Woodbury)
  - Highlands (Sparta)

In addition to these psychiatric providers in Middle Tennessee, Highpoint Health and SRMC have established referral relationships with inpatient psychiatric facilities across the state, as well as in Kentucky. These relationships allow SRMC to refer patients to facilities closer to their homes, families and support systems.



**Project Name :** Sumner Regional Medical Center

**Supplemental Round Name :** 3

**Certificate No. :** CN2506-020

**Due Date :** 7/25/2025

**Submitted Date :** 7/21/2025

**1. 1N. Criteria and Standards**

**Attachment 1N, FSED Criterion #3, Relationship to Existing Similar Services in the Area**

Please update the tables in the response to this criterion with HDDS data.

**Response :** Please see the revised Attachment 1N, labeled Attachment 1N Revised 3. The tables now use HDDS data received from the Department of Health.

**2. 1N. Criteria and Standards**

**Attachment 1N, FSED Criterion #8, Services to High Need Populations**

Please update the tables in the response to this criterion with HDDS data.

**Response :** Please see the revised Attachment 1N, labeled Attachment 1N Revised 3. The tables now use HDDS data received from the Department of Health.

**3. 1N. Criteria and Standards**

**Attachment 1N, FSED Criterion #9, Establishment of a Non-Rural Service Area**

Please update the tables in the response to this criterion with HDDS data.

**Response :** Please see the revised Attachment 1N, labeled Attachment 1N Revised 3. The table now uses HDDS data received from the Department of Health.

**Project Name :** Sumner Regional Medical Center

**Supplemental Round Name :** 4

**Certificate No. :** CN2506-020

**Due Date :** 8/8/2025

**Submitted Date :** 7/25/2025

**1. 1N. Criteria and Standards**

**Attachment 1N, FSED Criterion #8, Services to High Need Populations**

Staff is not able to confirm the 37090 / 37122 data from DR#35551538 provided in Table 8, Page 41. Please submit a copy of the report showing this data or obtain revised HDDS data from the Tennessee Department of Health reflecting the data included in Table 8.

**Response :** Please find the data for Table 8, as received from the Tennessee Department of Health on July 22, 2025 uploaded under the "Free Standing Emergency Departments" document space in the application portal. Please note, while the data received from the Tennessee Department of Health includes zip code 37066, that zip code is not part of the applicant's service area.