HEALTH FACILITIES COMMISSION
SEPTEMBER 24, 2025
APPLICATION REVIEW

NAME OF PROJECT:	TriStar Summit Medical Center
PROJECT NUMBER:	CN2506-022
ADDRESS:	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), TN 37090
LEGAL OWNER:	HCA Health Services of Tennessee, Inc. One Park Plaza Nashville (Davidson County), TN 37203
OPERATING ENTITY:	N/A
CONTACT PERSON:	Cindy Bergmeier, CEO, TriStar Summit Medical Center (615) 316-3000
DATE FILED:	July 1, 2025
PROJECT COST:	$18,060,545
PURPOSE FOR FILING:	Establishment of a freestanding emergency department (FSED)

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 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. ***This project is being heard under simultaneous review with CN2506-020 Sumner Regional Medical Center under Commission Rule 0720-10-.02(3).***

Executive Summary

- If approved, the applicant projects the proposed project will open for service in January 2028.
- The proposed FSED will be a satellite of TriStar Summit Medical Center, a 234-bed acute care hospital located approximately 24 minutes to the west from the proposed project site. The facility will be located at Exit 236 off I-40 which is the South Hartman Drive exit.
- The proposed FSED will be a full-service hospital ED able to care for all acuity levels of ED patients. The facility will have isolation and behavioral health capabilities.
- The service area includes the entirety of Wilson County.
- There are two emergency departments within the service area located at 1) Vanderbilt Wilson County Hospital, which is the closer of the two facilities to the proposed project site, and 2) TriStar Summit Mount Juliet FSED, which is a satellite of TriStar Summit Medical Center located in eastern Davidson County.
- TriStar Summit Medical Center – Mt Juliet FSED is located 8.3 driving miles west from the proposed FSED, while Vanderbilt Wilson County Hospital is located 3.4 driving miles to the north of the proposed FSED. The applicant's host hospital – TriStar Summit Medical Center is approximately 16.8 miles and 26 minutes' drive time from the proposed FSED.
- The TriStar Lebanon FSED will be staffed by approximately 28.8 FTEs, consisting of physicians, RNs, EMT/Paramedics, radiology, and lab tech, and nonclinical support staff to meet all acuity levels of ED services.
- Please see application Item 1E. on Pages 6 & 7 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 warranty deed for the proposed site as Attachment 9A-1. The single-story facility will be approximately 13,087 square feet.
- The FSED will have a CT, X-ray, and ultrasound as well as lab and pharmacy support equipment. All equipment will be available 24/7. The Emergency Department room configurations are detailed in Attachment 10A – Floor Plan.
- The project site is adjacent to an existing applicant affiliated hospital outpatient surgery center which was recently approved for conversion to an ASTC. The proposed tract for the project site sits on 2.5 acres.

Ownership

- TriStar Summit Medical Center is owned by HCA Health Services of Tennessee, Inc. The Applicant is ultimately owned by HCA Healthcare, Inc.

Project Cost Chart

- The total project cost is $18,060,545. Of this amount, the highest line-item costs of the project are Construction Costs ($8,285,000), Acquisition of the Land (2,750,000), Moveable Equipment ($1,900,000), and Site Preparation ($1,700,000).
- For additional information, please refer to the Project Cost Chart on Page 10 of the original application.

NEED

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

- The need to increase emergency department capacity in Wilson County as there are fewer emergency departments and emergency rooms per population that other large counties in the state as detailed in the following tables:

Emergency Treatment Rooms per 1,000 Population

County	Hospital Based	FSED	Total	2025 Population	ER Rooms per 1,000 Population
Willamson	36	11	47	277,193	0.17
Wilson	19	11	30	171,708	0.17
Blount	27	0	27	144,400	0.19
Montgomery	43	9	52	251,815	0.21
Sumner	54	9	63	215,234	0.29
Rutherford	121	0	121	388,909	0.31
Bradley	41	0	41	113,913	0.36
Washington	51	0	51	140,553	0.36
Robertson	18	11	29	77,700	0.37
Sevier	38	0	38	101,026	0.38
Putnam	35	0	35	85,418	0.41
Maury	38	12	50	116,119	0.43
Anderson	35	0	35	80,627	0.43
Shelby	394	8	402	911,049	0.44
Knox	233	8	241	508,654	0.47
Davidson	398	22	420	728,443	0.58
Hamilton	205	22	227	385,843	0.59
Sullivan	123	0	123	164,002	0.75
Madison	75	0	75	99,089	0.76
Weighted Avg. / State of TN	**2,598**	**149**	**2,747**	**7,242,733**	**0.38**

Source: CN2506-022, Attachment 1N, Exhibit 1N-6R, Page 7. ER Rooms per 1,000 population modified by HFC staff during 30-day review. Population data for Davidson and Hamilton are revised from application Exhibit 1N 6R. HFC Updated population data for Bradley, Washington, Robertson, Sevier, Putnam and Maury County and the total number of emergency treatment rooms in Davidson County (highlighted in red). Revised September 18, 2025.

- There are thirty emergency department treatment rooms in Wilson County and a total population of 171,708 resulting in a rate of (0.17) ER Rooms per 1,000 ranking second among large population counties.
- The need to increase ED capacity as both existing facilities are operating above ACEP Guidelines. The TriStar Mt. Juliet FSED exceeded the Guidelines by (48.6%) in 2024 according to the applicant's internal data. The emergency department at Vanderbilt Wilson County Hospital exceeded the Guidelines by (26.4%) in 2023 according to Joint Annual Report Data. The projects that emergency room visits across Wilson County will increase to 75,000 visits by 2030, an increase of approximately 11,500 ED visits from 2023.
- The applicant states that approximately (34%) of ED visits by Wilson County residents to either the host hospital – TriStar Summit Medical Center or TriStar

Summit Mt. Juliet FSED reside closer to the proposed Lebanon FSED site than to either exiting affiliated ED.

- The TriStar Mt. Juliet FSED has experienced an (86%) overall increase in ED visits since 2020.
- To increase geographic access to emergency services for area residents of southern and eastern Wilson County. The applicant highlights that Vanderbilt Wilson County Hospital is bounded by at-grade railroad tracks to the south and east. See Attachment 1N – Exhibit 1N-9.
- The need to accommodate population growth within the service area which is the ninth largest county in the state and is projected to increase by 15,822 residents from 2025-2029. The City of Lebanon, where the FSED will be located is the 12th fastest growing city in the nation.
- The applicant has provided five letters of support (Attachment 1-NA) from medical professionals, elected officials, service area residents and other community stakeholders.

(For applicant discussion, see the Original Application, Item 2.E., Pages 8 & 9 as well as the responses to Item 1N through 4N)

SERVICE SPECIFIC CRITERIA AND STANDARD REVIEW

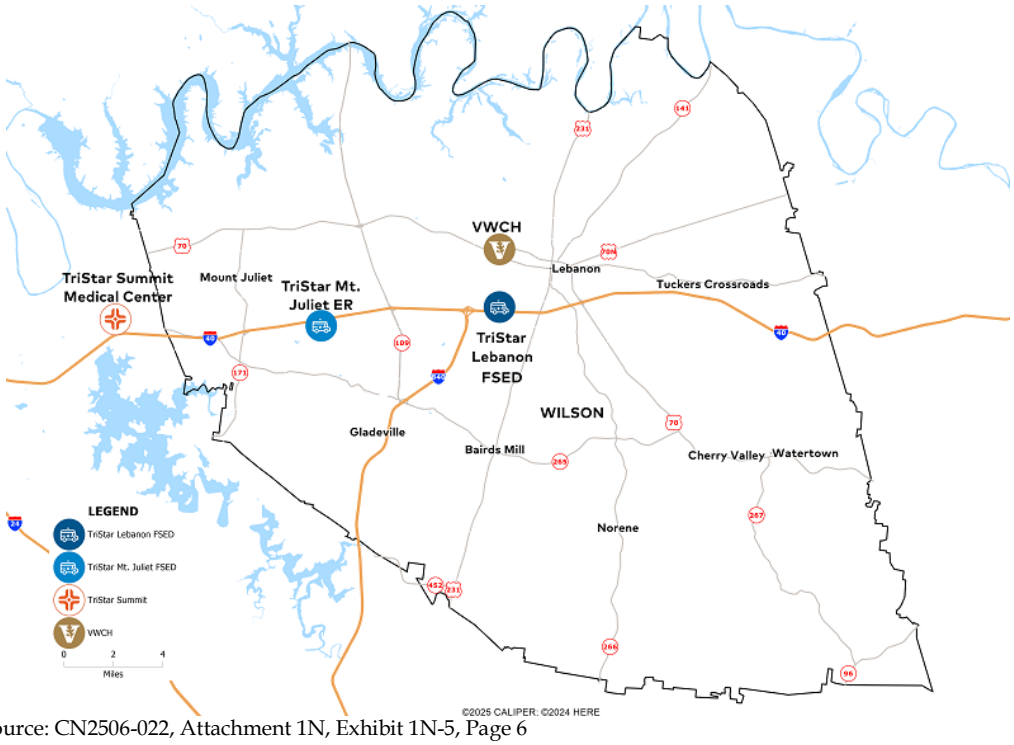
Freestanding Emergency Departments:

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

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 Geographic Isolation and Capacity Challenges and not under 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 Service Area.***

  Geographic Isolation*: There is no objective measurement of geographic isolation defined by the Criteria and Standards for Freestanding Emergency Departments. The applicant states that Need is supported by the potential to reduce distances and drive times to emergency services from certain regions of the service area, specifically in the population centers located within ZIP Code 37090, which include Baird's Mill, Cherry Valley, Gladeville, Norene, Watertown and Tuckers Crossroad. The applicant has provided data on distances and travel times to support this portion of the criteria being met.*



Source: CN2506-022, Attachment 1N, Exhibit 1N-5, Page 6

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

Emergency Department	Wilson County (centroid)	37090 (centroid)	Bairds Mill	Cherry Valley	Gladeville	Norene	Watertown	Tuckers Crossroads	Distance to Proposed TriStar Lebanon FSED Site
TriStar Lebanon FSED	3.6 miles / 9 min	10.7 miles / 20 min	8.1 miles / 13 min	12.8 miles / 15 min	8.9 miles / 12 min	14.0 miles / 18 min	14.7 miles / 20 min	9.2 miles / 11 min	0 miles / 0 min
TriStar Mt. Juliet FSED	11.5 miles / 16 min	13.5 miles / 25 min	12.5 miles / 18 min	20.4 miles / 22 min	7.3 miles / 13 min	19.9 miles / 29 min	22.2 miles / 26 min	16.7 miles / 16 min	8.3 miles / 12 min
Vanderbilt Wilson County Hospital	6.5 miles / 15 min	13.6 miles / 26 min	11.2 miles / 20 min	13.8 miles / 22 min	12.8 miles / 19 min	14.5 miles / 24 min	15.8 miles / 26 min	9.4 miles / 18 min	3.2 miles / 11 min

Source: CN2506-022, Attachment 1N, Exhibit 1N-7R & 8, Page 8

- *The distances from other existing emergency services to the proposed TriStar Lebanon FSED site range from 8.3 miles – 10 to 12 minutes (TriStar Summit Medical Center – Mt. Juliet FSED) to 3.2 miles – 9 to 11 minutes (Vanderbilt Wilson County Hospital). The proposed FSED will be the closest emergency department from the centroids of each of the service area towns listed in terms of estimated drive times.*
- *Drive times and distances from the major population centers of Wilson County – Lebanon and Mount Juliet are detailed in the following tables:*

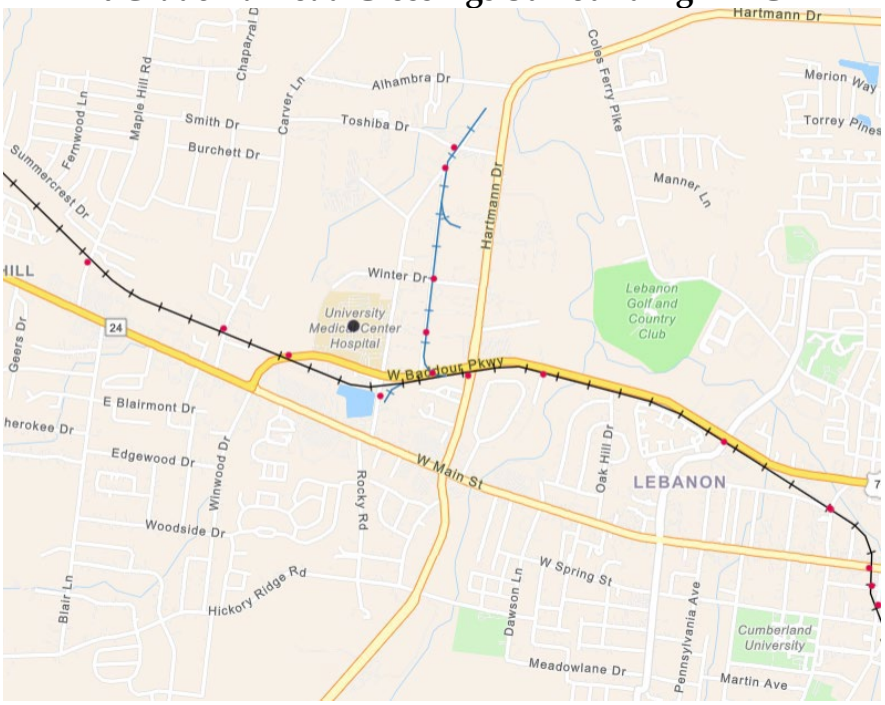
Distances and Drive Times from Lebanon and Mt. Juliet to the Proposed FSED and Exiting Wilson County Emergency Departments

Emergency Room	Lebanon	Mt. Juliet	Distance to the Proposed TriStar Lebanon FSED
TriStar Lebanon FSED	3.1 – 3.7 miles / 9-10 minutes	11.9 – 13.4 miles / 18-21 minutes	-
TriStar Mt. Juliet FSED	10.7 – 11.2 miles / 14-19 minutes	4.5 miles / 8 minutes	8.3 miles / 12 minutes
Vanderbilt Wilson County Hospital	2.7 – 3.0 miles / 7-8 minutes	12.6 – 13.5 miles / 23 minutes	3.2 miles / 11 minutes

Source: CN2506-022, Supplemental #1, Question 1, Pages 5 & 6

- *The applicant emphasizes the delays in transport that result in approaching Vanderbilt Wilson County Hospital from south of I-40 and from the east due to the presence at-grade railroad crossings. The applicant discusses the specifics of the slowdowns resulting from train traffic in response to Supplemental #1, Question 5, Pages 11-12 in addition to its response to Criterion 1 in Attachment 1N. Please also reference Attachment 1-S.*

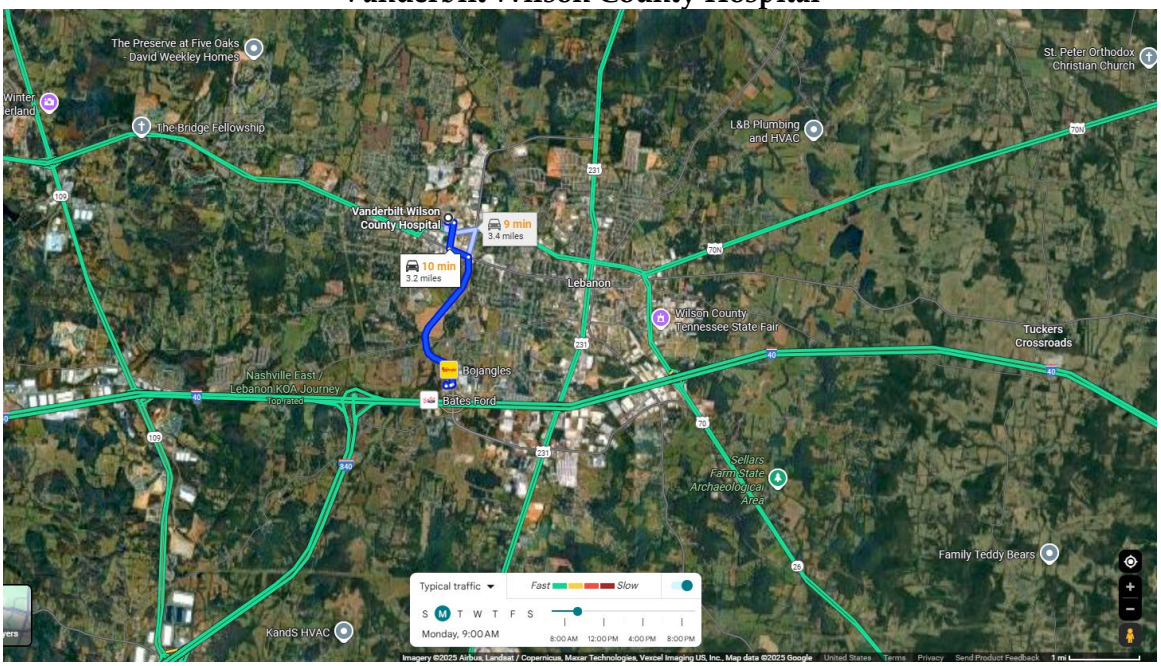
At Grade Railroad Crossings Surrounding VWCH



Source: CN2506-022, Attachment 1N, Exhibit 1N-9, Page 9

- *Both Vanderbilt Wilson County Hospital and the proposed FSED are located on the western side of Lebanon with VWCH located off Route 70 and the proposed FSED located off I-40 approximately 3.2 miles apart.*

Distance and Location of Proposed TriStar Lebanon FSED from Vanderbilt Wilson County Hospital



Source: Google Maps, HFC Staff

In addition to requesting consideration under Geographic Isolation, the applicant is requesting consideration under Capacity Challenges under which it provides the following support:

- ***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 demonstrating scores that are better than the state and national averages for peer hospitals:*

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

Emergency Department	ED Time/Score	Tennessee Avg.	National Avg.
TriStar Summit Medical Center	141 minutes	183 minutes	193 minutes
Vanderbilt Wilson County Medical Center	178 minutes	161 minutes	175 minutes

Source: CN2506-022, Attachment 1N, Page 19.

- ***Capacity Challenges (Visits per Treatment Room)*** *TriStar Summit Medical Center – Mt. Juliet FSED and Vanderbilt Wilson County Hospital exceeded all available ACEP ranges in 2023 according to the most recent Joint Annual Reports for Hospitals. See Attachment 1N, Exhibit 1N-21, Page 20.*

Visits per Treatment Room at TriStar Mt. Juliet FSED
Calendar Years 2022 through 2024

Emergency Department	Reporting Period	Total Visits	# Rooms	# Visits per Treatment Room	ACEP Low Range	ACEP Mid-Range	ACEP High Range
TriStar Mt. Juliet FSED	1/1/2023-12/31/2023	20,683	11	1,880	1,429	1,340	1,250
Vanderbilt Wilson County Hospital	7/1/2022-6/30/2023	31,579	19	1,662	1,429	1,315	1,200
TriStar Summit (main campus)	1/1/2023-12/31/2023	45,995	36	1,278	1,607	1,412	1,216

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 TriStar Summit Medical Center Main Campus is classified as a High Range emergency department by the applicant, and it exceeded High-Range Guidelines in 2023.*

TriStar Summit – Mt. Juliet FSED Emergency Department Utilization and ACEP Ranges 2022-2024

Year	# of Visits	# of Rooms	# Visits per Room	ACEP Low Range
2022	19,008	11	1,728	1,429
2023	20,683	11	1,880	1,429
2024*	22,712	11	2,065	1,389

Source: CN2506-022, Attachment 1N, Exhibit 1N-18, Page 23 2021-2023 Joint Annual Report;
*2024 Internal Data. 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.

- *The number of visits per room at TriStar Summit Mt. Juliet FSED exceeded ACEP Low Range Guidelines in each of the past three years reported. The applicant classifies its Mt Juliet FSED as a Low Range facility. 2024 data is based on internal records of the applicant.*

- ***The applicant states that it is not seeking consideration under 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 Behavioral Health, Level I & II and Patients 65+ for TriStar Summit Medical Center (Host Hospital) and Mt. Juliet FSED

Emergency Services Provider	% of Behavioral Health	Statewide Avg. 2021	% of Patients Level I or Level II	Statewide Avg. 2021	% of Patients Ages 65+	Statewide Avg. 2021
TriStar Summit	5.02%	1.8%	67.0%	57.3%	25.4%	21.2%
TriStar Mt. Juliet FSED	1.3%		45.9%		18.3%	

Source: CN2506-022, Attachment 1N, Exhibit 1N-26, Page 25. 2024 Internal data for TriStar facilities; HDDS data for 2021 for statewide averages. 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 and thus includes both inpatient and outpatient ED visits.

- *The patients served at the TriStar Mt. Juliet FSED are a lower percentage of behavioral health, level I or II (higher acuity), and aged 65+ than the patients served at TriStar Summit (host hospital).*
- *The applicant states that approximately (34%) of Emergency Department Visits at its TriStar Summit - Mt Juliet FSED or TriStar Summit Medical Center resided closer to the proposed Lebanon FSED site than the EDs where they were served.*

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 Wilson County. (*see Attachment 2N for a county level map*).
- The target population is the total population of the service area. (*See Attachment 3N).*

Service Area County	2025 Population	2029 Population	% Change	Median Household Income	% Living Below Poverty Level	TennCare %
Wilson County	171,708	187,530	9.2%	$94,098	6.6%	12.7%
Tennessee Total	**7,242,733**	**7,462,831**	**3.0%**	**$67,097**	**14.0%**	**19.4%**

Source: CN2506-022, Attachment 3NB, The University of Tennessee Center for Business and Economic Research Population Projection Data Files

- The proposed service area projects a 4-year growth rate of (9.2%) compared to a statewide rate of (3.0%).
- The percentage of service area residents enrolled in the TennCare program (12.7%) is lower than the statewide rate of (19.4%).
- Wilson County has a higher median household income than the statewide median household income.
- The percentage of residents living below the poverty level is also lower than for Wilson County than the statewide percentage.
- The applicant provides Wilson County population data as detailed in the following table:

Service Area Population by Age Group (2025-2030)

Zip Code	Age 0-18	Age 18-44	Age 45-64	Age 65+	Total
2025					
Wilson County	39,073	59,001	44,725	28,909	171,708
2030					
Wilson County	43,596	64,617	49,385	33,669	191,267
Percent Growth 2025-2030					
Wilson County	11.6%	9.5%	10.4%	16.5%	11.4%

Source: CN2506-022, Attachment 1N 5, Exhibit 1N-4, Pages 58-59

- The proposed service area is projected to experience (11.4%) growth overall from 2025-2030 with the highest growth coming from the population aged 65+ (16.5%).

Service Area - Historical Utilization

- The following table indicates the utilization of Emergency Departments in Wilson County overall.

Historical Utilization of EDs in Wilson County 2021-2023

County	Facility	FY2021 ED Visits	FY2022 ED Visits	FY2023 ED Visits	Change FY2021-2023
Wilson	TriStar Mt. Juliet FSED	15,159	19,008	20,683	36.4%
Wilson	Vanderbilt Wilson County Hospital	23,565	29,249	31,579	34.0%
	Total Wilson County ED Visits	**38,724**	**48,257**	**52,262**	**35.0%**

Source: CN2506-022, Attachment 1N, Exhibit 25, Page 22, Joint Annual Reports for 2021-2023.

- Each of the two Wilson County Emergency Departments reported increases in ED patient volume from 2021-2023, with TriStar Mt. Juliet FSED experiencing the largest increase (36.4%) and Vanderbilt Wilson County Hospital experienced a (34.0%) increase with a higher number of total visits reaching 31,579 in 2023.
- Overall, ED utilization increased from (35.0%) from 2021-2023.

Applicant's Historical and Projected Utilization

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

TriStar Summit Medical Center (Host Hospital) Patient Origin by County 2023

County	ER Visits	% Distribution
Davidson County	31,601	49.1%
Wilson County	26,829	41.7%
Rutherford County	1,295	2.0%
Sumner County	945	1.5%
Smith County	569	0.9%
All Other Counties	3,105	4.83%
Total	63,444	100%

Source: CN2506-022, Attachment 1N, Table 1N-42, Page 46 HDDS DR#35551101

- Approximately (90.8%) of ED visits to the host hospital in CY 2023 were from the Davidson and Wilson Counties.

CY 2023 Service Area ZIP Code Utilization by Hospital

County	Service Area EDs		Subtotal Wilson County			Out of County EDs						
	TriStar Summit Medical Center	Vanderbilt Wilson County Hospital		Vanderbilt University Medical Center	TriStar Centennial Medical Center	St. Thomas Midtown	St. Thomas Rutherford	Sumner Regional Medical Center	St. Thomas West	TriStar Skyline	TriStar Stonecrest	**Total**
Wilson County	26,829	23,923	**50,752**	4,635	1,421	1,164	977	647	621	567	436	63,535
Overall % by Hospital	42.2%	37.7%	**79.9%**	7.3%	2.2%	1.8%	1.5%	1.0%	1.0%	0.9%	0.7%	100%
% Distribution within the County	52.9%	47.1%	**100%**									

Source: CN2506-022, Attachment 1N, Page 43, Hospital Discharge Data System (HDDS) CY2023 for Wilson County.

- The highest number of ED visits (26,829) from Wilson County were treated at TriStar Summit Medical Center in CY2023 followed by Vanderbilt Wilson County Hospital (23,923) and Vanderbilt University Medical Center (4,635).

Projected ED Utilization – TriStar Summit Medical Center (Lebanon FSED)
Year 1 – 2028 and Year 2 - 2029

Service Area ZIP Codes	Projected Utilization - Lebanon FSED (2028)	% of Total	Projected Utilization - Lebanon FSED (2029)	% of Total
Wilson County	10,813	80.0%	11,346	80.0%
All Other	2,703	20.0%	2,836	20.0%
Total	**13,516**	**100%**	**14,182**	**100%**

Source: CN2506-022, Application, Page 33

- In Year One projections, the applicant projects that (80%) of the patient visits to the new Lebanon FSED will be residents of Wilson County. Approximately (20%) of ED visits are project to originate from outside of the service area.
- The applicant details the projected utilization by acuity level of the TriStar Lebanon FSED in the table below.

Projected Acuity Level at Lebanon FSED

Acuity Level	% of Total
CPT Code 99281 (non-urgent)	3.2%
CPT Code 99282 (less urgent)	8.7%
CPT Code 99283 (urgent)	46.4%
CPT Code 99284 (emergent)	33.7%
CPT Code 99285 (resuscitation)	8.0%
ER Critical Level – CPT 99291	0.1%
TOTAL	**100%**

Source: CN2506-022, Attachment 1N, Page 34

- The applicant's projected utilization for the Lebanon FSED reflects a majority utilization of acuity levels 99283 (Urgent), and 99284 (Emergent) with a combined percentage of (80.1%).

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.

- To project utilization for the Lebanon FSED, the applicant applies historical ED use rates by age cohort to the projected population growth through 2030. This results in projected utilization among Wilson County residents of 72,083 ED visits in 2028, 73,673 ED visits in 2029, and 75,227 ED visits in 2030.
- The applicant projects that between 15%-16% of these ED visits will be served at the proposed FSED from 2028 - 2030 resulting in 10,813 Wilson County based ED visits in Year 1 – 2028 and 11, 346 visits in Year 2 – 2029. An additional 20% of total visits to the Lebanon FSED are projected to come from outside of Wilson County.

CONSUMER ADVANTAGE ATTRIBUTED TO COMPETITION

The applicant identifies the following consumer benefits of this project:

- The additional of eleven additional emergency treatment rooms to a service area with 30 existing treatment rooms will increase capacity and reduce wait times to access emergency care in Wilson County.
- The addition of an access point will reduce travel times for some of the 34% of TriStar Summit Medical Center and TriStar Summit Mt. Juliet FSED patients who reside in closer proximity to the proposed Lebanon FSED site than to either of the host hospital EDs where these patients have received care historically.
- The project will decompress the highly utilized TriStar Mt. Juliet FSED and Vanderbilt Wilson County Hospital ED.
- The potential to improve patient outcomes through a reduction in patient travel times and ambulance transport times needed to access emergency care.
- The applicant highlights its satisfaction ratings at its Mt. Juliet FSED over the past three years as documented through Press Gainey Patient Satisfaction Scores which states it placed in the 88th percentile of emergency department among thousands of hospitals nationally.

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 (2028)	**Year 2 (2029)**
Gross Charges	$9,646	$10,416
Deduction from Revenue	$8,812	$9,555
Average Net Charges	$834	$861

Source: CN2506-022, Application, Page 45

- The applicants' proposed average net charges per visit are projected to increase from $834 in Year 1 (2028) and $861 in Year 2 (2029). The applicants' proposed total charges are listed on Page 45.
- The applicant also states that the No Suprises Act limits emergency providers to billing patients the cost-sharing, deductibles, and out-of-pocket maximum that they would have paid if they had sought services through an in-network provider.

Average of Standard Gross Charges by CPT Codes (Current)

Facility	99281	99282	99283	99284	99285
TriStar Summit Mt Juliet FSED	$596	$837	$1,886	$3,261	$4,243
Vanderbilt Wilson County Hospital	$716	$1,219	$2,012	$3,430	$3,567

Source: CN2506-022, Application, Page 46
Hospital Chargemasters, 2025, HFC Staff could not confirm the chargemaster data for Vanderbilt Wilson County Hospital due to file size and formatting.

- The host hospital's public chargemaster gross charges are lower than those listed by Vanderbilt Wilson County Hospital for CPT Codes 99281-99284 but higher for CPT 99285 which is the highest acuity level.

Project Payor Mix
The applicant's projected payor mix for Year 1 (FY2028) total gross operating revenue of $130,373,361 is as follows:

	Percentage of Gross Operating Revenue (FSED Project Only)						
	Medicare	**Medicaid**	**Commercial**	**Self-Pay**	**Other**		**Charity Care**
Year 1	21.2%	23.4%	41.3%	14.1%	0.0%		2.1%

Source: CN2506-022, Application, Page 47.

- Medicaid (TennCare) and Self-Pay are projected to represent a combined (37.5%) of gross operating revenue for the project. The applicant projects Charity Care will be equivalent to approximately (2.1%) of Gross Operating Revenue in Year 1 (2028) of the project. Please refer to Item 10C. in the Consumer Advantage section on Page 47 of the application for additional Payor Mix information.

- The applicant is contracted with all TennCare Managed Care Organizations.
- The applicant states that it offers a prompt pay discount of 20% for patients paying estimated deductible and co-pays at the time of service.
- The applicant states that its charity care policy applies to patients on a sliding scale up to 400% of the federal poverty level. See Attachment 4N-1 for the applicant's Uninsured Discount, Charity Care Write-Off Policies and Discount Policy for Patients.
- The applicant states that in CY 2024, TriStar Summit Medical Center wrote off $196,889,435 in charity care and uninsured discounts.
- The table below represents payor sources for patients in Wilson County. It is included in Attachment 1N-Page 45.

Payor Mix for Service Area (Wilson County) and Host Hospital CY2023

Payor	Wilson County CY2023		Host Hospital TriStar Summit CY2024		TriStar Summit Medical Center Total	% of Total
	Total ED Patients	% of Total	Total ED Patients	% of Total		
Medicare/Medicare Advantage	16,900	26.6%	13,817	29.4%	18,245	26.2%
TennCare/Medicaid	14,726	23.2%	9,035	19.3%	13,907	20.0%
Commercial	24,668	38.8%	16,543	35.3%	27,290	39.2%
Self-Pay	6,313	9.9%	7,169	15.3%	9,753	14.0%
Medically Indigent/Free	829	1.3%	360	0.8%	435	0.6%
Other	99	0.2%	0	0.0%	0	0.0%
Total	**63,535**	**100%**	**46,924**	**100%**	**24,095**	**100%**

Source: CN2506-022, Attachment 1N Page 45, TDH 2023 HDDS Data. Applicant Internal Data for 2024.

- Wilson County has a higher reported percentage of TennCare patients than the host hospital (23.2% vs 20.0%), a slightly lower percentage of commercially insured patients (38.8% vs 39.2%) and a lower combined percentage of Self Pay and Medically Indigent / Free patients (10.4% vs. 14.6%).

Agreements

- A list of healthcare providers with transfer agreements with the applicant is included in Attachments 1C-1, 1C-2, and 1C-3.
- A list of community partners is included in response to Attachment 1N, Criterion 18, Pages 54 - 56.
- The applicant's affiliate operates two (2) urgent care locations in Wilson County (Care Now Mt. Juliet and Care Now Lebanon) and states that there are twenty total locations operating in Wilson County.
- The applicant states that it refers patients in need of inpatient behavioral health services to affiliates including TriStar Centennial Medical Center in Davidson County and Pinewood Springs in Maury County as well as other non-affiliated providers.

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

	Year One
Direct Patient Care Positions	20.9
Non-Patient Care Positions	3.7
Contractual Staff	4.2
Total	**28.8**

Source: CN2506-022, Application, Page 51

- Direct Care positions includes the following: Nurses (11.5 FTEs); Radiology Techs (4.2 FTEs); Lab Techs (4.2 FTEs); Ultrasonographer (0.5 FTE); and Pharmacist (0.5 FTE).
- Non-Patient Care positions includes the following: Security (2.1 FTEs) and Environmental Services (1.6 FTEs).
- Contractual staff includes the following: Physicians (4.2 FTEs).
- The Medical Director for the FSED will be Brad Hoover, MD who currently serves as the Medical Director for the TriStar Summit Emergency Department.
- Matt Tincher, MD serves as Regional Vice President of Hospital Based Services for TriStar Division which the proposed FSED will be part of.
- See **Attachment 5C-2** for CVs and letters of support from both physicians.
- The applicant's parent company, HCA Healthcare operates 183 FSED nationally. The FSED will be staffed by staffed by HCA-EmCare Holdings, LLC d/b/a Valesco Ventures.
- The applicant states that it has the benefit of access to a Nurse Residency Program which will allow it to meet staffing needs of the proposed facility.
- The applicant has included a list of its clinical training affiliations as Attachment 4C-1.
- The applicant states that the presence of at least one Board-certified Emergency Physician and RN at all times, 24/7/365; staffing with RN's; operation under the same bylaws, hospital medical staff and nursing staff organizations, and hospital standards of care and written policies and procedures.
- The applicant states that it will be able to staff the proposed hospital through TriStar Health extensive network of affiliations.
- The applicant highlights its opening of the Galen College of Nursing in 2021 which operates campuses in Tennessee, Kentucky, Ohio, Virginia, South Carolina, Florida and Texas and is currently enrolling approximately 700 new students annually in either its BSN, AND, of LPN to AND Bridge Programs. The applicant states that approximately 55% of graduates have chosen to join an HCA affiliated hospital for employment.

- The applicant also highlights the recent opening of the Thomas F. Frist, Jr. College of Medicine at Belmont University in Nashville, which is a new medical school, whose first class commenced in Fall of 2024.
- Please refer to Item 8Q. on Page 51 of the application for additional detail regarding project staffing.

QUALITY STANDARDS

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

Licensure	Certification	Accreditation
Health Facilities Commission	Medicare/TennCare	The Joint Commission

Source: CN2506-022, Application, Page 49.

- The applicant maintains Licensure through the Tennessee Health Facilities Commission, Certification through Medicare and TennCare, and Accreditation through The Joint Commission (TJC). A full list of major accreditations and recognitions for TriStar Summit Medical Center are included in the Attachment 2Q-1 & 2Q-2.
- The host hospital is certified as a Level III Trauma Center, Joint Commission Certified in Thrombectomy-Capable Stroke Center, and an Accredited Chest Pain Center. See Attachment 2Q-2 for a list of quality recognitions and awards received by the TriStar Summit Medical Center.
- The applicant highlights its low median time from ED arrival to departure for discharged emergency department patients which is the third lowest among very high-volume emergency departments in the state.
- The applicant has provided a copy of its Emergency Medical Treatment and Labor Act ("EMTALA") policy as Attachment 4C-2, a copy of its Plan for Improvement of Organizational Performance and Clinical Excellence as Attachment 5C-3 and a copy of its Staff Education Policies as Attachment 5C-4.
- All physicians working at the FSED will be required to have PALS (Pediatric Advanced Life Support) certification.
- See Item 5C, Pages 40-42 of the main application for the applicant's description of its clinical leadership, plan for improvement of organization performance and clinical excellence, and clinical staff training and requirements.
- The applicant addresses OIG settlement agreements in response to Item 7Q. See Supplemental #1, Question 4, Pages 9 & 10.

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**

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

CERTIFICATE OF NEED INFORMATION FOR THE APPLICANT:
There are no other Letters of Intent or for this applicant.

There are no other Letters of Intent on file for this applicant.

HCA Healthcare, Inc. has ownership interest in this proposed project and also in the following pending or outstanding applications or projects:

Denied Applications:

Project Name	**TriStar Hendersonville Medical Center – Gallatin Freestanding Emergency Department CN2305-012D**
Project Cost	$16,704,501
Denied Date	9/27/2023
Description	The establishment of a freestanding emergency department ("FSED") in the city of Gallatin in Sumner County, Tennessee. The FSED will consist of approximately 11,900 square feet with 12 exam rooms, including 1 trauma room, a lab, an imaging department, a nurse station, and associated support spaces. The FSED will have two covered entry canopies, one for emergency vehicle access/drop off and one for public drop off. The proposed project will be located on a tract of vacant land that is approximately 2.3 acres in size and is located at the northeast corner of Harris Lane and Green Lea Boulevard in Gallatin (Sumner County), TN and being part of a larger parcel having Parcel ID Number 125 034.00 000. The service area includes ZIP Codes (37066, 30748, and 37075) within Hendersonville, Gallatin, and Cottontown TN in Sumner County. The applicant is owned by HCA Health Services of Tennessee, Inc.
Reasons for Denial	This project denied for failing to satisfy the need criteria.

Pending Applications:

Project Name	**TriStar Centennial Medical Center, CN2508-031**
Project Cost	$25,082,059
Deemed Complete Date	September 11, 2025
Description	To establish a 15-bed hospital-based inpatient rehabilitation unit on its campus, which will be operated and reimbursed as an Inpatient Rehabilitation Facility ("IRF"). The address of the project will be 2410 Patterson St., Nashville, Davidson, Tennessee, 37203. The service area is defined as Davidson, Cheatham, Dickson, Hickman, Marshall, Maury, Montgomery, Robertson, Rutherford, Sumner, Williamson, and Wilson. The applicant is owned by HCA Health Services of Tennessee, Inc.
Meeting Date	October 22, 2025

Project Name	**TriStar Summit Medical Center, CN2506-022**
Project Cost	$18,060,545
Deemed Complete Date	June 12, 2025
Description	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.
Meeting Date	September 24, 2025 (Simultaneous Review with CN2506-020 Sumner Regional Medical Center).

Outstanding Applications:

Project Name	**Lebanon Center for Outpatient Surgery, CN2504-013A**
Project Cost	**$15,870,573**
Approval Date	June 25, 2025
Description	The establishment of a multi-specialty ambulatory surgical treatment center (ASTC) located at 125 Willard Hagan Drive, Lebanon (Wilson County), TN 37090. The ASTC will consist of approximately 17,350 square feet with two (2) operating rooms and one (1) procedure room. The surgical specialties to be offered at the ASTC will be General Surgery, ENT surgery, GI/Endoscopy, Orthopedic Surgery, Total Joint Replacement, Orthopedic Spine Surgery, Podiatry, and Pain Management Procedures. The facility will replace the existing TriStar Summit Hospital Outpatient Department. The service area is defined as Wilson County. The applicant will be wholly owned by Lebanon Surgicenter, LLC, whose ultimate parent is HCA Healthcare, Inc. Following approval of the CON, the physicians on the medical staff at LCOS will have the opportunity to collectively own up to 49% of Lebanon Surgicenter, LLC, not to exceed 5% ownership individually.
Project Status	Project Status Update – This project was recently approved.
Expiration	August 1, 2027

Project Name	**TriStar Hendersonville White House Freestanding Emergency Department, CN2407-020A**
Project Cost	**$17,832,032**
Approval Date	October 23, 2024
Description	The establishment of a freestanding emergency department (FSED) located at an unaddressed site on an approximate three (3) +/- acre tract of vacant land on the north side of TN-258/Raymond Hirsch Parkway, located approximately 650 +/- feet west of the intersection of Raymond Hirsch Parkway and Highway 31W, White House (Robertson County), Tennessee 37188. The service area is defined by the ZIP codes of White House (37188), Greenbrier (37073), Cross Plains (37049), and Cottontown (37048). Zip codes 37188 (White House), 37073 (Greenbrier), and 37049 (Cross Plains) are located primarily in Robertson County, and Cottontown (37048) primarily in Sumner County.
Project Status	Project Status Update May 2025 – Groundbreaking has occurred and the projected opening date is in 2026.
Expiration	December 1, 2027

Project Name	**TriStar Spring Hill Hospital, CN2404-010A**
Project Cost	**$250,000,000**
Approval Date	6/26/2024
Description	The establishment of a full-service acute care hospital with 68 licensed beds. The project also seeks to initiate diagnostic and therapeutic cardiac catheterization services, magnetic resonance imaging (MRI) services, and will include a Level II neonatal intensive care unit (NICU). The facility will encompass the existing TriStar Spring Hill Emergency Room. The address of the project will be 3001 Reserve Boulevard, Spring Hill (Maury County), Tennessee 37174. The proposed service area consists of three ZIP codes: 37174 (Spring Hill) in both Maury and Williamson Counties, 38401 (Columbia) in Maury County, and 37179 (Thompson's Station) in Williamson County. The applicant is owned by Spring Hill Hospital, Inc.
Project Status	Project Status Update May 2025: TriStar Spring Hill Hospital was approved for a CON for a new hospital on June 26, 2024. Vanderbilt University Medical Center and Williamson Medical Center commenced contested case proceedings on June 28, 2024. VUMC dismissed its opposition on April 24, 2025. Both VUMC and WMC dismissed their challenges in May 2025, and on May 14, 2025, the Administrative Procedures Divisions entered its Initial Order of Dismissal dismissing the challenge to the CON. Accordingly, TriStar Spring Hill Hospital is proceeding with the planning and development of this hospital.
Expiration	August 1, 2027

Project Name	**TriStar Southern Hills Medical Center – Nolensville Freestanding Emergency Department CN2304-010A**
Project Cost	$16,995,153
Approval Date	6/28/2023
Description	The establishment of a freestanding emergency department ("FSED") located at an unaddressed site on Ava Place near the intersection of Burkitt Place Drive and Nolensville Road, Nolensville (Williamson County), TN 37135. The entrances to the proposed FSED are expected to be accessible from Ava Place. The proposed project will be located on approximately 2.8 acres further described as a portion of Lot 3 of the Final Plat of Burkitt Commons II, of record in Plat Book P74, Page 90 in the Register's Office of Williamson County, Tennessee. The service area includes the following ZIP Codes in Davidson County, Tennessee: 37013 and 37211, and the following ZIP Codes in Williamson County, Tennessee: 37135 and 37027. The applicant is owned by HCA Health Services of Tennessee, Inc.
Project Status	Project Status Update May 2025: TriStar Southern Hills Nolensville FSED was approved for a new FSED in Nolensville, Williamson County, Tennessee on June 28, 2023. Construction plans are in development, and construction is expected to begin in February 2025 with a October 2025 opening.
Expiration	August 1, 2026

Project Name	TriStar Skyline Medical Center – East Nashville Freestanding Emergency Department, CN2302-006A
Project Cost	**$20,876,000**
Approval Date	4/26/2023
Description	The establishment of a freestanding emergency department (FSED) in the East Nashville community in Metropolitan Nashville (Davidson County), Tennessee. The FSED will consist of approximately 11,900 square feet with 11 exam rooms including 1 trauma room, a lab, an imaging department, a nurse's station, and associated support spaces. The proposed project will be located on seven combined parcels located generally at the intersection of Dickerson Pike and Whites Creek Pike. Nashville, TN 37207 on approximately 1.32 acres. The proposed service area consists of four ZIP codes in Davidson County including: 37206, 37207, 37213, and 37216. The applicant is owned by is owned by HTI Memorial Corporation, whose ultimate parent company is HCA Healthcare, Inc.
Project Status	Project Status Update May 2025 - TriStar Skyline East Nashville FSED was approved on April 26, 2023. The CON has been issued and is valid through June 1, 2026. The project has been delayed by the inability to acquire the land for the project due to litigation between a tenant and the current owner. Relocation of the CON was approved March 25, 2025 and development of the new site is now underway.
Expiration	June 1, 2026

Project Name	Chattanooga East Surgicenter, LLC, CN2308-020A
Project Cost	**$23,203, 827**
Approval Date	10/25/2023
Description	This application is for the establishment of a multi-specialty ASTC in Hamilton County, Chattanooga Tennessee with 5 operating rooms and 4 procedure rooms. The ASTC will provide General Surgery, ENT, GYN Surgery, Orthopedic Surgery, Plastics, Podiatry, Urology, Spinal/Neurosurgery, GI/Endoscopy, and Pain Procedures. The address of the project will be 3745 Jenkins Road, Chattanooga (Hamilton County), Tennessee, 37421. The proposed service area consists of Bradley, Hamilton, and Marion Counties. The applicant is wholly owned by Surgicare of Chattanooga East, LLC, which is wholly owned by Medical Care America, LLC, whose ultimate parent company is HCA Healthcare, Inc. The applicant states that pending CON approval, (49%) of the applicant's parent company, Surgicare of Chattanooga East, LLC, will be owned by Erlanger Health Inc., and (49%) of the applicant entity, Chattanooga East Surgicenter, LLC, will be owned by local physician owners, while (51%) is to be owned by the parent company (HCA Healthcare, Inc.).
Project Status	Project Status Update May 2025: Chattanooga East Surgicenter was approved on October 25, 2023. It is currently in the development phase.
Expiration	December 1, 2025

Project Name	**Stonecrest Surgery Center, CN1707-023AEEEE**
Project Cost	**$10,556,553**
Approval Date	10/25/2017
Description	The establishment of a multi-specialty ambulatory surgical treatment center (ASTC) with two operating rooms and one procedure room located at an unaddressed site within the campus of StoneCrest Medical Center at 200 StoneCrest Boulevard, Smyrna, (Rutherford County), TN 37167. The proposed service area consists of ten ZIP codes in Rutherford, southeast Davidson, and East Williamson County.
Project Status	Project Status Update May 2025: The StoneCrest Surgery Center CON has an extension through June 1, 2026, to evaluate the impact of the acquisition of an existing surgery center in Rutherford County and the impact of the pandemic.
Expiration	June 1, 2026

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

Project Name	**Sumner Regional Medical Center, CN2506-020**
Project Cost	$21,583,185
Deemed Complete Date	July 28, 2025
Description	The establishment of a freestanding emergency at 3320 Highway 109 N, Lebanon (Wilson County), Tennessee 37087. The service area for the project consists of Wilson County ZIP Codes including (37087 – Lebanon) and two contiguous ZIP Codes: 37090 (Southern Lebanon) and 37122 (Mt. Juliet). The applicant will be owned and operated by Sumner Regional Medical Center, LLC.
Meeting Date	September 24, 2025 (Simultaneous Review with CN2506-022 TriStar Summit Medical Center).

TPP
(9/18/2025) REVISED

CRITERIA AND STANDARDS

Attachment 1N

Freestanding Emergency Department (FSED) Standards and Criteria Application Guide

Attachment 1N – FSED Criteria and Standards

Freestanding Emergency Department (FSED) Standards and Criteria –Application Guide

As required, TriStar Summit Medical Center ("TriStar Summit") is using this document to address the Certificate of Need ("CON") Criteria and Standards for Freestanding Emergency Departments ("FSEDs").

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.

With respect to Need, the Applicant identifies two areas supporting Need – Capacity Challenges and Geographic Isolation. While Geographic Isolation is the first argument addressed, the primary argument is Capacity Challenges.

A. Geographic Isolation

Check the Box that Applies:

☒ The applicant is demonstrating geographic isolation for the proposed service area. If this boxis 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.

The Project

The Project is a FSED in Lebanon, Wilson County, Tennessee, that is approximately 13,087 square feet in size with 11 exam rooms, including 1 trauma room, a lab, imaging department, a nurse station, and associated support spaces.

The Applicant

The Applicant, TriStar Summit, is a 234-bed acute care hospital located in Hermitage, Davidson County, Tennessee, right on the border between Davidson County and Wilson County. It is part of TriStar Health and has been serving Davidson County and Wilson County residents for over 30 years. TriStar Summit is accredited by The Joint Commission, including as a Chest Pain Center, a Thrombectomy-Capable

Stroke Center, Stroke Rehabilitation, Joint Replacement – Hip and Knee, and Spine Surgery, and has the last Level II NICU on the Interstate 40 corridor until Knox County. The hospital is regularly recognized for its outstanding quality; please see Question 1N Criterion 22 below for a listing of TriStar Summit's quality achievements.

Caring for the health of the Wilson County community is not a new concept for TriStar Summit. The hospital has been actively involved in Wilson County for decades with a long-term vision for serving healthcare needs, demonstrating a commitment that offers a sense of security to the community. In the last 20 years, TriStar Summit and its TriStar Health affiliates established numerous access points in Wilson County, including:

- TriStar Summit Imaging at Lebanon in 2008;
- CareNow Urgent Care – Lebanon in 2012;
- CareNow Urgent Care – Mt. Juliet in 2013;
- TriStar Summit Imaging at Mt. Juliet in 2014;
- TriStar Mt. Juliet FSED in 2019;
- Centennial Women's Clinic in Lebanon in 2018; and
- TriStar Summit Surgery Center Lebanon (Hospital Outpatient Department) in 2024.[1]

Many Wilson County residents use TriStar Summit for their hospital services. In 2023, TriStar Health EDs cared for 47.4% of the service area residents' emergency visits, and TriStar Summit (including TriStar Mt. Juliet FSED) treated the most service area patient visits at 42%. Many Wilson County patients have established relationships with providers at TriStar Summit. In an emergency where a patient needs to be transferred to a hospital for additional care, it would be beneficial for the patient to see the physicians and specialists they know and trust. This is important for many reasons, including continuity of care with their existing providers.

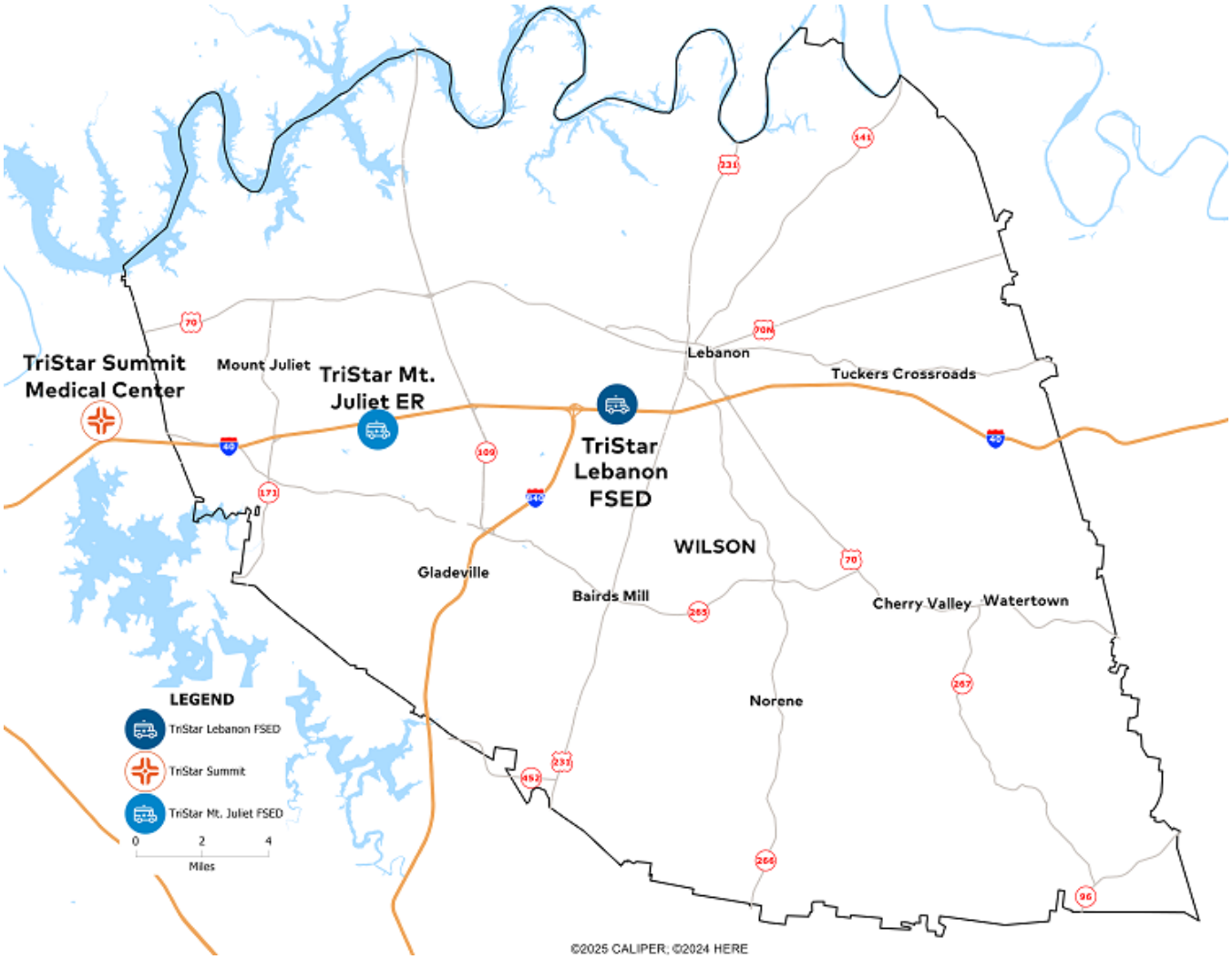
The proposed TriStar Lebanon FSED will be a much-needed addition and a healthcare safety net in this community. For Lebanon residents, it offers significant relief – the ability to receive care closer to home, eliminating the need for long drives to Mt. Juliet or Hermitage. This convenience is a key factor in improving patient experience and reducing stress during emergencies, providing a sense of reassurance in times of need.

The Service Area

The proposed TriStar Lebanon FSED is central to the defined service area, which is Wilson County. Despite Wilson County being the 9th largest of 95 counties in Tennessee, there are only 2 emergency departments ("EDs") in the service area, with 30 treatment rooms ("TRs") for over 170,000 residents. Lebanon, where the FSED will be located in the county, is the 12th fastest growing city in the United States, and has only 19 TRs.

[1] On June 25, 2025, the HFC approved a CON for the conversion of the HOPD to the Lebanon Center for Outpatient Surgery, an ambulatory surgery center at the same location. (CN2504-013).

Exhibit 1N-1
Service Area Map



Source: Caliper

The proposed TriStar Lebanon FSED is located at Exit 236 on Interstate 40, one exit to the west from the intersection of Interstate 40 and US-231 and one exit to the east of the intersection of Interstates 840 and 40. In addition, it is two exits to the east of the intersection of Interstate 40 and State Route 109, which runs from Wilson County to the Kentucky state line. The TriStar Lebanon FSED is uniquely situated to be easily accessible from either the east or west on Interstate 40 as well as from the south via US-231 and S. Hartman Drive, from the southeast along US-70, also known as Sparta Pike and from the southwest from Interstate 840. This means that the FSED will not only assist in decompressing the highly utilized TriStar Summit and TriStar Mt. Juliet FSED but also provide faster and more accessible service to those in the southern and eastern parts of Wilson County.

Attachment 1N – FSED Criteria and Standards

The Need for The Proposed Lebanon FSED

The State Health Plan Standards and Criteria for Freestanding Emergency Departments ("FSED Criteria and Standards") does not define "geographic isolation." It is up to the Applicant to determine what constitutes an isolated area or region. TriStar Summit asserts that service area residents are geographically isolated due to the fact that there is a significant population base in this area, which is growing and aging, without access to emergency services within a 15-minute drive. The closest provider is located more than 15 minutes away from many service area residents, and with the continued growth and aging of the population, as well as consistently increasing traffic congestion, residents need access to an emergency care provider in the service area.

As demonstrated throughout this application, the need for the proposed TriStar Lebanon FSED is two-fold. With respect to geographic isolation, these include:

- Relieving geographic isolation and enhancing access to Wilson County;
- Addressing population growth in the 12th fastest growing city in the United States and the 9th largest county in the state;
- Meeting the needs of the service area population, which increased 93.4% between 2000 and 2025, and is projected to continue growing 11.4% by 2030;
- Ensuring ED services are more readily available to the 65 and older population, which is expected to grow by 29% from 2025 to 2030; and
- Addressing the ED treatment needs of this underserved population through increased availability and improved accessibility to ED services.

Overview of the Area

The TriStar Lebanon FSED service area is Wilson County, Tennessee. Wilson County is the 9th largest county in the State with 171,708 residents in 2025 Wilson County contains the cities of Mt. Juliet and Lebanon, and the town of Watertown.

According to the Boyd Center for Business and Economic Research ("Boyd Center"), since 2010, Wilson County has grown at the spectacular rate of 50.6%. And, Wilson County is projected to continue to grow significantly. Specifically, the Boyd Center projects that Wilson County's population will grow 11.4% between 2025 to 2030 to 191,262 total residents – a growth rate that is more than three (3) times the projected growth rate of Tennessee overall.[2]

Exhibit 1N-2 below summarizes the population and growth rates for the service area.

Exhibit 1N-2
Population of Service Area

	2000	2010	2020	2025	% Change from 2000 to 2025	2030 (proj.)	2025-30 % Change
Wilson County	88,809	113,993	147,737	171,708	93.4%	191,267	11.4%

Source: 2000 US Census, 2010 US Census, Boyd Center for Business and Economic Research

[2] https://tnsdc.utk.edu/estimates-and-projections/boyd-center-population-projections/.

The City of Lebanon, the location of the Proposed TriStar Lebanon FSED, is also experiencing significant growth. Lebanon is the 12th fastest growing city in the United States, growing 8.9% from July 2023 to July 2024.[3] Moreover, Lebanon is the most-populated municipality in Wilson County, with an estimated 2024 population of 51,501.[4] There are multiple residential and commercial projects in Wilson County and Lebanon, including Barton Village, which will bring almost 2,000 homes, along with outdoor recreation, 700 apartments, 450 townhomes, and over 700 homes in the Del Webb community, which caters to those 55 and older.[5]

Exhibit 1N-3
Service Area Population by Age, 2010-2025

Service Area	2010				
	0-17	18-44	45-64	65+	Total
Wilson County	28,279	38,840	33,006	13,868	113,993
Service Area	**2025**				
	0-17	**18-44**	**45-64**	**65+**	**Total**
Wilson County	39,073	59,001	44,725	28,909	171,708
Service Area	**Percent Growth: 2010 to 2025**				
	0-17	**18-44**	**45-64**	**65+**	**Total**
Wilson County	38.2%	51.9%	35.5%	108.5%	38.4%

Source: Boyd Center for Business and Economic Research

Reflected above, the service area increased substantially during the past 15 years. By age cohort, children increased 38% while seniors increased more than 100%. During the next five years, the service area is expected to grow an additional 11% to more than 190,000 people. **Exhibit 1N-4** below summarizes the 2025 and 2030 population and forecasted growth rates for the service area zip codes.

Exhibit 1N-4
Service Area Population by Age, 2025-2030

Service Area	2025				
	0-17	18-44	45-64	65+	Total
Wilson County	39,073	59,001	44,725	28,909	171,708
Service Area	**2030**				
	0-17	**18-44**	**45-64**	**65+**	**Total**
Wilson County	43,596	64,617	49,385	33,669	191,267

[3] https://www.wkrn.com/news/local-news/lebanon-named-12th-fastest-growing-city-in-u-s/.
[4] "Population Estimates." University of Tennessee Institute for Public Service. Accessed June 17, 2025, 2025, https://tnsdc.utk.edu/estimates-and-projections/population-estimates/.
[5] https://www.wkrn.com/news/local-news/wilson-county-development-with-nearly-2000-homes-to-open-in-2025/.

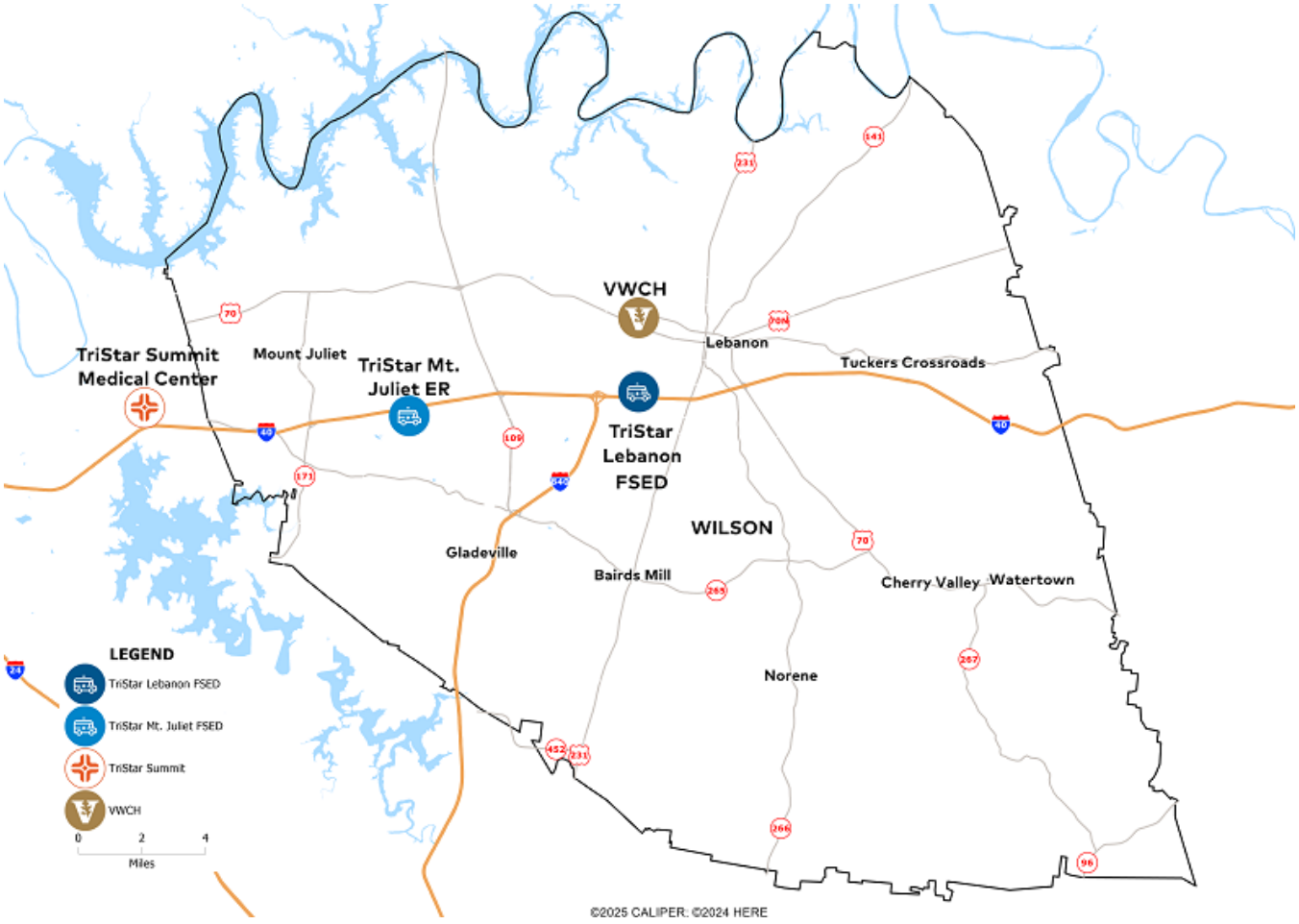
Service Area	Percent Growth: 2025 to 2030				
	0-17	18-44	45-64	65+	Total
Wilson County	11.6%	9.5%	10.4%	16.5%	11.4%

Source: Boyd Center for Business and Economic Research

The Proposed TriStar Lebanon FSED will expand access for residents of Wilson County, including the elderly, upon its implementation.

Exhibit 1N-5 presents a map that provides orientation to the EDs in Wilson County and TriStar Summit, which is on the border.

Exhibit 1N-5
Service Area Map With All Wilson County EDs and Host Hospital



As shown **in Exhibit 1N-5,** there are two highly-utilized EDs in the service area – TriStar Mt. Juliet FSED and Vanderbilt Wilson County Hospital ("VWCH").

TriStar Mt. Juliet FSED opened in 2017. It originally operated 8 ED TRs, and recently expanded to 11 in

2022. However, despite this expansion, the TriStar Mt. Juliet FSED has continuously operated above the American College of Emergency Physicians ("ACEP") Guidelines, which is discussed below in more detail in the Capacity Challenge section.

VWCH is located in zip code 37087 on the north side of Lebanon and contains 19 ED TRs. Like TriStar Mt. Juliet FSED, VWCH is above the ACEP guidelines.

In total, Wilson County has 2 operating EDs and 30 ED TRs. With respect to the 30 ED TRs, this equates to 0.17 TRs per 100,000 population. This is materially lower than every county in the state with over 75,000 people, except Williamson County.

Exhibit 1N-6R
ED Treatment Rooms By County

County	TRs by County			2025 Population	TRs / 1,000 Population
	Hospital Based	FSED	Total		
Williamson	36	11	47	277,193	0.17
Wilson	19	11	30	171,708	0.17
Blount	27	0	27	144,400	0.19
Montgomery	43	9	52	251,815	0.21
Sumner	54	9	63	215,234	0.29
Rutherford	121	0	121	388,909	0.31
Bradley	41	0	41	116,119	0.33
Washington	51	0	51	113,913	0.36
Robertson	18	11	29	140,553	0.36
Sevier	38	0	38	77,700	0.37
Putnam	35	0	35	101,026	0.38
Maury	38	12	50	85,418	0.41
Anderson	35	0	35	80,627	0.43
Shelby	394	8	402	911,049	0.44
Knox	233	8	241	508,654	0.47
Davidson	398	22	421	385,843	0.59
Hamilton	205	22	227	728,443	0.59
Sullivan	123	0	123	164,002	0.75
Madison	75	0	75	99,089	0.76
State of Tennessee	2,598	149	2,748	7,242,733	0.38

*CON granted for TriStar Southern Hills FSED in Nolensville and TriStar White House FSED and construction is underway.

Distances and travel times to the existing overcapacity EDs are shown in the two tables below, **Exhibit 1N-7R** and **1N-8**. It is readily apparent that the TriStar Lebanon FSED will reduce travel times for Wilson

Attachment 1N – FSED Criteria and Standards

County residents located in Zip Code 37090, Baird's Mill, Cherry Valley, Gladeville, Norene, Watertown and Tuckers Crossroad.

Exhibit 1N-7R
Distance From Various Locations In Wilson County
To The Proposed FSED And To Existing EDs In The Service Area

Emergency Room	Distance in Miles from:	Wilson County (centroid)	37090 (centroid)	Bairds Mill	Cherry Valley	Gladeville	Norene	Watertown	Tuckers Crossroad	Distance to Proposed FSED
TriStar Lebanon FSED Service Area		3.6	10.7	8.1	12.8	8.9	14.0	14.7	9.2	--
TriStar Mt. Juliet FSED Service Area		11.5	13.5	12.5	20.4	7.3	19.9	22.2	16.7	8.3
VWCH		6.5	13.6	11.2	13.8	12.8	14.5	15.8	9.4	3.2

Google Maps (centroids GPS software)

Exhibit 1N-8
Travel Times From Various Locations In Wilson County
To The Proposed FSED And To Existing EDs In The County

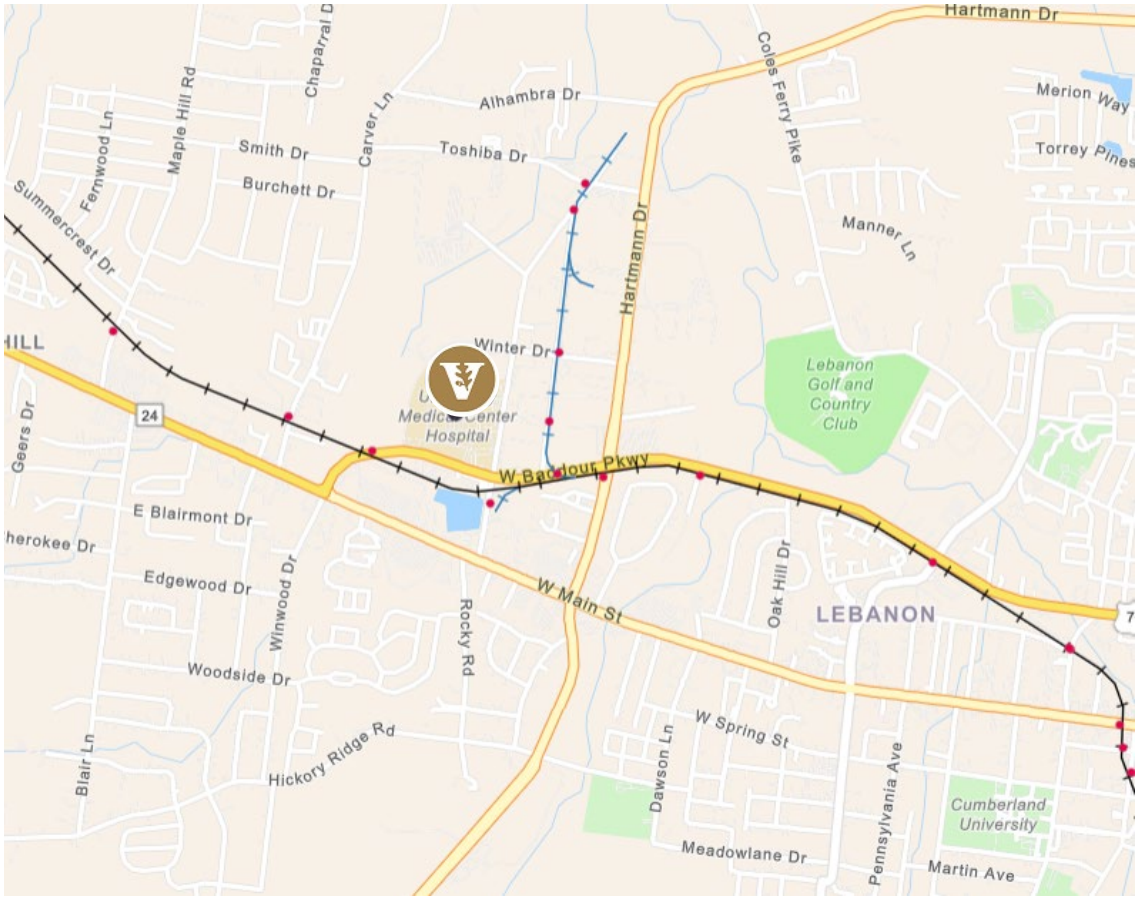
Emergency Room	Distance in Minutes from:	Wilson County (centroid)	37090 (centroid)	Bairds Mill	Cherry Valley	Gladeville	Norene	Watertown	Tuckers Crossroad	Minutes to Proposed FSED
TriStar Lebanon FSED		9	20	13	15	12	18	20	11	--
TriStar Mt. Juliet FSED		16	25	18	22	13	29	26	16	12
VWCH		15	26	20	22	19	24	26	18	11

Google Maps (centroids GPS software)

Of note, the time to VWCH does not reflect the potential access constraints getting to VWCH from the south and the east. More specifically, VWCH is bounded by at-grade railroad crossings[6] on two sides – the south and the east, as shown below in **Exhibit 1N-9.**

[6] At-grade crossings are where a roadway crosses the railroad tracks "at-grade" meaning that cars must cross the tracks. https://railroads.dot.gov/railroad-safety/divisions/crossing-safety-and-trespass-prevention/railroad-crossing-safety.

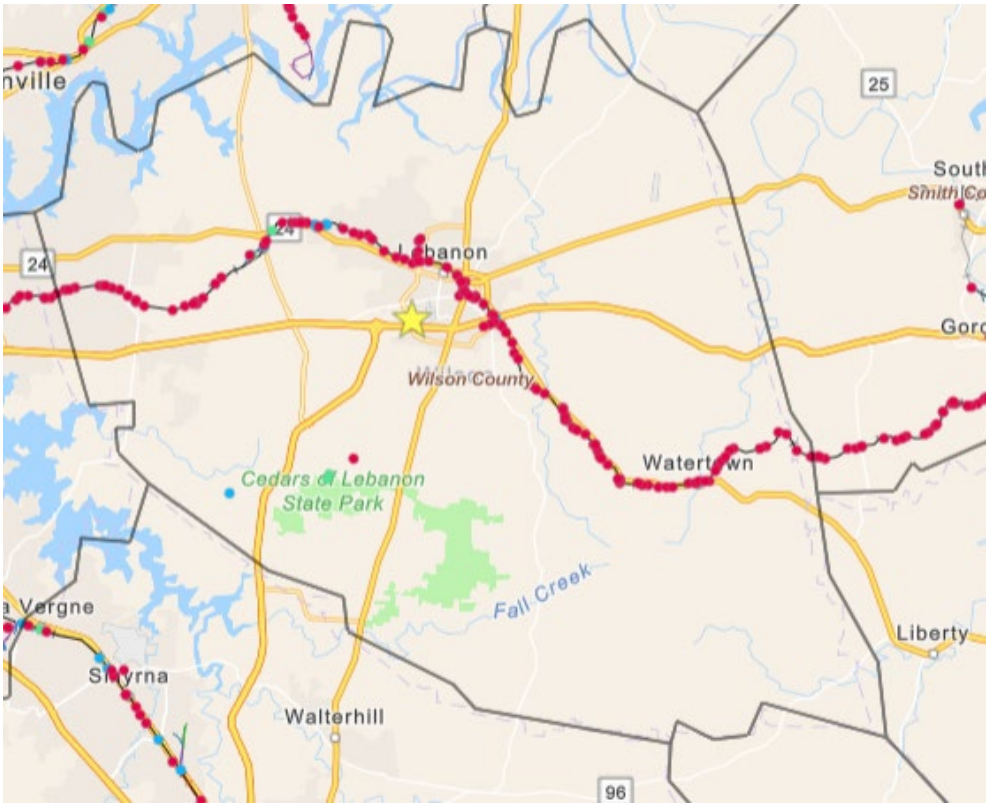
Exhibit 1N-9
At-Grade Railroad Crossings Surrounding VWCH



Each red dot represents an at-grade railroad crossing at a public or private road
Source: ArcGis, Federal Railroad Administration Office of Safety's Crossing Inventory

A larger view of the myriad of at-grade railroad crossings in Wilson County – largely in Lebanon – is below.

Exhibit 1N-10
At-Grade Railroad Crossings in Wilson County

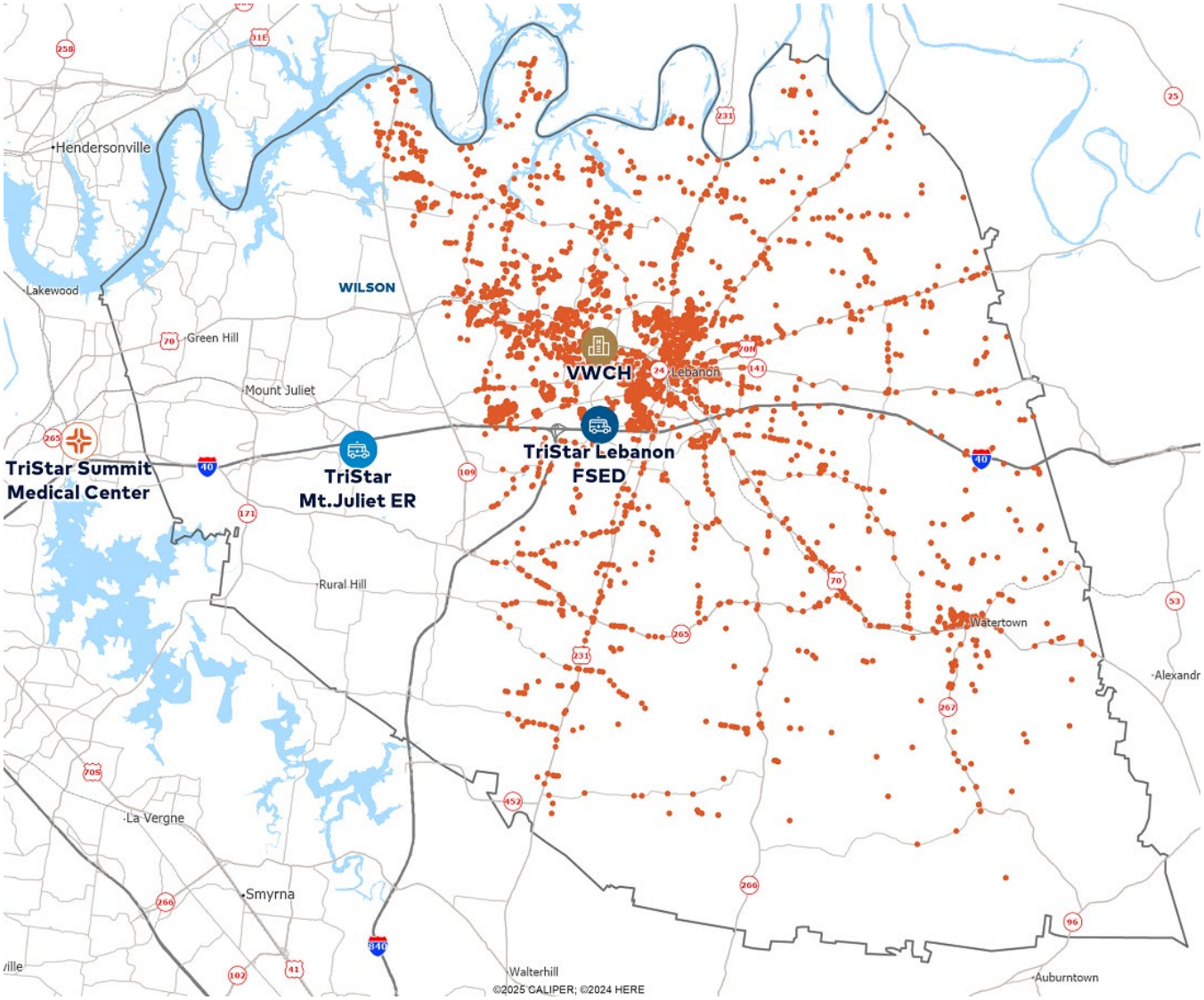


Each red dot represents an at-grade railroad crossing at a public or private road
Source: ArcGis, Federal Railroad Administration Office of Safety's Crossing Inventory

This means that patients seeking to access VWCH from the south and east risk being unable to access care due to trains.

The Applicant has determined that 35.5% of its current ER patients in Wilson County will reside closer to the TriStar Lebanon FSED than to the TriStar Mt. Juliet FSED, enhancing access for those patients and helping relieve capacity constraints at the TriStar Mt. Juliet FSED. **Exhibit 1N-11** shows the patients already going to its TriStar Mt. Juliet FSED that will be closer to the TriStar Lebanon FSED than the TriStar Mt. Juliet FSED. The patients closer to the TriStar Lebanon FSED are in orange.

Exhibit 1N-11
Patients from TriStar Summit and TriStar Lebanon FSED in CY 2024



Relief for the capacity issues at the TriStar Mt. Juliet FSED cannot be relieved by the two closest existing EDs located outside of Wilson County. TriStar Summit and Sumner Regional Medical Center ("SRMC") are outside the service area. **Table 1N-12** shows distances and drive times from TriStar Summit and SRMC to the proposed FSED.

Attachment 1N – FSED Criteria and Standards

Table 1N-12
Distances And Drive Times From TriStar Summit And SRMC To The Proposed FSED.

Closest ED Outside Service Area	Distance to TriStar Lebanon FSED	Driving time to TriStar Lebanon FSED
TriStar Summit	16.8 miles	23 minutes
SRMC	20.2 miles	33 minutes

Source: Google Maps

The proposed FSED will enhance geographic access to emergency services for patients in the Service Area and thus improve outcomes for patients with life threatening conditions.

Travel times are critical when it comes to life threatening conditions such as heart attacks or strokes. With drive times to area hospitals ranging as high as 45 to 50 minutes with traffic, patients even when transported by EMS, can miss the "golden hour" when life saving and disability preventing treatment, such as Thrombolytics as well as other medications, can limit the damage done by a stroke or heart attack. It is important to remember that:

- In the United States, someone has a heart attack **every 40 seconds**.
- Every year, about 805,000 people in the United States have a heart attack.
- 1 in 6 people will have a stroke in their lifetime.
- There is **1 stroke every 40 seconds** in the United States.
- 1 in 10 people will have a seizure in their lifetime.

Reduced travel and transport times to ED services are directly linked to improved outcomes including lives saved. For example:

Condition	**Clinical Outcomes[7]**	**# of TriStar FSED Patients in 2024**
Cardiac Arrest	Survival Rates: 22% at 0 Minutes 8% at 10 Minutes 3% at 20 Minutes	67
Stroke	1.9 million neurons die every minute a stroke goes untreated	76
Sepsis	1-year mortality risk increases 10% for every hour delay in antibiotic administration	732

[7] *Cardiac: Yoshikazu, Goto. Relationship Between the Duration of Cardiopulmonary Resuscitation and Favorable Neurological Outcomes After Out-of-Hospital Cardiac Arrest: A Prospective, Nationwide, Population-Based Cohort Study. Journal of the American Heart Association, 2006 March; 115.002819; Stroke: Saver JL. Time is brain--quantified. Stroke. 2006 Jan;37(1):263-6; Sepsis: Peltan et al. ED Door-to-Antibiotic Time and Long-term Mortality in Sepsis. Chest. 2019 May;155(5):938-946.*

Confirmed in the above chart, the sooner a patient gets medical attention, the better their chances of surviving, recovery, and regaining their quality of life. This proposed FSED will offer a vital access point to emergency care for residents of the service area in an easily accessible location.

Residents of the service area lack timely access to emergency care. Since traffic can easily add 15 to 45 minutes to patient travel or transport to existing hospitals, this can significantly impact patient access to critical emergency care in a timely manner. Residents of the service area deserve to have more timely, local access to life saving care.

To address this geographic isolation, TriStar Summit proposes to develop a FSED in Lebanon. While not every town, zip code or service area can support a FSED, TriStar Summit believes that the data and analysis included in this application present compelling evidence that the TriStar Lebanon FSED's service area has reached a critical mass of patients needing emergency services that can support a FSED—based solely on shifting patients from existing TriStar EDs that are the overwhelming choice of healthcare consumers in the service area today—while simultaneously decompressing TriStar's existing EDs that are at or above ACEP capacity standards.

In addition, consumers will be advantaged from the resulting access to and availability of the TriStar Lebanon FSED. The Applicant has determined that 35.5% of the 2024 patients that went to the TriStar Mt. Juliet FSED will reside closer to the TriStar Lebanon FSED than to the TriStar Mt. Juliet FSED, enhancing access for those patients and helping relieve capacity constraints at the TriStar Mt. Juliet FSED.

This is further confirmed by members of the community and community leaders submitting letters of support (**Attachment 1N-A**):

> *The need for an ER facility at the planned location is going to significantly increase within the next two to five years as major residential developments, including several multi-family housing projects, are constructed and a major Del Webb retirement community is completed. As Lebanon's population grows, our healthcare infrastructure will have to keep up, and the TriStar Lebanon ER ensures that our community has access to care in the instances that they need it the most. I hope that this board takes the needs of Lebanon residents into account and votes to approve the TriStar Lebanon ER proposal.*
>
> *Mayor Rick Bell*
> *Mayor of City of Lebanon*

> *The planned Summit ER would serve our community in one of Middle Tennessee's most concentrated population areas, serving almost 40,000 people and about 14,500 households within a five mile radius of the facility…It is critical that patients in Lebanon can get to the ER quickly and be seen by a provider. TriStar provides high-quality, lifesaving care at their Mount Juliet FSER ..and I am confident that a similar facility in Lebanon would serve this community well.*
>
> *Chris Crowell*
> *Ward 4 Councilor, City of Lebanon*

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.

The Project

The proposed TriStar Lebanon FSED is central to the defined service area: Wilson County. There are two existing EDs in the service area: VWCH and TriStar Mt. Juliet FSED. However, as explained above, neither are in the same zip code as the proposed TriStar Lebanon FSED. The high volume of patients at the two existing EDs, coupled with the geographic isolation of the area show the need for the TriStar Lebanon FSED.

The Applicant

TriStar Summit is a 234-bed acute care hospital located in Hermitage, Davidson County, Tennessee, right on the border between Davidson County and Wilson County. It is part of the TriStar Health. In 2023, TriStar Health EDs cared for 47.4% of the service area residents' emergency visits. TriStar Summit treats the most service area patient visits at 42%. **Exhibit 1N-13** below shows the relative percentages of the ED patient visits where patients obtained emergency care in 2023.

Exhibit 1N-13
% of ED Visits in Proposed TriStar Lebanon FSED Service Area by Provider, 2023

Hospital/ED	County	Visits	Service Area Visits	%
TriStar Summit	Davidson & Wilson	26,829	63,535	42.2%
VWCH	Wilson	23,923	63,535	37.7%
Vanderbilt University Medical Center ("VUMC")	Davidson	4,635	63,535	7.3%
TriStar Centennial	Davidson	1,421	63,535	2.2%
St. Thomas Midtown	Davidson	1,164	63,535	1.8%

St. Thomas Rutherford	Rutherford	977	63,535	1.5%
SRMC	Sumner	647	63,535	1.0%
Other EDs	Davidson & Others	3,939	63,535	6.2%
Total				100.0%

Source: HDDS Data DR# 35551011. Rounding causes totals to not foot.

TriStar Summit's main campus ED has 36 TRs and TriStar Mt. Juliet FSED has 11 TRs. Both are highly utilized.

Need for the Proposed TriStar Lebanon FSED

The primary need for this FSED is because all EDs in the service area are over capacity.

Much of the service area consists of residential neighborhoods – with significant projected population growth. As shown in **Exhibit 1N-14**, the population of Wilson County is expected to grow by 11.4% from 2025 to 2030 (from 171,708 residents to 191,267 residents in 2030).

Exhibit 1N-14
Population of Service Area

	2000	2010	2020	2025	% Change from 2000 to 2025	2030 (proj.)	2025-30 % Change
Wilson County	88,809	113,993	147,737	171,708	93.4%	191,267	11.4%

Source: 2000 US Census, 2010 US Census, Boyd Center for Business and Economic Research

The City of Lebanon, the location of the Proposed TriStar Lebanon FSED, is also experiencing significant growth. Lebanon is the 12th fastest growing city in the United States, growing 8.9% from July 2023 to July 2024.[8] Moreover, Lebanon is the most-populated municipality in Wilson County, with an estimated 2024 population of 51,501.[9] There are multiple residential and commercial projects in Wilson County, and Lebanon, including Barton Village, which will bring almost 2,000 homes, along with outdoor recreation, 700 apartments, 450 townhomes, and over 700 homes in the Del Webb community, which caters to those 55 and older.[10]

Exhibit 1N-15
Service Area Population by Age, 2010-2030

	2010				
Service Area	**0-17**	**18-44**	**45-64**	**65+**	**Total**
Wilson County	28,279	38,840	33,006	13,868	113,993

[8] https://www.wkrn.com/news/local-news/lebanon-named-12th-fastest-growing-city-in-u-s/.
[9] "Population Estimates." University of Tennessee Institute for Public Service. Accessed June 17, 2025, 2025, https://tnsdc.utk.edu/estimates-and-projections/population-estimates/.
[10] https://www.wkrn.com/news/local-news/wilson-county-development-with-nearly-2000-homes-to-open-in-2025/.

	2025				
Service Area	**0-17**	**18-44**	**45-64**	**65+**	**Total**
Wilson County	39,073	59,001	44,725	28,909	171,708
	Percent Growth: 2010 to 2025				
Service Area	**0-17**	**18-44**	**45-64**	**65+**	**Total**
Wilson County	38.2%	51.9%	35.5%	108.5%	38.4%

Source: 2000 US Census, 2010 US Census, Boyd Center for Business and Economic Research

Reflected above, the service area increased substantially during the past 15 years. By age cohort, children increased 38% while seniors increased more than 100%. During the next five years, the service area is expected to grow an additional 11% to more than 190,000 people. **Exhibit 1N-16** below summarizes the 2025 and 2030 population and forecasted growth rates for the service area zip codes.

Exhibit 1N-16

	2025				
Service Area	**0-17**	**18-44**	**45-64**	**65+**	**Total**
Wilson County	39,073	59,001	44,725	28,909	171,708
	2030				
Service Area	**0-17**	**18-44**	**45-64**	**65+**	**Total**
Wilson County	43,596	64,617	49,385	33,669	191,267
	Percent Growth: 2025 to 2030				
Service Area	**0-17**	**18-44**	**45-64**	**65+**	**Total**
Wilson County	11.6%	9.5%	10.4%	16.5%	11.4%

Source: Boyd Center for Business and Economic Research

Older adults use emergency healthcare services at a higher rate than any other age group. The rapid growth and aging of the service area population will result in increased demand for healthcare services including emergency services. This is particularly true for the elderly population, which has been documented to have a higher incidence of emergency conditions than any other age cohort.[11] In addition to published studies documenting that ED use rates increase as the population ages, analysis of use rates at the zip code level within the service area further confirms this.

Aging of the population is further demonstrated in **Exhibit 1N-16.** In 2025, the elderly comprised approximately 17% of the population of Wilson County. This will increase to 17.6% in the next five years. As the elderly population in the area continues to increase, new facilities are being built in Lebanon to accommodate this growth. For example, Del Webb, an over 55 development, announced it intended to

[11] Ukkonen, M., Jämsen, E., Zeitlin, R., & Pauniaho, S. L. (2019). Emergency department visits in older patients: a population-based survey. BMC emergency medicine, 19(1), 20. https://doi.org/10.1186/s12873-019-0236-3.

develop over 700 homes 2.8 miles away from the proposed TriStar Lebanon FSED.

The proposed TriStar Lebanon FSED will provide expanded access for service area residents, including the elderly, upon its implementation. This is particularly important given the impending population growth in conjunction with the existing capacity constraints at VWCH, TriStar Summit's main campus, and TriStar Mt. Juliet FSED. The TriStar Lebanon FSED will help ease capacity constraints at all three of these EDs.

The proposed FSED is designed to better serve TriStar Summit's existing patient base by providing a more convenient access point closer to where these patients reside. By patient choice, it will result in a shifting of TriStar Health patient visits from the service area to the TriStar Lebanon ED. This will help ease capacity constraints at the host hospital and the TriStar Mt. Juliet FSED while benefiting consumers through enhanced access.

Wait Times

Wait times as measured by CMS are just one measure of ED need and capacity. There are certain hospitals with long wait times and that go on diversion often and these limitations at those hospitals impact overall access to care. There are 2 EDs in the service area – TriStar Mt. Juliet FSED and VWCH. The Centers for Medicare and Medicaid Services (CMS) does not separately report wait time for the FSEDs as their data is encompassed under the host hospital's single provider number. Therefore, the data for VWCH and TriStar Summit is presented in this wait time analysis with the FSED data encompassed within the individual hospital's data.

Exhibit 1N-17 demonstrates the visits per treatment room for the EDs in Wilson County, along with TriStar Summit, which is not in the service area. Both of the EDs in the service area are well in excess of all of the ACEP Ranges. Moreover, TriStar Summit is in excess of the ACEP High Range – which is the classification of its main campus ED. As shown in **Exhibit 1N-18** and **1N-19** below, the visits per treatment room in 2024 at TriStar Summit and TriStar Mt. Juliet FSED are still well over the ACEP Ranges for the respective facilities, with the largest increase from 2023 to 2024 occurring at the TriStar Mt. Juliet FSED – the location which is likely to benefit the most from the addition of the TriStar Lebanon FSED.

Exhibit 1N-17
Visits per Treatment Room in Existing ED Facilities in Service Area and Host Hospital

Emergency Department	Year(s)	Total Visits	# of Rooms	# Visits per Room	ACEP Low Range	ACEP Mid Range	ACEP High Range
Exceeded ACEP Range							
TriStar Mt. Juliet FSED	1/1/2023-12/31/2023	20,683	11	**1,880**	**1,429**	1,340	1,250
VWCH	7/1/2022-6/30/2023	31,579	19	1,662	1,429	1,315	1,200
TriStar Summit (Outside Service Area)	1/1/2023-12/31/2023	45,995	36	**1,278**	1,607	1,412	**1,216**
Within ACEP Range							

Below ACEP Range						

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.

As shown in **Exhibit 1N-18** below, TriStar Summit's main campus ED, which is outside the service area, saw 22 fewer patients per treatment room than the ACEP guidelines. But, by 2024, it exceeded the visits per TR by 88 visits per room. Even more striking, in 2022, the TriStar Mt. Juliet FSED exceeded the ACEP guideline for a Low Range ED by 299 visits per TR, or 21%. As of 2024, the FSED exceeded the visits per treatment by 676 visits per TR, or 49%.

Exhibit 1N-18
Visits per Treatment Room at TriStar Summit's Main Campus ED
(Outside Service Area)
Calendar Years 2022 through 2024

Year	# of Visits	# of Rooms	# Visits per Room	ACEP High Range
2022	42,971	36	1,194	1,216
2023	45,995	36	1,278	1,216
2024	46,946	36	1,304	1,216

Source: JARs for respective years.

Exhibit 1N-19
Visits per Treatment Room at TriStar Mt. Juliet FSED
Calendar Years 2022 through 2024

Year	# of Visits	# of Rooms	# Visits per Room	ACEP Low Range
2022	19,008	11	1,728	1,429
2023	20,683	11	1,880	1,429
2024	22,712	11	2,065	1,389

Source: JARs for respective years.

By establishing an access point in Lebanon, many of TriStar Summit's patients who reside closer to the TriStar Lebanon FSED are expected to choose the closer more convenient option. This will result in a shift of ED volume from TriStar Summit's main campus and the TriStar Mt. Juliet FSED to the proposed TriStar Lebanon FSED, optimizing patient flow at all three locations and reducing the frequency of volume surges at TriStar Summit and TriStar Mt. Juliet FSED.

There will likely be a shift in ED patient visits from other TriStar facilities too, such as TriStar Centennial and TriStar Skyline.

As documented throughout the CON application, TriStar Summit ED is extremely busy and faces capacity constraints. As the CMS data presented in the Quality section of this Attachment 1N

evidences, TriStar Summit's wait time performance is being affected by the volume of patient visits it has. TriStar Summit wants to reduce its wait times.

Several of the data tables under this portion of the Standards and Criteria are no longer recorded by CMS. However, OP-18 and OP-22 are still collected and recorded for all hospitals by CMS. Several points regarding this data are relevant.

Exhibit 1N-20
Measure: OP-18 Median Time from ED Arrival to ED Departure for Discharged Patients

Emergency Department	Volume	Timeframe	ED Time/Score	TN Average	National Average
TriStar Summit	Very High	7/1/23 - 6/30/24	141	183	193
VWCH	Medium	7/1/23 - 6/30/24	178	161	175

Source: CMS Medicare Compare, updated April 30, 2025.

The median time from ED arrival to ED departure compiled by CMS for TriStar Summit is shown by CMS to be 141 minutes. *See* **Exhibit 1N-20** above. CMS also designates each hospital as very-high volume, high volume, medium volume or low volume and then identifies the average time for hospitals within each volume grouping to calculate the average by state and national for comparative purposes to a defined peer group. TriStar Summit's median wait time is significantly below its comparable Tennessee (183 minutes) and National times (193 minutes), but it is higher than TriStar Summit would like, which underscores the need for establishment of a FSED in Lebanon to provide care to some of the patients who would otherwise choose to go to TriStar Summit or TriStar Mt. Juliet FSED for their care.

In addition, VWCH – the only other ED in the service area – has a Median Time to ED Arrival to ED Departure which is above (longer than) both Tennessee and National averages.

With respect to Left Without Treatment, both TriStar Summit and VWCH have 0%. Effective triage of patients and its throughput contribute to TriStar Summit's positive results. Implementing the TriStar Lebanon FSED will bring these advantageous quality features to the service area resulting in consumer enhancement of access and timeliness of care.

In sum, TriStar Summit is well above the ACEP standards for ED visits per room of a High Range ED and TriStar Mt. Juliet FSED and VWCH – the two EDs located in the service area – are well above the ACEP standards for ED visits per room no matter the type. At the same time, VWCH is above the national average for Median Time from ED Arrival to ED Departure. Conversely, TriStar Summit is well below Tennessee and National average wait times regardless of its visits per room. This is due to the benchmark expectations of all TriStar facilities and HCA Healthcare's focus nationally on improving the timeliness of care offered by its EDs.

Data:

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.

Visits per Treatment Room

There are two EDs in the service area – VWCH and TriStar Mt. Juliet FSED – both of which are over the ACEP guidelines. TriStar Mt. Juliet FSED has the highest number of visits per room of all emergency providers at 1,880 visits per room (2023). However, both VWCH and TriStar Mt. Juliet FSED exceed the high, mid, and low ACEP ranges. In addition, right on the border of the service area is TriStar Summit – the host hospital – which is also above the ACEP guidelines for an ED of its size and service intensity. Visits per treatment room for the Wilson County EDs, along with TriStar Summit's main campus ED are presented in **Exhibit 1N-21.**

Exhibit 1N-21
Visits per Treatment Room in Existing ED Facilities in Service Area and Host Hospital

Emergency Department	Year(s)	Total Visits	# of Rooms	# Visits per Room	ACEP Low Range	ACEP Mid Range	ACEP High Range
Exceeded ACEP Range							
TriStar Mt. Juliet FSED	1/1/2023-12/31/2023	20,683	11	**1,880**	**1,429**	1,340	1,250
VWCH	7/1/2022-6/30/2023	31,579	19	**1,662**	1,429	**1,315**	1,200
TriStar Summit (Outside Service Area)	1/1/2023-12/31/2023	45,995	36	**1,278**	1,607	1,412	**1,216**
Within ACEP Range							
Below ACEP Range							

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.

In addition, there is even more compelling reason for the implementation of the TriStar Lebanon FSED when examining the increase in ED volume at both the TriStar Mt. Juliet FSED and TriStar Summit. **Exhibit 1N-22** below is the three-year trend of ED visits at TriStar Summit's main campus ED. **Exhibit 1N-23** below contains the three-year trend of ED visits at TriStar Mt. Juliet FSED using JAR data, as the HDDS data does not differentiate between TriStar Summit's main campus ED and the TriStar Mt. Juliet FSED.

Exhibit 1N-22
Visits per Treatment Room at TriStar Summit's Main Campus ED
(Outside Service Area)
Calendar Years 2022 through 2024

Year	# of Visits	# of Rooms	# Visits per Room	ACEP High Range
2022	42,971	36	1,194	1,216
2023	45,995	36	1,278	1,216
2024	46,946	36	1,304	1,216

Source: JARs for respective years.

Exhibit 1N-23
Visits per Treatment Room at TriStar Mt. Juliet FSED
Calendar Years 2022 through 2024

Year	# of Visits	# of Rooms	# Visits per Room	ACEP Low Range
2022	19,008	11	1,728	1,429
2023	20,683	11	1,880	1,429
2024	22,712	11	2,065	1,389

Source: JARs for respective years.

As shown above in **Exhibit 1N-22**,TriStar Summit's visits per room in CY 2024 reached 1,304, an 8.5% increase from 1,194 in CY 2022.

With respect to emergency departments in the service area, **Exhibit 1N-23** shows that TriStar Mt. Juliet FSED's visits per room in CY 2024 reached 2,065 visits, an 16.3% increase from 1,728 visits in CY 2022. Of note, the TriStar Mt. Juliet expanded from 8 TRs to 11 TRs in 2022. However, TriStar Mt. Juliet FSED's visits remained above the ACEP guidelines, now exceeding 2,000 visits per room. Likewise, the only other emergency department in the service area, VWCH, has also been over the ACEP guidelines in CY 2022 and 2023 – no matter what ACEP standard is used. **Exhibit 1N-24** contains the three-year trend of emergency visits at VWCH.

Exhibit 1N-24
Visits per Treatment Room at VWCH
Fiscal Years 2021 through 2023

Year	# of Visits	# of Rooms	# Visits per Room	ACEP Low Range	ACEP Mid Range	ACEP High Range
July 1, 2020-June 30, 2021	23,565	19	1,240	1,389	1,320	1,250
July 1, 2021-June 30, 2022	29,249	19	1,539	1,429	1,315	1,200

July 1, 2022-June 30, 2023	31,579	19	1,662	1,429	1,315	1,200

Source: JARs for respective years.

Shown another way, **Exhibit 1N-25** shows the 2021 through 2023 visits to the two service area providers as reported in the facilities' JARs. However, note that the TriStar Summit JAR year is January 1 through December 31, and VWCH uses June 30 to July 1 of the year.

Exhibit 1N-25
Fiscal Year 2021 to 2023 ED Visits at Wilson County ED Facilities

Hospital ED	FY 2021	FY 2022	FY 2023	% Change
TriStar Mt Juliet FSED	15,159	19,008	20,683	36.4%
VWCH	23,565	29,249	31,579	34.0%
Total ED Visits in Service Area	38,724	48,257	52,262	35.0%

Source: JARs for respective years.

This confirms all emergency rooms in the service area are experiencing capacity constraints along with an increase in ED visits, which will ultimately limit access to care. The visits per room of TriStar Summit, TriStar Mt. Juliet FSED, and VWCH applied to ACEP planning guidelines as presented in **Exhibit 1N-21, 1N-22**, **1N-23**, and **1N-24** above confirm the need for additional capacity in the service area. Thus, establishing the TriStar Lebanon FSED in Lebanon will both provide access to a geographically isolated area and will help decompress some of the volume at the TriStar Summit's main campus ED and its heavily utilized TriStar Mt. Juliet FSED.

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 to demonstrate low-qualityof 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 isdefined as including all of any county included in a ZIP Code area.

Not applicable. The Applicant is not applying under a Low Quality of Care at Existing Emergency

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Department in the service area criteria.

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

Measure: OP-1 Median Time to Fibrinolysis						
Emergency Department	**Timeframe**	**Ed Time/Score**	**Check (X) Applicable Quartile**			
			≤25th Percentile	**25th-50th Percentile**	**50th-75th Percentile**	**≥75th Percentile**
ED 1						
ED 2						
ED 3						
Measure: OP-2 Fibrinolytic Therapy Received Within 30 Minutes						
Emergency Department	**Timeframe**	**Ed Time/Score**	**Check (X) Applicable Quartile**			
			≤25th Percentile	**25th-50th Percentile**	**50th-75th Percentile**	**≥75th Percentile**
ED 1						
ED 2						
ED 3						
Measure: OP-4 Aspirin at Arrival						
Emergency Department	**Timeframe**	**Ed Time/Score**	**Check (X) Applicable Quartile**			
			≤25th Percentile	**25th-50th Percentile**	**50th-75th Percentile**	**≥75th Percentile**
ED 1						
ED 2						
ED 3						
Measure: OP-5 Median Time to ECG						
Emergency Department	**Timeframe**	**Ed Time/Score**	**Check (X) Applicable Quartile**			
			≤25th Percentile	**25th-50th Percentile**	**50th-75th Percentile**	**≥75th Percentile**
ED 1						
ED 2						
ED 3						
Measure: OP-18 Median Time from ED Arrival to Departure for Discharged ED Patients						
Emergency Department	**Timeframe**	**Ed Time/Score**	**Check (X) Applicable Quartile**			
			≤25th Percentile	**25th-50th Percentile**	**50th-75th Percentile**	**≥75th Percentile**
Measure: OP-20: Door to Diagnostic Evaluation by a Qualified Medical Personnel						
Emergency	**Timeframe**	**Ed Time/Score**	**Check (X) Applicable Quartile**			

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Department			≤25th Percentile	25th-50th Percentile	50th-75th Percentile	≥75th 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**			
			≤25th Percentile	25th-50th Percentile	50th-75th Percentile	≥75th Percentile
ED 1						
ED 2						
ED 3						
Measure: OP-23 ED-Head CT or MRI Scan Results for Acute Ischemic Stroke or HemorrhagicStroke 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**			
			≤25th Percentile	25th-50th Percentile	50th-75th Percentile	≥75th Percentile
ED 1						
ED 2						
ED 3						

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.

Utilization Factors Impacting Upon Capacity Constraints

Exhibit 1N-26 below provides the percentage of behavioral health and high acuity ED patient visits treated by TriStar's ED providers in Wilson County. The statewide average data in the table are based on HDDS data for 2021, as it is the most current data available to the Applicant at this time.

Exhibit 1N-26
Additional Data to Demonstrate Need in the Proposed Service Area

Emergency Department	% of Behavioral Health	Statewide Average 2021	% of Level I or II	Statewide Average 2021	% of Ages 65+	Statewide Average 2021
TriStar Summit	5.02%	1.8%	67.0%	57.3%	25.4%	21.2%
TriStar Mt. Juliet FSED	1.3%		45.9%		18.3%	

Sources: 2024 Internal data for TriStar facilities; HDDS data for 2021 for statewide averages
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, and thus includes both inpatient and outpatient ED visits.

Exhibit 1N-26 above shows that:

- According to 2024 internal data, 5.0% of TriStar Summit's ED visits and 1.3% of TriStar Mt. Juliet FSED were behavioral health visits.[12]
- The percentage of Level I or II patient visits – the highest acuity - served in the ED varies significantly from a low of 45.9% at TriStar Mt. Juliet FSED to the high of 67% at TriStar

[12] In order to determine the percentage of behavioral health visits for CY2023, the Applicant looked at internal data for inpatient and outpatient ED visits that were categorized using "behavioral health" as the service line. This service line takes "behavioral health" and "medical psychiatry" DRG codes into consideration, as well as other primary indicators, including the primary CPT code, where necessary.

Summit.

A high percentage of medically complex patients and behavioral health patients can contribute to capacity constraints for EDs. TriStar Summit with high percentages of elderly and high acuity patient visits displays indicators consistent with a high-range ED as defined by ACEP, resulting in longer treatment time and a lower number of visits per ED TRs.

2. Expansion of Existing Emergency Department Facility

Applicants seeking expansion of the existing host hospital ED through the establishment of a FSED 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 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.

Capacity Constraints at TriStar Summit (Host Hospital) and its Mt. Juliet FSED are Fully Evident

The ACEP Guidelines set out 16 factors by which one may categorize an ED as low, mid, or high range in terms of the number of rooms needed for a given range of annual visits. **Exhibit 1N-27** on summarizes the measures and how the Applicant and the TriStar Mt. Juliet FSED fit into the ACEP scheme. While TriStar Summit's main campus ED's results contain high, mid, and low range measures, 9 of the 16 categories classify it as a high-range ED. With respect to the TriStar Mt. Juliet FSED, the results are scattered across all three categories, with the majority being low-range.

Exhibit 1N-27
ACEP Criteria for TriStar Summitt Main Campus ED and TriStar Mt. Juliet FSED

Factor	TriStar Summit (Outside Service Area)	TriStar Mt. Juliet FSED (Inside Service Area)	Metric

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% Emergency Department Patients Admitted as Inpatients	High-Range	Low-Range	Less than 8% is low range. Greater than 20% high range. TriStar Summit 22%; TriStar Mt. Juliet 7%
Length of Stay (Hours) in ED	High-Range	Low-Range	High-Range is > 3.75. Low range is <2. TriStar Summit is 4.48; TriStar Mt. Juliet is 1.97.
% of ED Patients seen in Private Rooms	Mid-Range	Mid-Range	Due to capacity constraints, not all patients (61%) are seen in the private rooms; goal is 100%
% of patients that will be moved from patient rooms to inner waiting or results waiting areas	High-Range	High-Range	Patients are not moved (0% at both locations).
% of observation and extended stay patient remaining in ED	High-Range	High-Range	82.5% at TriStar Summit and 91.6% at TriStar Mt. Juliet until admitted.
# Average Minutes an ED patient admitted as an inpatient remains in ED	High-Range	High-Range	ED patients who are admitted will remain in the department for over 150 minutes after order to admit; TriStar Summit: 395 minutes; TriStar Mt. Juliet 210 minutes.
Average turnaround time (minutes) for results for lab and imaging studies	High-Range	Mid-Range	Mid-Range average turn time is 60 minutes, high-range is 90 minutes; TriStar Summit lab 56 and imaging 123-181; TriStar Mt. Juliet lab 29 and imaging 116-197 minutes.
% of behavioral health ED patients	High-Range	Low-Range	Mid is 4-6% TriStar Summit 8.1%, TriStar Mt. Juliet 2.5%

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% of ED patients either ESI 4 or 5 (% of Non-Urgent Patients)	High-Range	Mid-Range	High is < 25%, mid-range 25-45%; TriStar Summit 10%, TriStar Mt. Juliet is 28% for two levels least acute.
% of ED patients Age 65+	High-Range	Mid-Range	Mid is 10-20% elderly; TriStar Summit 28.6%, TriStar Mt. Juliet 20%.
% of imaging studies performed in ED	Mid-Range	Mid-Range	CT and x-ray at TriStar Mt. Juliet FSED; x-ray at TriStar Summit
Provisions in ED for family consult/grieving rooms	Low-Range	Low-Range	No provisions for additional consult rooms
Availability of geriatric specialty area	Low-Range	Low-Range	No designated geriatric area.
Availability of pediatric specialty area	Low-Range	Low-Range	No specialty areas for pediatrics.
Availability of prisoner/detention patient specialty area	Mid-Range	Low-Range	Behavioral health pod to be used at TriStar Summit; none TriStar Mt. Juliet
Availability of administrative/teaching specialty area	Mid-Range	Low-Range	Moderate at TriStar Summit; none at TriStar Mt. Juliet.
The Range Where Majority of Above Factors Fall, i.e. Low, Mid or High Range	**High-Range**	**Low-Range**	**Majority High for TriStar Summit; Majority Low for TriStar Mt. Juliet**

TriStar Summit's characteristics result in: 3 Low-Range, 4 Mid-Range, and 9 High-Range. In addition, TriStar Mt. Juliet FSED's characteristics result in 8 Low-Range, 5 Mid-Range, and 3 High-Range.

With the median score for TriStar Summit's main campus ED in the High-Range, TriStar Summit is over capacity treating an average of 1,304 ED visits per bed in 2024 versus a High-Range ACEP standard of approximately 1,216 visits per bed. Moreover, with the median score for TriStar Mt. Juliet FSED in the Low-Range, it is over capacity at 2,065 visits per bed versus the Low-Range ACEP standard of approximately 1,389 visits per bed.

Exhibit 1N-28
Emergency Department Design: A Practical Guide to Planning, ACEP – Estimates for Emergency Department Areas and Beds – CY 2024

Facility/Standard	Annual Visits*	Dept. Gross Area	Bed Quantities		
		Square Footage	Bed Quantity	Visits/Beds	Area/Bed
Host Hospital, TriStar Summit (Davidson – Outside Service Area))	46,946	33,329	36	1,304	926
ACEP Standard – High Range	45,000	28,125	HIGH RANGE	1,216	825
Host Hospital, TriStar Mt. Juliet FSED (Wilson)	22,712	11,040	11	2,065	1,004
ACEP Standard – Low Range	25,000	16,175	LOW RANGE	1,389	850

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; visits are calendar year 2024 internal data and recently filed 2024 Joint Annual Report.

The visits per bed in **Exhibit 1N-28** at TriStar Summit's main campus ED (1,304) are more than 7% greater than the 45,000 annual visit ACEP guideline (1,216) for a high-range ED. Moreover, the TriStar Mt. Juliet FSED's visits per bed are more than 48.7% more than the 25,000 annual visit ACEP guideline (1,389) for a low range ED. The capacity constraints at TriStar Summit and TriStar Mt. Juliet are evident when one considers this information.

Together, in 2024, TriStar Summit's main campus ED and TriStar Mt. Juliet FSED had over 69,658 visits. Moreover, the two facilities are estimated to exceed 71,000 visits in CY 2025.

On-Campus Expansion at TriStar Summit Is Not Optimal

TriStar Summit has evaluated several options to address its ED capacity constraints at its on-campus ED and the TriStar Mt. Juliet FSED. It has worked to maximize staffing and processes such as patient flow. This is evidenced in its low LWOT rates (OP-23) and low wait times (OP-18) despite high visits per room and acuity of visits.

An ED expansion on-site would disrupt existing hospital operations and would not result in an efficient design due to various site limitations. Most importantly, on site expansion would not address the inadequate access to services existing in Wilson County today and would not reduce the travel time for Wilson County patients, particularly TriStar Health's existing patient base, to reach an existing ED. Establishing a new FSED in Lebanon is more cost-effective and addresses the long-standing capacity and geographic issues that TriStar Summit's patients face when accessing emergency services. For these reasons, the expansion of services to an offsite, satellite ED in Lebanon was determined to be the best alternative to address TriStar Summit and TriStar Mt. Juliet's FSED existing and growing capacity issues while simultaneously expanding geographic access to care.

TriStar Lebanon FSED is Needed to Help Address TriStar Mt. Juliet FSED and TriStar Summit Capacity Constraints and Growing Service Area Demands

The TriStar Lebanon FSED project will provide additional capacity to accommodate the existing and projected increase in ED visits for the service area. It is projected that the TriStar Lebanon FSED in Lebanon will capture more than 4,300 patients who would otherwise have gone to TriStar Summit or TriStar Mt. Juliet FSED, reducing the capacity challenges at TriStar Summit or TriStar Mt. Juliet FSED to some degree.

TriStar Summit ED has the highest number of visits by emergency patients, when including the TriStar Mt. Juliet FSED. The TriStar Summit ED is also highly utilized and experiencing significant capacity challenges. The TriStar Summit's on-campus ED cared for 46,924 patient visits in year 2024 and is on track to exceed that number in 2025. TriStar Mt. Juliet's FSED – the closest TriStar Health ED – cared for 22,706 patient visits in 2024, and is also expected to exceed that in 2025. 35.5% of patients cared for by TriStar Mt. Juliet FSED will live closer to the proposed TriStar Lebanon FSED than the TriStar Mt. Juliet FSED. Accordingly, TriStar Summit submits that many of those patients will shift to the TriStar Lebanon FSED in Year 1, which should help relieve some of the burden on TriStar Summit and TriStar Mt. Juliet FSED.

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.

Historical Utilization of Existing Providers Serving the Service Area

Currently, there are two emergency care providers in the service area: TriStar Mt. Juliet FSED and VWCH. Historical utilization of existing providers serving the service area is presented below. **Exhibits 1N-29** and **1N-30** provide relative percentages of emergency care services provided in the service area in CY 2023. Neither of the service area EDs are in the same zip code as the Proposed TriStar Lebanon FSED. Rather, VWCH is in 37087 and the TriStar Mt. Juliet FSED is located in 37122. Moreover, both VWCH and the TriStar Mt. Juliet FSED are above capacity.

In 2023, the TriStar Summit's main campus ED and TriStar Mt. Juliet FSED provided approximately 42% of the ED visits in the service area. Combined in 2023, TriStar Health provided approximately 47.4% of the total ED visits. VWCH has the second highest number of service area ED visits (37.7%). **Exhibit 1N-29** below shows the utilization as required by the FSED Guide:

Exhibit 1N-29
Historical Utilization of Existing Providers by Service Area Patient Visits

Emergency Department	County	Service Area Resident ED Visits (A)	Total Service Area Resident ED Visits (B)	Patient Utilization in Service Area (A)/(B) X 100 = %
TriStar Summit	Davidson & Wilson	26,829	63,535	42.23%
VWCH	Wilson	23,923	63,535	37.65%
VUMC	Davidson	4,635	63,535	7.30%
TriStar Centennial	Davidson	1,421	63,535	2.24%
St. Thomas Midtown	Davidson	1,164	63,535	1.83%
St. Thomas Rutherford	Rutherford	977	63,535	1.54%
SRMC	Sumner	647	63,535	1.02%
Other Area Hospital	Davidson & Other	3,939	63,535	6.19%
Total		63,535	63,535	100.0%

Source: HDDS data, DR# 35551101

Note: The data for each facility includes any FSEDs, absent the FSED being a separately licensed facility. Accordingly, TriStar Summit includes the TriStar Mt. Juliet FSED in the total numbers.

Exhibit 1N-30
Ranking of ED Providers Using HDDS Data

County	% Highest ED Visits	% 2nd Highest ED Visits	% 3rd Highest ED Visits	Top 3 Facilities Total
Wilson County	**TriStar Summit** 42.23%	**VWCH** 37.65%	**VUMC** 7.3%	**87.18%**
Total Service Area	**TriStar Summit** 42.23%	**VWCH** 37.65%	**VUMC** 7.3%	**87.18%**

Source: HDDS data, DR# 35551101

Utilization trends of the EDs used by the proposed service area patients are provided in response to Question 6N in the main application, which requests historical utilization data (see **Exhibit 1N-31** below). From 2021 through 2023, the total ED visits from the providers in Wilson County increased from 38,724 in 2021 to 52,262 in 2023 – a 35% increase. (See **Question 5N**).

Exhibit 1N-31
Historical Utilization of EDs in Wilson County that Include the Proposed Service Area Last Available 3 Years

Hospital ED	FY 2021	FY 2022	FY 2023	% Change
TriStar Mt Juliet FSED	15,159	19,008	20,683	36.4%
VWCH	23,565	29,249	31,579	34.0%
Total ED Visits in Service Area	38,724	48,257	52,262	35.0%

Source: Hospital JARs.

As the provider of 47% of ED services for Wilson County, TriStar Health proposes the TriStar Lebanon FSED to reduce the capacity of the already overwhelmed service area EDs, while enhancing geographic access to patients that already prefer TriStar Health by bringing emergency services closer to the Lebanon community.

TriStar Summit Growth in ED Demand

The following shows the growth in the Applicant's emergency care demands from 2022 through 2024.

Exhibit 1N-32
Visits per Treatment Room at TriStar Summit's Main Campus ED
(Outside Service Area)
Calendar Years 2022 through 2024

Year	# of Visits	# of Rooms	# Visits per Room	ACEP High Range
2022	42,971	36	1,194	1,216
2023	45,995	36	1,278	1,216
2024	46,946	36	1,304	1,216

Source: JARs for respective years.

Exhibit 1N-33
Visits per Treatment Room at TriStar Mt. Juliet FSED
Calendar Years 2022 through 2024

Year	# of Visits	# of Rooms	# Visits per Room	ACEP Low Range
2022	19,008	11	1,728	1,429
2023	20,683	11	1,880	1,429
2024	22,712	11	2,065	1,389

Source: JARs for respective years.

Impact on Existing Providers

It is not anticipated that TriStar Lebanon FSED will have a meaningful impact on existing non-TriStar providers. The projected utilization for the proposed FSED is heavily based on the anticipation of shift

volume of patients who would otherwise have gone to a TriStar ED. The basis for the projection is discussed in detail in response to **Question 6N** and below.

Exhibit 1N-34
Projected ED Visits Years 1 and 2

Service Area	Year 1	% of Total	Year 2	% of Total
Wilson County	10,813	80%	11,346	80%
Out of Area	2,703	20%	2,836	20%
Total	13,516	100%	14,182	100%

Growth anticipated for patients in the service area is expected to generate approximately 10,138 incremental visits by the second year of operation of the proposed TriStar Lebanon FSED (2028). This represents more than 70% of the visit volume of the proposed FSED by Project Year 2, and most of the service area patients in Year 2. Moreover, the proposed FSED expects to shift additional volume from the host hospital and other TriStar Health affiliates (4,348 visits). This impact analysis is described in detail in application form **Question 6N** and shown in **Exhibit 1N-35** below. The proposed project will have little impact on other existing providers serving the service area.

Exhibit 1N-35
Service Area ED Visit Growth and Patient Shift

CY 2023 ED Visits	63,535
Projected Year 2 Service Area Visits	73,673
Incremental Visits from Service Area Growth	10,138
Projected Shift from TriStar Affiliates	4,348
Combined Total of Shift and Growth	14,486
Projected Service Area Visits Year 2	11,346

Note: Totals and percentages may not tie out due to rounding and will not foot with hand calculation.

In short, it is clear that the proposed project will have very little impact on non-TriStar existing providers serving the service area.

Consistent with the Consumer Advantage, TriStar Lebanon FSED will better serve the growing and aging service area population by providing an emergency access point closer to the homes of many patients in the service area while simultaneously addressing TriStar Summit's and TriStar Mt. Juliet FSED's capacity constraints.

Differentiation of the Proposed Service from Existing Services

As previously established, TriStar facilities care for 47% of the emergency patient visits from the service area, with TriStar Summit (including TriStar Mt. Juliet FSED) caring for 42% of those patient visits. The TriStar Summit and TriStar Mt. Juliet FSED are both very highly utilized and experiencing material capacity challenges at over 1,300 visits per ED room at TriStar Summit and over 2,000 visits per room at

TriStar Mt. Juliet FSED. As shown above, TriStar Health FSEDs serve patients in all acuity levels.

The TriStar Lebanon FSED will enable service area residents who need emergency care for high-risk conditions – requiring prompt and often specialized medical intervention – improved access to such services through the expansion of ED capacity in Lebanon. It will also enable TriStar Summit, which has top quality practices in and around the service area, to introduce those metrics at the new FSED site. These include operating with reduced waiting times for all patients and reduced rates of leaving without treatment at the main campus ED.

Exhibit 1N-36
Projected TriStar Lebanon FSED Acuity Levels

Level of Care – CPT	Percent of Total
Level 1 – 99281	3.2%
Level 2 – 99282	8.7%
Level 3 – 99283	46.4%
Level 4 – 99284	33.7%
Level 5 – 99285	8.0%
Critical Care	0.1%
Total	**100.0%**

Note: CPT Code and Level of Care – Level 5 and Critical Care are most acute and Level 1 is least. Totals may not tie out due to rounding.

Urgent and primary care providers in and around the service area are not an alternative in the event of a need for emergency care. Importantly, urgent, and primary care service models:

- Are not 24/7 resources, generally operate with reduced hours on weekends, and are generally closed on major holidays (i.e. – Easter, Thanksgiving, Christmas, etc.);
- Are not necessarily able or required to provide uncompensated care;
- Are neither staffed nor equipped to treat all types of emergencies while mobilizing additional inpatient resources for care after stabilization; and
- Are not equipped with complex imaging equipment as well as the same lab and pharmacy.

Furthermore, travel time will be shortened by the presence of the proposed TriStar Lebanon FSED in the community closer to where service area patients live. This location will save travel time while simultaneously alleviating the demonstrated capacity challenges at the two service area emergency departments which are operating in excess of all ACEP Guidelines and TriStar Summit's main campus ED, which is operating above capacity for a High Range ED.

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:

Attachment 1N – FSED Criteria and Standards

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.

Not applicable. The proposed service area is in Wilson County which is not rural. Accordingly, this criterion does not apply. However, the same information requested below is provided in response to **Question 3A** above.

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						
Other Hospitals						
Total						
Proposed FSED YR 1						

C. Critical Access Hospitals

☐ The proposed service area contains a critical access hospital(s). If this box is checked theapplicant 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.

Not Applicable.

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 a FSED. It is the responsibility of the applicant to provide data on the host hospital ED and what quartile is applicable for each measure.

Data:

The Joint Commission's "Hospital Outpatient Core Measure Set" is utilized to demonstrate the quality of care provided by EDs.

Please note that many of the measures in the Hospital Outpatient Core Measure Set are no longer collected or insufficient provider report to create a meaningful comparison.

Exhibit 1N-37, Quality of Care Provided at the Host Hospital ED:

Measure: OP-1 Median Time to Fibrinolysis						
Emergency Department	Timeframe	Ed Time/Score	Check (X) Applicable Quartile			
			≤25th Percentile	25th-50th Percentile	50th-75th Percentile	≥75th Percentile
In the CY 2018 OPPS/ASC final rule, CMS removed the OP-1 measure from the hospital OQR program.[13]						
Measure: OP-2 Fibrinolytic Therapy Received Within 30 Minutes						
Emergency Department	Timeframe	Ed Time/Score	Check (X) Applicable Quartile			
			≤25th Percentile	25th-50th Percentile	50th-75th Percentile	≥75th Percentile
This measure was removed from CMS Star Rating calculation due to too few hospitals reporting.[14]						
Measure: OP-4 Aspirin at Arrival						
Emergency Department	Timeframe	Ed Time/Score	Check (X) Applicable Quartile			
			≤25th Percentile	25th-50th Percentile	50th-75th Percentile	≥75th Percentile
In the CY 2018 OPPS/ASC final rule, CMS removed the OP-4 measure from the hospital OQR program.[15]						
Measure: OP-5 Median Time to ECG						
Emergency Department	Timeframe	Ed Time/Score	Check (X) Applicable Quartile			
			≤25th Percentile	25th-50th Percentile	50th-75th Percentile	≥75th Percentile

[13] https://www.cms.gov/newsroom/fact-sheets/cms-issues-hospital-outpatient-prospective-payment-system-and-ambulatory-surgical-center-payment

[14] https://www.qualityreportingcenter.com/globalassets/2019/11/oqr/pr_jan_2020-op-hc-preview-help-guide-508.pdf.

[15] https://www.cms.gov/newsroom/fact-sheets/cms-issues-hospital-outpatient-prospective-payment-system-and-ambulatory-surgical-center-payment.

Attachment 1N – FSED Criteria and Standards

In the CY 2019 OPPS/ASC final rule, CMS removed the OP-5 measure from the hospital OQR program.[16]

Measure: OP-18 Median Time from ED Arrival to Departure for Discharged ED Patients						
Emergency Department	Timeframe	Ed Time/Score	Check (X) Applicable Quartile			
			≤25th Percentile	25th-50th Percentile	50th-75th Percentile	≥75th Percentile
TriStar Summit	7/1/2023-6/30/2024	141 Minutes	--	--	--	X

Source: Centers for Medicare and Medicaid Services (CMS) Hospital Compare 04-30-2025 Release

Measure: OP-20: Door to Diagnostic Evaluation by a Qualified Medical Personnel						
Emergency Department	Timeframe	Ed Time/Score	Check (X) Applicable Quartile			
			≤25th Percentile	25th-50th Percentile	50th-75th Percentile	≥75th Percentile
In the CY 2018 OPPS/ASC final rule, CMS removed the OP-20 measure from the hospital OQR program.[17]						

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

In the CY 2018 OPPS/ASC final rule, CMS removed the OP-21 measure from the hospital OQR program.[18]

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 within 45 Minutes of ED Arrival						
Emergency Department	**Timeframe**	**ED Time/Score**	**≤25th Percentile**	**25th-50th Percentile**	**50th-75th Percentile**	**≥75th Percentile**
TriStar Summit	7/1/2023-6/30/2024	Not Available	Not applicable Only 31 of 97 Tennessee hospitals reported data for this measure			

Source: Centers for Medicare and Medicaid Services (CMS) Hospital Compare 04-30-2025 Release

Of the 8 CMS Quality of Care measures in the tables above, only 2 are still used by CMS' outpatient quality reporting ("OQR") program:

- OP-18 Median Time from ED Arrival to Departure for Discharged ED Patients and Measure; and
- OP-23 ED-Head CT or MRI Scan Results for Acute Ischemic Stroke or Hemorrhagic Stroke

[16] https://www.qualityreportingcenter.com/globalassets/migrated-pdf/oqr-december-2018-final-rule-qa-pm-508.pdf.
[17] https://www.cms.gov/newsroom/fact-sheets/cms-issues-hospital-outpatient-prospective-payment-system-and-ambulatory-surgical-center-payment.
[18] https://www.cms.gov/newsroom/fact-sheets/cms-issues-hospital-outpatient-prospective-payment-system-and-ambulatory-surgical-center-payment.

Patients Who Received Head CT or MRI Scan Interpretation With 45 Minutes of ED Arrival.[19]

Percentile is a statistical calculation that shows relative standing for comparison within a set of data. If insufficient data is available within the dataset (e.g., a low response rate), a statistically significant percentile rank cannot be determined. Of the two measures reported by CMS, OP-18 is the only one with enough data available to calculate the percentile for hospitals in the state of Tennessee. For OP-18, TriStar Summit scored median of 141, which is well below the Tennessee and National averages. *See* **Exhibit 1N-37** above.

CMS Measure OP-18 is not meant to be compared across all hospitals, rather it is to be compared amongst like hospitals (i.e. high volume, geography, etc). TriStar Summit is in the "Very High Volume" category of emergency departments as assigned by CMS based on total visit volume. As a result, TriStar Summit's peers also include other Very High-Volume Hospitals within Tennessee. Very High-Volume Hospitals have longer treatment times (i.e., time from arrival to departure) as they typically serve patients of higher acuity which require more resources, more tests, etc. Among the 14 Very High-Volume emergency departments in the state, TriStar Summit has the 3rd best score.

Exhibit 1N-38 presents the minutes by hospital for the Very High-Volume Hospitals and demonstrates that among peer hospitals, TriStar Summit is in the best quartile. Notably, the two facilities with a higher OP-18 score than TriStar Summit are both part of HCA Healthcare's TriStar Division.

Exhibit 1N-38
Comparative OP-18 Scores (Minutes) for Very High Volume Hospitals Compared to Peer Hospitals

Hospital	City/Town	Average time patients spent in the emergency department before leaving from the visit	Rank
PARKRIDGE MEDICAL CENTER	CHATTANOOGA	108	1
TRISTAR CENTENNIAL MEDICAL CENTER	NASHVILLE	116	2
TRISTAR SUMMIT MEDICAL CENTER	HERMITAGE	141	3
TENNOVA HEALTHCARE-CLARKSVILLE	CLARKSVILLE	160	4
ERLANGER MEDICAL CENTER	CHATTANOOGA	161	5
SAINT THOMAS RUTHERFORD HOSPITAL	MURFREESBORO	180	6
BAPTIST MEMORIAL HOSPITAL	MEMPHIS	192	7
ASCENSION SAINT THOMAS HOSPITAL	NASHVILLE	194	8
JACKSON-MADISON COUNTY GENERAL HOSPITAL	JACKSON	204	9
JOHNSON CITY MEDICAL CENTER	JOHNSON CITY	208	10
METHODIST HOSPITALS OF MEMPHIS	MEMPHIS	222	11

[19] For OP-23, only 31 out of 97 Tennessee hospitals reported data and, therefore, a statistically significant comparison of percentile rank cannot be determined.

MEMORIAL HEALTHCARE SYSTEM, INC	CHATTANOOGA	236	12
VANDERBILT UNIVERSITY MEDICAL CENTER	NASHVILLE	252	13
UNIVERSITY HEALTH SYSTEM, INC	KNOXVILLE	261	14

Source: CMS Hospital Compare, April 2025. Times based on 12 Months ending June 30, 2024

Based on the data above, when considering like facilities, TriStar Summit is within the top quartile.

TriStar Summit is Recognized as a High-Quality Hospital

TriStar Summit has a number of quality recognitions. These include but are not limited to the following:

- Accredited Chest Pain Center (TJC)
- certified Thrombectomy-Capable Stroke Center (TJC)
- Level III Trauma Center
- Healthgrades Patient Safety Excellence Award (2025, 2023) – Awarded to hospitals performing in the top 10% in the nation
- Healthgrades America's 250 Best Hospital Awards (2025, 2024, 2023) - Top 5% in the nation for consistently delivering clinical quality
- Healthgrades America's 100 Best Hospitals for Critical Care Award (2025, 2024)
- Healthgrades America's 100 Best Hospitals for Pulmonary Care Award (2025, 2024)
- Healthgrades America's 100 Best Hospitals for Stroke Care Award (2025, 2024)
- Healthgrades America's 100 Best Hospitals for Orthopedic Surgery Award (2024, 2023)
- Healthgrades America's 50 Best Hospitals for Outpatient Prostate Care Award (2025)
- Healthgrades America's 50 Best Hospitals for Vascular Surgery Award (2025, 2024, 2023, 2022)
- Healthgrades Neurosciences Excellence Award (2025, 2024)
- Healthgrades Cranial Neurosurgery Excellence Award (2023)
- Healthgrades Critical Care Excellence Award (2025, 2024, 2023)
- Healthgrades Pulmonary Care Excellence Award (2023)
- Healthgrades Stroke Care Excellence Award (2025, 2024, 2023, 2022)
- Healthgrades Surgical Care Excellence Award (2025, 2024, 2023, 2022)
- Healthgrades Top 5% in Nation for Neurosciences (2025, 2024)
- Healthgrades Top 5% in Nation for Treatment of Strokes (2025, 2024)
- Healthgrades Top 10% in Nation for Treatment of Strokes (2025, 2024, 2023, 2022)
- Healthgrades Top 5% in Nation for Critical Care (2025, 2024)
- Healthgrades Top 10% in Nation for Critical Care (2025, 2024, 2023)
- Healthgrades Five-Star Recipient of Treatment for Sepsis (2025, 2024, 2023, 2022)
- Healthgrades Five-Star Recipient of Treatment for Respiratory Failure (2025, 2024, 2023, 2022, 2021)
- Healthgrades Five-Star Recipient of Treatment for Diabetic Emergencies (2025, 2024, 2023)
- Healthgrades Five-Star Recipient of Treatment of Stroke (2025, 2024, 2023, 2022)
- Fortune/PINC AI 100 Top Hospital (2024)

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.

FSEDs differentiate themselves from on-campus hospital EDs in terms of patient experience; hospital EDs have a reputation for long wait times, busy staff, crowded waiting rooms, and frequent diversion status. According to The Journal of Urgent Care Medicine, experience reflects an average of 3-hour wait times in the nation's hospital-based EDs, whereas FSEDs see patients in a few minutes and focus on getting patients out within 60 to 90 minutes.

The patients who will benefit most, although not exclusively, from the proposed FSED are those who have an emergency medical condition requiring prompt and often specialized medical intervention. Urgent and primary care service models are not 24/7 resources, are not able to provide significant uncompensated care, and are not staffed with the types of professionals who often must work as a team to save life and functionality while mobilizing additional inpatient resources for care after stabilization.

Based on TriStar Health affiliates experience operating 183 FSEDs nationally, 70 to 80% of FSED patients reside within 15 minutes of its FSEDs. Given the proposed location of the TriStar Lebanon FSED in southern Lebanon, access for service area patients to emergency case will be improved between _ and _ minutes depending on the location.

The proposed FSED is an extension of emergency care provided by the TriStar Health system and will offer a much-needed alternative access point to emergency care for service area residents. The proposed FSED will not only enhance access to patients with unforeseen, and sometimes critical, needs for medical intervention, but also will result in some patients choosing the TriStar Lebanon FSED because it is closer, which in turn will alleviate some of the emergency service volume present at TriStar Summit and the TriStar Mt. Juliet FSED, along with other TriStar Health affiliates today. Of note, TriStar Mt. Juliet FSED's emergency visits went from 15,159 in 2021 to 22,712 in 2024, which represents 49.8% growth in 3 years. Moreover, the visits per treatment room are the highest in Wilson County (1,880 visits per room) in CY 2023 and increased to 2,065 in CY 2024.

FSEDs are very appropriate models for establishing an access point in populated growth areas that will enhance accessibility to emergency services. A secondary benefit is that it may also decompress hospitals with capacity constraints. FSEDs are also known for reduced wait times and having shorter lengths of stay from arrival through departure time. Over the past decades, the healthcare industry has seen the decentralization and dissemination of healthcare access points to provide high quality care in a sustainable manner. The appropriateness of the FSED model is evident in the success of the FSEDs operated by TriStar Health affiliates. TriStar Health operates 6 existing and 3 approved FSEDs in greater Nashville and the surrounding Middle Tennessee area. TriStar Health approvals include FSEDs in the Nolensville area, East Nashville, and White House. EMS providers, which work with TriStar Health's current FSEDs, have recognized the value and appropriate model of FSEDs resulting in transport to FSEDs of patients in need of emergency care.

The proposed TriStar Lebanon FSED will play a significant role in providing increased access to patients who need to be served at a higher level of care or admitted to a hospital setting through a combination of shifting ED utilization from TriStar Summit and the TriStar Mt. Juliet FSED to alleviate capacity constraints and meeting the needs of the increasing service area population.

In addition, for the most acute patients, FSEDs can serve a critical role in stabilizing emergent patients before transfer/transport to a higher level of care. **Exhibit 1N-39** summarizes the CY 2024 transfers from TriStar Health's Middle Tennessee FSEDs to a higher level of care. While 62.9% of patients were transferred to the host hospitals, which is often the closest facility, 9.8% were transferred to a trauma center and 27.3% were transferred to another hospital based on patient choice and care needs.

Patients will be transferred based on choice and clinical needs. Based on TriStar Health's experience, TriStar Summit anticipates a similar transfer pattern at the proposed TriStar Lebanon FSED.

Exhibit 1N-39
Summary of FSED Transfers to Hospital Locations

	Transfers to Accepting Location					
FSED	**Host Hospital**	**Trauma Hospital**	**Other Hospital**	**Total Transfers**	**Discharges**	**Total ER Visits**
TriStar Mt Juliet	5.4%	0.5%	1.4%	7.3%	92.7%	100.0%
TriStar Century Farms	1.9%	0.6%	1.7%	4.2%	95.8%	100.0%
TriStar Natchez	4.8%	0.8%	2.1%	7.7%	92.3%	100.0%
TriStar Spring Hill	4.4%	0.7%	1.9%	7.0%	93.0%	100.0%
TriStar Portland	5.0%	0.8%	2.4%	8.2%	91.8%	100.0%
TriStar Bellevue	7.9%	0.0%	0.5%	8.4%	91.6%	100.0%
Total	4.2%	0.7%	1.8%	6.7%	93.3%	100.0%
% of Transfers	62.9%	9.8%	27.3%	100.0%		

Source: Internal TriStar data, CY 2024. Trauma Centers include VUMC and TriStar Skyline.

The proposed TriStar Lebanon FSED will play a significant role in providing increased access to patients who need to be served at a higher level of care or admitted to a hospital setting through meeting the needs of the increasing service area population.

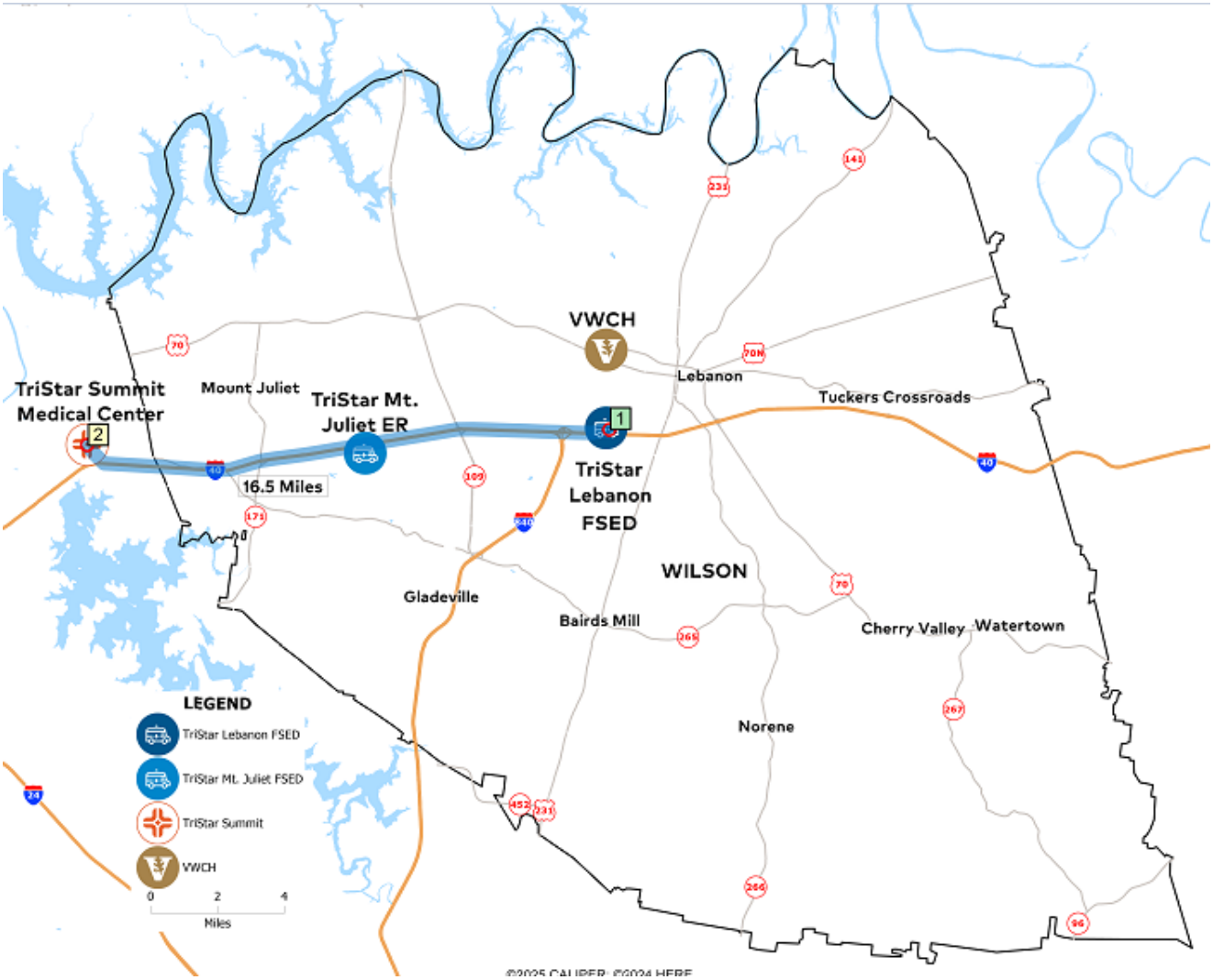
6. Geographic Location

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.

The proposed TriStar Lebanon FSED is located 16.5 driving miles east of the host hospital, TriStar Summit. The map in **Exhibit 1N-40** demonstrates that the proposed FSED is located within a 35-mile radius of the host hospital – TriStar Summit.

Exhibit 1N-40
Within 35 Miles – Driving Miles
Distance from TriStar Summit
to Proposed TriStar Lebanon FSED



Source: Caliper, Drive Times via Google Map.

7. Access

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

By definition, an emergency department, including the TriStar Lebanon FSED, as proposed here, must serve all who seek care as shown in its policies and procedures and based on EMTALA. In 2023, TriStar Health EDs cared for 47.4% of the service area residents' emergency visits. TriStar Summit, including the TriStar Mt. Juliet FSED, treats the most service area patient visits at 42%. TriStar Summit provides state-of-the art care to all patients regardless of their ability to pay as evidenced by the significant percentage of TennCare/Medicaid and self-pay patients from the service area who receive emergency care at TriStar Summit (see the Applicant's response to Criterion 8 below). Further, in CY 2024, Charity care and uninsured discounts for TriStar Summit in 2024 equaled $196,889,435.[20]

TriStar Health makes allowances for all persons who have income at less than 400%of the poverty level. And for those who are below 200% of the poverty level, personal responsibilities are written off in their entirety. Furthermore, all self-pay patients will receive a discount similar to managed care, referred to as an "uninsured discount." This Uninsured Discount is available to patients who have no third-party payer source of payment or do not qualify for Medicaid, Charity, or any other discount program the facility offers.

As demonstrated by TriStar Summit's historical provision of emergency services for all patients, including medically indigent patients, and its historical provision of charity care overall, the proposed FSED will serve equitably all of the proposed service area.

Further, TriStar Summit complies with the No Surprises Act, which fully protects patients from any cost differential between services provided by in-network or out-of- network providers by holding the patients harmless from any such difference and this same policy/application of the law applies to the physician services to be provided in the proposed FSED.

[20] 2024 JAR, Schedule E, page 22.

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.

TriStar Summit and its TriStar Mt. Juliet FSED serve – and will continue to serve at both its existing and proposed locations – a significant number of uninsured and low-income patients presenting with emergency care needs. In CY 2024, 35.3% of TriStar Summit's main campus ED patient visits were uninsured and/or low-income patients, including 20% TennCare/Medicaid and 0.8% medically indigent/charity care patient visits. Combined with the visits from the TriStar Mt. Juliet FSED, in total, 34.6% of the emergency patient visits were uninsured and/or low-income patients. This compares to the service area's rate of 34.4% TennCare/Medicaid and medically indigent/charity care patient visits. The proposed TriStar Lebanon FSED will provide enhanced access to emergency care services for all patients, especially those who are uninsured, low income, or patients with limited access to emergency care.

Exhibit 1N-41
TriStar Summit's ED Services to High Need Populations

	Wilson County CY 2023		Host Hospital TriStar Summit CY 2024		Host Hospital & FSED TriStar Summit & TriStar Mt. Juliet FSED CY 2024	
Payor	**Total ED Patient Visits**	**% Total**	**Total ED Patient Visits**	**% Total**	**Total ED Patient Visits**	**% Total**
Medicare/Medicare Advantage	16,900	26.6%	13,817	29.4%	18,245	26.2%
TennCare/Medicaid	14,726	23.2%	9,035	19.3%	13,907	20.0%
Commercial/Commercial Other	24,668	38.8%	16,543	35.3%	27,290	39.2%
Self-Pay	6,313	9.9%	7,169	15.3%	9,753	14.0%
Medically Indigent / Free	829	1.3%	360	0.8%	435	0.6%
Other	99	0.2%	0	0.0%	0	0.0%
Total	**63,535**	**100.0%**	**46,924**	**100.0%**	**69,630**	**100.0%**
Medicaid/Charity/Self Pay	**21,868**	**34.4%**	**16,564**	**35.3%**	**24,095**	**34.6%**

Source: HDDS DR# 35551101, 2023 ED Visits by Payor for Wilson County; Host Hospital from 2024 Internal Data

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 theinformation 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.**
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.

The proposed service area is not in a rural area with more than 171,708 residents and an expected growth to 191,267 residents by 2030. The service area has a high percentage of elderly residents who are the primary users of healthcare services. Additionally, 6.6% of the population is below the poverty line; Lebanon – the location of the FSED has 14% below poverty line, according to the U.S. Census Bureau. Poverty and low income are associated with poor health due to greater barriers to accessing medical care, such as lack of health insurance and less ready access to primary care and health specialists. Thus, improving access to care for these individuals is an added benefit of this project as additional ED capacity will be added to Wilson County, where TriStar Summit's FSED – TriStar Mt. Juliet FSED – is located, and will add 11 additional TRs to the existing rooms.

Exhibit 1N-42
Patient Origin, Ranked Highest to Lowest, Host Hospital
CY2023

County	Host Hospital ED Visits	% of Total	Cumulative % Total
Davidson County	31,601	49.1%	49.1%
Wilson County	26,829	41.7%	90.81%
Rutherford County	1,295	2.0%	92.82%
Sumner County	945	1.5%	94.29%
Smith County	569	0.9%	95.17%
All Other	3,105	4.83%	100.0%
Total	64,344	100.00%	

Source: HDDS DR #35551101

ED Patient Destination by Hospital ED: Exhibit 1N-43

Exhibit 1N-43
ED Patient Destination by Hospital ED, 2023

County	Service Area EDs		Subtotal of County EDs	Out of County EDs																		Total
	Patient ED 1	Patient ED 2		Patient ED 3	Patient ED 4	Patient ED 5	Patient ED 6	Patient ED 7	Patient ED 8	Patient ED 9	Patient ED 10	Patient ED 11	Patient ED 12	Patient ED 13	Patient ED 14	Patient ED 15	Patient ED 16	Patient ED 17	Patient ED 18	Patient ED 19	Other Hospital ED Patients	
	TriStar Summit*	VWCH		VUMC	TriStar Centennial	St. Thomas Midtown	St. Thomas Rutherford	SRMC	St. Thomas West	TriStar Skyline	TriStar StoneCrest	TriStar Southern Hills	TriStar Hendersonville	Highpoint Riverview	WMC	Cookeville Regional	Nashville General	St. Thomas DeKalb	TriStar Horizon	Highpoint - Trousdale		
Wilson County	26,829	23,923	50,752	4,635	1,421	1,164	977	647	621	567	436	339	302	179	137	136	135	112	81	65	829	63,535
Total Service Area	26,829	23,923	50,752	4,635	1,421	1,164	977	647	621	567	436	339	302	179	137	136	135	112	81	65	829	63,535
Overall % by Hospital	42.2%	37.7%	79.9%	7.3%	2.2%	1.8%	1.5%	1.0%	1.0%	0.9%	0.7%	0.5%	0.5%	0.3%	0.2%	0.2%	0.2%	0.2%	0.1%	0.1%	1.3%	100.0%
Percent Distribution within the County	52.9%	47.1%	100%																			

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:

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

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.

According to the United States Health Resources and Services Administration ("HRSA"), the TriStar Lebanon FSED will be located in a Medically Underserved Area. In addition, as shown in **Exhibit 1N-47,** Lebanon and parts of eastern Wilson County are recognized as Health Professional Shortage Areas, with a lack of primary care resources for low-income individuals.[21] The TriStar Lebanon FSED will be geographically at the center of Wilson County. At this location, it will improve access to underserved populations, including low-income and Medicaid-eligible persons.

For these populations in particular, access to geographically accessible emergency services is essential, as they have an identified lack of access to primary care. The entire service area is a health professional shortage area, meaning that the entire area lacks adequate access to primary care and/or mental health providers, as well as a mental health shortage area, which indicates a lack of sufficient services available to care for the behavioral health needs of the community. Absent these essential services in the service area, the proposed FSED will ameliorate geographic barriers to care for residents in need of emergency care.

Exhibit 1N-44
Underserved Geographic Areas and Underserved Population Groups

Proposed Service Area Zip Code and/or County	Medically Underserved Area Check (X) if Applicable	Medically Underserved Populations Check (X) if Applicable	Health Professional Shortage Area Check (X) if Applicable	Shortage Area for Mental Health Services Check (X) if Applicable
Wilson County	X		X	X

Source: Tennessee Department of Health Office of Rural Health: https://www.tn.gov/health/article/federal-shortage-areas
U.S. Department of Health and Human Services, Health Resources and Services Administration
https://datawarehouse.hrsa.gov/tools/analyzers/muafind.aspx

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 pharmacyservices and repository services during all hours of operation. Complete the following table to demonstrate the intent to provide the required services.

The TriStar Lebanon FSED will have all required services in-house. See **Exhibit 1N-48** below.

[21]"HPSA Find." Health Resources & Services Administration, accessed June 22, 2025, at https://data.hrsa.gov/tools/shortage-area/hpsa-find.

Exhibit 1N-45
Composition of Services

Service	Hours Available	On-Site	Contracted or In-House
Laboratory	24/7/365	Yes	In-House
X-Ray	24/7/365	Yes	In-House
CT Scanners	24/7/365	Yes	In-House
Ultrasound	24/7/365	Yes	In-House
Pharmacy (*)	24/7/365	Yes	In-House
Respiratory	24/7/365	Yes	In-House
Other	N/A	N/A	N/A

**Note: A 0.5 FTE will staff the facility. 24/7/365 coverage will be accessible through the Main ED.*

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 emergencycare facility to allow for a specialized higher level of care for pediatric patients when required.

The TriStar Summit's main campus ED is classified as a Basic Pediatric Emergency Facility. Its medical staff and department staff are therefore trained and qualified to serve pediatric patients and do so daily. TriStar Summit treats a large percentage of pediatric patients within their emergency rooms. Notably the percentage of pediatric patient visits has increased steadily during the past three years. **Exhibit 1N-46** provides the Pediatric ED Visits for Wilson County.

Exhibit 1N-46
Pediatric ED Visits by as Percent of Total Proposed Service Area

	CY 2021	CY 2022	CY 2023
< 18	8,053	9,768	10,397
Total	54,510	59,795	63,535
Percent of Total	14.8%	16.3%	16.4%

Source: HDDS #35551101; there was one additional visit in CY 2023 with an unknown age.

The TriStar Lebanon FSED will be staffed by the same Emergency Physician group that covers the main campus ED and TriStar Mt. Juliet FSED. All physicians are required to have PALS (Pediatric Advanced Life Support) certification.

Pediatric patients requiring admission at these EDs are generally transferred to Nashville area hospitals with specialized pediatric capabilities. The Children's Hospital at TriStar Centennial has an ED serving

emergent pediatric patients 24/7; this ED is fully staffed with pediatric emergency fellowship trained physicians. The facility operates with a pediatric unit and ICU, offering a wide variety of sub-specialties. When needed, transfer to higher levels of pediatric care at The Children's Hospital at TriStar Centennial will be provided. Transfer to TriStar Health affiliates is regularly accomplished through direct communication between transferee and transferor facilities. Given common EMR, common emergency room physician group and common operational practices, TriStar Health is effective in timely securing transfers. In addition, TriStar Summit has a transfer agreement in place with the Monroe Carell Jr. Children's Hospital at Vanderbilt, which is Middle Tennessee's Comprehensive Regional Pediatric Center, to accommodate transfers to that specialty pediatric hospital in the appropriate case. See **Attachment 1C-1**.

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.

TriStar Summit fully commits to develop and maintain the facility resources, equipment, and staffing to provide the appropriate emergency services. The letter of support is no longer required as it is a relic of a previous statutory framework which included consideration of Economic Feasibility.

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.

The proposed staffing for the TriStar Lebanon FSED is summarized in **Exhibit 1N-47** below. While the fact that the FSED will be a new facility necessarily compels the number of employees to be newly recruited, the Applicant is confident that it will be able to staff the facility when it is ready to open in 2028.

Exhibit 1N-47
Staffing Patterns

Position Type	FTEs Needed for Proposed FSED	FTEs Currently Employed	FTEs that will be Recruited
Physicians	4.2	0	4.2
Registered Nurses	11.5	0	11.5
EVS Tech	1.6	0	1.6
Radiology Tech	4.2	0	4.2
Pharmacist	0.5	0	0.5

Ultrasonographer	0.5	0	0.5
Laboratory Tech	4.2	0	4.2
Security	2.1	0	2.1
Total	28.8	0	28.8

The emergency room physician group for TriStar Summit, including TriStar Mt. Juliet FSED, is HCA-EmCare Holdings, LLC d/b/a Valesco Ventures. This same group will staff the proposed TriStar Lebanon FSED as it will be a department of TriStar Summit.

TriStar Summit is confident it will be able to fill each of the positions identified to staff the proposed TriStar Lebanon FSED. Its current track record lends credibility to this statement based on the fact its current turnover rate at the TriStar Mt. Juliet FSED is 12%, which is lower than the national average of 18.3%.[22] In addition, the RN turnover rate at Mt. Juliet FSED is currently at 12.63% -- below the national average for emergency RNs, which is 19.1%. TriStar Summit's successful employment experience is evident in the above metrics. Its expertise in recruitment and retention will be extended to the TriStar Lebanon FSED.

B. Non-Rural Staffing Requirements

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

The proposed FSED will be operationally integrated with the main campus ED. As such, it will comply with all the specific State Health Plan standards identified above for staff planning and recruitment; training and competencies; supervision; the presence of at least one Board-certified Emergency Physician and RN at all times, 24/7/365; staffing with RN's; operation under the same bylaws, hospital medical staff and nursing staff organizations, and hospital standards of care and written policies and procedures.

The Medical Director of the TriStar Summit Emergency Department is Dr. Brad Hoover. A copy of Dr. Hoover's C.V. is attached as **Attachment 5C-2** along with a letter indicating the need for this proposed

[22] 2025 NSI National Health Care Retention & RN Staffing Report, available at https://www.nsinursingsolutions.com/documents/library/nsi_national_health_care_retention_report.pdf.

project. Additionally, the FSED will be staffed by HCA-EmCare Holdings, LLC d/b/a Valesco Ventures. Valesco provides a variety of physician services to approximately 100 healthcare facilities nationwide. TriStar Summit contracts with Valesco for Emergency Medicine physician services. Dr. Matthew Tincher serves as the Regional Vice President of Hospital Based Services for TriStar Division and his letter of support is attached in **Attachment 5C-2.**

C. Rural Staffing Requirements

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

Not Applicable. The proposed service area is non-rural.

15. Medical Records

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

There is a retrieval system in place at the existing ED which will also be in place at the proposed FSED. An electronic health record is maintained to improve quality and availability of information. This same mechanism is used at all EDs operated within the TriStar Division.

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.

The Applicant is a very experienced provider of emergency care. It is an existing provider that routinely arranges appropriate stabilization and transport to the most appropriate facility if higher levels of care are needed. The host hospital, TriStar Summit, and the TriStar Mt. Juliet FSED each have a helipad. As a

department of the hospital, the TriStar Lebanon FSED will have the capability to provide helicopter transport in addition to ambulance transport. Accordingly, construction of a helipad at the FSED is not currently being considered. In the future, if patient care dictates a need for one, TriStar Summit will reconsider.

The TriStar Lebanon FSED will serve as an extension of TriStar Summit and will use the experience of the host hospital's ED to provide emergency services to the service area. The FSED will stabilize and transfer patients as appropriate in accordance with the Emergency Medical Treatment and Labor Act.

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.

TriStar Summit will educate the community regarding the availability of emergency care at the TriStar Lebanon FSED. The community will be educated through the development of written brochures available at the FSED, social media messages, website information, and mailings. The community will be educated about services provided at the FSED and the facilitation of transfers for inpatient care. TriStar Summit will provide further education of service area residents through involvement in community activities and community boards.

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.

TriStar Summit works with other area providers and community access points to ensure that all patients have adequate access to care. With respect to behavioral health providers, TriStar Summit has affiliate relationships with such programs in Middle Tennessee including but not limited to TriStar Centennial and Pinewood Springs. It also has relationships with non-affiliate behavioral health providers. In addition to behavioral programs, below is a list of healthcare entities with which TriStar Summit has ongoing referral relationships:

Home Health:

- All Heart
- Amedisys
- Deaconess Home Care

Skilled Nursing Facilities:

- Lebanon Center for Rehabilitation
- Life Care Center of Old Hickory Village
- The McKendree

Long Term Acute Care Hospitals:

- Select Specialty

Hospice:

- Alive Hospice

In addition to healthcare entity relationships, TriStar Summit works closely with social services agencies and other similar organizations in the County. These organizations include but are not limited to:

- Lebanon Wilson County Chamber of Commerce
- Donelson Hermitage Chamber of Commerce
- Mt. Juliet Chamber of Commerce
- Cumberland University
- L'Evate (Leadership Donelson-Hermitage)
- Community Resource Center
- Second Harvest Food Bank
- Sherry's Hope Gala
- Del Webb Lake Providence
- Donelson Hermitage YMCA
- March of Dimes
- American Cancer Society
- HCA Hope Fund
- American Heart Association
- Leukemia Lymphoma Society
- Second Harvest Food Bank
- Angel Tree
- Relay for Life
- Wilson County Firefighters Association
- Fit for the Cure – Susan G. Komen Foundation
- Be a Santa to Senior
- Academies of Metro Nashville Public Schools

TriStar Summit also works with a network of physician practices to ensure continuity of care for patients. Additionally, TriStar Summit is involved with Metro Nashville Public Schools.

Moreover, TriStar Summit provides a number of community programs, including;

- Labor of Love

- Sibling Class
- Infant CPR Class
- Newborn Care Class
- Breastfeeding Class
- Total Joint Solutions
- Lunch with a Doctor
- Summit Sunrisers
- EMS Outreach and Education
- Stop the Bleed
- Stroke Education
- CPR
- Handwashing for kids

TriStar Summit is open to establishing new relationships as appropriate to better serve patients in the proposed service area.

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.

The Applicant agrees to provide the Department of Health/HSDA, and the Health Facilities Commission, 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.

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.

The TriStar Lebanon FSED will be included in TriStar Summit's Quality Assessment and Process Improvement programs. Please see additional discussion in response to the quality-related questions in the main application.

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.

TriStar Summit is an existing provider with current eligibility for Medicare and Medicaid reimbursement and will operate the proposed FSED in compliance with these guidelines, just as it operates its main campus ED and its Mt. Juliet FSED.

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.

TriStar Summit is in full compliance with the above standard. Evidence of accreditation and licensure is provided in **Attachment 2Q-1** and **Attachment 5C-1**. In addition to its certifications and accreditation, TriStar Summit has a number of quality accomplishments. These include but are not limited to the following:

- Accredited Chest Pain Center (TJC)
- Thrombectomy-Capable Stroke Center (TJC)
- Level III Trauma Center
- Healthgrades Patient Safety Excellence Award (2025, 2023) – Awarded to hospitals performing in the top 10% in the nation
- Healthgrades America's 250 Best Hospital Awards (2025, 2024, 2023) - Top 5% in the nation for consistently delivering clinical quality
- Healthgrades America's 100 Best Hospitals for Critical Care Award (2025, 2024)
- Healthgrades America's 100 Best Hospitals for Pulmonary Care Award (2025, 2024)
- Healthgrades America's 100 Best Hospitals for Stroke Care Award (2025, 2024)
- Healthgrades America's 100 Best Hospitals for Orthopedic Surgery Award (2024, 2023)
- Healthgrades America's 50 Best Hospitals for Outpatient Prostate Care Award (2025)
- Healthgrades America's 50 Best Hospitals for Vascular Surgery Award (2025, 2024, 2023, 2022)
- Healthgrades Neurosciences Excellence Award (2025, 2024)
- Healthgrades Cranial Neurosurgery Excellence Award (2023)
- Healthgrades Critical Care Excellence Award (2025, 2024, 2023)
- Healthgrades Pulmonary Care Excellence Award (2023)
- Healthgrades Stroke Care Excellence Award (2025, 2024, 2023, 2022)
- Healthgrades Surgical Care Excellence Award (2025, 2024, 2023, 2022)
- Healthgrades Top 5% in Nation for Neurosciences (2025, 2024)
- Healthgrades Top 5% in Nation for Treatment of Strokes (2025, 2024)
- Healthgrades Top 10% in Nation for Treatment of Strokes (2025, 2024, 2023, 2022)
- Healthgrades Top 5% in Nation for Critical Care (2025, 2024)
- Healthgrades Top 10% in Nation for Critical Care (2025, 2024, 2023)
- Healthgrades Five-Star Recipient of Treatment for Sepsis (2025, 2024, 2023, 2022)
- Healthgrades Five-Star Recipient of Treatment for Respiratory Failure (2025, 2024, 2023, 2022, 2021)

- Healthgrades Five-Star Recipient of Treatment for Diabetic Emergencies (2025, 2024, 2023)
- Fortune/PINC AI 100 Top Hospital (2024)

Please refer to **Attachment 2Q-2** for a summary of TriStar Summit's recent quality accomplishments.

Attachment 1N-A

Letters of Support

Letters of Support
TriStar Lebanon FSED, CN2506-__
Submitted July 1, 2025

	Name of Individual	Position/Title
1	Mayor Rick Bell	Mayor of City of Lebanon
2	Chris Crowell	Ward 4 Councilor, City of Lebanon
3	Cliff Ellis	Retired NCAA Basketball Head Coach; former Head Coach at Cumberland Junior College (now Cumberland University)

CITY OF LEBANON

Office of the Mayor

200 North Castle Heights Avenue
Lebanon, Tennessee 37087
Rick.Bell@lebanontn.org
615-443-2839

RICK BELL
Mayor

Tonya Jones
Executive Administrative Assistant

Kristen Ragsdale
Administrative Assistant III

June 25, 2025

Mr. Logan Grant
Executive Director
Tennessee Health Facilities Commission
Andrew Jackson Building, Ninth Floor
502 Deaderick Street
Nashville, Tennessee 37243

Re: Support for TriStar Lebanon FSER

Director Grant,

As the mayor of Lebanon, I am writing to express my support for TriStar Summit's application for a freestanding ER in Lebanon. We need more emergency care, and a new ER will be beneficial for residents and improve the health and safety of our city.

A timely response is crucial in an emergency, and many Lebanon residents can't get to the nearest ER quickly due to distance, traffic, or a combination of both. The closest ER on I-40 east of the exit where the planned Summit site is located is some 45 miles away. An FSER would provide members of our community with a closer option with lower wait times. In life-threatening medical emergencies, this can make a massive difference. The proposed TriStar Lebanon ER will be better for patients and provide peace of mind for individuals and families who will know that high-quality emergency care is close by.

The need for an ER facility at the planned location is going to significantly increase within the next two to five years as major residential developments, including several multi-family housing projects, are constructed and a major Del Webb retirement community is completed. As Lebanon's population grows, our healthcare infrastructure will have to keep up, and the TriStar Lebanon ER ensures that our community has access to care in the instances that they need it the most. I hope that this board takes the needs of Lebanon residents into account and votes to approve the TriStar Lebanon ER proposal.

Sincerely,

Rick Bell
Mayor, City of Lebanon
200 North Castle Heights Avenue
Lebanon, TN 37087

June 24, 2025

Mr. Logan Grant
Executive Director
Tennessee Health Facilities Commission
Andrew Jackson Building, Ninth Floor
502 Deaderick Street
Nashville, Tennessee 37243

Re: Support for TriStar Lebanon FSER

Director Grant,

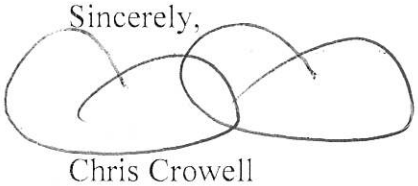
I serve on the Lebanon City Council and represent the area where TriStar Summit is proposing a new, state-of-the-art freestanding emergency room. As a representative of the families and individuals that live and work in this part of Lebanon, I am excited at the prospect of more emergency care coming to our area.

This proposal represents an investment in the health and well-being of our community, and I am proud to support initiatives that will improve the quality of life for Lebanon residents. The planned Summit ER would serve our community in one of Middle Tennessee's most concentrated population areas, serving almost 40,000 people and about 14,500 households within a five mile radius of the facility.

The proposed FSER represents a significant investment in Lebanon and addresses the need for additional healthcare capacity as our community grows. This facility will have the same capabilities as a hospital ER but will be easier to access and have lower wait times. In an emergency, a saved minute can equal a saved life. It is critical that patients in Lebanon can get to the ER quickly and be seen by a provider. TriStar provides high-quality, lifesaving care at their Mount Juliet FSER, and I am confident that a similar facility in Lebanon would serve this community well.

I urge the Health Facilities Commission to approve this facility and bring lifesaving emergency care to Lebanon.

Sincerely,



Chris Crowell
Ward 4 Councilor, City of Lebanon
200 North Castle Heights Avenue
Lebanon, TN 37087

June 30, 2025

Mr. Logan Grant
Executive Director
Tennessee Health Facilities Commission
Andrew Jackson Building, Ninth Floor
502 Deaderick Street
Nashville, Tennessee 37243

Re: Support for TriStar Lebanon FSER

Director Grant,

My wife Carolyn and I were so pleased to learn of the proposed Tri-Star free standing ER for Lebanon.

My basketball coaching career, that began at Cumberland in Lebanon, enabled me to receive a number of honors including being named ACC Coach of Year at Clemson, SEC Coach of the Year at Auburn, and the AP's National Coach of the Year. When I retired some two years ago my career ended with me being the winningest active NCAA Division I coach. And frankly I owe much, if not all of this, to Cumberland, because it was there where President Ernest Stockton took a chance on a young man not much older than the players he would be coaching.

Lebanon continues to be important to me and Carolyn. We return frequently, continue to have an association with Cumberland University, have many close personal friends in the community, have business interests there and have relationships also in nearby Nashville including with my friend Mark Byington, who's doing I believe an outstanding job as Vanderbilt's basketball coach.

I see the growth that's happening in Lebanon and Wilson County. And I understand growth can be good but I think accompanying growth there must be solid planning for healthcare and many other quality of life issues.

I am familiar with the location that has been dedicated for the proposed Tri-Star Summit free standing ER on South Hartmann Drive and believe it is an exceptional site to serve thousands in the community and those traveling on I-40.

Because we want what's best for Lebanon and Wilson County, we offer our support for the proposed Tri-Star Summit ER on South Hartmann Drive and Lebanon.

Sincerely,

Cliff Ellis

LETTER OF INTENT

State of Tennessee
Health Facilities Commission

502 Deaderick Street, Andrew Jackson Building, 9th Floor, Nashville, TN 37243

www.tn.gov/hsda Phone: 615-741-2364 hsda.staff@tn.gov

LETTER OF INTENT

The Publication of Intent is to be published in The Tennessean which is a newspaper of general circulation Wilson County, Tennessee, on or before 06/30/2025 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 TriStar Summit Medical Center, a/an Hospital owned by HCA Health Services of Tennessee, Inc. with an ownership type of Corporation (For Profit) and to be managed by itself intends to file an application for a Certificate of Need for 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 estimated project cost will be $18,060,545.

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

The contact person for this project is CEO Cindy Bergmeier who may be reached at TriStar Summit Medical Center - 5655 Frist Boulevard, Hermitage, Tennessee 37076 – Contact No. 615-316-3000.

Cindy Bergmeier	06/27/2025	Cindy.Bergmeier@hcahealthcare.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 .

State of Tennessee
Health Facilities Commission

502 Deaderick Street, Andrew Jackson Building, 9th Floor, Nashville, TN 37243

www.tn.gov/hsda Phone: 615-741-2364 hsda.staff@tn.gov

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 TriStar Summit Medical Center, a/an Hospital owned by HCA Health Services of Tennessee, Inc. with an ownership type of Corporation (For Profit) and to be managed by itself intends to file an application for a Certificate of Need for 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 estimated project cost will be $18,060,545.

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ORIGINAL APPLICATION

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

CERTIFICATE OF NEED APPLICATION

1A. Name of Facility, Agency, or Institution

TriStar Summit Medical Center
Name

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
Street or Route

Wilson County
County

Lebanon	Tennessee	37090
City	**State**	**Zip**

www.tristarhealth.com
Website Address

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

2A. Contact Person Available for Responses to Questions

Cindy Bergmeier	Chief Executive Officer
Name	**Title**
TriStar Summit Medical Center	Cindy.Bergmeier@hcahealthcare.com
Company Name	**Email Address**

5655 Frist Boulevard
Street or Route

Nashville	Tennessee	37076
City	**State**	**Zip**
Executive		615-316-3000
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: 06/27/25

Date LOI was Published: 06/27/25

RESPONSE: The LOI was published in the Tennessean on June 26, 2025. The portal will not permit the date to be entered because the portal version was submitted June 27, 2025.

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

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

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

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

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

Other -

Hospital -
General Medical and Surgical

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

HCA Health Services of Tennessee, Inc.

Name

One Park Plaza		615-886-4900
Street or Route		**Phone Number**
Nashville	Tennessee	37203
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: TriStar Summit Medical Center ("TriStar Summit") is owned by HCA Healthcare Services of Tennessee, Inc. Applicant is ultimately owned by HCA Healthcare, Inc. through several wholly owned subsidiary corporations. Please see Attachments 7A-1 and 7A-2 for TriStar Summit's corporate status from the Tennessee Division of Business Services Department of State, Charter, Amended Charter, Assumed Name and Certificate, respectively. Attachment 7A-3 contains a copy of TriStar Summit's organizational chart. Attachment 7A-4 contains a listing of HCA Health Services of Tennessee, Inc.'s directors and officers.

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

Name

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

Website Address

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

9A. Legal Interest in the Site

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

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

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

RESPONSE: Please 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: See Attachment 10A for a copy of the floor plan of the single-story structure.

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: See Attachment 11A. The site is located on S. Hartman Drive and is an approximate one-minute drive (two-tenths of a mile) from Exit 236 on Interstate 40 in Lebanon and is easily accessible by car, ambulance, and other ground transportation. Additionally, the WeGo Star, a commuter train service, connecting Nashville-Davidson County and Wilson County has stops in Martha, Mt. Juliet, Hermitage, Donelson, Lebanon, and downtown Nashville. The Lebanon WeGo Station is four miles away from the TriStar Lebanon FSED. The TriStar Lebanon FSED will work with patients to ensure that safe transportation is available to and from its ED. There is no public bus system in Lebanon.

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: The size of the site is approximately 2.5 acres. Please see the plot plan included in Attachment 12A for the site relative to the entire parcel, location of the structure on the site, the location of the proposed construction, and the names of all adjacent roads.

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 c

RESPONSE:

TriStar Summit proposes to establish a FSED (the "TriStar Lebanon FSED") located at the S. Hartman Driv Wilson County, TN 37090. The TriStar Lebanon FSED will be a full-service hospital emergency department w all acuity levels and will include 11 treatment rooms ("TRs") (including 1 trauma room), lab, imaging departme It will have isolation and behavioral health/holding capabilities. The proposed FSED will serve Wilson Cou population in Tennessee and will be located in Lebanon, the twelfth (12th) fasting growing city in the United St

The TriStar Lebanon FSED is needed to address:

Capacity Challenges: The existing ED providers in Wilson County are over capacity. The TriStar Sumr extremely busy at 2,065 visits per treatment room in 2024.[1] Under the American College of Emergency Ph FSED exceeded optimal utilization by over 675 cases in 2024 (48.6% over the ACEP Guideline). Vanderbilt W too at 1,662 visits per treatment room in 2023 (the most recent year data is available for VWCH). VWCH is ACEP Guidelines – over by 348 cases per treatment room in 2023 or 26.4%, using the Mid-Range value. Ev area, but does care for a large number of emergency patients from Wilson County, is over capacity, ex in-hospital ED in 2024 by 7.2%. It is obvious that the 9th largest county in the state with over 170,000 resid Lebanon FSED will provide a convenient access point in a county with limited options.

With only 30 TRs in the county, the emergency TRs represent just 0.17 ER TRs per 1,000 population, whic over 75,000 in population and far less than half the state average of 0.38. The proposed FSED will help sho left without treatment ("LWOT") low.

The TriStar Mt. Juliet FSED has very high patient satisfaction scores as evidenced by its Press Ganey Patie vendor used by thousands of hospitals to collect feedback from patients about their overall experience. Ov has an average ranking in the 88th percentile, with 93% of those patients rating the care as good (the secon score puts the TriStar Mt. Juliet FSED in elite company for high patient satisfaction. TriStar Summit wan accessible emergency care closer to residents of Lebanon and Wilson County, who are already choosing o ("EDs") for their emergency care. In 2024, over 35% of Wilson County patients who went to the TriStar Mt Lebanon FSED than to the TriStar Mt. Juliet FSED. Reducing the volume of patient visits to the TriStar Mt. Ju at that FSED that is so greatly over capacity under the ACEP Guidelines.

Population Growth: The population growth in Wilson County, including the City of Lebanon, is the most sign EDs in the service area. As the state's 9th largest county, the population of Wilson County is 171,708 in 202 Economic Research, Wilson County has grown at a spectacular rate of 50.6% since 2010. Wilson Cou Specifically, the Boyd Center projects that Wilson County's population will grow by 11.4% from 2025 to 203 (3) times the projected growth rate of Tennessee overall. (https://tnsdc.utk.edu/estimates-and-projections/bo median age of Wilson County is higher than the median age of Tennessee overall; further, the populatio anticipated by the Tennessee Department of Health to grow by 17.7% from 2024 to 2028, which is a signific healthcare resources more frequently than (https://www.tn.gov/content/dam/tn/health/documents/population/CON-Population-Estimates-(4%20reports)-2 "Acute healthcare resource utilization by age: A cohort study." PLoS, 2021, 16(5), accessed via https://doi. "U.S. Personal Health Care Spending By Age and Sex: 2020 Highlights" from th

https://www.cms.gov/Research-Statistics-Data-and-Systems/Statistics-Trends-and-Reports/NationalHealthEx
(noting healthcare spending largely increases as patients age and that it is significantly higher per capita for
population will require additional healthcare resources, and, specifically, additional healthcare resources that a

Additionally, Lebanon is the 12th fastest growing city in the United States. A 2024 report by the United States
8.9% from 2023 to 2024. Lebanon is the most-populated municipality in Wilson County, with an estimated 2
University of Tennessee Institute for Public Service. Accessed June 17, 2025, 2025, https://tnsdc.utk.edu/est
fast growth of Lebanon and Wilson County means the residents need more ER options.

Geographic Isolation/Limited Access: While Capacity Challenges is the primary basis for this CON Applica
improve access to emergency care and reduce the geographic isolation of some of the areas in the county.
will greatly benefit from the TriStar Lebanon FSED because it is centrally located in the county and easily
because it is located at Exit 236 on Interstate 40, one exit to the west from the intersection of Interstate
intersection of Interstates 840 and 40. The TriStar Lebanon FSED should be easily accessible from either th
south via US-231 and S. Hartman Drive, from the southeast along US 70, also known as Sparta Pike, and f
strategic location, the proposed FSED will enhance access to emergency care in this fast-growing county. T
additional minutes from having to go to alternative options when time is most critical.

[1] TriStar Summit discovered in this process that its Joint Annual Reports ("JARs") reported the incorrect nur
TriStar Mt. Juliet FSED has had only 11 treatment rooms from 2022 to the present. Prior to 2022, only 8 tre
the facility was counting hallway beds as treatment locations, but only treatment rooms are to be counted for
the Tennessee Department of Health, submitted the corrected information, and has corrected the error in its y

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- Ownership structure

  RESPONSE: TriStar Lebanon FSED will be a satellite of TriStar Summit, which is owned by HCA Health Services of T
  Healthcare, Inc. ("HCA Healthcare"). Please see the response to Question 7A and Attachment 7A. TriStar Summit is
  FSEDs, while HCA Healthcare operates 183 FSEDs nationally.

- Service Area

  RESPONSE: The service area is defined as Wilson County, the 9th largest of Tennessee's 95 counties.

- Existing similar service providers

  RESPONSE: VWCH in Lebanon and the TriStar Mt. Juliet FSED in Mt. Juliet are the only two existing EDs in Wilso
  more favorable quality metrics, with a lower 141-minute wait time (the 3rd lowest wait time in the state for a very hig
  and resulting ED visits, the TriStar Lebanon FSED will not negatively impact existing providers, but will instead h
  resources. See the response to Question 5N for information on existing providers and their operating statistics.

- Project Cost

  RESPONSE: The estimated capital cost of the project is $18,060,545, which includes the land that is already owned by t

- Staffing

  RESPONSE: The proposed FSED will be staffed by approximately 28.8 FTEs, consisting of physicians, RNs, EMT-Pa
  support staff to provide all acuity levels of ED services. TriStar Summit's successful recruitment and retention experienc

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: Capacity Challenges: The utilization of existing emergency providers in the service area significantly exceeds the ACEP Guidelines. The TriStar Mt. Juliet FSED is extremely busy, exceeding the ACEP Guidelines by 676 cases (or 48.6%) in 2024. VWCH's ED is very busy at 1,662 visits per treatment room in 2023, exceeding ACEP Guidelines by 26.4%. It is obvious that the 9th largest county in the state with over 170,000 residents needs more ED TRs and the TriStar Lebanon FSED will provide a convenient access point for those who today have limited options. The capacity challenges for the emergency rooms in Wilson County are driven by the massive population growth in the county. Since 2010, Wilson County has grown by 50.6%, which equals or exceeds the fastest growth rate of any county in Tennessee. The TriStar Mt. Juliet FSED's utilization has grown dramatically – by 86% – since 2020. Having another ED in the County, especially on the Interstate in Lebanon will ease the load on existing emergency rooms, especially the overcapacity at TriStar Mt. Juliet FSED. The Applicant has determined that over 34% of the patient visits by Wilson County residents to TriStar Summit and the TriStar Mt. Juliet FSED are by residents who live closer to the proposed TriStar Lebanon FSED, highlighting how the proposed FSED will likely lead to alleviating the overcapacity challenges at TriStar Mt. Juliet FSED. Lebanon, where the TriStar Lebanon FSED will be located, is the 12th fastest growing city in the nation, yet has only 19 ER TRs. Impending future ED demand due to population growth and an aging populace will put further emphasis on the need to expand emergency care in Wilson County. The Wilson County population had more than 63,500 emergency room visits in CY 2023; with population increases, this is expected to reach 75,000 ED visits in 2030, an increase of approximately 11,500 ED visits. Geographic Isolation/Limited Access: While capacity challenges is the primary basis of the need for the TriStar Lebanon FSED, the location of the proposed FSED will enhance access for Wilson County residents in the southern and eastern parts of Wilson County who are geographically isolated from and underserved by emergency care. The FSED model, well-utilized by residents of Mt. Juliet in western Wilson County, will provide much needed access closer to fast-growing Lebanon and its sprouting suburbs to the south and east.

- Quality Standards

  RESPONSE: The TriStar Lebanon FSED will serve all ED acuity levels and operate under the same quality standards as the TriStar Summit main campus ED and the TriStar Mt. Juliet FSED. The TriStar Lebanon FSED will provide high quality care that is accessible for all patients in Wilson County. As part of TriStar Summit, the TriStar Lebanon FSED will be accredited by the Joint Commission. In addition, the TriStar Lebanon FSED will be part of TriStar Summit's robust Quality Assurance and Performance Improvement (QAPI) and Utilization Review Program to maintain and ensure quality of care and patient safety. TriStar Summit has the 3rd lowest total ED length of stay in Tennessee for patients at a very high-volume hospital ED at 141 minutes (which is 37 minutes shorter than VWCH). Further, its treatment time for mental health patients is 97 minutes shorter than the Tennessee average among very high-volume hospitals. TriStar Summit is an outstanding hospital with a Level III Trauma Center, an Accredited Chest Pain Center (The Joint Commission ("TJC")), and is a certified Thrombectomy-Capable Stroke Center (TJC). TriStar Summit has many recognitions for excellence including: Healthgrades Patient Safety Excellence Award (2025) – awarded to hospitals performing in the top 10% in the nation; America's 250 Best Hospital Award (2025) – awarded to the top 5% in the nation for consistently delivering clinical quality; America's Best Hospitals top 100

(2025) in Critical Care, Pulmonary Care, Stroke Care, and Orthopedic Surgery, and America's Best Hospitals top 50 (2025) in Prostate Care and Vascular Surgery. TriStar Summit has many other high-quality recognitions listed in Attachment 1N, Criterion #22.

- Consumer Advantage
  - Choice

    RESPONSE: The TriStar Lebanon FSED will introduce an additional choice of provider in Lebanon, and one familiar to many Wilson County residents already. The existing ED in Lebanon is operated by a single provider, VWCH. Allowing the TriStar Lebanon FSED to alleviate geographic isolation and limited access for the Wilson residents will provide consumers with a choice of providers locally to experience shorter wait times, access alternate medical staff, and reduce travel. FSEDs differentiate themselves from on-campus hospital EDs in terms of patient experience; hospital EDs have a reputation for long wait times, busy staff, crowded waiting rooms, and frequent diversion status. According to The Journal of Urgent Care Medicine, patients experience an average of 3-hour wait times in the nation's hospital-based EDs, whereas FSEDs see patients in a few minutes and focus on getting patients out within 60 to 90 minutes. (https://www.jucm.com/understanding-the-freestanding-emergency-department-phenomenon/).

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

    RESPONSE: The TriStar Lebanon FSED is centrally located in the County and will be closer to TriStar Summit's existing patients in Lebanon as well as bring access closer to where TriStar emergency patients already live. It will also provide a more accessible and closer access point for the residents of southern and eastern Wilson County by bringing ED services geographically closer to local patients making emergency care more accessible. Access will be improved for residents of Wilson County, where both existing providers are clearly overcapacity under the ACEP Guidelines. Improved ED operational efficiencies and access to timely emergency care are positively associated with enhanced quality of care, patient safety, and patient satisfaction, leading to potential reduction of healthcare costs.

  - Affordability

    RESPONSE: The TriStar Lebanon FSED will ensure access for all patients and will adhere to its Non-Discrimination and Charity/ Indigent Care policies. These policies ensure access to healthcare by treating all patients regardless of race, ethnicity, or socioeconomic status and aim to reduce cost of care or provide free care to eligible patients. The TriStar Division facilities provide the largest amount of healthcare services to the TennCare population in Tennessee and have the most generous charity care policies in the region. As part of TriStar Summit, TriStar Lebanon FSED will accept all government payors, including Medicare and TennCare, and will treat all patients regardless of their ability to pay. The TriStar Lebanon FSED, like TriStar Summit, will also comply with the No Surprises Act, by holding the patients harmless from any difference between in-network or out-of-network insured status. See Attachment 4N-1 for a copy of Uninsured Discount and Charity Write-Off Policies.

3E. Consent Calendar Justification

- ☐ Letter to Executive Director Requesting Consent Calendar (Attach Rationale that includes addressing the 3 criteria)
- ☑ Consent Calender NOT Requested

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

4E. PROJECT COST CHART

A. Construction and equipment acquired by purchase:

1. Architectural and Engineering Fees	$460,000
2. Legal, Administrative (Excluding CON Filing Fee), Consultant Fees	$150,000
3. Acquisition of Site	$2,750,000
4. Preparation of Site	$1,700,000
5. Total Construction Costs	$8,285,000
6. Contingency Fund	$305,000
7. Fixed Equipment (Not included in Construction Contract)	$1,600,000
8. Moveable Equipment (List all equipment over $50,000 as separate attachments)	$1,900,000
9. Other (Specify): Escalation, Testing, Other, Building Fees, Pre-planning	$870,000

B. Acquisition by gift, donation, or lease:

1. Facility (inclusive of building and land)	
2. Building only	
3. Land only	
4. Equipment (Specify):	
5. Other (Specify):	

C. Financing Costs and Fees:

1. Interim Financing	
2. Underwriting Costs	
3. Reserve for One Year's Debt Service	
4. Other (Specify):	

D. Estimated Project Cost (A+B+C)		$18,020,000
E. CON Filing Fee		$40,545
F. Total Estimated Project Cost (D+E)	**TOTAL**	$18,060,545

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 detailed responses to applicable criteria and standards applicable to the proposal in this application. As is shown in **Attachment 1N**, the proposed TriStar Lebanon FSED meets all applicable state health plan criteria.

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

RESPONSE:

See **Attachment 2N** for the proposed county service area map. Wilson County is the proposed service area.

Exhibit 2N-1
% of ED Visits in Proposed TriStar Lebanon FSED Service Area by Provider, 2023

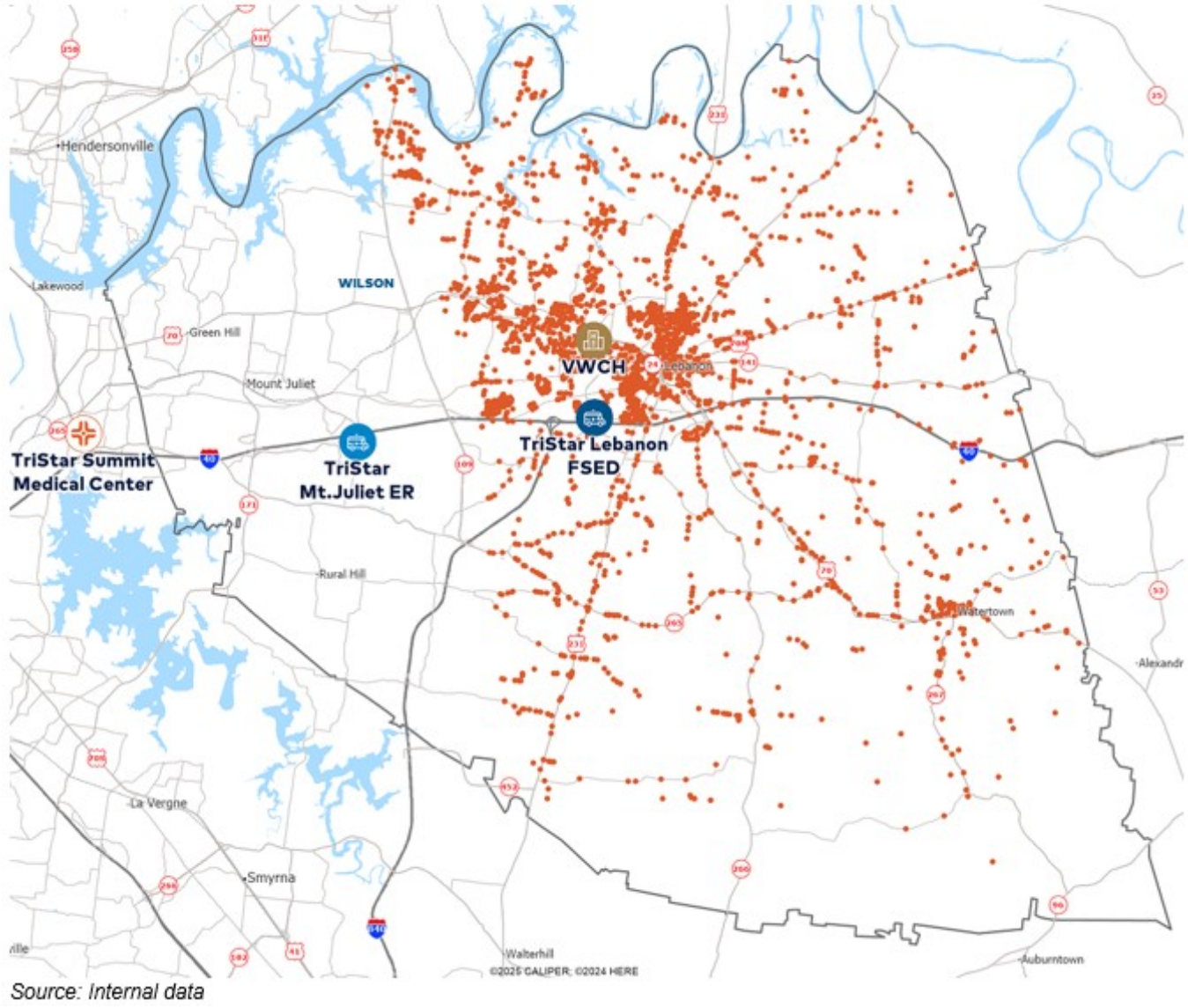
Hospital/ED	County	Visits	Service Area Visits	%
TriStar Summit	Davidson & Wilson	26,829	63,535	42.2%
VWCH	Wilson	23,923	63,535	37.7%
Vanderbilt University Medical Center ("VUMC")	Davidson	4,635	63,535	7.3%
TriStar Centennial	Davidson	1,421	63,535	2.2%
St. Thomas Midtown	Davidson	1,164	63,535	1.8%
St. Thomas Rutherford	Rutherford	977	63,535	1.5%
Sumner Regional Medical Center ("SRMC")	Sumner	647	63,535	1.0%
Other EDs	Davidson & Others	3,939	63,535	6.2%
Total				100.0%

Source: HDDS Data 2023. Rounding causes totals to not foot.

Wilson County was designated as the service area for this CON Application because a majority of the patients expected to use the proposed FSED will come from Wilson County. Wilson County is a rational geographic area for the definition of the patients likely to use the proposed TriStar Lebanon FSED because Lebanon is centrally located in Wilson County. As the county seat of Wilson County and being centrally located, all major Wilson County roadways converge in Lebanon, making Wilson County a logical service area for the proposed FSED. The proposed FSED is located on Interstate 40, the major east-west thoroughfare in the County and between where I-840 and Highway 231, the two major north-south highways, intersect with Interstate 40, making it easily accessible by residents in surrounding communities to the south and east who are geographically isolated from emergency care. They are distant from the existing EDs outside of the service area and road congestion and geographic qualities of the area enhance the isolated nature of the area.

This CON application seeks to establish a FSED in Lebanon due to the capacity challenges facing the existing EDs in Wilson County, TriStar Mt. Juliet FSED and VWCH. Further, it will bring emergency care closer to where TriStar Mt. Juliet FSED patients live. A large number of patients in Lebanon and elsewhere in the central part of Wilson County and to the southern and eastern portions of the County are already choosing the TriStar Mt. Juliet FSED. One-third of the TriStar Mt. Juliet FSED's patients come from an area closer to the TriStar Lebanon FSED than to the TriStar Mt. Juliet FSED. This is shown in the below map, where the patients closer to the TriStar Lebanon FSED are in orange.

Exhibit 2N-2
Wilson County Patients from TriStar Mt. Juliet Who Are Closer to Proposed TriStar Lebanon FSED than TriStar Mt. Juliet FSED in CY 2024



Source: Internal data

The stress caused by operating at levels overcapacity at TriStar Mt. Juliet FSED needs to be alleviated. Applicant has determined that 34% of its patients live closer to the proposed TriStar Lebanon FSED than any other TriStar emergency room. Therefore, the TriStar Lebanon FSED will help alleviate some considerable burden on the TriStar Mt. Juliet FSED.

Please see additional detailed discussion of ED access for service area residents provided in **Attachment 1N**.

All Emergency Providers in the Service Area Exceed ACEP Guidelines for Optimal Capacity

As is described in **Attachment 1N**, all proximate EDs to the service area are experiencing significant capacity challenges. **Exhibit 2N-3** below shows each ED's ACEP score as well above ACEP optimal capacity in 2023:

Exhibit 2N-3
Visits per Treatment Room in Existing ED Facilities in Service Area and Host Hospital

Emergency Department	Year(s)	Total Visits	# of Rooms	# Visits per Room	ACEP Low Range	ACEP Mid Range	ACEP High Range
Exceeded ACEP Range							
TriStar Mt. Juliet FSED	1/1/2023-12/31/2023	20,683	11	1,880	1,429	1,340	1,250
VWCH	7/1/2022-6/30/2023	31,579	19	1,662	1,429	1,315	1,200
TriStar Summit (Outside Service Area)	1/1/2023-12/31/2023	45,995	36	1,278	1,607	1,412	1,216
Within ACEP Range							
Below ACEP Range							

Source: Hospital JARs, 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 TriStar Summit EDs cared for 66,678 patient visits in 2023 and exceeded that number in 2024. Emergency visits from patients in the service area in 2023 encompassed 19.5% of the patient visits at the TriStar Summit main campus ED and **73.0% at the TriStar Mt. Juliet FSED**. Applicant projects that 4,348 of those patients will shift to the TriStar Lebanon FSED in Year One, which should help relieve some of the burden on the TriStar Mt. Juliet FSED.

In 2024, the TriStar Mt. Juliet FSED had 22,712 patient visits of which 16,586 were Wilson County residents. The TriStar Lebanon FSED will allow TriStar Summit, especially, TriStar Mt. Juliet FSED, to serve its emergency patients from the service area at another, more convenient location, which will also help alleviate some of TriStar Mt. Juliet's capacity constraints. This is especially so with TriStar Mt. Juliet's FSED's utilization growing so rapidly. As shown in **Exhibit 2N-4R** below, the utilization of the TriStar Mt. Juliet FSED by service area patients has increased by **86.8%** since 2020.

Service Area Historical Utilization

The tables below provide the historical service area utilization at the existing TriStar Summit main campus ED and TriStar Mt. Juliet FSED:

Exhibit 2N-4R
TriStar Summit and TriStar Mt. Juliet FSED Historical ED Visits from Service Area

Year	Wilson County ED Visits		
	TriStar Mt. Juliet FSED	TriStar Summit	Total Wilson County Visits
2020	8,880	10,125	19,005
2021	11,557	9,662	21,219
2022	14,081	8,992	23,073
2023	15,430	9,200	24,630
2024	16,586	9,152	25,738
Percent Change	86.8%	-9.6%	35.4%

Source: TriStar Summit Internal Data.

The TriStar Lebanon FSED is needed to alleviate the Capacity Challenges at the existing ERs in the County and to provide greater access to geographically isolated areas of Wilson County.

The proposed TriStar Lebanon FSED is central to the defined service area of Wilson County. Despite Wilson County being the 9th largest of 95 counties in Tennessee, there are only 2 emergency rooms in the service area, with 30 TRs for over 170,000 residents. Lebanon, where the FSED will be located, is the 12th fastest growing city in the United States, and has only 19 TRs.

The VWCH ED in Lebanon has 19 TRs and the TriStar Mt. Juliet FSED has 11. Both EDs in Wilson County are overcapacity per the ACEP Guidelines. The TriStar Mt. Juliet FSED is extremely busy, exceeding the ACEP Guidelines by 676 cases (or 48.6%) in 2024. VWCH's ED is very busy at 1,662 visits per treatment room in 2023, exceeding ACEP Guidelines by 26.4%, if one assumes it is a Mid-Range ED.

Residents of Wilson County will greatly benefit from the TriStar Lebanon FSED because it is centrally located in the county and easily accessible by residents from the south and east because it is located at Exit 236 on Interstate 40, one exit to the west from the intersection of Interstate 40 and US-231 and one exit to the east of the intersection of Interstates 840 and 40. The TriStar Lebanon FSED should be easily accessible from either the east or west on Interstate 40 as well as from the south via US-231 and S. Hartman Drive, from the southeast along US 70, also known as Sparta Pike and from the southwest from I-840.

Due, in part, to this location, the proposed FSED will enhance access for this fast-growing county. With only 30 TRs in the county, these TRs represent just 0.17 ER TRs per 1,000 population, which is tied for the lowest ratio of Tennessee counties with over 75,000 in population and far less than half the statewide average of 0.38.

The TriStar Mt. Juliet FSED has very high patient satisfaction scores as evidenced by its Press Ganey Patient Satisfaction scores. Press Ganey is a 3rd party vendor used by thousands of hospitals to collect feedback from patients about their overall experience. Over the last three years, the TriStar Mt. Juliet FSED has an average ranking in the 88th percentile, with 93% of those patients giving a top box rating of care as good or very good. The 88th percentile score puts the TriStar Mt. Juliet FSED in elite company for high patient satisfaction.

TriStar Summit wants to extend the availability of high-quality, easily accessible emergency care closer to residents of Lebanon and Wilson County, who are already choosing one of the TriStar Summit EDs for their emergency care. In 2024, over 35% of Wilson County patients who went to the TriStar Mt. Juliet FSED lived closer to the proposed TriStar Lebanon FSED than to the TriStar Mt. Juliet FSED. Reducing the volume of patient visits to the TriStar Mt. Juliet FSED will help reduce the capacity challenges at that FSED that is so greatly over capacity under the ACEP Guidelines.

Exhibit 2N-5R below shows the paucity of TRs available in Wilson County considering its population and compared to other large counties in Tennessee (population 75,000 or greater). As demonstrated in **Exhibit 2N-5R**, Wilson County has minimal ED coverage with only 0.17 ER rooms per 1,000 population, tied for the worst TR to population ratio of any large county in Tennessee. Sullivan County, the county nearest in population to Wilson County, has more than 4 times as many TRs (123) for a 0.75 ER.

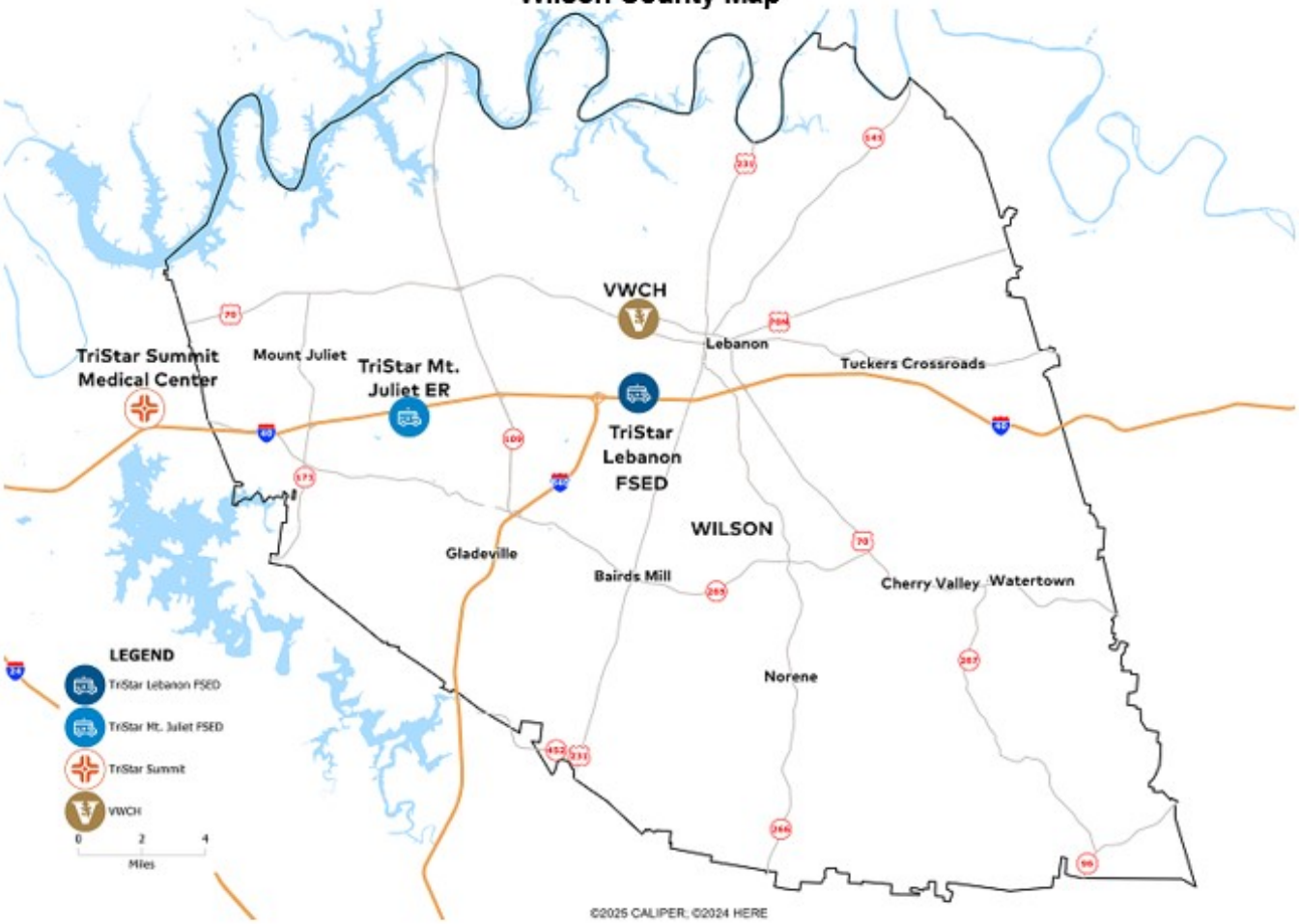
Exhibit 2N-5R
Treatment Rooms by County

County	TRs by County			2025 Population	TRs / 1,000 Population
	Hospital Based	FSED	Total		
Williamson	36	11	47	277,193	0.17
Wilson	19	11	30	171,708	0.17
Blount	27	0	27	144,400	0.19
Montgomery	43	9	52	251,815	0.21
Sumner	54	9	63	215,234	0.29
Rutherford	121	0	121	388,909	0.31
Bradley	41	0	41	113,913	0.36
Washington	51	0	51	140,553	0.36
Robertson	18	11	29	77,700	0.37
Sevier	38	0	38	101,026	0.38
Putnam	35	0	35	85,418	0.41
Maury	38	12	50	116,119	0.43
Anderson	35	0	35	80,627	0.43
Shelby	394	8	402	911,049	0.44
Knox	233	8	241	508,654	0.47
Davidson	398	22	420	728,443	0.58
Hamilton	205	22	227	385,843	0.59
Sullivan	123	0	123	164,002	0.75
Madison	75	0	75	99,089	0.76
State of Tennessee	2,598	149	2,747	7,242,733	0.38

The lack of available TRs in Wilson County highlights the limited access to emergency care in the service area. When combined with the fact that the two (2) existing EDs in Wilson County are over capacity by the ACEP Guidelines, as is the closest ED to Wilson County outside of the county, TriStar Summit, it is apparent that the limited access points and limited emergency TRs in the service area make the entire county need more accessible emergency care.

Regarding specific limited access to the overcapacity EDs that exist in Wilson County today, the two existing EDs are shown in the map of Wilson County shown below, as is the location of the proposed TriStar Lebanon FSED and VWCH:

Exhibit 2N-6
Wilson County Map



The proposed TriStar Lebanon FSED is 16.5 miles (per Google maps) by road from TriStar Summit and is 8.1 miles from the TriStar Mt. Juliet FSED (per Google maps).

As shown by **Exhibit 2N-7** below, a substantial portion, 35.5%, of TriStar Mt. Juliet FSED's service area patients (not patient visits) live closer to the proposed TriStar Lebanon FSED than to the TriStar Mt. Juliet FSED. Adding the TriStar Lebanon FSED to the service area reduce capacity challenges at the TriStar Mt. Juliet FSED and provide enhanced access for the patients already choosing to go to the TriStar Mt. Juliet FSED.

Exhibit 2N-7
2024 Wilson County Patients Living Closer to the TriStar Lebanon FSED

2024 TriStar Mt. Juliet FSED Unique Patients	Total	% of Total
TriStar Lebanon FSED (proposed)	3,735	35.5%
TriStar Summit ED	1,684	16.0%
TriStar Mt. Juliet FSED	5,101	48.5%
Mt. Juliet Unique ER Patients	10,520	100.0%

Source: Internal Data

Relief for the capacity issues at the TriStar Mt. Juliet FSED cannot be relieved by the two closest existing EDs located outside of Wilson County. TriStar Summit and Sumner Regional Medical Center ("SRMC") are outside the Service Area. **Exhibit 2N-8** shows distances and drive times from TriStar Summit and SRMC to the proposed FSED.

Exhibit 2N-8
Distances And Drive Times From TriStar Summit And SRMC To The Proposed FSED

Closest ED outside Service Area	Distance to TriStar Lebanon FSED	Driving time to TriStar Lebanon FSED
TriStar Summit	16.8 miles	23 minutes
SRMC	20.2 miles	33 minutes

Source: Google Maps

Distances and travel time to the existing overcapacity EDs from various parts of southern Wilson County are shown in the two tables below, **Exhibit 2N-9** and **2N-10**. It is readily apparent that the TriStar Lebanon FSED will reduce travel times for Wilson County residents located in Zip Code 37090 (where the TriStar Lebanon FSED is located), Baird's Mill, Cherry Valley, Gladeville, Norene, Watertown and Tuckers Crossroad. The distances from locations in the service area to the existing ERs are shown in **Exhibit 2N-9** below:

Exhibit 2N-9
Distance From Various Locations In Wilson County
To The Proposed FSED And To Existing EDs In The Service Area

Emergency Room	Distance in Miles from:	Wilson County (centroid)	37090 (centroid)	Bairds Mill	Cherry Valley	Gladeville	Norene	Watertown	Tuckers Crossroad	Distance to Proposed FSED
TriStar Lebanon FSED		3.6	10.7	8.1	12.8	12.5	14.1	14.7	9.2	--
TriStar Mt. Juliet FSED		11.5	13.5	12.5	20.4	7.3	19.9	22.2	16.7	8.3
VWCH		6.5	13.6	11.2	13.8	12.8	14.5	15.8	9.4	3.2

Google Maps (centroids GPS software)

How the TriStar Lebanon FSED will enhance ER access is highlighted by **Exhibit 2N-10** below:

Exhibit 2N-10
Travel Times From Various Locations In Wilson County
To The Proposed FSED And To Existing EDs In The County

Emergency Room	Distance in Minutes from:	Wilson County (centroid)	37090 (centroid)	Bairds Mill	Cherry Valley	Gladeville	Norene	Watertown	Tuckers Crossroad	Minutes to Proposed FSED
TriStar Lebanon FSED		9	20	13	15	12	18	20	11	--
TriStar Mt. Juliet FSED		16	25	18	22	13	29	26	16	12
VWCH		15	26	20	22	19	24	26	18	11

Google Maps (centroids GPS software)

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

PROJECTED UTILIZATION

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

Service Area Counties	Projected Utilization Recent Year 1 (Year = 2028)	% of Total
Wilson	10,813	80.00%
Other not primary/secondary county	2,703	20.00%
Total	13,516	100%

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

RESPONSE:

Population

Since the 2010 census, the service area population increased by nearly 60,000 residents (50.6%). Lebanon, home to the proposed TriStar Lebanon FSED, is the 12th fastest growing city in the nation. Wilson County is projected to increase by 11.4% between today and 2030.

The current population of the service area is 171,708. As shown in **Exhibit 3N-1** below, the TriStar Lebanon FSED's service area is projected to increase to 191,267 residents by 2030, representing 11.4% population growth in five (5) years.

Exhibit 3N-1
Population of Service Area

	2000	2010	2020	2025	% Change from 2000 to 2025	2030 (proj.)	2025-30 % Change
Wilson County	88,809	113,993	147,737	171,708	93.4%	191,267	11.4%

Source: 2000 US Census, 2010 US Census, Boyd Center for Business and Economic Research

Service Area – Special Needs Populations – 65+

The elderly (65+) population in the service area is material and is projected to increase significantly. By 2030, the 65+ age group will be 17.6% of the service area population. See **Exhibit 3N-2** below. In terms of growth rate, from 2025 to 2030, the 65 and older population is projected to grow by 10.4%. Because the over 65 age cohort typically accesses emergency room care more often than other patient groups, the dramatic growth in that age group in the service area further demonstrates the need for the TriStar Lebanon FSED. The rapid growth and aging of the service area population will result in increased demand for healthcare services including emergency services. This is particularly true for the elderly population, which has been documented to have a higher incidence of emergency conditions than any other age cohort. (*See* Ukkonen, M., Jämsen, E., Zeitlin, R., & Pauniaho, S. L. Emergency department visits in older patients: a population-based survey. *BMC emergency medicine*, 19(1), 20. https://doi.org/10.1186/s12873-019-0236-3 (2019)).

Exhibit 3N-2 shows the service area 65+ age group and projected to 2030.

Exhibit 3N-2
Service Area 65+ Age Group

	2010		2025		2030		65+ % of total	
Service Area	65+	Total	65+	Total	65+	Total	2025	2030
Wilson County	13,868	113,993	28,909	171,708	33,669	191,267	16.8%	17.6%

Source: Census for 2010; Boyd Center for Business and Economic Research for 2025 and 2030

Service Area Race and Ethnicity

The service area is Wilson County. In terms of racial and ethnic composition, as shown in **Exhibit 3N-3**, the service area is approximately 80.7% white and 19.3% non-white (minority).

Exhibit 3N-3
Wilson County Race & Ethnic Composition

	2022	2023	2024	2025	% of Total
White	129,930	132,950	135,841	138,609	80.7%
Black	12,046	12,535	13,021	13,495	7.9%
Hispanic*	9,010	9,597	10,187	10,791	6.3%
Other	7,569	7,993	8,416	8,813	5.1%
	158,555	163,075	167,465	171,708	100.0%

** Hispanic designation is not a race, so those identifying as Hispanic may be in any of the other races or a combination (like two or more races).*
Source: Boyd Center for Business and Economic Research for 2025 and 2030

With the location of the proposed TriStar Lebanon FSED in Wilson County, the TriStar Lebanon FSED will improve access to minority populations in two ways: (1) it will create another access point for minority populations to access easily, just off Interstate 40 in Lebanon in the center of the County; and (2) it will alleviate capacity constraints at the existing ERs, both of which are overcapacity under the ACEP Guidelines, enabling all providers to provide better access to emergency care for minority populations.

Service Area Low Income and Uninsured Residents

An important benefit of the proposed project is increasing access to care for those with lower income. According to the US Census Bureau, 6.6% of service area residents are below the poverty level. (https://www.census.gov/quickfacts/fact/table/wilsoncountytennessee#).

Addressing capacity challenges at the overcapacity EDs in Lebanon and Mt. Juliet by providing more emergency capacity to Lebanon will enhance access to the low income and underinsured residents of Wilson County. Moreover, for residents of the service area that are low income or uninsured, access to healthcare services, including primary care, is often exacerbated by transportation issues. The development of the proposed FSED will bring emergency services closer to their homes and major thoroughfares, providing better access for all residents, particularly the low income and uninsured.

Research shows that individuals with lower incomes and those living in poverty consistently experience worse health outcomes than individuals with higher incomes. Individuals who live in low-income or high poverty neighborhoods are likely to experience poor health due to a combination of these socioeconomic factors, including limited access to proper nutrition and healthy foods, shelter, utilities, and other elements. (https://www.aafp.org/about/policies/all/poverty-health.html). By adding a new access point, the TriStar Lebanon FSED will increase access to patients who are more likely to need emergent care.

As a hospital emergency room operating under the TriStar Summit license, the TriStar Lebanon FSED will care for all who need emergency care. As previously established, the proposed TriStar Lebanon FSED will be part of the larger TriStar Health network, which requires all facilities within its system to adhere to all financial assistance and charity/indigent care policies. Financial relief is available to those patients who have received non-elective care and do not qualify for state or federal assistance and are unable to establish partial payments or pay their balance. Moreover, all self-pay patients will receive a discount similar to managed care, referred to as an "uninsured discount." The Uninsured Discount is available to patients who have no third-party payer source of payment or do not qualify for Medicaid, Charity, or any other discount program the facility offers. TriStar's Charity Care and Discount Policy is the best in Wilson County because TriStar's charity discount provides assistance for patients up to 400% of the poverty level, while VWCH's policy only provides a discount up to only 250% of the poverty level. *See* **Attachment 4N-1** for the Charity Financial Assistance Policy for

Uninsured and Underinsured Patients and Discount Policy for Patients. Further, TriStar Summit complies with the No Surprises Act, which fully protects patients from any cost differential between services provided by in-network or out-of-network providers by holding the patients harmless from any such difference.

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

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

RESPONSE:

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 2025-2029	*Target Population-All Ages Current Year 2025	Target Population-All Ages Project Year 2029	Target Population-% Change 2025-2029	Target Population Projected Year as % of Total	Median Age	Median Household Income	Person Below Poverty Level	Person Below Poverty Level as % of Total	TennCare Enrollees	TennCare Enrollees as % of Total
Wilson County (Service Area)	**171,708**	**187,530**	**9.2%**	**171,708**	**187,530**	**9.2%**	**100%**	**40.3**	**$94,098**	**11,333**	**6.6%**	**21,794**	**12.7%**
State of TN Total	7,242,733	7,462,831	3.0%	7,242,733	7,462,831	3.0%	100%	39.1	$67,097	1,013,983	14.0%	1,408,284	19.4%

Sources: Tennessee Department of Health; Census.gov Quick Facts May 2025; Claritas, Inc. for median household income, poverty level and median age; and Division TennCare, Enrollment as of May 2025 (latest available in May 2025).

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 TriStar Lebanon FSED will ensure financial access for all patients. HCA Healthcare is the largest TennCare provider in Tennessee. Thus, the TriStar Lebanon FSED will be part of a network with vast experience caring for TennCare patients. TriStar Summit projects that approximately 22.7% of the TriStar Lebanon FSED patient visits will be TennCare or Medicaid recipients. Since the TriStar Lebanon FSED will likely care for in excess of 50% of the TennCare patient ED visits from the service area, TriStar Health's experience taking care of TennCare patients will be a benefit to this segment of the patients expected to come to the TriStar Lebanon FSED for care.

In addition, the TriStar Health facilities have the most generous charity care policy in the region. All TriStar emergency departments care for all patients regardless of their ability to pay and regardless of whether they are in-network for all insurance products. Moreover, the proposed TriStar Lebanon FSED will address the emergency care needs of the service area population. The service area is rapidly growing and aging. As the senior population has a higher incidence of emergent conditions, access to ED services is becoming increasingly critical to this community.

In accordance with TriStar Summit's practice, and applicable Federal and State law, all patients presenting at the proposed TriStar Lebanon FSED with emergency care needs will be served without regard to age, gender, race, ethnicity, income, or ability to pay. As previously discussed, the TriStar Lebanon FSED will be part of TriStar Health, which requires all facilities within it to adhere to all financial assistance and charity/indigent care policies. Financial relief is available to those patients who have received non-elective care and do not qualify for state or federal assistance and are unable to establish partial payments or pay their balance. Moreover, all self-pay patients will receive a discount similar to managed care, referred to as an "uninsured discount." The Uninsured Discount is available to patients who have no third-party payer source of payment or do not qualify for Medicaid, Charity, or any other discount program the facility offers. https://tristarhealth.com/patient-financial/charity-policy See also **Attachment 4N-1** for the Charity Financial Assistance Policy for Uninsured and Underinsured Patients and Discount Policy for Patients. TriStar's policy provides discounts for all persons who have income at less than 400% of the poverty level. And for those who are below 200% of the poverty level, personal responsibilities are written off in their entirety.

The proposed TriStar Lebanon FSED will not discriminate in its service to any patient. The proposed TriStar Lebanon FSED will serve all patients regardless of race and ethnicity consistent with TriStar Summit's policies and experience. The proposed service area is 19.3% minority (non-white) population. Please see **Attachment 4N-2** for the Non-Discrimination Policy that will apply to the TriStar Lebanon FSED.

TriStar Health has vast experience serving the service area patient population. As the provider of emergency care of over 47% of the emergency patient visits in 2023, TriStar Health is very active in Wilson County, with the TriStar Summit ED and the TriStar Mt. Juliet FSED accounting for nearly all of those visits at 42.2% of the total ED visits by patients from the service area. TriStar Summit has great relationships with the providers in Wilson County. See **Attachment 1N Question 18** for a list of TriStar Summit's community linkages.

Since TriStar Summit is part of TriStar Health, which operates hospitals throughout Middle Tennessee, its commitment to TennCare/Medicaid and uninsured patients is not just specific to TriStar Summit. As a Tennessee provider, HCA Healthcare is the largest provider statewide of services to TennCare/Medicaid patients. Per **Exhibit 4N-1**, HCA Healthcare, in 2023, admitted nearly 16% TennCare/Medicaid patients. This information is presented in the following table:

Exhibit 4N-1
Percentage of TennCare/Medicaid by Health System in Tennessee 2023

System	Medicaid IP % of Admissions/Discharges	Medicaid IP % of Total Days/Discharges
HCA	15.17%	13.51%
VUMC	10.57%	11.84%
Ballad	7.46%	5.70%
Methodist	7.11%	9.64%
Covenant	6.91%	4.54%
Baptist	5.69%	4.40%
Erlanger	5.03%	5.32%
Ascension	4.80%	4.45%
CHS	3.97%	2.64%
West Tennessee	0.68%	0.34%

Source: Hospital Joint Annual Reports, 2023.

TriStar Summit will continue the TriStar Health mission and serve all patients. This will include providing services to underinsured, uninsured, and low-income populations, including TennCare.

These are just some of the ways in which TriStar Summit addresses community need beyond just direct care to TennCare and low-income groups. The TriStar Lebanon FSED will serve all patients in the service area who present and will enhance access to care for the growing service area by adding a new access point for ED services, relieving capacity constraints for patients continuing to seek care at the TriStar Mt. Juliet FSED.

Patient Types

TriStar Summit cannot control or predict the type of patients that will choose to present at the proposed FSED. The largest percentage of patients are expected to be walk-in patients who choose to visit the FSED to treat a variety of diagnoses for a variety of reasons whether it be proximity to home or the expectation of timely travel or timely access to care. It is expected that EMS patients will also utilize the facility, and the EMS provider will determine which patients are appropriate given the patient's condition, location, patient choice, and a variety of other factors.

TriStar Summit expects that the types of patients that seek care at existing TriStar-affiliated FSEDs will also seek care at the TriStar Lebanon FSED. A review of the principal diagnosis of the FSED patient visits seen by TriStar affiliated FSEDs identifies over 5,000 different principal diagnoses. For this reason, it is very difficult to anticipate what types of patients will present to the proposed FSED.

Please see the discussion regarding care for time sensitive emergencies such as cardiac arrest, stroke, and sepsis in **Attachment 1N**.

TriStar Summit's experience at its main campus ED and the TriStar Mt. Juliet FSED inform the following projection of the likely acuity level of patient visits at the TriStar Lebanon FSED. Based on TriStar Health's experience operating 6 FSEDs in Middle Tennessee, and based on the averages in the FSEDs it operated in 2022 in 2024, TriStar Summit projects the relative Acuity Levels shown in **Exhibit 4N-2** below for the TriStar Lebanon FSED:

Exhibit 4N-2
Projected Acuity Levels of Proposed TriStar Lebanon FSED

Acuity Level	Projected TriStar Lebanon FSED
Level 1 - 99281	3.2%
Level 2 - 99282	8.7%
Level 3 - 99283	46.4%
Level 4 - 99284	33.7%
Level 5 - 99285	8.0%
ER Critical Level	0.1%
Total	100.0%

Note: CPT Code ED level. Level 5 and Critical Care are most acute, and Level 1 is least acute. Totals may not tie out due to rounding.

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 2 EDs in the Service Area totaling 30 TRs

In Wilson County, there are two (2) existing EDs:

- TriStar Mt. Juliet FSED – 11 TRs – 20,683 patient visits in 2023; and
- VWCH – 19 TRs -- 31,579 patient visits in 2023.

Trends in utilization for these two providers are shown in detail in **Exhibit 5N-1** below.

Exhibit 5N-1
2021 through 2023 ED Visits at EDs in Service Area

County	Facility	JAR Year	2021 ED Visits	2022 ED Visits	2023 ED Visits	% Change
Wilson County	TriStar Mt Juliet FSED	1/1–12/31	15,159	19,008	20,683	36%
Wilson County	VWCH	7/1–6/30	23,565	29,249	31,579	34%

Source: JARs

As is shown above, TriStar Mt. Juliet FSED and VWCH, grew significantly in ED visits from 2021 through 2023, which makes sense in light of the rapid growth of the area.

While 2024 data is not publicly available as of this date for VWCH, internal records show that TriStar Mt. Juliet FSED patient visits continued to increase throughout 2024. This is presented in **Exhibit 5N-2**.

Exhibit 5N-2
TriStar Mt. Juliet FSED

Year	Patient Visits	TRs	Visits per TR	Percent Change
2023	20,683	11	1,880	
2024	22,712	11	2,065	9.8%

Source: JARs; 2024 data TriStar Summit submitted JAR data.

Historical service area utilization by service area ED are presented in **Exhibit 5N-3**.

Evaluating the relative utilization of the providers in the Service Area using the ACEP Guidelines highlights the high level of utilization of all providers in Wilson County:

Exhibit 5N-3
Visits per Treatment Room in Existing ED Facilities in Service Area

Emergency Department	Year(s)	Total Visits	# of Rooms	# Visits per Room	ACEP Low Range	ACEP Mid Range	ACEP High Range
Exceeded ACEP Range							
TriStar Mt. Juliet FSED	1/1/2023-12/31/2023	20,683	11	1,880	1,429	1,340	1,250
VWCH	7/1/2022-6/30/2023	31,579	19	1,662	1,429	1,315	1,200

Source: Hospital JARs, 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.
*Mid-range is assumed for VWCH, but it exceeded ACEP Guidelines no matter what range is appropriate.

The data above demonstrates that all existing EDs in the service area (Wilson County) are well over the ACEP Guidelines for optimal ED capacity. Therefore, another FSED located on the south side of Lebanon will serve both to reduce capacity constraints at both the TriStar Mt. Juliet FSED and VWCH.

Urgent Care Providers Are Not An Alternative

Minor, non-emergent conditions are often served in an urgent care center (“UCC”) or physician’s office. It is important to note that UCCs are not equipped to provide emergency care and therefore are not a substitute

for the proposed FSED for multiple reasons. UCCs are not licensed acute care facilities. They are not required to and do not care for all comers. They do not publicly report utilization. For medical emergencies, they are not acceptable alternatives to a hospital-operated emergency room. Moreover, UCCs are not open 24 hours a day. Another important distinction between a hospital affiliated FSED and a UCC relates to the obligation to serve all patients regardless of ability to pay and meet federal Emergency Medical Treatment and Labor Act ("EMTALA") requirements. A UCC has no obligation to do so. By contrast, hospital affiliated FSEDs are required to serve all patients regardless of ability to pay. Below is a list of urgent care centers and walk-in clinics in Wilson County:

AFC Urgent Care - Providence	355 Pleasant Grove Rd, Mt. Juliet, TN 37122
AnyCare 24	702 S Cumberland St, Lebanon, TN 37087
Ascension St Thomas Urgent Care Mt Juliet	4024 N Mt Juliet Rd, Mt. Juliet, TN 37122
Bee Well Urgent Care	6650 Eastgate Blvd Suite 104, Lebanon, TN 37090
CareNow Mt. Juliet	620 S Mt Juliet Rd, Mt. Juliet, TN 37122
CareNow Lebanon	1705 W Main St Suite 211, Lebanon, TN 37087
Community QuickCare - Lebanon	1670 West Main St, Suite 140, Lebanon, TN 37087
CVS MinuteClinic - Lebanon	1228 W Main St, Lebanon, TN 37087
Fast Pace Urgent Care - Lebanon	1128 N Castle Heights Ave, Lebanon, TN 37087
Fast Pace Urgent Care - Mt. Juliet	11060 Lebanon Rd, Suite B, Mt. Juliet, TN 37122
Fast Pace Urgent Care - Watertown	9002 Sparta Pike, Watertown, TN 37184
Mt Juliet Family Care & Walk-In Clinic	754 N Mt Juliet Rd, Mt Juliet, TN 37122
SportOrtho Urgent Care - Mt. Juliet	4998 Crossings Circle, Ste 200, Mt Juliet, TN 37122
TOA Urgent Care	1035 S Hartmann Dr, Lebanon, TN 37090
The Little Clinic	401 S Mt Juliet Rd, Mt Juliet, TN 37122
The Little Clinic	1418 West Main St, Lebanon, TN 37087
Vanderbilt Children's After-Hours Mt. Juliet	2025 N. Mt. Juliet Rd, Suite 200, Mt Juliet, TN 37122
Vanderbilt Health Clinic at Walgreens	1303 W Main St, Lebanon, TN 37087
Vanderbilt Health Walk-In Clinic Mt. Juliet	64 Belinda Pkwy Suite 200A, Mt. Juliet, TN 37122
West Wilson Family Practice Center	3500 N Mt Juliet Rd, Ste. 203, Mt Juliet, TN 37122

UCCs only offer limited services. The below table compares services that are typically available in emergency rooms compared to those of UCCs. It is evident that UCCs do not provide emergency care and are therefore not effective alternatives to FSEDs. The following chart provides some examples of the types of patients that can appropriately be seen at an FSED that are inappropriate for a UCC. For these reasons, UCCs in the area are not an alternative and cannot address the access issues that service area patients face for emergency care.

Capabilities of the Emergency Department Compared to Typical Urgent Care Center			
Conditions	Urgent Care	Summit Campus ED	Proposed Lebanon FSED
Stroke	X	✓	✓
Severe Chest Pain	X	✓	✓
Traumatic Injuries	X	✓	✓
EMS Offload	X	✓	✓
Advanced Life Support	X	✓	✓
Deep Puncture Wounds	X	✓	✓
Complex Radiologica Services	X	✓	✓
Patients in Labor	X	✓	✓
Complex Lab Services	X	✓	✓
Complex Imaging Services	X	✓	✓

Moreover, it is TriStar Health's experience that UCCs regularly refer patients to emergency rooms when a patient presents at a UCC but is not suitable for UCC treatment. TriStar Health incorporates information in its presentations to the community and providers in an area which educates them as to the distinguishing characteristics between EDs and UCCs, when to use each provider type, and what is considered emergency care versus urgent care. These activities are aimed at assuring lower acuity patients do not overuse ED services. The Applicant will mitigate the risk of overuse through community and provider education platforms it will incorporate in its service delivery.

The following photograph shows a typical TriStar Health FSED treatment room and some of the typical equipment available that clearly is not available in an urgent care center. Based on capability, equipment, facility design, and operational licensure requirements, a UCC is not an alternative for an FSED much less a hospital ED. With the same quality of care and accreditation standards as a hospital-based ED, FSEDs are able to see patients faster than traditional emergency rooms. This can mean the difference between life and death for someone experiencing a medical crisis.

Exhibit 5N-4
TriStar FSED Treatment Room Example



1. Adult Resuscitation/Intubation Cart
2. Pediatric Resuscitation/Intubation Cart
3. Cardiac Monitor
4. Rapid Blood Infuser
5. Critical Equipment / Supplies
   a) Pediatric / Adult Ventilator
   b) Cricothyrotomy Kit
   c) Chest Tube Kit
   d) Central Lines
   e) Foley Catheters
6. Pyxis: Critical Medications

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:

Historical Utilization

Exhibit 6N-1 provides the historical trend in ED visits from 2021 through 2023 for the service area. CY 2023 reflects a total of 63,534 ED visits in the service area.

Exhibit 6N-1
Service Area ED Visits by Year and Age Cohort

Wilson County	ER Visits (HDDS)		
	CY 2021	CY 2022	CY 2023
<18	8,053	9,768	10,397
19-44	20,294	22,084	23,077
45-64	13,748	14,425	15,403
65-74	6,020	6,426	6,788
75-84	4,550	5,047	5,706
85+	1,845	2,045	2,163
Total	54,510	59,795	63,534

Source: HDDS #35551101, 2025; there was one additional visit in CY 2023 with an unknown age.

The above reflects an increase in ED visits of nearly 5,300 between 2021 and 2022 and 3,700 between 2022 and 2023, both greater than population growth indicating an increasing use rate across all ages.

HDDS data provides distribution of the service area ED visits by hospital. Distribution of the above ED visits by emergency room providing the care confirms that 42 percent utilized a TriStar Summit ED and 38 percent utilized VWCH. The remainder, 20 percent, were treated outside Wilson County as were a large portion of the 42 percent being treated at a TriStar Summit ED. This is shown below in **Exhibit 6N-2** for the most recent year (2023). Out of county EDs are separated between TriStar Health affiliates and all other.

Exhibit 6N-2
Service Area ED Visits by Hospital, 2023

Service Area	Service Area EDs		Out of Service Area			Total
	TriStar Summit Including Mt. Juliet	VWCH	VUMC	TriStar Centennial	All Other	
Wilson County	26,829	23,923	4,635	1,421	6,727	63,535
% of County	42.2%	37.7%	7.3%	2.2%	10.6%	100.0%

Source: HDDS DR #35551101

ED visits have steadily increased during the past three years consistent with population growth and also a return to normalcy as a result of the COVID-19 pandemic's impact on ED usage between 2020 and 2022. As a result, ED visits are generally increasing at a faster rate than population resulting in recent higher use rates of ED visits per 1,000 population. ED rates have rebounded to 2019 rates and slightly greater as a result of aging population.

Exhibit 6N-3 provides the annual ED visit per 1,000 population (use rates) for the past three years demonstrating the increasing use rate noted above.

Exhibit 6N-3
Service Area ED Use Rates by Age Cohort and Year

Wilson County	ER Visits per 1,000 Population		
	2021	2022	2023
<18	228.4	272.7	281.4
19-44	390.0	400.4	408.5
45-64	334.2	343.3	359.0
65-74	400.5	419.6	425.9
75-84	597.7	625.4	675.9
85+	889.6	939.4	920.8
Total	355.9	377.1	389.6

Source: HDDS DR #35551101 and Boyd Center for Business and Economic Research Population

Projected Utilization

To project the utilization of the proposed FSED, the historical utilization by service area residents by service area age cohort for 2021 through 2023 was analyzed using HDDS data. **Exhibit 6N-4** provides the resulting forecasted service area ED visits by year for 2028 through 2030.

Exhibit 6N-4
Projected Service Area Visits by Year

Service Area	2028	2029	2030
Wilson County	72,083	73,673	75,227

Given that the use rate by age cohort for 2023 is the proxy for the forecasted utilization, the differential from 2023 driving the increased ED visits in the service area is solely the population and the aging of that population. The impact is nearly 11,700 ED visit growth in the service area between 2023 and 2030 as reflected in **Exhibit 6N-5.**

Exhibit 6N-5
ED Visits, 2023 Versus 2030

Service Area	2023	2030	Change
Wilson County	63,535	75,227	11,692

There are several advantages derived by service area population being treated at the proposed FSED. These include a more proximate closer to home ED, faster time to access treatment, shorter wait times, shorter treatment times and a quality provider. Given the expected reception of the proposed FSED in the service area, **Exhibit 6N-6** provides the percent of ED patients to be treated at the proposed TriStar Lebanon FSED. This level of patients coming from the service area is consistent with TriStar Health affiliate experience at other FSEDs in terms of patient percentage, distances and access enhancement. Overall, the proposed FSED is estimated to treat approximately 15% to 16% of the population residing in the service area.

Exhibit 6N-6
Percent of Service Area Patients to be Treated by the Proposed TriStar Lebanon FSED

Service Area	Year 1	Year 2	2030
Wilson County	15.0%	15.4%	15.7%

Applying the percent of patients to the forecasted ED visits in the service area results in the estimated number of ED visits by year to be treated by the proposed Lebanon FSED. Years 1 and 2 distribution in or out of the service area are provided in **Exhibit 6N-7.** It is estimated that 80% of the proposed FSED patients will originate from inside and 20% outside the service area.

Exhibit 6N-7
Projected ED Visits Years 1 and 2

Service Area	Year 1	% of Total	Year 2	% of Total
Wilson County	10,813	80%	11,346	80%
Out of Area	2,703	20%	2,836	20%
Total	13,516	100%	14,182	100%

Next, the base of patients that would shift from existing service area TriStar Health affiliates and unaffiliated providers to the proposed FSED was calculated based on the assumption that at least some patients closer to the proposed FSED would shift their use to the new facility. These shift percentages consider the following:

- TriStar Summit patients who live in the service area;
- TriStar Health affiliates patient volume from the service area;
- Shift percentages were adjusted based on the relative proximity of each existing ED and the FSED to the service area population;
- Patients of the host hospital and affiliates are projected to experience the largest proportionate shift to the new FSED;
- Less than 10% of visits was projected to come from other existing providers based on the increased access to care in the service area that will be created through the proposed FSED;
- The patient shifts were assumed to increase slightly from Year 1 to Year 2 based on a ramp-up period for the first year; and
- It was assumed that 20% of patients at the FSED would come from outside of the service area.

Based on these assumptions, **Exhibit 6N-8** summarizes the growth in service area ED visits between 2023 and year 2 and the number of visits expected to be shifted from TriStar Mt. Juliet FSED, TriStar Summit and other TriStar Health affiliates.

Exhibit 6N-8
Service Area ED Visit Growth and Patient Shift

CY 2023 ED Visits	63,535
Projected Year 2 Service Area Visits	73,673
Incremental Visits from Service Area Growth	10,138
Projected Shift from TriStar Affiliates	4,348
Combined Total of Shift and Growth	14,486
Projected Service Area Visits Year 2	11,346

he proposed FSED service area ED visits in Year 2 are less than the overall shift plus service area growth confirming the proposed TriStar Lebanon FSED will be a consumer advantage.

Regarding level of care or acuity of the ER patient who will present at the proposed FSED, the Applicant anticipates its experience will be like the average across the TriStar Health FSEDs. Based on that assessment, **Exhibit 6N-9** provides the expected patient acuity mix at the proposed FSED.

Exhibit 6N-9
Expected Acuity by ER Level of Care at TriStar Lebanon FSED

Acuity Level	Projected TriStar Lebanon FSED
ER Level 1	3.2%
ER Level 2	8.7%
ER Level 3	46.4%
ER Level 4	33.7%
ER Level 5	8.0%
ER Critical Level	0.1%
Total	100.0%

Summary

The proposed TriStar Lebanon FSED will introduce an additional choice of provider in Lebanon while decompressing the extreme overcapacity of TriStar Mt. Juliet FSED. Approving TriStar Lebanon FSED will provide consumers with a choice of providers locally to experience shorter wait times, access alternate medical staff, and reduce travel while simultaneously decompressing the host hospital's EDs.

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 does not have any outstanding CON applications. The Applicant's TriStar affiliates have several approved CONs as noted in the chart. The status of each is summarized below:

- CN1707-023 – The StoneCrest Surgery Center CON has an extension through May 31, 2026, to evaluate the impact of the acquisition of an existing surgery center in Rutherford County and the impact of the pandemic.
- CN2302-006 – TriStar Skyline East Nashville FSED was approved on April 26, 2023. Relocation of the CON was approved by the HFC on March 25, 2025. Development of the recently approved location is underway.
- CN2304-010 – TriStar Southern Hills Nolensville FSED was approved on June 28, 2023. The groundbreaking occurred on January 16, 2025, with an anticipated opening in October 2025.
- CN2308-020 – Chattanooga East Surgicenter was approved on October 25, 2023. It is currently under development.
- CN2404-010 – TriStar Spring Hill Hospital was approved for a CON for a new hospital on June 26, 2024. The CON was issued on August 28, 2024. VUMC and Williamson Medical Center ("WMC") commenced contested case proceedings challenging the CON on June 28, 2024, which were set for trial in November 2025. Both VUMC and WMC dismissed their challenges in May 2025, and on May 14, 2025, the Administrative Procedures Divisions entered its Initial Order of Dismissal dismissing the challenge to the CON. No further action was taken by either opponents to the CON. Accordingly, TriStar Spring Hill Hospital is no longer facing challenges to its CON. The HFC is recalculating the expiration date of the CON based on the delay caused by the contested case proceeding.
- CN2407-020 – TriStar Hendersonville White House FSED was approved on October 23, 2024. The CON was issued on December 1, 2024. The groundbreaking occurred on March 27, 2025, with an anticipated opening date in 2026.
- CN2504-013 – Lebanon Center for Outpatient Surgery CON Application to establish a multi-specialty ASTC in Lebanon was approved unanimously by the HFC on June 25, 2025. The official CON has not been delivered yet. The facility already exists at 125 Willard Hagan Drive in Lebanon, next to where the FSED in this application will be located. The expiration date for the CON for the ASTC expected to be approximately August 2027.

CON Number	Project Name	Date Approved	Expiration Date
CN2304-010	TriStar Southern Hills Nolensville FSED	6/28/2023	8/1/2026
CN2407-020	TriStar Hendersonville White House FSED	10/23/2024	12/1/2027
CN2308-020	Chattanooga East Surgicenter	10/25/2023	12/1/2025
CN2302-006	TriStar Skyline East Nashville FSED	4/26/2023	8/1/2026
CN2404-010	TriStar Spring Hill Hospital	6/26/2024	8/1/2027
CN2504-013	Lebanon Center for Outpatient Surgery	6/25/2025	8/1/2027

CN1707-023	TriStar StoneCrest Surgery Center	10/25/2017	5/31/2026

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 Attachment 1C-1, 1C-2, and 1C-3 for copies of TriStar Summit's transfer agreements, list of TriStar Summit's community linkages and Annual Community Report.

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

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

RESPONSE: Other plans: Coventry Healthcare; First Health/Coventry National; HCA Employee Benefit Plan; Health Alliance; Magellan Health Service; MultiPlan/PHCS; PPO Plus; Ambetter Exchange; Oscar; Amerigroup; and WellPoint.

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:

Positive Effects

The proposed FSED will have many positive effects, including:

- Bringing a full-service Emergency Department to a county with 2 EDs and only 30 TRs;
- Improving access for residents of the service area by providing ED care closer to their homes;
- Improving emergency outcomes by reducing travel times to emergency care facilities dramatically;
- Helping alleviate the capacity challenges at all EDs in the service area, especially the TriStar Mt. Juliet F
- Planning for the fast-growing service area need projected based on population growth and aging;
- Providing consumers with enhanced safety and peace of mind due to 47% of service area patients already use TriStar Health for their emergency care;
- Reducing consumer charges – to the extent the charges shown on the Chargemasters pertain to w actually charged consumers or other payors – because for the most part TriStar Summit's charg comparable services are less than VWCH. See charge comparison table in **Section 9C** of this Applicatio
- Adding the TriStar Lebanon FSED will provide consumers with additional choice of providers in Leb and
- Shortening EMS patient transport times and giving EMS quicker access to emergency facilities.

Decompressing TriStar Mt. Juliet FSED is an additional consumer benefit of this project. Building a FSED in a service area in which TriStar Health already takes care of nearly half of the patient visits will allow patients to have greater access to care and at the same time provide some relief for the TriStar Mt. Juliet FSED, making it more accessible to patients in the service area.

Negative Effects

There are no materially negative impacts on consumers. Quality ED services provided by TriStar Health will be made more readily available to service area residents with some reduction of the capacity challenges at the TriStar Mt. Juliet FSED, too.

VWCH may claim some impact on its ED's utilization, but the impact on other providers is no longer part of the Tennessee CON statute, and in this instance, there should be little or no negative impact on VWCH due to the rapid population growth in the community. Further, VWCH could stand some relief because its ED is over ACEP guidelines for capacity by a significant amount.

Much of the TriStar Lebanon FSED's volume will consist of patient visits already going to TriStar's Mt. Juliet FSED who will likely choose to go to the TriStar Lebanon FSED because of its proximity. TriStar Summit does anticipate that with increased access a significant portion of its service area patients will shift to the TriStar Lebanon FSED from TriStar Mt. Juliet FSED and TriStar Summit's main campus ED. If there is any impact on VWCH, growth in demand should offset any such shift.

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:

As previously discussed, TriStar Summit, the Applicant, is part of TriStar Health and an affiliate of HCA Healthcare, one of the largest providers of healthcare and hospital services in the U.S. and U.K. With TriStar Summit's local, statewide, and national affiliations, TriStar Summit expects to be able to recruit highly qualified individuals with the appropriate licensure to staff and support the FSED. TriStar Summit also has

the benefit of a Nurse Residency Program to garner future nurses to meet the growing need for personnel across its service area. TriStar Summit has had strong success integrating nurse residents into its existing ED and will utilize this talent pool for recruitment at the future FSED. TriStar Summit has in place the clinical and administrative leadership needed to develop and operate the proposed FSED. Please see **Attachment 4C-1** for a list of TriStar Summit's clinical training affiliations.

TriStar Health and its HCA Healthcare affiliates are committed to addressing the ongoing challenges in recruiting and retaining healthcare professionals. To this extent HCA Healthcare has opened in Nashville the Galen College of Nursing, which now has campuses and programs in Tennessee, Kentucky, Ohio, Virginia, South Carolina, Florida and Texas. The Nashville campus offers a 3-year Bachelor of Science in Nursing, an Associate Degree in Nursing ("ADN") and an LPN to ADN Bridge program. This relationship will assist with ongoing recruitment of staff within TriStar Health as well as recruitment for the proposed FSED. TriStar Health is also committed to increasing its nursing residency programs. It graduated 45 nurses in its first year (2023) and is currently enrolling 700 new students each year. It expects estimated enrollment to increase 5 to 10 percent each year. Accordingly, by 2025, Galen College of Nursing expects to graduate approximately 250 graduates each year. It is HCA Healthcare's experience that 55% of the graduates join an HCA hospital for future employment. This relationship will assist with ongoing recruitment of staff within TriStar Health including recruitment for the proposed TriStar Lebanon FSED. TriStar Health is also committed to increasing its nursing residency programs.

The Thomas F. Frist, Jr. College of Medicine at Belmont University in Nashville, is a new medical school founded in alliance with HCA Healthcare to focus on training diverse physician leaders who embrace and value a whole-person approach to healing. The Thomas F. Frist, Jr. College of Medicine at Belmont University is housed in a new building that had its ribbon cutting on April 29, 2024. The nearly 200,000-square-foot building is located within a block of Belmont's Gordon E. Inman Center and McWhorter Hall, which house the University's well-known nursing, physical therapy, occupational therapy, social work and pharmacy programs. The College of Medicine has recruited a leadership team consisting of experts from across the country and is currently recruiting additional clinical faculty. Its first class commenced this past fall. TriStar Health and HCA Healthcare are working collaboratively with Belmont to support the supply of healthcare professionals entering and staying in the profession and to ensure that they have access to training in emergency medicine.

In addition to these programs for nurses and physicians, TriStar Health is extensively engaged with other educational and training programs throughout Middle Tennessee. These relationships provide for internships and other training opportunities for students at TriStar Health facilities and also provide a pipeline for future qualified employees. Please see **Attachment 4C-1** for a list of TriStar Summit's clinical training affiliations.

HCA Healthcare is also the largest and most experienced operator of FSEDs in the U.S. HCA Healthcare has operated hospital affiliated FSEDs since 1985. Today, HCA Healthcare operates approximately 130 FSEDs in 20 states. HCA Healthcare operates its FSEDs as a department of a hospital and each FSED has all the essential characteristics of a hospital--based emergency department, including the following:

- Operate 24 hours a day/seven days a week as a licensed department of the hospital and provides the emergency services and care for any condition as the on-campus emergency department.
- Provide on-site diagnostic imaging and clinical laboratory services also operated as part of the host ho and meeting all required clinical certifications and accreditations as the host hospital.
- Staffed by board-certified emergency physicians that are on the hospital's medical staff and by experie ACLS-trained emergency nursing staff.
- Accredited by The Joint Commission as part of the host hospital.
- Licensed by all required state agencies as part of the host hospital.
- Provide the same signage requirements as the main hospital's emergency department.
- Provide access to on-call specialty physicians for consultations.
- Operate in compliance with the federal Emergency Medical Treatment and Labor Act (EMTALA) regul as well as appropriate state regulations (see **Attachment 4C-2** for TriStar Health's EMTALA Policies).
- Accept patients transported by EMS.
- Possess all required transfer agreements with local general acute care hospitals.
- Provide free and reduced cost care in alignment with the host hospital's financial assistance policies.
- When needed, provide rapid transfer to a hospital chosen by the patient or by the emergency depar physician's assessment of the best location for treatment.

As such, the applicant has all the appropriate resources and is familiar with, and meets, all human resource requirements of the Tennessee Health Facilities Commission Division of Licensure and Regulation and the Joint Commission. The Applicant is licensed and accredited by these bodies.

TriStar Lebanon FSED Staffing

In terms of anticipated staffing for the TriStar Lebanon FSED, there are no differences in the initial staff of a new FSED between the TriStar Lebanon FSED and the other approved and new FSEDs operated by TriStar Summit's affiliates. However, as the volume of an FSED increases additional staff will be added as needed. The staffing for the TriStar Lebanon FSED is provided in response to **Question 8Q**.

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:

Licensure and Certifications

TriStar Summit is licensed by the Division of Licensure and Regulation and the license is in good standing. TriStar Summit is certified to participate in the Medicaid and Medicare programs and currently meets all requirements of certification. TriStar Summit is accredited by The Joint Commission. See **Attachment 5C-1** and **Attachment 2Q** for TriStar Summit License and The Joint Commission Accreditation.

Clinical Leadership

Medical direction at the proposed TriStar Lebanon FSED will be provided by Brad Hoover, MD. Currently, Dr. Hoover is the Medical Director for the TriStar Summit ED. Dr. Matt Tincher is the regional vice president of emergency services. Dr. Hoover and Dr. Tincher are board certified by the American Board of Emergency Medicine, and they have collectively 50 years of experience in providing emergency care. See **Attachment 5C-2** for Dr. Hoover's CV and their Letters of Support.

Leadership plays a central role in improving organizational performance. Leadership includes the Governing Board, Medical Executive Committee, the Chief Executive Officer and Senior Leadership, Department Directors, and Nursing Officers/Managers/Supervisors. The leaders set expectations, develop plans, and manage processes to measure, analyze, and improve the quality of the hospital's clinical and support activities. The leaders are responsible for adopting an approach to Performance Improvement which is utilized in reporting and in team activities. Leaders are also responsible for setting policy/procedure and priorities, as well as reprioritizing priorities when there are unexpected outcomes.

Leaders set a positive Performance Improvement culture in the organization through planning, providing support/resources and empowering staff as appropriate. Leaders also actively participate in interdisciplinary Performance Improvement, as appropriate. The Performance Improvement Program is the shared responsibility of the Board of Governors, the Medical Staff, and Senior Leadership of the hospital with specific areas of the program delegated to each including education on the approach and method of the Performance Improvement.

Plan for Improvement of Organization Performance and Clinical Excellence

As a department of TriStar Summit, the TriStar Lebanon FSED will be part of TriStar Summit's existing methods to ensure and maintain quality of care. At TriStar Summit, a collaborative multidisciplinary team approach, which considers the unique knowledge, judgment, and skills of a variety of disciplines in achieving desired patient outcomes, serves as a foundation for quality. TriStar Summit is committed to providing a seamless continuum of health care both for individuals and for the community, linking together a full range of health care providers and services. TriStar Summit's goal is to provide services which are measurably more

accessible, affordable, and are focused on continuous quality improvement. The continuum of services may begin prior to admission, such as in an ED visit, and continue throughout the hospital stay and post discharge phase to ensure appropriate patient assessment, reassessment, problem solving, and follow-up care as needed.

The TriStar Lebanon FSED will be an extension of the ED at TriStar Summit and a licensed department of TriStar Summit and will therefore adhere to TriStar Health's plan for improving organizational performance, including planned performance assessment and improvement activities, initiating activities designed to follow-up on unusual occurrences or specific concerns/ issues, which may include following policies and procedures for ensuring staff competency and follow-up as appropriate on patient/family complaints and patient questionnaire results. Input and feedback from patients, staff and physicians guide the improvement process. TriStar Summit addresses methods to ensure and maintain patients' quality of care.

TriStar Summit is dedicated to ensuring quality care and patient safety through compliance with all applicable accreditation and certification standards. As a satellite ED to TriStar Summit, the proposed ED will maintain the highest standards and quality of care, consistent with the high standard that TriStar Summit has sustained throughout its history of providing patient care. In this regard, TriStar Summit provides a robust Quality Assurance and Performance Improvement Plan which is framed by the following essential elements:

- Design and Scope that encompasses the full range of services and departments;
- Governance and Leadership that actively engage with system expectations and priorities;
- Feedback, Data Systems, and Monitoring to continuously assess a wide range of care and service;
- Performance Improvement Projects to improve care or services based on the data captured; and
- Systematic Analysis and Systematic Action to create real impact and long-lasting improvement.

Further, TriStar Summit provides a robust Utilization Review program that provides ongoing concurrent reviews of patient care to determine whether treatments are medically necessary and, if not, to assist in placing patients in more appropriate care settings. Internal case management serves an important advisory purpose in enhancing and maintaining the quality of care provided. To this extent, systems are in place to conduct prospective, concurrent, and retrospective utilization reviews to ensure quality of care and protect revenue integrity. For more details, see **Attachment 5C-3** for TriStar Health's Plan for Improvement of Organizational Performance and Clinical Excellence.

Clinical Staff Training and Requirements

The TriStar Lebanon FSED will be operationally integrated with TriStar Summit's main campus ED. As such, it will comply with all the specific State Health Plan standards for staffing planning and recruitment, training and competencies, supervision, the presence of at least one Board-certified Emergency Physician and RN at all times (24/7/365), staffing with RNs, operation under the same bylaws, hospital medical staff and nursing staff organizations, hospital standards of care, and written policies and procedures. The Medical Director of TriStar Summit's emergency department is Dr. Hoover, who will serve as Medical Director of the FSED. Dr. Tincher will serve in a regional oversight role.

In its dedication to enhance quality assurance and performance improvement, TriStar Summit employees are held to the highest standards and are expected to adhere to policies created by the Administration. These policies are developed in compliance with The Joint Commission guidelines for education, competency, and continuing education. Appropriate clinical licenses and certifications are required and documented. Moreover, during the recruitment process, employees are thoroughly vetted to ensure they meet the requirements identified in the job description. Upon hiring, employees are obligated to attend system-wide and department-specific orientation. New hires complete an initial skills checklist and competency assessment and undergo annual performance evaluation to appraise technical competency thereafter.

Furthermore, TriStar Summit will continue to require all clinical staff members to attend continuing education programs, and receive annual in-services on HIPAA, Medicare Compliance, and OSHA. TriStar Summit offers an array of programs and resources to support employees in learning new skills and advancing their careers. For example, employees may take classes in the areas of computer technology skills, career and work-specific skills, and leadership and management skills. See **Attachment 5C-4** for Staff Education Policies.

Proposed TriStar Lebanon FSED

All equipment at the TriStar Lebanon FSED will be available 24/7. It will have a CT, X-ray and ultrasound as well as lab and pharmacy support equipment. Please see the major equipment listed in **Attachment 4E-1**.

HISTORICAL DATA CHART

☑ Total Facility
☐ Project Only

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

	Year 1	Year 2	Year 3
	2022	2023	2024
A. Utilization Data			
Specify Unit of Measure Other : Admissions	13319	13626	14059
B. Revenue from Services to Patients			
1. Inpatient Services	$1,118,520,535.00	$1,266,958,379.00	$1,371,504,387.00
2. Outpatient Services	$1,067,746,442.00	$1,184,206,791.00	$1,274,057,926.00
3. Emergency Services	$0.00	$0.00	$0.00
4. Other Operating Revenue (Specify) Cafeteria, Medical Education, and Trauma Fund	$18,199,498.00	$23,839,373.00	$18,171,107.00
Gross Operating Revenue	$2,204,466,475.00	$2,475,004,543.00	$2,663,733,420.00
C. Deductions from Gross Operating Revenue			
1. Contractual Adjustments	$1,734,816,962.00	$1,970,350,571.00	$2,122,073,991.00
2. Provision for Charity Care	$162,257,962.00	$170,755,341.00	$196,889,835.00
3. Provisions for Bad Debt	$8,819,219.00	$15,980,545.00	$6,063,408.00
Total Deductions	$1,905,894,143.00	$2,157,086,457.00	$2,325,027,234.00
NET OPERATING REVENUE	$298,572,332.00	$317,918,086.00	$338,706,186.00

PROJECTED DATA CHART

☑ Project Only
☐ Total Facility

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

	Year 1	Year 2
	2027	2028
A. Utilization Data		
Specify Unit of Measure Other : ER Visits	13516	14192
B. Revenue from Services to Patients		
1. Inpatient Services	$0.00	$0.00
2. Outpatient Services	$130,373,361.00	$147,831,732.72
3. Emergency Services	$0.00	$0.00
4. Other Operating Revenue (Specify)	$0.00	$0.00
Gross Operating Revenue	$130,373,361.00	$147,831,732.72
C. Deductions from Gross Operating Revenue		
1. Contractual Adjustments	$100,725,005.00	$114,765,248.00
2. Provision for Charity Care	$2,757,397.00	$3,126,641.00

3. Provisions for Bad Debt		$15,625,247.00	$17,717,633.00
	Total Deductions	$119,107,649.00	$135,609,522.00
NET OPERATING REVENUE		$11,265,712.00	$12,222,210.72

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

Project Only Chart

	Previous Year to Most Recent Year	Most Recent Year	Year One	Year Two	% Change (Current Year to Year 2)
Gross Charge *(Gross Operating Revenue/Utilization Data)*	$0.00	$0.00	$9,645.85	$10,416.55	0.00
Deduction from Revenue *(Total Deductions/Utilization Data)*	$0.00	$0.00	$8,812.34	$9,555.35	0.00
Average Net Charge *(Net Operating Revenue/Utilization Data)*	$0.00	$0.00	$833.51	$861.20	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 average Gross Charges per ED visit for the TriStar Lebanon FSED are projected to be $9,645.85 in the first year and $ 10,416.70 in the second. This is an all-inclusive average charge representing the visit along with any associated imaging, lab services, and pharmacy services required by the patient. The projected charges are based on and comparable to the ED charges already in place at TriStar Mt. Juliet FSED. As also noted above, as the deductions from revenue occur as expected in normal operations, the Average Net Charge in Year 1 will be $833.51 and the Average Net Charge in Year 2 will be $861.22, reflecting the ordinary expected deduction from Gross Charges. The proposed FSED is not expected to have any impact on the charges for ED services at TriStar Summit or any affiliate.

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:

The proposed charges are based on the existing charges of TriStar Summit's ED, which are comparable throughout TriStar Health. It is difficult to compare the charges for ED services given the multiple levels of care and associated ancillary charges that varying types of ED patients experience.

Exhibit 9C-1 provides a comparison of standard average gross charges by CPT Code for Codes 99281-99285 for the ED providers in Wilson County.

Exhibit 9C-1
Average of Standard Gross Charges by CPT Codes (Current)

CPT Code:	99281	99282	99283	99284	99285
TriStar Mt. Juliet FSED	$596	$837	$1,886	$3,261	$4,243
VWCH	$716	$1,219	$2,012	$3,430	$3,567

Source: Hospital Chargemasters.

It is important to consider several factors when reviewing this data:

- Comparison of CPT charges for ED services are not meaningful:
  - Gross charges do not reflect what either patients or payors pay for ED services as payors have discounted rates and insured patients are only responsible for co-pays and deductibles. Self-pay patients and even those with insurance may also qualify for a self-pay discount. In addition, low-income individuals may qualify for charity care.
  - Charges for this single visit CPT code do not include associated ancillary charges that vary based on patient experience and acuity.
  - It is not possible to fully acuity-adjust ED patient charges for accurate comparison.
- The amount that patients pay is largely determined by their health insurance coverage. If a patient does not have health insurance, their financial liability will be determined by the application of TriStar Summit's uninsured discount to their bill for non-elective services.
- Comparisons of charge rates between hospitals will not reflect distinctions in prices due to variations in pricing methodology. For example, if an item or service is priced as a case rate (a set rate for an episode of care) with a particular payor or for a particular hospital, but as a per day rate with a different payer or hospital, then these rates cannot be compared without first determining the patient's length of stay and then applying the applicable contractual enhancements (e.g., stoploss or trauma activation).

More relevant than gross charge comparison is the payment rates or cost of care between facilities. For government payors, payment rates are very likely the same or similar for all providers in these two counties area.

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-2028		Year-2029	
	Gross Operating Revenue	% of Total	Gross Operating Revenue	% of Total
Medicare/Medicare Managed Care	$27,639,153.00	21.20	$31,340,327.34	21.20
TennCare/Medicaid	$30,507,366.00	23.40	$34,592,625.46	23.40
Commercial/Other Managed Care	$53,844,198.00	41.30	$61,054,505.61	41.30
Self-Pay	$18,382,644.00	14.10	$20,844,274.31	14.10
Other(Specify)				
Total	$130,373,361.00	100%	$147,831,732.72	100%
Charity Care	$2,757,397.00		$3,126,641.00	

**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: See Attachment 10C for explanation.

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 3tanding?
  - ☑ Yes
  - ☐ No

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

  - [x] Yes
  - [ ] No

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

Credential	Agency	Status (Active or Will Apply)	Provider Number or Certification Type
Licensure	☑ Health Facilities Commission/Licensure Division ☐ Intellectual & Developmental Disabilities ☐ Mental Health & Substance Abuse Services	Active	000000033
Certification	☑ Medicare ☑ TennCare/Medicaid ☐ Other _____	Active Active	440150 0440150
Accreditation(s)	TJC - The Joint Commission	Active	7806

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

- 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
  ☑ No

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

☑ Existing FTE not applicable (Enter year)

Position Classification	Existing FTEs(enter year)	Projected FTEs Year 1
A. Direct Patient Care Positions		
Registered Nurses	0.00	11.50
Radiology Technician	0.00	4.20
Pharmacist	0.00	0.50
Ultrasonographer	0.00	0.50
Laboratory Technician	0.00	4.20
Total Direct Patient Care Positions	N/A	20.9
B. Non-Patient Care Positions		
EVS Technician	0.00	1.60
Security	0.00	2.10
Total Non-Patient Care Positions	N/A	3.7
Total Employees *(A+B)*	0	24.6
C. Contractual Staff		
Contractual Staff Position	0.00	4.20
Total Staff *(A+B+C)*	0	28.8

DEVELOPMENT SCHEDULE

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

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

PROJECT COMPLETION FORECAST CHART

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

Phase	Days Required	Anticipated Date (Month/Year)
1. Initial HFC Decision Date		08/27/25
2. Building Construction Commenced	370	08/31/26
3. Construction 100% Complete (Approval for Occupancy)	734	08/30/27
4. Issuance of License	824	11/28/27
5. Issuance of Service	884	01/27/28
6. Final Project Report Form Submitted (Form HR0055)	1004	05/26/28

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

Attachment 3A

Proof of Publication

Classifieds

To Advertise, visit our website: **Classifieds.tennessean.com**
- Public Notices/Legals email: **Publicnotice@tnmedia.com**
- Business & Services email: **Servicedirectory@tennessean.com**
- To post job openings, visit: **Tennessean.com/jobs**

TO ADVERTISE
Visit Our Website:
Classifieds.tennessean.com

All classified ads are subject to the applicable rate card, copies of which are available from our Advertising Dept. All ads are subject to approval before publication. The Nashville Tennessean reserves the right to edit, refuse, reject, classify or cancel any ad at any time. Errors must be reported in the first day of publication. The Nashville Tennessean shall not be liable for any loss or expense that results from an error in or omission of an advertisement. No refunds for early cancellation of order.

ANNOUNCE

Announcements

Portable Oxygen Concentrator May Be Covered by Medicare! Reclaim independence and mobility with the compact design and long-lasting battery of Inogen One. Free information kit! Call 844-713-6706 (TnScan)

DIRECTV- All your entertainment. Nothing on your roof! Sign up for Direct and get your first free months of Max, Paramount+, Showtime, Starz, MGM+ and Cinemax included. Choice package $84.99/mo. Some restrictions apply. Call DIRECTV 1-844-230-4803 (TnScan)

Choose EarthLink Fiber Internet for speeds up to 5 Gigs, no data caps, no throttling. Prices starting at $54.95. Plus, a $100 gift card when you make the switch. Call 1-855-481-3340 (TnScan)

PETS

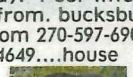
Domestic Pets







Basset Pups, Full AKC registration $650 plus tax Several to choose from bucksbassets.com Accept debit/credit, PayPal or cash. $100 holds until ready. Some are ready. Four litters to choose from. bucksbulldogs@yahoo.com 270-597-6909....cell 270-286-4649....house



Yorkshire Terrier 4 beautiful yorkie puppies 2 boys 2 girls tail dock,dewclaws ready to go home 615-585-0850



Basset Pups, Full AKC $650 Debit/Credit, PayPal or Cash bucksbassets.com bucksbulldogs@yahoo.com 270-597-6909...cell

Homes



Domestic Pets



Mini Australian We have 4 male pure breed Mini Australian puppies left! Get them while they last! ready to go. Travis 931-216-7926





Poodle AKC Miniature Poodle pups, 9 mo. 1 cream/white, 1 black. Neutered Males. Vaccinated. Champion parents. Top show bloodlines. $1500 (931) 743-8126 www.BlueSpringsPoodles.com

AKC LABRADOR PUPPIES Ready Now, Near Clarksville. Delivery to Nashville possible Fathers Day weekend. $800. 931-436-1488



German Shepherd Puppies $350 Born 4/17. Shots, vet checked, healthy, males. Talladega AL 207-332-1436



Yorkshire Terriers CKC gracesyorkieblessings.com 256-497-6859



BOXER AKC Boxer Pups (1 girl/2 boys). Tails docked, dew claws, shots & wormed. Mom & dad on site. $700 Call Wayne at 615-683-4191



Bichon Beautiful babies, M/F, CKC reg., dewclaws removed. 500.00. Call/text 270-392-9937

STUFF

Wanted to Buy

Mr. Baseball, Coming to Nashville! Buying Sportscards and Memorabilia! 203-767-2407

GARAGE SALES & AUCTIONS

Garage Sales

MT JULIET, Fri & Sat June 27th & 28th 8 am to 3pm, 2003 Kimberly Dr.

GIANT YARD SALE to benefit Charity
Vintage cast iron, toys, antiques, Tupperware, collectibles, housewares, teachers' supplies, adult & children's books, home decor, small appliances, tools, vintage electronics, SO MUCH MORE!

BUSINESS & SERVICES

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LOOK
ENGLISH HOME IMPROVEMENTS
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• Named a top 3 Nashville Contractor
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"We do it all from Roofs to Additions"
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Buy 10 - Get 2 FREE
Tell us you saw us in the Tennessean & save $500 off your home improvement.
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Removal, Topping, Trimming, Stump, Pruning, Lots/Fence Cleaning. 15 Yrs. Exp.

REAL ESTATE

Homes for Sale

Lawrenceburg, TN For sale: 4 bedroom, 2.5 baths Brick house on 6 beautiful acres. 2 car detached brick carport, storm shelter and a barn. Newly remodeled, new roof, gutters, central unit, flooring and freshly painted. $375,000 931-242-1777



RENTALS

PUBLISHER'S NOTICE
All real estate advertised herein is subject to the Federal Fair Housing Act, which makes it illegal to advertise any preference, limitation, or discrimination because of race, color, religion, sex, handicap, familial status, or national origin, or intention to make any such preference, limitation, or discrimination. We will not knowingly accept any advertising for real estate which is in violation of the law. All persons are hereby informed that all dwellings advertised are available on an equal opportunity basis.

Rooms For Rent

KNIGHTS INN
weekly/monthly rates & efficiencies - Free local calls, free HBO & WiFi, $250 & Up
☎ 615-678-6526 ☎

PUBLIC NOTICES

Govt Public Notices

NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS

June 26, 2025
Metropolitan Development & Housing Agency
701 S. 6th Street
Nashville, TN 37206
615-252-8562

REQUEST FOR RELEASE OF FUNDS
On or about July 11, 2025, the Metropolitan Development & Housing Agency (MDHA) is authorized by the Metropolitan Government of Nashville-Davidson County, TN to submit a request to the Department of Housing & Urban Development (HUD) for the release of Community Development Block Grant (CDBG) funds in the amount of $457,015.00 under Title I of the Housing and Community Development Act of 1974, as amended, to undertake a project known Safe Haven Family Shelter for the purpose of rehabilitating a structure located 1234 3rd Avenue South (parcel #10503024100).

The activities proposed at 1234 3rd Avenue South are Categorically Excluded per 24 CFR 58.35 (a), and subject to laws and authorities at §58.5: 58.35(a)(3)(iii). An Environmental Review Record (ERR) that documents the environmental determinations for this project is on file at 712 S. 6th Street, Nashville, TN 37206 and may be examined or copied weekdays 7:30 AM to 4:00 PM.

PUBLIC COMMENTS
Any individual, group, or agency may submit written comments on the ERR to MDHA. All comments received by the close of business on July 3, 2025, will be considered by the Metropolitan Government of Nashville-Davidson County prior to authorizing submission of a Request for Release of Funds (RROF).

ENVIRONMENTAL CERTIFICATION
The Metropolitan Government of Nashville-Davidson County certifies to the Department of Housing & Urban Development that Freddie O'Connell, in his capacity as Mayor of Nashville, TN, consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. The Department of Housing & Urban Development's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities and allows The Metropolitan Government of Nashville-Davidson County to use Program Funds.

OBJECTIONS TO RELEASE OF FUNDS
The U. S. Department of Housing & Urban Development will accept objections to its release of funds and the Metropolitan Development and Housing Agency's certification for a period of fifteen (15) days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are on one of the following bases: (a) the certification was not executed by the Certifying Officer of the Metropolitan Development and Housing Agency (b) the Metropolitan Development and Housing Agency has omitted a step or failed to make a decision or finding required by HUD regulations 24 CFR Part 58; (c) the grant recipient (Metropolitan Government of Nashville-Davidson County) or other participants in the development process have committed funds, incurred cost or undertaken activities not authorized by 24 CFR Part 58 before approval of a release of funds by HUD; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58, Section 58.76) and shall be addressed to the Department of Housing & Urban Development, 710 Locust Street, SW, Suite 300 Knoxville, TN 37902-2526. Potential objectors should contact HUD to verify the actual last day of the objection period.

Freddie O'Connell, Mayor of the Metropolitan Government of Nashville/Davidson County.

Public Notices

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 TriStar Summit Medical Center, a/an Hospital owned by HCA Health Services of Tennessee, Inc. with an ownership type of Corporation (For Profit) and to be managed by itself intends to file an application for a Certificate of Need for 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 estimated project cost will be
$18,060,545.

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

The contact person for this project is CEO Cindy Bergmeier who may be reached at TriStar Summit Medical Center - 5655 Frist Boulevard, Hermitage, Tennessee 37076 – Contact No. 615-316-3000.

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 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 .
June 26 2025
LOKR0321069

Public Notices

PUBLIC NOTICE
RE: TERRANCE RICCO REYNOLDS, JR
CHANCERY COURT OF DAVIDSON COUNTY, TN
CASE NO. 25-0317-III
It is Ordered that the Respondent, Terrance Ricco Reynolds, Jr., and any person claiming an interest in the property of Terrance Ricco Reynolds, Jr., is REQUIRED to answer or otherwise respond within thirty (30) days of the last weekly publication of this Order by filing a written response with the above-said Court.
June 19, 26, July 3, 10 2025
LOKR0318626

11427631
LEGAL NOTICE
Pursuant to the Environmental Protection Agency's 40 CFR 403.8 (f) (viii) requirement of publication, the Metropolitan Government of Nashville and Davidson County, Department of Water and Sewerage Services, is listing the following industries as having been in Significant Non-Compliance for the period of April 1, 2024, to March 31, 2025.
1. AAA Plating
2. Good L Corporation
3. MHC Kenworth
4. McRedmond Bros., Inc.
5. Music City Environmental
6. NWI, LLC
7. Onsite Environmental
8. Palm International
9. Pro-Tech
10. S/A Recycling-Downtown
11. S/A Recycling - West
12. Stratas Foods
13. The Vinylab
14. Welcome to 1979
Questions or comments may be addressed to Metro Water Services, Environmental Compliance Section, 1450 Lebanon Pike Bldg C, Nashville, TN 37210, phone (615) 862-4590.

SELL IT **BUY IT** **FIND IT**
Place your classified ad today.

THE TENNESSEAN

Public Notices

Originally published at tennessean.com on 06/26/2025

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 TriStar Summit Medical Center, a/an Hospital owned by HCA Health Services of Tennessee, Inc. with an ownership type of Corporation (For Profit) and to be managed by itself intends to file an application for a Certificate of Need for 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 estimated project cost will be
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(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 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 .

Attachment 7A-1

Articles of Incorporation, Amendment to Articles, and TriStar Summit Medical Assumed Name Renewal

State of Tennessee

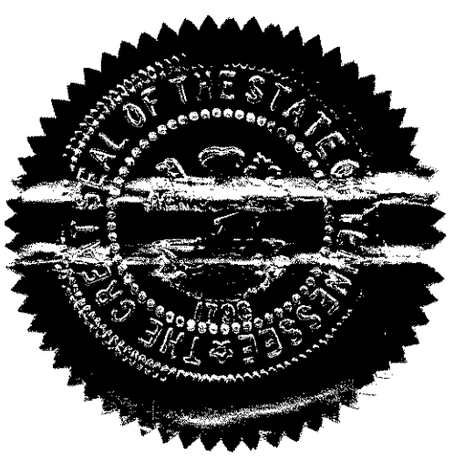


Department of State

CERTIFICATE

The undersigned, as Secretary of State of the State of Tennessee, hereby certifies that the attached document was received for filing on behalf of HCA HEALTH SERVICES OF TENNESSEE, INC. *(Name of Corporation)*, *was duly executed in accordance with the Tennessee General Corporation Act, was found to conform to law and was filed by the undersigned, as Secretary of State, on the date noted on the document.*

THEREFORE, the undersigned, as Secretary of State, and by virtue of the authority vested in him by law, hereby issues this certificate and attaches hereto the document which was duly filed on July Twenty-ninth, *19* 81.



Dorothy Crowell

Secretary of State

FILED
SECRETARY OF STATE
1981 JUL 29 PM 3:33

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CHARTER

OF

HCA HEALTH SERVICES OF TENNESSEE, INC.

The undersigned natural persons, having capacity to contract and acting as the incorporators of a corporation under the Tennessee General Corporation Act, adopt the following Charter for such corporation.

1. The name of the corporation is HCA HEALTH SERVICES OF TENNESSEE, INC.

2. The duration of the corporation is perpetual.

3. The address of the principal office of the corporation in the State of Tennessee shall be One Park Plaza, Nashville, County of Davidson.

4. The corporation is for profit.

5. The purposes for which the corporation is organized are:

(a) To purchase, lease or otherwise acquire, to operate, and to sell, lease or otherwise dispose of hospitals, convalescent homes, nursing homes and other institutions for the medical care and treatment of patients; to purchase, manufacture, or prepare and to sell or otherwise deal in, as principal or as agent, medical equipment or supplies; to construct, or lease, and to operate restaurants, drug stores, gift shops, office buildings, and other facilities in connection with hospitals or other medical facilities owned or operated by it; to engage in any other act or acts which a corporation may perform for a lawful purpose or purposes.

(b) To consult with owners of hospitals and all other types of health care or medically-oriented facilities or managers thereof regarding any matters related to the construction, design, ownership, staffing or operation of such facilities.

(c) To provide consultation, advisory and management services to any business, whether corporation, trust, association, partnership, joint venture or proprietorship.

6. The maximum number of shares which the corporation shall have the authority to issue is One Thousand (1,000) shares of Common Stock, par value of $1.00 per share.

7. The corporation will not commence business until the consideration of One Thousand Dollars ($1,000) has been received for the issuance of shares.

8. (a) The shareholders of this corporation shall have none of the preemptive rights set forth in the Tennessee General Corporation Act.

FILED
SECRETARY OF STATE
1981 JUL 29 PM 3:39

00224 00809

(b) The initial bylaws of this corporation shall be adopted by the incorporators hereof, and thereafter, the bylaws of this corporation may be amended, repealed or adopted by a majority of the outstanding shares of capital stock.

(c) This corporation shall have the right and power to purchase and hold shares of its capital stock; provided, however, that such purchase, whether direct or indirect, shall be made only to the extent of unreserved and unrestricted capital surplus.

DATED: July 22, 1981.

Charles L. Kown
Charles L. Kown

Bettye D. Daugherty
Bettye D. Daugherty

Ruth B. Foster
Ruth B. Foster

Secretary of State
Corporations Section
James K. Polk Building, Suite 1800
Nashville, Tennessee 37243-0306

DATE: 11/02/90
REQUEST NUMBER: 1982-1236
TELEPHONE CONTACT: (615) 741-0537
FILE DATE/TIME: 11/02/90 1559
EFFECTIVE DATE/TIME: 11/02/90 1559
CONTROL NUMBER: 0105942

TO:
HCA HOSPITAL CORPORATION OF AMERICA
P.O. BOX 550

NASHVILLE, TN 37202

BOOK 8237 PAGE 389

RE:
HCA HEALTH SERVICES OF TENNESSEE, INC.
CHARTER AMENDMENT

THIS WILL ACKNOWLEDGE THE FILING OF THE ENCLOSED DOCUMENT ON THE DATE SHOWN ABOVE TO BE EFFECTIVE AS INDICATED.

PLEASE BE ADVISED THAT THIS DOCUMENT MUST ALSO BE FILED IN THE OFFICE OF THE REGISTER OF DEEDS IN THE COUNTY WHEREIN A CORPORATION HAS ITS PRINCIPAL OFFICE IF SUCH PRINCIPAL OFFICE IS IN TENNESSEE.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE.

72438

IDENTIF. REFERENCE

Nov 14 3 42 PM '90

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.

PICK-UP

7140 11/14 0101 03CHECK 5-00

FOR: CHARTER AMENDMENT

RECEIVED: $10.00

ON DATE: 11/02/90

FROM:
HCA HOSPITAL CORPORATION OF AMERICA
P.O. BOX 550

NASHVILLE, TN 37202

RECEIPT NUMBER: 00001133333
ACCOUNT NUMBER: 00059042

THE GREAT SEAL OF THE STATE OF TENNESSEE
XVI
AGRICULTURE
COMMERCE
1796

BRYANT MILLSAPS
SECRETARY OF STATE

SS-4458

FILED
STATE OF TENNESSEE
1990 NOV -2 PM 3:59
BRYANT MILLSAPS
SECRETARY OF STATE

ARTICLES OF AMENDMENT TO THE

CHARTER OF

HCA HEALTH SERVICES OF TENNESSEE, INC.

Pursuant to the provisions of the Tennessee Business Corporation Act, the undersigned corporation adopts the following Amendment to its Charter:

1. The name of the corporation is HCA Health Services of Tennessee, Inc.

2. The amendment adopted shall delete the Sixth Article in its entirety and substitute the following therefore:

> "The maximum number of shares which the Corporation shall have the authority to issue is Two Thousand (2,000) shares of Common Stock, par value of $1.00 per share."

3. The amendment was duly adopted by the unanimous vote of the Board of Directors taken by unanimous written consent dated as of October 29, 1990.

4. Shareholder action was not required for the adoption of the amendment.

DATED: October 29, 1990

HCA HEALTH SERVICES OF TENNESSEE, INC.

By: John O. Colton
John O. Colton
President

ATTESTED TO:

By: Bettye D. Daugherty
Bettye D. Daugherty
Secretary

Tre Hargett
Secretary of State

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

HCA HEALTH SERVICES OF TENNESSEE, INC.
LEGAL DEPT
PO BOX 750
NASHVILLE, TN 37202-0750

April 12, 2022

Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

Control # : 105942 Status: Active
Filing Type: For-profit Corporation - Domestic

Document Receipt

Receipt # : 007159773	Filing Fee:	$20.00
Payment-Credit Card - State Payment Center - CC #: 3827380181		$20.00

Amendment Type: Assumed Name Renewal
Filed Date: 04/12/2022 9:21 AM
Image # : B1199-3959

This will acknowledge the filing of the attached assumed name renewal. When corresponding with this office or submitting documents for filing, please refer to the control number given above. The name registration is effective for five years from the effective date indicated above. You may renew the right to use this name within two (2) months preceding the expiration of such right, for a period of five (5) years, by filing an application with the Secretary of State.

Tre Hargett
Secretary of State

Processed By: Corp Web User

Field Name	Changed From	Changed To
Assumed Name	TriStar Summit Medical Center	TriStar Summit Medical Center
Expiration Date	04/19/2022	04/12/2027

006293130

APPLICATION FOR RENEWAL OF REGISTRATION OF ASSUMED NAME

SS-4488

Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102
(615) 741-2286

Filing Fee: $20.00

For Office Use Only

-FILED-

Amendment # 006293130

Assumed Name: TriStar Summit Medical Center

Date of Expiration: 04/19/2022

Pursuant to the Tennessee Business Corporation Act, Tennessee Nonprofit Corporation Act, Tennessee Limited Liability Company Act, Tennessee Revised Limited Liability Company Act, or the Tennessee Revised Uniform Partnership Act, the undersigned submits this application.

Failure to file the required document within the two (2) months preceding the expiration of the registration of the assumed name will result in expiration of the assumed name.

1. The Secretary of State Control Number is: 000105942
   and the true name of the business entity is:
   HCA HEALTH SERVICES OF TENNESSEE, INC.

2. The state or country of organization is:
   TENNESSEE

3. The business entity intends to transact business under an assumed name.

4. The assumed name the business entity proposes to use is:
   TriStar Summit Medical Center
   The assumed name must satisfy the statutory requirements for that type of entity.

04/12/2022	Electronic
Signature Date	Signature
Vice President & Asst. Secretary	John M. Franck II
Signer's Capacity	Name (typed or printed)

Note: Pursuant to T.C.A. § 10-7-503 all information on this form is public record.

B1199-3959 04/12/2022 9:21 AM Received by Tennessee Secretary of State Tre Hargett

Attachment 7A-2

Certificate of Corporate Existence

Division of Business and Charitable Organizations
Department of State
State of Tennessee
312 Rosa L. Parks Avenue, 6th Floor
Nashville, Tennessee 37243
Phone: 615-741-2286
sos.tn.gov/

Tre Hargett
Secretary of State

KRISTINA BAGWELL
ONE PARK PLAZA
NASHVILLE, TN 37203, USA

06/09/2025

Request Type: Certificate of Existence/Authorization

Issuance Date: 06/09/2025

Request #: C2025043202

Document Receipt

Order Number: C2025043202		Verification #: 3C7E05D2	
Receipt #: 2025-410128		Filing Fee:	$20.00
Payment: Credit Card - 3899973969			$20.00

Entity Name:	HCA HEALTH SERVICES OF TENNESSEE, INC.		
SOS Control #:	000105942	Initial Filing Date:	07/29/1981
Entity Type:	For-profit Corporation	Formation Locale:	TENNESSEE
Status:	Active	Duration Term:	Perpetual
Fiscal Year Close:	December	Annual Report Due:	04/01/2026
Business County:	DAVIDSON		
Shares of Stock:	2000		
Obligated Member Entity:	No		

CERTIFICATE OF EXISTENCE

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that effective as of the issuance date noted above

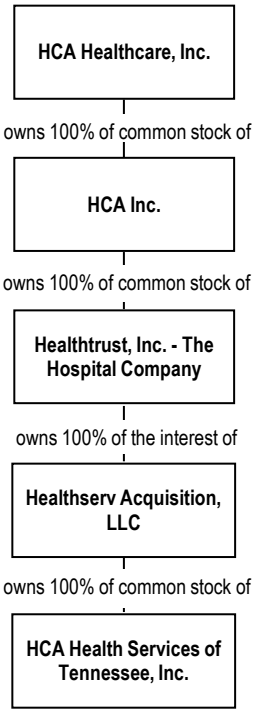
HCA HEALTH SERVICES OF TENNESSEE, INC.

* is a Corporation duly incorporated under the law of this State with a date of incorporation and duration as given above;
* has paid all fees, interest, taxes and penalties owed to this State (as reflected in the records of the Secretary of State and the Department of Revenue) which affect the existence/authorization of the business;
* has filed the most recent annual report required with this office;
* has appointed a registered agent and registered office in this State;
* has not filed Articles of Dissolution or Articles of Termination. A decree of judicial dissolution has not been filed.

Tre Hargett
Secretary of State

Attachment 7A-3

Organizational Chart


HCA Healthcare, Inc.
owns 100% of common stock of
HCA Inc.
owns 100% of common stock of
Healthtrust, Inc. - The Hospital Company
owns 100% of the interest of
Healthserv Acquisition, LLC
owns 100% of common stock of
HCA Health Services of Tennessee, Inc.

Attachment 7A-4

TriStar Summit Medical Center Officers and Directors

May 7, 2025

OFFICERS AND DIRECTORS
OF
HCA HEALTH SERVICES OF TENNESSEE, INC.

*	**Samuel N. Hazen**	**President**	**One Park Plaza** **Nashville, TN 37203**
	□reg □easley	Senior □ice President	13355 Noel Road, Ste□1200 □allas, □□ □5240
	□itc□ □dgewort□	Senior □ice President	1000 □ealt□ Par□ □rive, Ste 500 □rentwood, □N 3□02□
	□on □ □□oster	Senior □ice President	One Par□ Pla□a Nas□ville, □N 3□203
	□o□n □ □□ac□ett	Senior □ice President and □reasurer	One Par□ Pla□a Nas□ville, □N 3□203
	□ic□ael R□□cAlevey	Senior □ice President	One Par□ Pla□a Nas□ville, □N 3□203
	□im □c□anus	Senior □ice President	One Par□ Pla□a Nas□ville, □N 3□203
*	**Christopher F. Wyatt**	**Senior Vice President**	**One Park Plaza** **Nashville, TN 37203**
	□evin A□□all	□ice President and Assistant Secretary	One Par□ Pla□a Nas□ville, □N 3□203
	Cindy □ergmeier	□ice President	5655 □rist □lvd□ □ermitage, □N 3□0□6
	□i□e □□□ray	□ice President	One Par□ Pla□a Nas□ville, □N 3□203
	Louis Caputo	□ice President	200 StoneCrest □lvd□ Smyrna, □N 3□16□
	□onica Cintado	□ice President	One Par□ Pla□a Nas□ville, □N 3□203
	Natalie □□Cline	□ice President and Secretary	One Par□ Pla□a Nas□ville, □N 3□203
	□aime □eRensis	□ice President and Assistant Secretary	One Par□ Pla□a Nas□ville, □N 3□203
	□elissa □□□gan	□ice President and Assistant Secretary	13355 Noel Road, Ste□1200 □allas, □□ □5240
	□im □□□vans	□ice President	One Par□ Pla□a Nas□ville, □N 3□203

□ es □ountain	□ice President	1000 □ealt□ Par□ □rive, Ste 500 □rentwood, □N 3□02□
*** John M. Franck II**	**Vice President and Assistant Secretary**	**One Park Plaza Nashville, TN 37203**
Ronald Lee □rubbs, □r□	□ice President	One Par□ Pla□a Nas□ville, □N 3□203
Nic□olas □owald	□ice President	3□1 □ allace Road Nas□ville, □N 3□211
Set□ A□□illingbec□	□ice President and Assistant Secretary	One Par□ Pla□a Nas□ville, □N 3□203
□odd □axwell	□ice President	One Par□ Pla□a Nas□ville, □N 3□203
□eff □cInturff	□ice President	One Par□ Pla□a Nas□ville, □N 3□203
□□Scott Noonan	□ice President	One Par□ Pla□a Nas□ville, □N 3□203
□om O□burn	□ice President	2300 Patterson Street Nas□ville, □N 3□203
Peter Rossell	□ice President	One Par□ Pla□a Nas□ville, □N 3□203
□rittain Sexton	□ice President and Assistant Secretary	One Par□ Pla□a Nas□ville, □N 3□203
□rad Spicer	□ice President	One Par□ Pla□a Nas□ville, □N 3□203
□reg Swinney	□ice President	13355 Noel Road, Ste□1200 □allas, □□ □5240
□aniel □ in□ler	□ice President	One Par□ Pla□a Nas□ville, □N 3□203
Russ Young	□ice President	One Par□ Pla□a Nas□ville, □N 3□203
□oug L□□owney	Assistant Secretary	One Par□ Pla□a Nas□ville, □N 3□203
□ebora□ □□□ullin	Assistant Secretary	One Par□ Pla□a Nas□ville, □N 3□203
S□irley Sc□arf□C□eat□am	Assistant Secretary	One Par□ Pla□a Nas□ville, □N 3□203
□o□n I□Starling	Assistant Secretary	One Par□ Pla□a Nas□ville, □N 3□203
□ulie □ ic□wire	Assistant Secretary	One Par□ Pla□a Nas□ville, □N 3□203

Directors

Persons employed in the capacity of Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Administrator and Assistant Administrator of facilities owned and/or operated by this Company or by a partnership for which this Company acts as general partner or by a limited liability company for which this Company acts as managing member, are hereby authorized to, subject to the Company's policies and procedures, (a) manage the facilities and all day-to-day operations of, and the employees and agents of the Company at, such facilities, and take such other acts as are necessary or appropriate for the proper functioning of the facilities, and (b) negotiate and enter into contracts and agreements necessary to conduct the day-to-day business of such facilities, including, but not limited to, physician contracts, personal property leases, purchase agreements, cost reports, and similar documents (but specifically excluding any contracts or leases relating to real estate, except for leases to tenants in buildings owned by or leased to the Company entered into pursuant to the Company's policies and procedures which with the advice of legal counsel shall be deemed appropriate and advisable, and to execute and deliver Certificates of Resolution required in connection with such contracts and agreements.

Attachment 8A

Management Agreement

NOT APPLICABLE

Attachment 9A

Deed

BK/PG: 2354/1203-1206
25001770
4 PGS:AL-QUITCLAIM DEED
SUE BATCH: 572776
01/28/2025 - 10:15 AM

VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	20.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	22.00

STATE OF TENNESSEE, WILSON COUNTY
JACKIE MURPHY
REGISTER OF DEEDS

4

QUITCLAIM DEED

Address New Owner as Follows:	Send Tax Bills To:	Map-Parcel No.
HCA Health Services of Tennessee, Inc. c/o HCA Healthcare, Inc. Legal / Real Estate Department 2545 Park Plaza, Bldg. 3, 2nd Floor West Nashville, Tennessee 37203 Attention: Real Estate Department	(same)	081-002.15

This instrument prepared by: Holland & Knight LLP, Jeffrey A. Calk, Esq., 511 Union Street, Suite 2700, Nashville, Tennessee 37219-1760

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer is $0.00.

Affiant

Subscribed and sworn to before me, this the 23rd day January, 2025.

LINDA J. BOGGESS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires MARCH 3, 2026

NOTARY PUBLIC

My Commission Expires: 3-3-2026

FOR AND IN CONSIDERATION of Ten Dollars ($10.00), and other good and valuable consideration, **HCA REALTY, INC.**, a Tennessee corporation, ("Grantor"), does hereby quitclaim and convey unto **HCA HEALTH SERVICES OF TENNESSEE, INC.**, a Tennessee corporation, ("Grantee"), and its successors and assigns, all of its right, title and interest, in and to a certain tract or parcel of land in Wilson County, State of Tennessee, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Land"), together with all buildings, structures and

other improvements of any and every nature located on the Land and all fixtures attached or affixed to the Land or to any such buildings, structures or other improvements (collectively with the Land, the "Property").

The Property is improved property known as Map 081, Parcel 002.15, having an address of 125 Willard Hagan Drive, Lebanon, Wilson County, Tennessee.

The Property is conveyed subject to such limitations, restrictions and encumbrances as may affect the Property.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be executed this 23rd day of January, 2025.

HCA REALTY, INC.,
a Tennessee corporation

By: _____
Print Name: Todd Maxwell
Print Title: Vice President

STATE OF TENNESSEE)

COUNTY OF Davidson)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Todd Maxwell, as Vice President of HCA Realty, Inc., the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and seal, at office in Nashville, Tennessee, this the 23rd day of January, 2025.

_____
NOTARY PUBLIC

My Commission Expires: October 4, 2027

TERESA G. ROSS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES OCTOBER 04, 2027

EXHIBIT A

The Land

MAP 081, PARCEL 002.15

LAND IN WILSON COUNTY, TENNESSEE, BEING LOT NO. 3 ON THE PLAN OF FINAL PLAT ONE PARK PLAZA SUBDIVISION OF RECORD IN PLAT BOOK P29, PAGE 339, IN THE REGISTER'S OFFICE FOR WILSON COUNTY, TENNESSEE, TO WHICH PLAN REFERENCE IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION OF THE PROPERTY.

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO HCA REALTY, INC., A TENNESSEE CORPORATION BY GENERAL WARRANTY DEED FROM EMA JEAN PAYTON MILLER, MARY BETTY PRENTICE, ANTHONY E. HAGAN, MELINDA HAGAN PORTER AND ANTHONY E. HAGAN AND MELINDA HAGAN PORTER AS CO-EXECUTORS OF THE ESTATE OF WILLARD HAGAN AND AS CO-TRUSTEES

OF THE TRUST ESTABLISHED UNDER THE WILL OF WILLARD HAGAN OF RECORD IN BOOK 1108, PAGE 755 REGISTER'S OFFICE FOR WILSON COUNTY , TENNESSEE, DATED APRIL 18, 2005 AND RECORDED ON APRIL 18, 2005.

Attachment 10A

Floor Plan

SCOPE LEGEND

NEW CONSTRUCTION



1 FLOOR PLAN
SCALE: 1/8" = 1'-0"

0' 4' 8' 16' 32'

HEREFORD · DOOLEY
ARCHITECTS
205 17TH AVE NORTH · SUITE 203
NASHVILLE · TENNESSEE · 37203
P · 615 · 244 · 7399
F · 615 · 244 · 6697
WWW.HDARCHITECTS.COM

PROJECT #

STATUS

DATES OF ISSUANCE

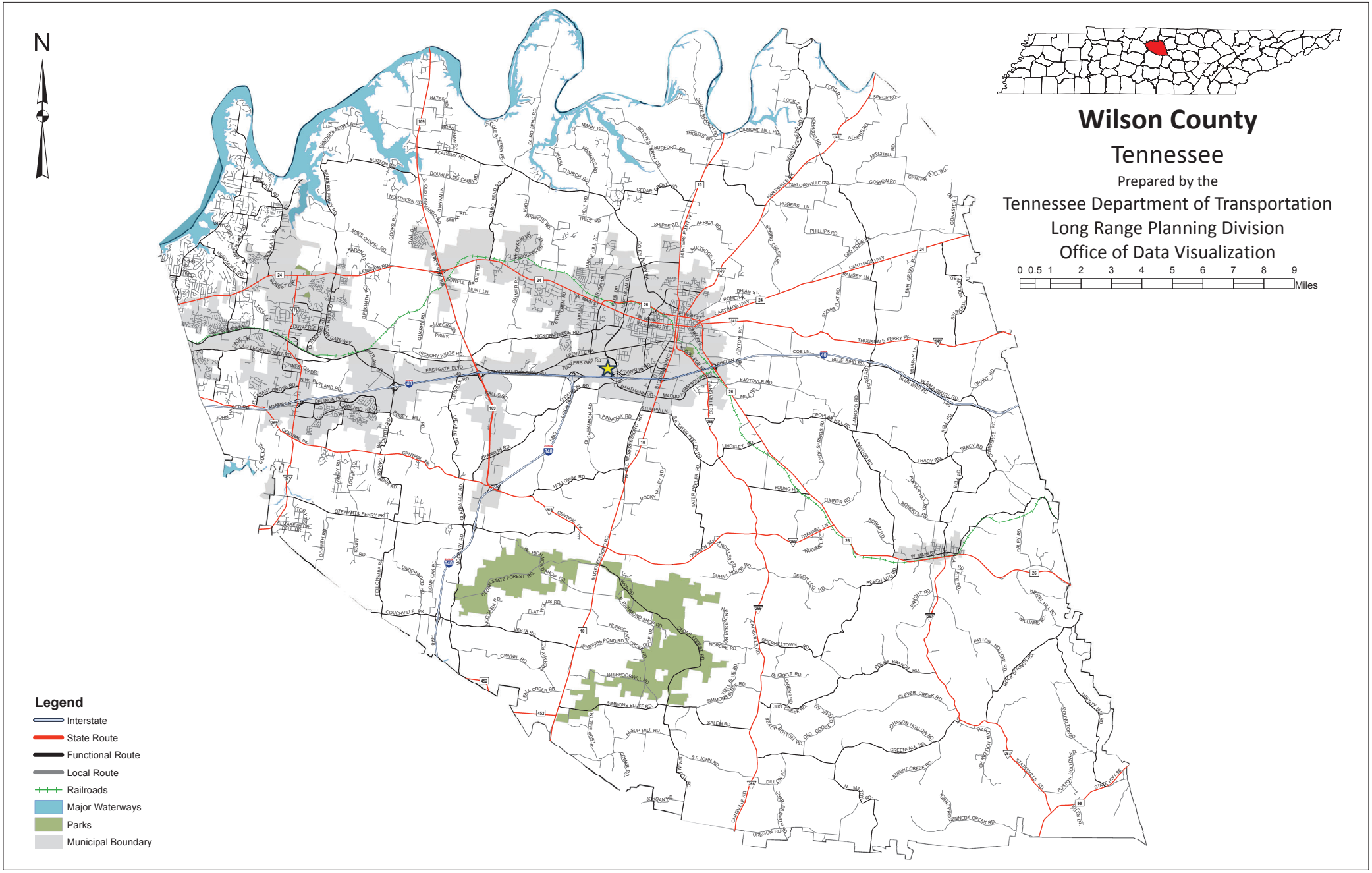
TITLE SCOPE PLAN

SHEET A1

10/23/2023 11:02:37 AM
THIS DRAWING IS THE PROPERTY OF HEREFORD DOOLEY ARCHITECTS. IT IS NOT TO BE REPRODUCED IN WHOLE OR IN PART. IT IS NOT TO BE USED ON ANY OTHER PROJECT. IT SHALL BE RETURNED UPON REQUEST. COPYRIGHT AS DATED HEREFORD DOOLEY ARCHITECTS. NOT VALID UNLESS SIGNED AND SEALED.

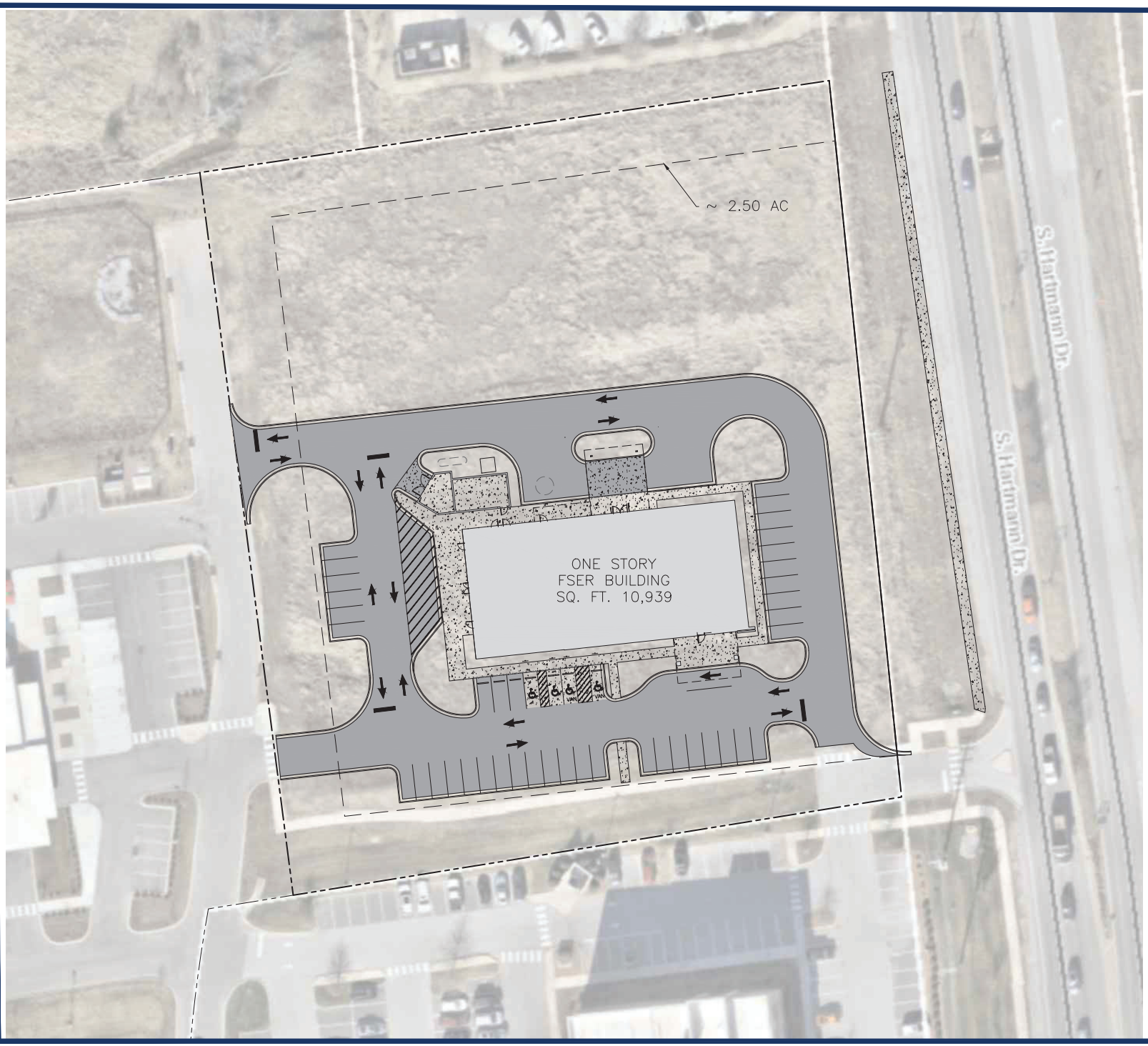
Attachment 11A

Map of Roads in Area with Proposed TriStar Lebanon FSED Marked with Star


N
Wilson County
Tennessee
Prepared by the
Tennessee Department of Transportation
Long Range Planning Division
Office of Data Visualization
0 0.5 1 2 3 4 5 6 7 8 9
Miles
Legend
Interstate
State Route
Functional Route
Local Route
Railroads
Major Waterways
Parks
Municipal Boundary

Attachment 12A

Site Plan



SITE SUMMARY

1. **Address** – The site address is 125 Willard Hagan Dr. It is east of the existing TriStar Summit Surgery Center.
2. **Acreage** – The site is 7.9 acres.
3. **ROW** – The site frontage is along South Hartman Drive.
4. **Project** – The proposed project is an approximately 11,000 sf free-standing emergency room with associated site improvements.
5. **Land Use** – The current land use is vacant.
6. **Zoning** – The City of Lebanon base zoning is CG – General Commercial. The site is in the South Hartmann Gateway Overlay District with the additional designation of Interchange Commercial. Commercial General Healthcare facilities/Medical Services are permitted in this zoning and overlay designation.
7. **Parking** – For hospitals, 0.75 spaces per bed are required. For medical facilities, 1 space per 400 square feet is required.
8. **Frontage** – All lots shall abut a public or private street for at least forty (40) feet.
9. **Setbacks** – The minimum lot area is 10,000 square feet. Minimum lot width is 100 feet.
   - Front Setback: 40ft minimum
   - Rear Setback: 25ft minimum
   - Side Setback: None
10. **Building Height** – The maximum building height is 7 stories.
11. **Topography** – There is less than 1% of fall across the site.
12. **Landscape/Open Space Requirements** – The building can cover a maximum of 40% of the lot area.
13. **Floodplain** – The site is in the Area of Minimal Flood Hazard (Zone X). There is a floodplain present to the north of the site.
14. **Waters of the State** – There are no Waters of the State on site. To the west of the site is a Shrub wetland (PFO1A) and a riverine (R4SBA).
15. **Exhibits** – Several have been included showing some of the information described above.

177

Lebanon FSER
PROJECT NAME

INGRAM CIVIL ENGINEERING GROUP
212 OVERLOOK CIRCLE, SUITE 105
BRENTWOOD, TENNESSEE 37027
615.370.7964 -OFFICE
615.370.1273 -Fax

130625
PROJECT NUMBER

06/18/2025
DATE

T100
SHEET NUMBER

TEST FIT
SHEET NAME

GRAPHIC SCALE 20 0 20 40

1E

CON Main Application

EXECUTIVE SUMMARY

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

Description: TriStar Summit proposes to establish a FSED (the "TriStar Lebanon FSED") located at the S. Hartman Drive/Interstate 40 Intersection (Exit 236) in Lebanon, Wilson County, TN 37090. The TriStar Lebanon FSED will be a full-service hospital emergency department with the capability to care for emergency patients of all acuity levels and will include 11 treatment rooms ("TRs") (including 1 trauma room), lab, imaging department, nursing station, and associated support space. It will have isolation and behavioral health/holding capabilities. The proposed FSED will serve Wilson County, Tennessee, the ninth (9th) largest county by population in Tennessee and will be located in Lebanon, the twelfth (12th) fasting growing city in the United States. (US Census (2024)).

The TriStar Lebanon FSED is needed to address:

Capacity Challenges: The existing ED providers in Wilson County are over capacity. The TriStar Summit Mt. Juliet FSED ("TriStar Mt. Juliet FSED") is extremely busy at 2,065 visits per treatment room in 2024.[1] Under the American College of Emergency Physicians ("ACEP") guidelines, the TriStar Mt. Juliet FSED exceeded optimal utilization by over 675 cases in 2024 (48.6% over the ACEP Guideline). Vanderbilt Wilson County Hospital ("VWCH")'s ER is very busy too at 1,662 visits per treatment room in 2023 (the most recent year data is available for VWCH). VWCH is also significantly over optimal utilization under the ACEP Guidelines – over by 348 cases per treatment room in 2023 or 26.4%, using the Mid-Range value. Even TriStar Summit's ED, which is not in the service area, but does care for a large number of emergency patients from Wilson County, is over capacity, exceeding the ACEP Guidelines for a High Range in-hospital ED in 2024 by 7.2%. It is obvious that the 9th largest county in the state with over 170,000 residents needs more than 30 ED TRs, and the TriStar Lebanon FSED will provide a convenient access point in a county with limited options.

With only 30 TRs in the county, the emergency TRs represent just 0.17 ER TRs per 1,000 population, which is tied for the lowest ratio of Tennessee counties over 75,000 in population and far less than half the state average of 0.38. The proposed FSED will help shorten wait times and keep the rates of patients who left without treatment ("LWOT") low.

The TriStar Mt. Juliet FSED has very high patient satisfaction scores as evidenced by its Press Ganey Patient Satisfaction scores. Press Ganey is a 3rd party vendor used by thousands of hospitals to collect feedback from patients about their overall experience. Over the last three years, the TriStar Mt. Juliet FSED has an average ranking in the 88th percentile, with 93% of those patients rating the care as good (the second best) or very good (the best). The 88th percentile score puts the TriStar Mt. Juliet FSED in elite company for high patient satisfaction. TriStar Summit wants to extend the availability of high-quality, easily accessible emergency care closer to residents of Lebanon and Wilson County, who are already choosing one of the

[1] TriStar Summit discovered in this process that its Joint Annual Reports ("JARs") reported the incorrect number of ED treatment rooms for several years. The TriStar Mt. Juliet FSED has had only 11 treatment rooms from 2022 to the present. Prior to 2022, only 8 treatment rooms were operational there. Since 2022, the facility was counting hallway beds as treatment locations, but only treatment rooms are to be counted for purposes of the JARs. TriStar Summit has notified the Tennessee Department of Health, submitted the corrected information, and has corrected the error in its yet unpublished 2024 JAR.

TriStar Summit emergency departments ("EDs") for their emergency care. In 2024, over 35% of Wilson County patients who went to the TriStar Mt. Juliet FSED lived closer to the proposed TriStar Lebanon FSED than to the TriStar Mt. Juliet FSED. Reducing the volume of patient visits to the TriStar Mt. Juliet FSED will help reduce the capacity challenges at that FSED that is so greatly over capacity under the ACEP Guidelines.

Population Growth: The population growth in Wilson County, including the city of Lebanon, is the most significant factor in the overcapacity nature of all of the EDs in the service area. As the state's 9th largest county, the population of Wilson County is 171,708 in 2025. According to the Boyd Center for Business and Economic Research, Wilson County has grown at a spectacular rate of 50.6% since 2010. Wilson County is projected to continue to grow significantly. Specifically, the Boyd Center projects that Wilson County's population will grow by 11.4% from 2025 to 2030 to 191,262, a growth rate that is more than three (3) times the projected growth rate of Tennessee overall. (https://tnsdc.utk.edu/estimates-and-projections/boyd-center-population-projections/). Additionally, the median age of Wilson County is higher than the median age of Tennessee overall; further, the population of Wilson County residents age 65 and older is anticipated by the Tennessee Department of Health to grow by 17.7% from 2024 to 2028, which is a significant rate of growth, given that older residents utilize healthcare resources more frequently than younger residents. (https://www.tn.gov/content/dam/tn/health/documents/population/CON-Population-Estimates-(4%20reports)-2024-2028.pdf; *see* Tillman, Bourke W., et al. "Acute healthcare resource utilization by age: A cohort study." PLoS, 2021, 16(5), accessed via https://doi.org/10.1371%2Fjournal.pone.0251877; *see also* "U.S. Personal Health Care Spending By Age and Sex: 2020 Highlights" from the Centers for Medicare & Medicaid Services, accessed March 15, 2023, at https://www.cms.gov/Research-Statistics-Data-and-Systems/Statistics-Trends-and-Reports/NationalHealthExpendData/Downloads/AgeandGenderHighlights.pdf, which notes that healthcare spending largely increases as patients age and that it is significantly higher per capita for those over the age of 65). This growing and aging population will require additional healthcare resources, and, specifically, additional healthcare resources that are readily accessible across the county.

Additionally, Lebanon is the 12th fastest growing city in the United States. A 2024 report by the United States Census Bureau noted that Lebanon had grown by 8.9% from 2023 to 2024. Lebanon is the most-populated municipality in Wilson County, with an estimated 2024 population of 51,501. ("Population Estimates." University of Tennessee Institute for Public Service. Accessed June 17, 2025, 2025, https://tnsdc.utk.edu/estimates-and-projections/population-estimates/). The fast growth of Lebanon and Wilson County means the residents need more ER options.

Geographic Isolation/Limited Access: While Capacity Challenges is the primary basis for this CON Application, the addition of the TriStar Lebanon FSED will improve access to emergency care and reduce the geographic isolation of some of the areas in the county. Residents of southern and eastern Wilson County will greatly benefit from the TriStar Lebanon FSED because it is centrally located in the county and easily accessible by residents from the south and east because it is located at Exit 236 on Interstate 40, one exit to the west from the intersection of Interstate 40 and US-231 and one exit to the east of the intersection of Interstates 840 and 40. The TriStar Lebanon FSED should be easily accessible from either the east or west on Interstate 40 as well as from the south via US-231 and S. Hartman Drive, from the southeast along US 70, also known as Sparta Pike, and from the southwest from I-840. Due, in part, to this strategic location, the proposed FSED will enhance access to emergency care in this fast-growing county. The close proximity to Interstate 40 saves patients additional

minutes from having to go to alternative options when time is most critical.

Ownership Structure: TriStar Lebanon FSED will be a satellite of TriStar Summit, which is owned by HCA Health Services of Tennessee, Inc., whose ultimate parent company is HCA Healthcare, Inc. ("HCA Healthcare"). Please see the response to **Question 7A** and **Attachment 7A**. TriStar Summit is part of the TriStar Health network, which operates 6 FSEDs, while HCA Healthcare operates 183 FSEDs nationally.

Service Area: The service area is defined as Wilson County, the 9th largest of Tennessee's 95 counties.

Existing similar service providers: VWCH in Lebanon and the TriStar Mt. Juliet FSED in Mt. Juliet are the only two existing EDs in Wilson County. Of the two, the TriStar Mt. Juliet FSED has more favorable quality metrics, with a lower 141-minute wait time (the 3rd lowest wait time in the state for a very high-volume ED). Given the forecasted population growth and resulting ED visits, the TriStar Lebanon FSED will not negatively impact existing providers, but will instead help to address a community need that exceeds current resources. See the response to **Question 5N** for information on existing providers and their operating statistics.

Project Cost: The estimated capital cost of the project is $18,060,545, which includes the land that is already owned by the Applicant and the building to be constructed.

Staffing: The proposed FSED will be staffed by approximately 28.8 FTEs, consisting of physicians, RNs, EMT-Paramedics, radiology, and lab tech, as well as nonclinical support staff to provide all acuity levels of ED services. TriStar Summit's successful recruitment and retention experience is provided in **Attachment 1N, Criterion 14**.

10C

CON Main Application

10C. Discuss the project's participation in state and federal revenue programs, including a description of the extent to which Medicare, TennCare/Medicaid, and medically indigent patients will be served by the project. Report the estimated gross operating revenue dollar amount and percentage of project gross operating revenue anticipated by payor classification for the first and second year of the project by completing the table below.

TriStar Summit participates in both Medicare and TennCare/Medicaid. As a satellite ED to TriStar Summit, the proposed TriStar Lebanon FSED will be included in all state and federal revenue programs for the host hospital, TriStar Summit, including Medicare and TennCare. Moreover, the proposed TriStar Lebanon FSED will be part of TriStar Health network which requires all facilities within it to adhere to all financial assistance and charity/indigent care policies.

As an emergency department, the TriStar Lebanon FSED will care for every presenting patient regardless of their commercial insurance or insured status as required by EMTALA. Like TriStar Summit, the TriStar Lebanon FSED will comply with the No Surprises Act, which fully protects patients from any cost differential between services provided by in-network or out-of-network providers by holding the patients harmless from any such difference.

Financial relief is available to those patients who have received non-elective care and do not qualify for state or federal assistance and are unable to establish partial payments or pay their balance. TriStar Summit provides discounts for all patients who have income at less than 400% of the poverty level. And for those who are below 200% of the poverty level, personal responsibilities are written off in their entirety. Furthermore, all self-pay patients will receive a discount similar to managed care, referred to as an "uninsured discount." The Uninsured Discount is available to patients who have no third-party payer source of payment or do not qualify for Medicaid, Charity, or any other discount program the facility offers.

In 2024, TriStar Summit and TriStar Mt. Juliet's FSED provided $196,889,835 in charity care. (TriStar Summit 2024 JAR, as submitted 6-15-25). See response to 6.C. above. See **Attachment 4N-1** for the Uninsured Discount and Charity Care Write Off Policies.

The table below provides the projected payor mix for Project Year 1 and 2.

10C. Applicant's Projected Payor Mix -- Project Only Chart

	Year 1		Year 2	
Payor Source	**Gross Operating Revenue**	**% of Total**	**Gross Operating Revenue**	**% of Total**
Medicare/Medicare Managed Care	$27,639,153	21%	$31,340,327	21%
TennCare/Medicaid	$30,507,366	23%	$34,592,625	23%
Commercial/Other Managed Care	$53,844,198	41%	$61,054,506	41%
Self-Pay	$18,382,644	14%	$20,844,274	14%
Other (Specify)				

Total*	**$130,373,361**		**$147,831,733**	
Charity Care	$2,757,397		$3,126,641	

Note: Totals and percentages may not tie out due to rounding.

TriStar Summit also offers a prompt pay discount of 20% for patients paying estimated deductible and co-pays at the time of service. When recording this discount, it is reflected in the contractual allowance line and not shown as charity or bad debt. Please see **Attachment 4N-1** for a copy of the policy that governs this practice, Discount Policy for Patients.

7Q Addendum

The below appends the 'check marks' in the HFC portal for responses to question 7Q.

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

- **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**

The following responses are made with respect to facilities managed by the TriStar Division, which includes the Applicant, HCA Healthcare Services of Tennessee, Inc., d/b/a TriStar Summit Medical Center.

The Applicant made a good faith effort to respond to this question regarding the entities identified in the organizational chart for direct upstream ownership of TriStar Summit Medical Center, to the best of its knowledge, information, and belief, as well as other TriStar Division facilities. Due to the breadth of the question and lack of definition of key terms, the Applicant cannot represent these responses are totally comprehensive, but no responsive information is being intentionally withheld.

Been subject to any of the following:

- **Final Order or Judgment in a state licensure action:**

  No

  The applicant assumes for the purpose of this question that "state licensure action" refers to facility licensure. The Applicant has not been the subject of a Final Order or Judgment in a state licensure action. The other entities in the chain of ownership do not hold a hospital license.

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

  None.

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

  None. The Applicant is not aware that any of its entities upstream have been involved in civil litigation whereby a judgment or settlement was entered in payment of Civil Monetary Penalty.

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

  None. The Applicant is not aware that any of its entities upstream have been involved whereby a judgment or settlement was entered into resulting in payment of Administrative Monetary Penalty.

- **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**

  None. The Applicant is not aware that any of its upstream entities have been involved in any agreement requiring payment of an administrative or civil monetary penalty to the federal government or any state government for claims related to the provision of health care items or services.

- **Suspension or termination of participation in Medicare or TennCare/Medicaid programs:**

  None.

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

  No

  In light of the breadth and scope of services provided and the business conducted by the entities upstream from the Applicant, it is likely that at any given time one or more are involved, in some capacity, in some type of investigation, regulatory action or civil action. However, neither TriStar Summit Medical Center nor any of its upstream entities are the subject of a criminal action.

Attachment 2N

County Level Service Area Map

TENNESSEE COUNTY MAP



Attachment 3N.B

Service Area Demographic Chart

3N. **B**. Provide the following data for each county in the service area:

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

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 2025-2029	*Target Population-All Ages Current Year 2025	Target Population-All Ages Project Year 2029	Target Population-% Change, 2025-2029	Target Population Projected Year as % of Total	Median Age	Median Household Income	Person Below Poverty Level	Person Below Poverty Level as % of Total	TennCare Enrollees	TennCare Enrollees as % of Total
Wilson County (Service Area)	**171,708**	**187,530**	**9.2%**	**171,708**	**187,530**	**9.2%**	**100%**	**40.3**	**$94,098**	**11,333**	**6.6%**	**21,794**	**12.7%**
State of TN Total	7,242,733	7,462,831	3.0%	7,242,733	7,462,831	3.0%	100%	39.1	$67,097	1,013,983	14.0%	1,408,284	19.4%

Sources: Tennessee Department of Health; Census.gov Quick Facts May 2025; Claritas, Inc. for median household income, poverty level and median age; and Division TennCare, Enrollment as of May 2025 (latest available in May 2025).

Attachment 1C-1

Transfer Agreements

FACILITY TRANSFER AGREEMENT (Revised 04-2011)

This Transfer Agreement (the "Agreement") is made as of this 15 day of March, 2024 by and between: HCA Health Services of Tennessee Inc., doing business as TriStar Summit Medical Center and TriStar Centennial Medical Center, each individually referred to herein as "facility," or "Transferring Facility" if transferring a patient, or "Receiving Facility" if receiving a patient, pursuant to the terms and provisions of this Agreement, and collectively as "facilities."

W I T N E S S E T H:

WHEREAS, the parties hereto desire to enter into this Agreement governing the transfer of patients between the two facilities; and,

WHEREAS, the parties hereto desire to enter into this Agreement in order to specify the rights and duties of each of the parties and to specify the procedure for ensuring the timely transfer of patients between the facilities;

NOW, THEREFORE, to facilitate the continuity of care and the timely transfer of patients and records between the facilities, the parties hereto agree as follows:

1. **Transfer of Patients.** In the event any patient of either facility is deemed by that facility (the "Transferring Facility") as requiring the services of the other facility (the "Receiving Facility") and the transfer is deemed medically appropriate, a member of the nursing staff of the Transferring Facility or the patient's attending physician will contact the admitting office or Emergency Department of the Receiving Facility to arrange for appropriate treatment as contemplated herein. All transfers between the facilities shall be made in accordance with applicable federal and state laws and regulations, the standards of the Joint Commission and any other applicable accrediting bodies, and reasonable policies and procedures of the facilities. Neither the decision to transfer a patient nor the decision to not accept a request to transfer a patient shall be predicated upon arbitrary, capricious, or unreasonable discrimination or based upon the patient's inability to pay for services rendered by either facility. The Receiving Facility's responsibility for the patient's care shall begin when the patient is admitted to the Receiving Facility.

2. **Responsibilities of the Transferring Facility.** The Transferring Facility shall be responsible for performing or ensuring performance of the following:

(A) Provide, within its capabilities, for the medical screening and stabilizing treatment of the patient prior to transfer;

(B) Arrange for appropriate and safe transportation and care of the patient during transfer, in accordance with applicable federal and state laws and regulations;

(C) Designate a person who has authority to represent the Transferring Facility and coordinate the transfer of the patient from the facility;

(D) Notify the Receiving Facility's designated representative prior to transfer to receive confirmation as to availability of appropriate facilities, services, and staff necessary to provide care to the patient;

(E) Prior to patient transfer, the transferring physician shall contact and secure a receiving physician at the Receiving Facility who shall attend to the medical needs of the patient and who will accept responsibility for the patient's medical treatment and hospital care;

(F) Provide, within its capabilities, appropriate personnel, equipment, and services to assist the transferring physician with the coordination and transfer of the patient;

(G) Provide, within its capabilities, personnel, equipment, and life support measures determined appropriate for the transfer of the patient by the transferring physician;

(H) Forward to the receiving physician and the Receiving Facility a copy of those portions of the patient's medical record that are available and relevant to the transfer and continued care of the patient, including records related to the patient's condition, observations of signs or symptoms, preliminary diagnosis, treatment provided, results of any tests, and with respect to a patient with an emergency medical condition that has not been stabilized, a copy of the patient's informed consent to the transfer or physician certification that the medical benefits of the transfer outweigh the risk of transfer. If all necessary and relevant medical records are not available at the time the patient is transferred, then the records will be forwarded by the Transferring Facility as soon as possible;

(I) Transfer the patient's personal effects, including, but not limited to, money and valuables, and information related to those items;

(J) Notify the Receiving Facility of the estimated time of arrival of the patient;

(K) Provide for the completion of a certification statement, summarizing the risk and benefits of the transfer of a patient with an emergency condition that has not been stabilized, by the transferring physician or other qualified personnel if the physician is not physically present at the facility at the time of transfer;

(L) Acknowledge any contractual obligations and comply with any statutory or regulatory obligations that might exist between a patient and a designated provider;

(M) Recognize the right of a patient to request to transfer into the care of a physician and facility of the patient's choosing;

(N) Recognize the right of a patient to refuse consent to treatment or transfer;

(O) Complete, execute, and forward a memorandum of transfer form to the Receiving Facility for every patient who is transferred;

(P) Establish a policy and/or protocols (i) for maintaining the confidentiality of the patient's medical records in accordance with applicable state and federal law, and (ii) for the inventory and safekeeping of any patient valuables sent with the patient to the Receiving Facility; and,

(Q) Recognize and comply with the requirements of any state law and regulations or local ordinances that apply to the care and transfer of patients.

3. **Responsibilities of the Receiving Facility.** The Receiving Facility shall be responsible for performing or ensuring performance of the following:

(A) Provide, as promptly as possible, confirmation to the Transferring Facility regarding the availability of bed(s), appropriate facilities, services, and staff necessary to treat the patient and confirmation that the Receiving Facility has agreed to accept transfer of the patient. The Receiving Facility shall respond to the Transferring Facility within _____ minutes after receipt of the request to transfer a patient with an emergency medical condition or in active labor;

(B) Provide, within its capabilities, appropriate personnel, equipment, and services to assist the receiving physician with the receipt and treatment of the patient transferred and maintain a call roster of physicians at the Receiving Facility;

(C) Reserve beds, facilities, and services as appropriate for patients being transferred from the Transferring Facility who have been accepted by the Receiving Facility and a receiving physician, if deemed necessary by a transferring physician unless such are needed by the Receiving Facility for an emergency;

(D) Designate a person who has authority to represent and coordinate the transfer and receipt of patients into the facility;

(E) When appropriate and within its capabilities, assist with the transportation of the patient as determined appropriate by the transferring or receiving physician;

(F) Provide the Transferring Facility with a copy of the patient's clinical or medical records, including any record generated in the emergency department;

(G) Maintain the confidentiality of the patient's clinical or medical records in accordance with applicable state and federal law;

(H) Establish a policy and/or protocols (i) for maintaining the confidentiality of the patient's clinical or medical records in accordance with applicable state and federal law, (ii) for the receipt of the patient into the facility, and (iii) for the acknowledgment and inventory of any patient valuables transported with the patient;

(I) Provide for the return transfer of patients to the Transferring Facility when requested by the patient or the Transferring Facility and ordered by the patient's attending/transferring physician, if the Transferring Facility has a statutory or regulatory obligation to provide health care assistance to the patient, and if transferred back to the Transferring Facility, provide the items and services specified in Section 2 of this Agreement;

(J) Provide the Transferring Facility any information available about the patient's coverage or eligibility under a third party coverage plan, Medicare or Medicaid, or a healthcare assistance program established by a county, public hospital, or hospital district;

(K) Upon request, provide current information concerning its eligibility standards and payment practices to the Transferring Facility and patient;

(L) Acknowledge any contractual obligations and comply with any statutory or regulatory obligations that might exist between a patient and a designated provider;

(M) Complete, execute, and return the memorandum of transfer form to the Transferring Facility; and,

(N) Recognize and comply with the requirements of any state law and regulations or local ordinances that apply to the care and transfer of patients.

4. **Billing.** All claims or charges incurred with respect to any services performed by either facility for patients received from the other facility pursuant to this Agreement shall be billed and collected by the facility providing such services directly from the patient, third party payer, Medicare or Medicaid, or other sources appropriately billed by that facility, unless applicable law and regulations require that one facility bill the other facility for such services. *In those cases in which the regulations apply, the facilities shall bill in accordance to the regulations that apply to skilled nursing facility prospective payment system ("SNF PPS") and consolidated billing. In those cases in which payment rates are consistent with SNF PPS regulations and have been negotiated, such payment shall be made at _____% of charges or in accordance with the payment fee schedule, labeled as Exhibit ____, attached hereto and incorporated herein by this reference.* In addition, it is understood that professional fees will be billed by those physicians or other professional providers who actually participate in the care and treatment of the patient and who are entitled to bill for their professional services at usual and customary rates. Each facility agrees to provide information in its possession to the other facility and such physicians or professional providers sufficient to enable them to bill the patient, responsible party, or appropriate third party payer.

5. **Transfer Back; Discharge; Policies.** At such time as the patient is ready for transfer back to the Transferring Facility or another health care facility or discharge from the Receiving Facility, in accordance with the direction from the Transferring Facility and with the proper notification of the patient's family or guardian, the patient will be transferred to the agreed upon location. If the patient is to be transferred back to the Transferring Facility, the Receiving Facility will be responsible for the care of the patient up until the time the patient is re-admitted to the Transferring Facility. Such transfers shall be conducted in accordance with HCA Healthcare Corporation Ethics and Compliance Policies and Procedures (*e.g., Discharge Planning and Referrals of Patients to Post Discharge Providers Policy, LL.HH.016 and EMTALA – Transfer Policy, EM.001*).

6. **Compliance with Law.** Both facilities shall comply with all applicable federal and state laws, rules and regulations, including, without limitation, those laws and regulations governing the maintenance of clinical or medical records and confidentiality of patient information as well as with all standards promulgated by any relevant accrediting agency.

7. **Indemnification; Insurance.** The facilities shall each be responsible for their own acts and omissions in the performance of their duties hereunder, and the acts and omissions of their own employees and agents, and shall indemnify and hold harmless the other party from and against any and all claims, liabilities, causes of action, losses, costs, damages and expenses (including reasonable attorney's fees) incurred by the other party as a result of such acts and omissions. In addition, each party shall maintain, throughout the term of this Agreement, comprehensive general and professional liability insurance and property damage insurance coverage in amounts reasonably acceptable to the other party, and shall provide evidence of such coverage upon request.

8. **Term; Termination.** The term of this Agreement shall be a minimum of one (1) year, commencing on the 15th day of March, 2024, and ending on the 15th day of March, 2026, unless sooner terminated as provided herein. Either party may terminate this Agreement without cause upon thirty (30) days advance written notice to the other party. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for five (5) days after receipt by the breaching party of written notice of such breach from the non-breaching party. In addition, this Agreement may be terminated immediately upon the occurrence of any of the following events:

(A) Either facility closes or discontinues operation to such an extent that patient care cannot be carried out adequately, or

(B) Either facility loses its license, or Medicare certification.

This Agreement may be renewed for subsequent one (1) year terms upon the mutual written consent of the parties.

9. **Arbitration.** Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall be determined and settled by arbitration in Nashville, Tennessee, in accordance with the rules of the American Health Lawyers Association Alternative Dispute Resolution Services and applying the laws of the state specified in section 11 below. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereof may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both parties. During the pendency of any such arbitration and until final judgment thereon has been entered, this Agreement shall remain in full force and effect unless otherwise terminated provided hereunder.

10. **Entire Agreement; Modification.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

11. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of _____ in which the facility affiliated with HCA is located.

12. **Partial Invalidity.** If any provision of this Agreement is prohibited by law or court decree of any jurisdiction, said prohibition shall not invalidate or affect the remaining provisions of this Agreement.

13. **Notices.** All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to: TriStar Summit Medical Center
5655 Frist Blvd
Hermitage, TN 37076
Attention: Chief Executive Officer

Copy to: One Park Plaza, P.O. Box 550
Nashville, Tennessee 37202-0550
Attention: Sue Dyer, Operations Counsel

If to: TriStar Centennial Medical Center
2300 Patterson Street
Nashville, TN 37203
Attention: Chief Executive Officer

or to such other persons or places as either party may from time to time designate by written notice to the other.

14. **Waiver.** A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

15. **Assignment; Binding Effect.** Each facility shall not assign or transfer, in whole or in part, this Agreement or any of its rights, duties or obligations under this Agreement without the prior written consent of the other Facility, and any assignment or transfer by either Facility without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

16. **Change in Law.** Notwithstanding any other provision of this Agreement, if the governmental agencies (or their representatives) which administer Medicare, any other payer, or any other federal, state or local government or agency passes, issues or promulgates any law, rule, regulation, standard or interpretation, or if any court of competent jurisdiction renders any decision or issues any order, at any time while this Agreement is in effect, which prohibits, restricts, limits or in any way substantially changes the method or amount of reimbursement or payment for services rendered under this Agreement, or which otherwise significantly affects either party's rights or obligations hereunder, either party may give the other notice of intent to amend this Agreement to the satisfaction of both parties, to compensate for such prohibition, restriction, limitation or change. If this Agreement is not so amended in writing within thirty (30) days after said notice was given, this Agreement shall terminate as of midnight on the thirtieth (30th) day after said notice was given.

17. **Warranty of Non-Exclusion.** Each party represents and warrants to the other that the party, its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. §1320a-7b(f) (the "federal healthcare programs"), (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the federal healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in the party or any such individual being excluded from participation in the federal healthcare programs. This shall be an ongoing representation and warranty during the term of this Agreement and each party shall immediately notify the other of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give the other party the right to terminate this Agreement immediately for cause.

18. **HIPAA Compliance Requirements.** To the extent applicable to this Agreement, Contractor agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA, including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security

Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162 (the "Federal Electronic Transactions Regulations"), all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements." Contractor agrees to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

19. **Access To Records.** Pursuant to the requirements of 42 CFR §420.300 et seq., each party agrees to make available to the Secretary of Health and Human Services ("HHS"), the Comptroller General of the Government Accounting Office ("GAO") or their authorized representatives, all contracts, books, documents and records relating to the nature and extent of costs hereunder for a period of four (4) years after the furnishing of Services hereunder for any and all Services furnished under this Agreement. In addition, each party hereby agrees to require by contract that each subcontractor makes available to the HHS and GAO, or their authorized representative, all contracts, books, documents and records relating to the nature and extent of the costs thereunder for a period of four (4) years after the furnishing of Services thereunder.

20. **Execution of Agreement.** This Agreement shall not become effective or in force until all of the below named parties have fully executed this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

TriStar Summit Medical Center
5655 Frist Blvd
Hermitage, TN 37076

By: Daphne Dancel
Its: Chief Executive Officer

TriStar Centennial Medical Center
2300 Patterson Street
Nashville, TN 37203

By:
Its: 3/5/24

RENEWAL OF AGREEMENT OR CONTRACT
(Rev. 6/16)

This RENEWAL, dated March 1, 2023, is attached to and incorporated into that Facility Transfer Agreement (hereinafter "Original Agreement") dated the March 1, 2015, by HTI Memorial Hospital Corporation dba TriStar Skyline Medical Center and HCA Health Service of Tennessee, Inc. dba TriStar Summit Medical Center regarding patient transfers.

WHEREAS, the parties hereto mutually desire to extend the term of the Original Agreement on terms and conditions set forth herein;

NOW, THEREFORE, it is agreed as follows:

1. The Original Agreement is hereby readopted and reaffirmed and its terms and conditions are incorporated herein by reference (check and complete one box, as appropriate):

   a. ☑ No other term, condition or requirement of the Original Agreement is hereby modified or amended except as provided in paragraph 2 below.

   b. ☐ The Original Agreement is amended in the following manner:

   _____

   _____

   _____

2. The term of the Original Agreement is hereby extended for an additional period commencing upon the expiration date of the Original Agreement and ending on February 28, 2026.

3. Each party agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations") and the federal standards for electronic Transactions Regulations"), all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements.". Each party further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

HTI Memorial Hospital Corporation dba TriStar Skyline Medical Center	HCA Health Service of Tennessee, Inc. TriStar Summit Medical Center
Mark Miller	Daphne David
Mark Miller Chief Executive Officer	Daphne David Chief Executive Officer

RENEWAL OF AGREEMENT OR CONTRACT
(Rev. 6/16)

This RENEWAL, dated **March 2, 2021**, is attached to and incorporated into that Facility Transfer Agreement (hereinafter "Original Agreement") dated the **March 1, 2015**, by Tristar Summit Medical Center, HTI Memorial Hospital Corporation dba TriStar Skyline Medical Center and HCA Health Services of Tennessee, Inc. regarding patient transfers.

WHEREAS, the parties hereto mutually desire to extend the term of the Original Agreement on terms and conditions set forth herein;

NOW, THEREFORE, it is agreed as follows:

1. The Original Agreement is hereby readopted and reaffirmed and its terms and conditions are incorporated herein by reference (check and complete one box, as appropriate):

   a. ☑ No other term, condition or requirement of the Original Agreement is hereby modified or amended except as provided in paragraph 2 below.

   b. ❑ The Original Agreement is amended in the following manner:

   _____

   _____

   _____

2. The term of the Original Agreement is hereby extended for an additional period commencing upon the expiration date of the Original Agreement and ending on **February 28, 2023**.

3. Each party agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations") and the federal standards for electronic Transactions Regulations"), all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements.". Each party further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

HTI Memorial Hospital Corporation dba TriStar Skyline Medical Center	HCA Health Services of Tennessee, Inc. d/b/a TriStar Summit Medical Center
Dustin Greene Chief Executive Officer	Brian Marger Chief Executive Officer

RENEWAL OF AGREEMENT OR CONTRACT
(Rev. 6/16)

This RENEWAL, dated **March 1, 2018**, is attached to and incorporated into that Facility Transfer Agreement (hereinafter "Original Agreement") dated the **March 1, 2015**, by Tristar Summit Medical Center, HTI Memorial Hospital Corporation dba TriStar Skyline Medical Center and HCA Health Services of Tennessee, Inc. regarding patient transfers.

WHEREAS, the parties hereto mutually desire to extend the term of the Original Agreement on terms and conditions set forth herein;

NOW, THEREFORE, it is agreed as follows:

1. The Original Agreement is hereby readopted and reaffirmed and its terms and conditions are incorporated herein by reference (check and complete one box, as appropriate):

   a. ☑ No other term, condition or requirement of the Original Agreement is hereby modified or amended except as provided in paragraph 2 below.

   b. ☐ The Original Agreement is amended in the following manner:

   _____

   _____

   _____

2. The term of the Original Agreement is hereby extended for an additional period commencing upon the expiration date of the Original Agreement and ending on **February 28, 2021**.

3. Each party agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations") and the federal standards for electronic Transactions Regulations"), all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements.". Each party further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

HTI Memorial Hospital Corporation dba TriStar Skyline Medical Center	HCA Health Services of Tennessee, Inc. d/b/a TriStar Summit Medical Center
Steve Otto	Brian Marger
Steve Otto Chief Executive Officer	Brian Marger Chief Executive Officer

FACILITY TRANSFER AGREEMENT (Revised 04-2011)

This Transfer Agreement (the "Agreement") is made as of this 1st day of March, 2015, by and between: **HCA Health Services of Tennessee, Inc.**, doing business as **TriStar Summit Medical Center** and **HTI Memorial Hospital dba TriStar Skyline Medical Center**, each individually referred to herein as "facility," or "Transferring Facility" if transferring a patient, or "Receiving Facility" if receiving a patient, pursuant to the terms and provisions of this Agreement, and collectively as "facilities."

W I T N E S S E T H:

WHEREAS, the parties hereto desire to enter into this Agreement governing the transfer of patients between the two facilities; and,

WHEREAS, the parties hereto desire to enter into this Agreement in order to specify the rights and duties of each of the parties and to specify the procedure for ensuring the timely transfer of patients between the facilities;

NOW, THEREFORE, to facilitate the continuity of care and the timely transfer of patients and records between the facilities, the parties hereto agree as follows:

1. **Transfer of Patients**. In the event any patient of either facility is deemed by that facility (the "Transferring Facility") as requiring the services of the other facility (the "Receiving Facility") and the transfer is deemed medically appropriate, a member of the nursing staff of the Transferring Facility or the patient's attending physician will contact the admitting office or Emergency Department of the Receiving Facility to arrange for appropriate treatment as contemplated herein. All transfers between the facilities shall be made in accordance with applicable federal and state laws and regulations, the standards of the Joint Commission and any other applicable accrediting bodies, and reasonable policies and procedures of the facilities. Neither the decision to transfer a patient nor the decision to not accept a request to transfer a patient shall be predicated upon arbitrary, capricious, or unreasonable discrimination or based upon the patient's inability to pay for services rendered by either facility. The Receiving Facility's responsibility for the patient's care shall begin when the patient is admitted to the Receiving Facility.

2. **Responsibilities of the Transferring Facility**. The Transferring Facility shall be responsible for performing or ensuring performance of the following:

(A) Provide, within its capabilities, for the medical screening and stabilizing treatment of the patient prior to transfer;

(B) Arrange for appropriate and safe transportation and care of the patient during transfer, in accordance with applicable federal and state laws and regulations;

(C) Designate a person who has authority to represent the Transferring Facility and coordinate the transfer of the patient from the facility;

(D) Notify the Receiving Facility's designated representative prior to transfer to receive confirmation as to availability of appropriate facilities, services, and staff necessary to provide care to the patient;

(E) Prior to patient transfer, the transferring physician shall contact and secure a receiving physician at the Receiving Facility who shall attend to the medical needs of the patient and who will accept responsibility for the patient's medical treatment and hospital care;

(F) Provide, within its capabilities, appropriate personnel, equipment, and services to assist the transferring physician with the coordination and transfer of the patient;

(G) Provide, within its capabilities, personnel, equipment, and life support measures determined appropriate for the transfer of the patient by the transferring physician;

(H) Forward to the receiving physician and the Receiving Facility a copy of those portions of the patient's medical record that are available and relevant to the transfer and continued care of the patient, including records related to the patient's condition, observations of signs or symptoms, preliminary diagnosis, treatment provided, results of any tests, and with respect to a patient with an emergency medical condition that has not been stabilized, a copy of the patient's informed

consent to the transfer or physician certification that the medical benefits of the transfer outweigh the risk of transfer. If all necessary and relevant medical records are not available at the time the patient is transferred, then the records will be forwarded by the Transferring Facility as soon as possible;

(I) Transfer the patient's personal effects, including, but not limited to, money and valuables, and information related to those items;

(J) Notify the Receiving Facility of the estimated time of arrival of the patient;

(K) Provide for the completion of a certification statement, summarizing the risk and benefits of the transfer of a patient with an emergency condition that has not been stabilized, by the transferring physician or other qualified personnel if the physician is not physically present at the facility at the time of transfer;

(L) Acknowledge any contractual obligations and comply with any statutory or regulatory obligations that might exist between a patient and a designated provider;

(M) Recognize the right of a patient to request to transfer into the care of a physician and facility of the patient's choosing;

(N) Recognize the right of a patient to refuse consent to treatment or transfer;

(O) Complete, execute, and forward a memorandum of transfer form to the Receiving Facility for every patient who is transferred;

(P) Establish a policy and/or protocols (i) for maintaining the confidentiality of the patient's medical records in accordance with applicable state and federal law, and (ii) for the inventory and safekeeping of any patient valuables sent with the patient to the Receiving Facility; and,

(Q) Recognize and comply with the requirements of any state law and regulations or local ordinances that apply to the care and transfer of patients.

3. **Responsibilities of the Receiving Facility**. The Receiving Facility shall be responsible for performing or ensuring performance of the following:

(A) Provide, as promptly as possible, confirmation to the Transferring Facility regarding the availability of bed(s), appropriate facilities, services, and staff necessary to treat the patient and confirmation that the Receiving Facility has agreed to accept transfer of the patient. The Receiving Facility shall respond to the Transferring Facility within 30 minutes after receipt of the request to transfer a patient with an emergency medical condition or in active labor;

(B) Provide, within its capabilities, appropriate personnel, equipment, and services to assist the receiving physician with the receipt and treatment of the patient transferred and maintain a call roster of physicians at the Receiving Facility;

(C) Reserve beds, facilities, and services as appropriate for patients being transferred from the Transferring Facility who have been accepted by the Receiving Facility and a receiving physician, if deemed necessary by a transferring physician unless such are needed by the Receiving Facility for an emergency;

(D) Designate a person who has authority to represent and coordinate the transfer and receipt of patients into the facility;

(E) When appropriate and within its capabilities, assist with the transportation of the patient as determined appropriate by the transferring or receiving physician;

(F) Provide the Transferring Facility with a copy of the patient's clinical or medical records, including any record generated in the emergency department;

(G) Maintain the confidentiality of the patient's clinical or medical records in accordance with applicable state and federal law;

(H) Establish a policy and/or protocols (i) for maintaining the confidentiality of the patient's clinical or medical records in accordance with applicable state and federal law, (ii) for the receipt of the patient into the facility, and (iii) for the acknowledgment and inventory of any patient valuables transported with the patient;

(I) Provide for the return transfer of patients to the Transferring Facility when requested by the patient or the Transferring Facility and ordered by the patient's attending/transferring physician, if the Transferring Facility has a statutory or regulatory obligation to provide health care assistance to the patient, and if transferred back to the Transferring Facility, provide the items and services specified in Section 2 of this Agreement;

(J) Provide the Transferring Facility any information available about the patient's coverage or eligibility under a third party coverage plan, Medicare or Medicaid, or a healthcare assistance program established by a county, public hospital, or hospital district;

(K) Upon request, provide current information concerning its eligibility standards and payment practices to the Transferring Facility and patient;

(L) Acknowledge any contractual obligations and comply with any statutory or regulatory obligations that might exist between a patient and a designated provider;

(M) Complete, execute, and return the memorandum of transfer form to the Transferring Facility; and,

(N) Recognize and comply with the requirements of any state law and regulations or local ordinances that apply to the care and transfer of patients.

4. **Billing.** All claims or charges incurred with respect to any services performed by either facility for patients received from the other facility pursuant to this Agreement shall be billed and collected by the facility providing such services directly from the patient, third party payer, Medicare or Medicaid, or other sources appropriately billed by that facility, unless applicable law and regulations require that one facility bill the other facility for such services. In addition, it is understood that professional fees will be billed by those physicians or other professional providers who actually participate in the care and treatment of the patient and who are entitled to bill for their professional services at usual and customary rates. Each facility agrees to provide information in its possession to the other facility and such physicians or professional providers sufficient to enable them to bill the patient, responsible party, or appropriate third party payer.

5. **Transfer Back; Discharge; Policies.** At such time as the patient is ready for transfer back to the Transferring Facility or another health care facility or discharge from the Receiving Facility, in accordance with the direction from the Transferring Facility and with the proper notification of the patient's family or guardian, the patient will be transferred to the agreed upon location. If the patient is to be transferred back to the Transferring Facility, the Receiving Facility will be responsible for the care of the patient up until the time the patient is re-admitted to the Transferring Facility. Such transfers shall be conducted in accordance with HCA Healthcare Corporation Ethics and Compliance Policies and Procedures (*e.g., Discharge Planning and Referrals of Patients to Post Discharge Providers Policy, LL.HH.016 and EMTALA – Transfer Policy, EM.003*).

6. **Compliance with Law.** Both facilities shall comply with all applicable federal and state laws, rules and regulations, including, without limitation, those laws and regulations governing the maintenance of clinical or medical records and confidentiality of patient information as well as with all standards promulgated by any relevant accrediting agency.

7. **Indemnification; Insurance.** The facilities shall each be responsible for their own acts and omissions in the performance of their duties hereunder, and the acts and omissions of their own employees and agents, and shall indemnify and hold harmless the other party from and against any and all claims, liabilities, causes of action, losses, costs, damages and expenses (including reasonable attorney's fees) incurred by the other party as a result of such acts and omissions. In addition, each party shall maintain, throughout the term of this Agreement, comprehensive general and professional liability insurance and property damage insurance coverage in amounts reasonably acceptable to the other party, and shall provide evidence of such coverage upon request.

8. **Term; Termination.** The term of this Agreement shall be a minimum of one (1) year, commencing on the 1 day of March, 2015, and ending on the 28 day of February, 2018, unless sooner terminated as provided herein. Either party may terminate this Agreement without cause upon thirty (30) days advance written notice to the other party. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for five (5) days after receipt by the breaching party of written notice of such breach from the non-breaching party. In addition, this Agreement may be terminated immediately upon the occurrence of any of the following events:

(A) Either facility closes or discontinues operation to such an extent that patient care cannot be carried out adequately, or

(B) Either facility loses its license, or Medicare certification.

This Agreement may be renewed for subsequent one (1) year terms upon the mutual written consent of the parties.

9. **Arbitration.** Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall be determined and settled by arbitration in **Tennessee**, _____, in accordance with the rules of the American Health Lawyers Association Alternative Dispute Resolution Services and applying the laws of the state specified in section 11 below. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereof may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both parties. During the pendency of any such arbitration and until final judgment thereon has been entered, this Agreement shall remain in full force and effect unless otherwise terminated provided hereunder.

10. **Entire Agreement; Modification.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

11. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of **Tennessee** _____ in which the facility affiliated with HCA is located.

12. **Partial Invalidity.** If any provision of this Agreement is prohibited by law or court decree of any jurisdiction, said prohibition shall not invalidate or affect the remaining provisions of this Agreement.

13. **Notices.** All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to: **TriStar Summit Medical Center**
5655 Frist Blvd
Hermitage, TN 37076

Attention: Chief Executive Officer

Copy to: One Park Plaza, P.O. Box 550
Nashville, Tennessee 37202-0550
Attention: **Kelly Duggan**, Operations Counsel

If to: **TriStar Skyline Medical Center**
3441 Dickerson Pike
Nashville, TN 37207

Attention: Chief Executive Officer

or to such other persons or places as either party may from time to time designate by written notice to the other.

14. **Waiver.** A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

15. **Assignment; Binding Effect.** Each facility shall not assign or transfer, in whole or in part, this Agreement or any of its rights, duties or obligations under this Agreement without the prior written consent of the other Facility, and any assignment or transfer by either Facility without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

16. **Change in Law.** Notwithstanding any other provision of this Agreement, if the governmental agencies (or their representatives) which administer Medicare, any other payer, or any other federal, state or local government or agency passes, issues or promulgates any law, rule, regulation, standard or interpretation, or if any court of competent jurisdiction renders any decision or issues any order, at any time while this Agreement is in effect, which prohibits, restricts, limits or in any way substantially changes the method or amount of reimbursement or payment for services rendered under this Agreement, or which otherwise significantly affects either party's rights or obligations hereunder, either party may give the other notice of intent to amend this Agreement to the satisfaction of both parties, to compensate for such prohibition, restriction, limitation or change. If this Agreement is not so amended in writing within thirty (30) days after said notice was given, this Agreement shall terminate as of midnight on the thirtieth (30th) day after said notice was given.

17. **Warranty of Non-Exclusion.** Each party represents and warrants to the other that the party, its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. §1320a-7b(f) (the "federal healthcare programs"), (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the federal healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in the party or any such individual being excluded from participation in the federal healthcare programs. This shall be an ongoing representation and warranty during the term of this Agreement and each party shall immediately notify the other of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give the other party the right to terminate this Agreement immediately for cause.

18. **HIPAA Compliance Requirements.** To the extent applicable to this Agreement, Contractor agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA, including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162 (the "Federal Electronic Transactions Regulations"), all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements." Contractor agrees to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

19. **Access To Records.** Pursuant to the requirements of 42 CFR §420.300 et seq., each party agrees to make available to the Secretary of Health and Human Services ("HHS"), the Comptroller General of the Government Accounting Office ("GAO") or their authorized representatives, all contracts, books, documents and records relating to the nature and extent of costs hereunder for a period of four (4) years after the furnishing of Services hereunder for any and all Services furnished under this Agreement. In addition, each party hereby agrees to require by contract that each subcontractor makes available to the HHS and GAO, or their authorized representative, all contracts, books, documents and records relating to the nature and extent of the costs thereunder for a period of four (4) years after the furnishing of Services thereunder.

20. **Execution of Agreement.** This Agreement shall not become effective or in force until all of the below named parties have fully executed this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

HCA Health Services of Tennessee, Inc. dba
TriStar Sammit Medical Center

By: **Jeffrey T. Whitehorn**
Its: **Chief Executive Officer**

HTI Memorial Hospital dba
TriStar Skyline Medical Center

By: **Steve Otto**
Its: **Chief Executive Officer**

PATIENT TRANSFER AGREEMENT
BETWEEN
VANDERBILT UNIVERSITY
AND
TRISTAR SUMMIT MEDICAL CENTER

In consideration of the needs of the patients of the area served by both the institutions herein named, this Agreement is entered into by and between Vanderbilt University, a Tennessee not-for-profit corporation acting by and through its Vanderbilt University Hospital (hereinafter referred to as "Vanderbilt"), and, TriStar Summit Medical Center (hereinafter referred to as "Facility") (both Vanderbilt and Facility will also be referred to collectively as "Institutions" or individually, an "Institution").

WITNESSETH:

WHEREAS, each Institution owns and operates an acute care hospital providing health care services for residents of the area served by such Institution; and,

WHEREAS, both Institutions desire to assure continuity of care and treatment appropriate to the needs of patients and to use the skills and resources of both institutions in a coordinated and cooperative fashion; and

WHEREAS, the parties share a common desire to benefit the communities they serve by assuring the provision of medical care within the communities for those needs that can be met locally and for facilitating access to specialized care when deemed necessary;

WHEREAS, Facility desires to enter to a transfer agreement with Vanderbilt for the continuation of care of certain patients in the event that it is deemed that those Facility patients are in need of the specialized capabilities provided at Vanderbilt

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

I. TERMS AND CONDITIONS:

A. Patient Transfer from Facility to Vanderbilt.

1. Vanderbilt will provide treatment and hospitalization, when and if Vanderbilt has sufficient capacity and capabilities as required by law, for patients of Facility on an as-needed basis when requested by Facility. Facility will refer patients to Vanderbilt only when the patients need treatment, care or tests that are not available at Facility and are available at Vanderbilt.

2. For patients being transferred to Vanderbilt for treatment associated with (burns, trauma) Facility will also adhere to the specific criteria listed in Appendix I, attached hereto and made a part hereof by this reference.

B. **Patient Transfer to Vanderbilt from Facility.**

1. When a patient has been transferred to Vanderbilt from Facility and is admitted and stabilized, but no longer requires specialized services or treatment only available at Vanderbilt, Facility 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 Facility referring physician does not accept the patient, the Facility'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 Facility.

C. **Mutual Obligations.**

1. A patient may only be admitted at a receiving Institution after an attending physician at the receiving Institution accepts the patient's admission after speaking with a transferring Institution physician. If the receiving Institution's attending physician has approved and agreed to the admission of the transfer patient (i) after concluding that all conditions of eligibility are met; (ii) subject to availability of appropriate personnel, space and facilities at the receiving Institution; and (iii) to the extent permitted by law if financial arrangements have been made, then the receiving Institution agrees to facilitate prompt admission of the patient. The parties hereto agree to conduct any patient transfers in compliance with state and federal law, including 42 U.S.C. § 1395dd et seq. and any amendments thereto ("EMTALA regulations") and, as applicable, all requirements set forth in 42 C.F.R. § 483 regarding discharge, transfer, and re-admission of nursing home patients, and such other requirements as may be imposed by the Secretary of Health and Human Services and federal or state law.

2. The transferring Institution shall provide, or arrange for the provision of, transportation for a patient for the purpose of his or her transfer to and from the receiving Institution under this Agreement. The appropriate method of transportation is dependent upon patient's condition and such transportation (ground, fixed wing or rotary wing) will be determined after consultation between the transferring and receiving physicians.

3. If the admitting physician or transferring physician should deem it medically necessary for the patient to be accompanied by personnel and/or equipment during the transfer, the transferring Institution shall provide or arrange for, at its cost and expense, the appropriate personnel and/or equipment for the transfer.

4. The transferring Institution agrees to send with each patient at the time of transfer, or, in case of emergency, as promptly as possible after the transfer, pertinent medical and other information necessary to continue the patient's treatment without interruption, together with essential identifying and administrative information.

5. The receiving Institution shall assume responsibility for patient care at the time it takes physical custody of the patient and shall remain responsible for patient care only during the time that the receiving Institution has such physical custody of the patient.

II. BILLING AND PAYMENT

A. It is agreed that the services rendered by the receiving Institution or the receiving Institution's physicians shall be charged to the patient, the patient's Managed Care Organization ("MCO"), or other third party payor. The transferring Institution shall not be held responsible for payment of services rendered to a patient by the receiving Institution or the receiving Institution's physicians and the receiving Institution and the receiving Institution's physicians shall not be held responsible for payment of services rendered to a patient by the transferring Institution.

B. The transferring Institution will provide the receiving Institution with all information necessary to enable the receiving Institution to bill the patient, his or her MCO, or other third party payor for all patient care services rendered by the receiving Institution prior to patient's transfer.

III. TERM AND TERMINATION

A. This Agreement shall be effective from May 1, 2013 and continue until amended, modified, or terminated. This Agreement shall be reviewed on a periodic basis and at that time, both parties will evaluate the program and policies, discuss any related problems, and make necessary revisions. Neither party shall be bound by this Agreement until it is signed by the appropriate officials as indicated on the signature page of this Agreement.

B. Notwithstanding any other terms and conditions hereunder, this Agreement may be terminated without cause by either party by written notification to the other party at least thirty (30) days prior to the desired effective date of termination.

C. In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceedings under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then, at the option of either party, this Agreement may be terminated immediately by either party and be of no further force and effect.

D. In the event that either party sells all or substantially all of its assets, there is a sale of a majority ownership of either party, or there occurs a material change in the management or ownership of either party, this Agreement may be terminated by either party and be of no further force and effect.

E. Each party warrants that it is duly licensed under the laws of its state and agrees to abide by applicable state and/or federal laws and regulations governing the licensure and operation of its facility. Each party further agrees to give prompt notice in writing to the other party in the event of institution of proceedings for suspension or revocation of its license, and to notify the other party in the event of any suspension or revocation of its license within twenty-four (24) hours of its occurrence. This Agreement will immediately terminate upon the revocation or suspension of licensure of either party. Further, either party, at its sole discretion, may terminate this Agreement in the event the other party is given notice of the institution of proceedings to suspend or revoke its licensure.

IV. INDEMNIFICATION

Each party shall indemnify and hold harmless the other party, its trustees, officers, agents and employees, from any judgments, damages, costs and expenses, including reasonable attorney's fees, from any claim, action or proceeding to the extent arising out of its own negligent acts or omissions in the performance of this Agreement. Indemnitor's obligations as set forth in the preceding sentence are conditioned upon (i) Indemnitee promptly notifying Indemnitor of any claim, demand or action, or any incident of which Indemnitee has actual or constructive knowledge, which may reasonably result in a claim, demand or action, and for which Indemnitee will look to Indemnitor for indemnification under this Section, (ii) Indemnitee, its directors, officers, agents, and employees, cooperating fully with Indemnitor in Indemnitor's investigation and review of any such claim, action or incident, and (iii) Indemnitee not entering into any admissions, agreements or settlements which may affect the rights of Indemnitee or Indemnitor without the prior written consent and approval of Indemnitor. Indemnitor reserves the right, in its sole discretion, to assume the defense of Indemnitee in any such claim, action or proceeding.

V. INSURANCE

A. Each party shall procure and maintain for the term of this Agreement comprehensive general liability insurance, including broad form contractual, in a minimum amount of $1,000,000/$3,000,000. Such coverage shall act as primary insurance and no coverage of the other party shall be called upon to contribute to a loss.

B. Each party shall procure and maintain for the term of this Agreement professional liability insurance, in a minimum amount of $1,000,000/$3,000,000 in coverage for all of its personnel who may participate in this Agreement. Such coverage shall be for a minimum of five (5) years following expiration or termination of this Agreement and shall provide for a retroactive date no later than the inception date of this Agreement

C. Each party shall procure and maintain during the term of this Agreement, workers' compensation and employer liability insurance or a self-insurance program covering all of its employees who are engaged in any work under this Agreement

D. The parties shall provide each other with Certificates of Insurance evidencing the above coverage.

E. It is agreed that Vanderbilt may chose to provide the coverage stated above through a Program of self insurance

VI. NOTIFICATION OF CLAIMS

The parties agree to notify each other as soon as possible in writing of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Further, the notified party shall have the right to investigate said incident or occurrence and the notifying party will cooperate fully in this investigation

VII. NOTICES

All notices or other communication provided for in this Agreement shall be given to the parties addressed as follows:

FACILITY: Jeffrey T. Whitehorn, CEO
TriStar Summit Medical Center
5655 Frist Boulevard
Hermitage, TN 37076

VANDERBILT: Carol Wilson
Nursing Director, Patient Flow Center
1211 Medical Center North
VUH, Suite B 142
Nashville, TN 37232

with a copy to: Office of Grants & Contracts Management
Vanderbilt University Medical Center
3319 West End Avenue, Suite 100
Nashville, TN 37203-6869

VIII. MEDIA

The parties agree they will not use each other party's name or programs in any advertising, promotional material, press release, publication, public announcement, or through other media, written or oral, whether to the press, to holders of publicly owned stock without the prior written consent of the party whose name is to be used

IX. DISCRIMINATION

In compliance with federal law, including the provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967 and the Americans with Disabilities Act of 1990, each party hereto will not discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability, or military service in its administration of its policies, including admissions policies, employment, programs or activities

X. ASSIGNMENT AND BINDING EFFECT

Neither party shall assign, subcontract, or transfer any of its rights or obligations under this Agreement to a third party without the prior written consent of the other party. If an assignment, subcontract, or transfer of rights does occur in accordance with this Agreement, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns

XI. INDEPENDENT CONTRACTOR

Each party shall be considered to be an independent party and shall not be construed to be an agent or representative of the other party, and therefore, has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents

or subcontractors, shall be entitled to compensation, workers compensation, or employee benefits of the other party by virtue of this Agreement.

XII. COUNTERPART SIGNATURE

This Agreement may be executed in one or more counterparts (facsimile transmission or otherwise), each counterpart shall be deemed an original and all of which shall constitute but one Agreement.

XIII. WRITTEN AMENDMENT/WAIVERS

This Agreement cannot be amended, modified, supplemented or rescinded except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be valid unless such waiver is in writing signed by the parties hereto

XIV. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed in all respects by, and be construed in accordance with, the laws of the State of Tennessee. Each party hereby consents to the jurisdiction of all state and federal courts sitting in Davidson County, Tennessee, agrees that venue for any such action shall lie exclusively in such courts, and agrees that such courts shall be the exclusive forum for any legal actions brought in connection with this Agreement or the relationships among the parties hereto.

XV. MEDICAL RECORDS

All medical records and case histories of patients treated by VUMC shall be kept at VUMC, and shall be the property of VUMC. Facility will be provided access to such medical records only with prior written consent of the patient and subject to Vanderbilt policies. Likewise, Vanderbilt will be provided access to such medical records only with prior written consent of the patient and subject to Facility policies.

XVI. ACCESS TO BOOKS AND RECORDS

Until the expiration of four years after the furnishing of services pursuant to this Agreement, the parties shall upon written request, make available to the Secretary of Health and Human Services or the Comptroller General or their duly authorized representative the contract, books, documents, and records necessary to verify the nature and extent of the cost of such services. If either party carries out any of its obligations under this Agreement by means of a subcontract with a value of $10,000 or more, that party agrees to include this requirement in any such subcontract

XVII. CONSTRUCTION OF AGREEMENT

The headings used in this Agreement have been prepared for the convenience of reference only and shall not control, affect the meaning, or be taken as an interpretation of any provisions of this Agreement. This Agreement has been prepared on the basis of mutual understanding of the parties and shall not be construed against either party by reason of such party's being the drafter hereof.

XVIII. NON-EXCLUSIVITY

Each party shall have the right to enter into similar agreements with other parties.

XIX. CONFIDENTIALITY

The parties agree to maintain as private and confidential all information which relates to or identifies a particular patient, including but not limited to the name, address, medical treatment or condition, financial status, or any other personal information which is deemed to be confidential in accordance with applicable state and federal law and standards of professional ethics and will train their employees, contractors, subcontractors, agents, and representatives to comply with such confidentiality requirements.

XX. HIPAA REQUIREMENTS

The parties acknowledge that each party is a "covered entity" as that term is defined at 45 C.F.R. Part 160.103. As such, the parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The parties agree not to use or further disclose any Protected Health Information, other than as permitted by HIPAA Requirements and the terms of this Agreement. The parties will respectively make their internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

XXI. COMPLIANCE WITH PATIENT TRANSFER REQUIREMENTS

All parties hereto agree that any patient transfers shall be in compliance with the EMTALA Regulations, and such other requirements as may be imposed by the Secretary of Health and Human Services, and any other applicable State patient transfer laws.

XXII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter herein and supersedes any other agreements, restrictions, representations, or warranties, if any, between the parties hereto with regard to the subject matter herein.

SIGNATURE PAGE FOR GENERAL PATIENT TRANSFER AGREEMENTS

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the last signature date specified below.

FOR VANDERBILT UNIVERSITY

Recommended By:

Carol Wilson — 7/16/14

~~Elizabeth Arctil~~ Carol A. Wilson
~~Director, Transition Management~~ Nursing Director Patient Flow Center
Vanderbilt University Hospital

Date

Pam Jones — 6-5-2014

Pam Jones
Associate Hospital Director
Vanderbilt University Hospital

Date

[signature] — 6-9-14

Mitchell C. Edgeworth
Chief Operating Officer
Vanderbilt University Hospital

Date

Approved By:

[signature]

C. Wright Pinson, M.B.A., M.D.
Deputy Vice Chancellor for Health Affairs
Senior Associate Dean for Clinical Affairs
CEO of the Vanderbilt Health System

Date

Reviewed for Signature
Contracts Mgmt
[signature]
Contract Analyst

FOR TRISTAR SUMMIT MEDICAL CENTER

[signature] — 5/1/14

Date

Date

APPENDIX I

Transfers will be evaluated upon the following medical criteria:

A. Transfer of a burn patient may be requested by the FACILITY when the extent of the burn patient's injuries or the number of burn patients exceed FACILITY'S capabilities in accordance with the following:

1. Full thickness burn exceeding 10% TBSA.
2. Partial thickness burn exceeding 20% TBSA.
3. Serious burns of hands, face, feet, genitalia, or perineal region.
4. Inhalation injury with respiratory compromise.
5. High voltage electrical burns.
6. Chemical burns.
7. Burns associated with extremes of age or serious pre-existing medical illnesses.
8. Pediatric patients with a burn injury. If patient is intubated, patient will be transferred to Pediatric Intensive Care Unit after being accepted by Pediatric Intensive Care Unit attending service.

B. FACILITY shall be responsible for preparation of patient for transfer including performing the following therapeutic interventions as ordered by the transferring physician prior to the transfer:

1. Establishment and maintenance of a secure airway and satisfactory ventilation with continuous monitoring during transport.
2. Resuscitation and Early Care may include:
   a. Establishment of large bore intravenous catheters.
   b. Fluid resuscitation with Lactated Ringer's to maintain a urine output greater than 2cc/Kg/hr for patient weighing less than 60 kilograms or 30cc's for an adult.
   c. Calculation and estimation of fluid needs with the following formula: (2-4cc's) multiplied by %TBSA burn multiplied by patient weight in kilograms for the first 24 hours.
   d. Half of the calculated fluid to be given with the first eight hours post burn, the second half to be given over the next 16 hours.
   e. Insertion of a Foley catheter.
   f. Insertion of a nasogastric tube.
   g. Administration of small amounts of intravenous narcotics as needed for pain.
   h. Adequate lavage and irrigation of chemical burns.
   I. Ongoing examination of peripheral pulses in circumferentially burned extremities.
   j. Escharotomy is to be considered in the presence of circumferential burns when vascular compromise is evident. In the absence of a trained surgeon, the referral facility should communicate with the burn fellow or attending physician prior to performing an escharotomy.
   k. Burn wounds are to be managed by wrapping in clean, dry sheets.

C. Patients will not routinely receive antibiotics prior to transfer, but tetanus immunization status will be ascertained by patient's attending physician, and prophylaxis administered and documented by transferring facility.

D. Every effort will be made to transport burn patients as soon as possible. However, patients who are hemodynamically unstable may require a period of up to 48 hours of stabilization.

PATIENT TRANSFER AGREEMENT
BETWEEN
VANDERBILT UNIVERSITY
AND
TRISTAR SUMMIT MEDICAL CENTER

In consideration of the needs of the patients of the area served by both the institutions herein named, this Agreement is entered into by and between Vanderbilt University, a Tennessee not-for-profit corporation acting by and through its Vanderbilt University Hospital (hereinafter referred to as "Vanderbilt"), and, TriStar Summit Medical Center (hereinafter referred to as "Facility") (both Vanderbilt and Facility will also be referred to collectively as "Institutions" or individually, an "Institution").

WITNESSETH:

WHEREAS, each Institution owns and operates an acute care hospital providing health care services for residents of the area served by such Institution; and,

WHEREAS, both Institutions desire to assure continuity of care and treatment appropriate to the needs of patients and to use the skills and resources of both institutions in a coordinated and cooperative fashion; and

WHEREAS, the parties share a common desire to benefit the communities they serve by assuring the provision of medical care within the communities for those needs that can be met locally and for facilitating access to specialized care when deemed necessary;

WHEREAS, Facility desires to enter to a transfer agreement with Vanderbilt for the continuation of care of certain patients in the event that it is deemed that those Facility patients are in need of the specialized capabilities provided at Vanderbilt

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

I. TERMS AND CONDITIONS:

A. Patient Transfer from Facility to Vanderbilt.

1. Vanderbilt will provide treatment and hospitalization, when and if Vanderbilt has sufficient capacity and capabilities as required by law, for patients of Facility on an as-needed basis when requested by Facility. Facility will refer patients to Vanderbilt only when the patients need treatment, care or tests that are not available at Facility and are available at Vanderbilt.

2. For patients being transferred to Vanderbilt for treatment associated with (burns, trauma) Facility will also adhere to the specific criteria listed in Appendix I, attached hereto and made a part hereof by this reference.

B. **Patient Transfer to Vanderbilt from Facility.**

1. When a patient has been transferred to Vanderbilt from Facility and is admitted and stabilized, but no longer requires specialized services or treatment only available at Vanderbilt, Facility 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 Facility referring physician does not accept the patient, the Facility'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 Facility.

C. **Mutual Obligations.**

1. A patient may only be admitted at a receiving Institution after an attending physician at the receiving Institution accepts the patient's admission after speaking with a transferring Institution physician. If the receiving Institution's attending physician has approved and agreed to the admission of the transfer patient (i) after concluding that all conditions of eligibility are met; (ii) subject to availability of appropriate personnel, space and facilities at the receiving Institution; and (iii) to the extent permitted by law if financial arrangements have been made, then the receiving Institution agrees to facilitate prompt admission of the patient. The parties hereto agree to conduct any patient transfers in compliance with state and federal law, including 42 U.S.C. § 1395dd et seq. and any amendments thereto ("EMTALA regulations") and, as applicable, all requirements set forth in 42 C.F.R. § 483 regarding discharge, transfer, and re-admission of nursing home patients, and such other requirements as may be imposed by the Secretary of Health and Human Services and federal or state law.

2. The transferring Institution shall provide, or arrange for the provision of, transportation for a patient for the purpose of his or her transfer to and from the receiving Institution under this Agreement. The appropriate method of transportation is dependent upon patient's condition and such transportation (ground, fixed wing or rotary wing) will be determined after consultation between the transferring and receiving physicians.

3. If the admitting physician or transferring physician should deem it medically necessary for the patient to be accompanied by personnel and/or equipment during the transfer, the transferring Institution shall provide or arrange for, at its cost and expense, the appropriate personnel and/or equipment for the transfer.

4. The transferring Institution agrees to send with each patient at the time of transfer, or, in case of emergency, as promptly as possible after the transfer, pertinent medical and other information necessary to continue the patient's treatment without interruption, together with essential identifying and administrative information.

5. The receiving Institution shall assume responsibility for patient care at the time it takes physical custody of the patient and shall remain responsible for patient care only during the time that the receiving Institution has such physical custody of the patient.

II. BILLING AND PAYMENT

A. It is agreed that the services rendered by the receiving Institution or the receiving Institution's physicians shall be charged to the patient, the patient's Managed Care Organization ("MCO"), or other third party payor. The transferring Institution shall not be held responsible for payment of services rendered to a patient by the receiving Institution or the receiving Institution's physicians and the receiving Institution and the receiving Institution's physicians shall not be held responsible for payment of services rendered to a patient by the transferring Institution.

B. The transferring Institution will provide the receiving Institution with all information necessary to enable the receiving Institution to bill the patient, his or her MCO, or other third party payor for all patient care services rendered by the receiving Institution prior to patient's transfer.

III. TERM AND TERMINATION

A. This Agreement shall be effective from May 1, 2013 and continue until amended, modified, or terminated. This Agreement shall be reviewed on a periodic basis and at that time, both parties will evaluate the program and policies, discuss any related problems, and make necessary revisions. Neither party shall be bound by this Agreement until it is signed by the appropriate officials as indicated on the signature page of this Agreement.

B. Notwithstanding any other terms and conditions hereunder, this Agreement may be terminated without cause by either party by written notification to the other party at least thirty (30) days prior to the desired effective date of termination.

C. In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceedings under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then, at the option of either party, this Agreement may be terminated immediately by either party and be of no further force and effect.

D. In the event that either party sells all or substantially all of its assets, there is a sale of a majority ownership of either party, or there occurs a material change in the management or ownership of either party, this Agreement may be terminated by either party and be of no further force and effect.

E. Each party warrants that it is duly licensed under the laws of its state and agrees to abide by applicable state and/or federal laws and regulations governing the licensure and operation of its facility. Each party further agrees to give prompt notice in writing to the other party in the event of institution of proceedings for suspension or revocation of its license, and to notify the other party in the event of any suspension or revocation of its license within twenty-four (24) hours of its occurrence. This Agreement will immediately terminate upon the revocation or suspension of licensure of either party. Further, either party, at its sole discretion, may terminate this Agreement in the event the other party is given notice of the institution of proceedings to suspend or revoke its licensure.

IV. INDEMNIFICATION

Each party shall indemnify and hold harmless the other party, its trustees, officers, agents and employees, from any judgments, damages, costs and expenses, including reasonable attorney's fees, from any claim, action or proceeding to the extent arising out of its own negligent acts or omissions in the performance of this Agreement. Indemnitor's obligations as set forth in the preceding sentence are conditioned upon (i) Indemnitee promptly notifying Indemnitor of any claim, demand or action, or any incident of which Indemnitee has actual or constructive knowledge, which may reasonably result in a claim, demand or action, and for which Indemnitee will look to Indemnitor for indemnification under this Section, (ii) Indemnitee, its directors, officers, agents, and employees, cooperating fully with Indemnitor in Indemnitor's investigation and review of any such claim, action or incident, and (iii) Indemnitee not entering into any admissions, agreements or settlements which may affect the rights of Indemnitee or Indemnitor without the prior written consent and approval of Indemnitor. Indemnitor reserves the right, in its sole discretion, to assume the defense of Indemnitee in any such claim, action or proceeding.

V. INSURANCE

A. Each party shall procure and maintain for the term of this Agreement comprehensive general liability insurance, including broad form contractual, in a minimum amount of $1,000,000/$3,000,000. Such coverage shall act as primary insurance and no coverage of the other party shall be called upon to contribute to a loss.

B. Each party shall procure and maintain for the term of this Agreement professional liability insurance, in a minimum amount of $1,000,000/$3,000,000 in coverage for all of its personnel who may participate in this Agreement. Such coverage shall be for a minimum of five (5) years following expiration or termination of this Agreement and shall provide for a retroactive date no later than the inception date of this Agreement

C. Each party shall procure and maintain during the term of this Agreement, workers' compensation and employer liability insurance or a self-insurance program covering all of its employees who are engaged in any work under this Agreement

D. The parties shall provide each other with Certificates of Insurance evidencing the above coverage.

E. It is agreed that Vanderbilt may chose to provide the coverage stated above through a Program of self insurance

VI. NOTIFICATION OF CLAIMS

The parties agree to notify each other as soon as possible in writing of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Further, the notified party shall have the right to investigate said incident or occurrence and the notifying party will cooperate fully in this investigation

VII. NOTICES

All notices or other communication provided for in this Agreement shall be given to the parties addressed as follows:

FACILITY: Jeffrey T. Whitehorn, CEO
TriStar Summit Medical Center
5655 Frist Boulevard
Hermitage, TN 37076

VANDERBILT: Carol Wilson
Nursing Director, Patient Flow Center
1211 Medical Center North
VUH, Suite B-142
Nashville, TN 37232

with a copy to: Office of Grants & Contracts Management
Vanderbilt University Medical Center
3319 West End Avenue, Suite 100
Nashville, TN 37203-6869

VIII. MEDIA

The parties agree they will not use each other party's name or programs in any advertising, promotional material, press release, publication, public announcement, or through other media, written or oral, whether to the press, to holders of publicly owned stock without the prior written consent of the party whose name is to be used

IX. DISCRIMINATION

In compliance with federal law, including the provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967 and the Americans with Disabilities Act of 1990, each party hereto will not discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability, or military service in its administration of its policies, including admissions policies, employment, programs or activities

X. ASSIGNMENT AND BINDING EFFECT

Neither party shall assign, subcontract, or transfer any of its rights or obligations under this Agreement to a third party without the prior written consent of the other party. If an assignment, subcontract, or transfer of rights does occur in accordance with this Agreement, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns

XI. INDEPENDENT CONTRACTOR

Each party shall be considered to be an independent party and shall not be construed to be an agent or representative of the other party, and therefore, has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents

or subcontractors, shall be entitled to compensation, workers compensation, or employee benefits of the other party by virtue of this Agreement.

XII. COUNTERPART SIGNATURE

This Agreement may be executed in one or more counterparts (facsimile transmission or otherwise), each counterpart shall be deemed an original and all of which shall constitute but one Agreement.

XIII. WRITTEN AMENDMENT/WAIVERS

This Agreement cannot be amended, modified, supplemented or rescinded except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be valid unless such waiver is in writing signed by the parties hereto

XIV. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed in all respects by, and be construed in accordance with, the laws of the State of Tennessee. Each party hereby consents to the jurisdiction of all state and federal courts sitting in Davidson County, Tennessee, agrees that venue for any such action shall lie exclusively in such courts, and agrees that such courts shall be the exclusive forum for any legal actions brought in connection with this Agreement or the relationships among the parties hereto.

XV. MEDICAL RECORDS

All medical records and case histories of patients treated by VUMC shall be kept at VUMC, and shall be the property of VUMC. Facility will be provided access to such medical records only with prior written consent of the patient and subject to Vanderbilt policies. Likewise, Vanderbilt will be provided access to such medical records only with prior written consent of the patient and subject to Facility policies.

XVI. ACCESS TO BOOKS AND RECORDS

Until the expiration of four years after the furnishing of services pursuant to this Agreement, the parties shall upon written request, make available to the Secretary of Health and Human Services or the Comptroller General or their duly authorized representative the contract, books, documents, and records necessary to verify the nature and extent of the cost of such services. If either party carries out any of its obligations under this Agreement by means of a subcontract with a value of $10,000 or more, that party agrees to include this requirement in any such subcontract

XVII. CONSTRUCTION OF AGREEMENT

The headings used in this Agreement have been prepared for the convenience of reference only and shall not control, affect the meaning, or be taken as an interpretation of any provisions of this Agreement. This Agreement has been prepared on the basis of mutual understanding of the parties and shall not be construed against either party by reason of such party's being the drafter hereof.

XVIII. NON-EXCLUSIVITY

Each party shall have the right to enter into similar agreements with other parties.

XIX. CONFIDENTIALITY

The parties agree to maintain as private and confidential all information which relates to or identifies a particular patient, including but not limited to the name, address, medical treatment or condition, financial status, or any other personal information which is deemed to be confidential in accordance with applicable state and federal law and standards of professional ethics and will train their employees, contractors, subcontractors, agents, and representatives to comply with such confidentiality requirements.

XX. HIPAA REQUIREMENTS

The parties acknowledge that each party is a "covered entity" as that term is defined at 45 C.F.R. Part 160.103. As such, the parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The parties agree not to use or further disclose any Protected Health Information, other than as permitted by HIPAA Requirements and the terms of this Agreement. The parties will respectively make their internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

XXI. COMPLIANCE WITH PATIENT TRANSFER REQUIREMENTS

All parties hereto agree that any patient transfers shall be in compliance with the EMTALA Regulations, and such other requirements as may be imposed by the Secretary of Health and Human Services, and any other applicable State patient transfer laws.

XXII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter herein and supersedes any other agreements, restrictions, representations, or warranties, if any, between the parties hereto with regard to the subject matter herein.

SIGNATURE PAGE FOR GENERAL PATIENT TRANSFER AGREEMENTS

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the last signature date specified below.

FOR VANDERBILT UNIVERSITY

Recommended By:

Carol Wilson — 7/16/14

~~Elizabeth Anctil~~ Carol A. Wilson
~~Director, Transition Management~~ Nursing Director Patient Flow Center
Vanderbilt University Hospital — Date

Pam Jones — 6-5-2014

Pam Jones
Associate Hospital Director
Vanderbilt University Hospital — Date

6.9.14

Mitchell C. Edgeworth
Chief Operating Officer
Vanderbilt University Hospital — Date

Approved By:

C. Wright Pinson, M.B.A., M.D.
Deputy Vice Chancellor for Health Affairs
Senior Associate Dean for Clinical Affairs
CEO of the Vanderbilt Health System — Date

Reviewed for Signature
Contracts Mgmt
Contract Analyst

FOR TRISTAR SUMMIT MEDICAL CENTER

5/6/14

Date

Date

APPENDIX I

Transfers will be evaluated upon the following medical criteria:

A. Transfer of a burn patient may be requested by the FACILITY when the extent of the burn patient's injuries or the number of burn patients exceed FACILITY'S capabilities in accordance with the following:

1. Full thickness burn exceeding 10% TBSA.
2. Partial thickness burn exceeding 20% TBSA.
3. Serious burns of hands, face, feet, genitalia, or perineal region.
4. Inhalation injury with respiratory compromise.
5. High voltage electrical burns.
6. Chemical burns.
7. Burns associated with extremes of age or serious pre-existing medical illnesses.
8. Pediatric patients with a burn injury. If patient is intubated, patient will be transferred to Pediatric Intensive Care Unit after being accepted by Pediatric Intensive Care Unit attending service.

B. FACILITY shall be responsible for preparation of patient for transfer including performing the following therapeutic interventions as ordered by the transferring physician prior to the transfer:

1. Establishment and maintenance of a secure airway and satisfactory ventilation with continuous monitoring during transport.
2. Resuscitation and Early Care may include:
   a. Establishment of large bore intravenous catheters.
   b. Fluid resuscitation with Lactated Ringer's to maintain a urine output greater than 2cc/Kg/hr for patient weighing less than 60 kilograms or 30cc's for an adult.
   c. Calculation and estimation of fluid needs with the following formula: (2-4cc's) multiplied by %TBSA burn multiplied by patient weight in kilograms for the first 24 hours.
   d. Half of the calculated fluid to be given with the first eight hours post burn, the second half to be given over the next 16 hours.
   e. Insertion of a Foley catheter.
   f. Insertion of a nasogastric tube.
   g. Administration of small amounts of intravenous narcotics as needed for pain.
   h. Adequate lavage and irrigation of chemical burns.
   I. Ongoing examination of peripheral pulses in circumferentially burned extremities.
   j. Escharotomy is to be considered in the presence of circumferential burns when vascular compromise is evident. In the absence of a trained surgeon, the referral facility should communicate with the burn fellow or attending physician prior to performing an escharotomy.
   k. Burn wounds are to be managed by wrapping in clean, dry sheets.

C. Patients will not routinely receive antibiotics prior to transfer, but tetanus immunization status will be ascertained by patient's attending physician, and prophylaxis administered and documented by transferring facility.

D. Every effort will be made to transport burn patients as soon as possible. However, patients who are hemodynamically unstable may require a period of up to 48 hours of stabilization.

VANDERBILT UNIVERSITY MEDICAL CENTER

NOTICE OF ASSIGNMENT

May 4, 2016

SUMMIT MEDICAL CENTER
Jeffrey T. Whitehorn, CEO TriStar Summit Medical Center 5655 Frist Boulevard Hermitage, TN 37076

RE: Assignment to Vanderbilt University Medical Center -- VUMC32719, SUMMIT MEDICAL CENTER: PATIENT TRANSFER (the "Agreement")

Project Title: Patient Transfer Agreement

Dear Ladies and Gentlemen:

I am pleased to inform you that Vanderbilt University ("VU") has completed a restructuring arrangement pursuant to which VU has sold its clinical health care assets and business to Vanderbilt University Medical Center ("VUMC"), effective as of April 30, 2016. As a result of this restructuring, VUMC has separated from VU and is a 501(c)(3) non-profit corporation independent from VU.

In connection with this restructuring, VU has assigned all of its rights, title and interest in the Agreement to VUMC effective as of April 30, 2016, and VUMC has agreed to assume all of VU's obligations under the Agreement from and after such date. As a result of the assignment, from now on, VUMC is substituted for VU under the Agreement and you should look to and contact VUMC on all matters relating to the Agreement.

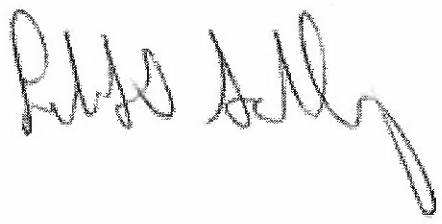
Although VUMC has been separated from VU, we are not expecting any disruption in the performance and administration of the Agreement as a result of the restructuring and the assignment of the Agreement. However, please update your records to reflect the change in account name from VU to VUMC and the following EIN and DUNS numbers of VUMC:

EIN: 35-2528741

DUNS: 079917897

Payments, invoices, and notices or other correspondence regarding the Agreement should be sent to VUMC at the addresses previously used for VU in the Agreement.

Thank you for being a valued partner. Please feel free to contact Ann Simon (ann.o.simon@vanderbilt.edu) if you have any questions regarding this letter. This letter constitutes notice to you of the completion of the restructuring and the assignment of the Agreement.



Libby Salberg, Director
Office of Contracts Management
Vanderbilt University Medical Center
(615) 322-2281
research.contracts@vanderbilt.edu

VANDERBILT UNIVERSITY MEDICAL CENTER

November 20, 2015

Summit Medical Center
5655 Frist Boulevard
Hermitage, TN 37076

Re: Consent to Assignment (32719, SUMMIT MEDICAL CENTER: PATIENT TRANSFER)

Dear Ladies and Gentlemen:

Reference is made to the Patient Transfer Agreement, dated May 1, 2013 (the "Agreement"). Capitalized terms used herein but not otherwise defined herein have the meanings set forth in the Agreement.

VU intends to effect a restructuring arrangement (the "Restructuring") pursuant to which Vanderbilt University Medical Center, a Tennessee non-profit corporation ("VUMC"), will acquire and succeed to the clinical health care assets and businesses currently owned by VU. No significant changes are expected to the day-to-day business and operations of the medical center.

In connection with the Restructuring, VU desires to assign the Agreement to VUMC effective upon the closing of the Restructuring (the "Effective Date"). The closing of the Restructuring is currently expected to occur closer to the beginning of 2016, but the closing is contingent upon finalizing all necessary legal, operational and other steps necessary to consummate the transaction, including receipt of all required regulatory approvals.

Accordingly, VU hereby requests your consent (a) to the assignment of the Agreement to VUMC effective as of the Effective Date and (b) to the disclosure of confidential information between VUMC and VU subject to each party's compliance with the applicable confidentiality provisions of the Agreement.

Please evidence your consent by countersigning this letter where indicated below and returning the countersigned letter to VU by scanned email/pdf to Ann Simon at ann.o.simon@vanderbilt.edu. Promptly after the Effective Date, VU will confirm the date of the Effective Date and that the assignment has occurred. Effective upon such assignment, the Agreement will remain in full force and effect as an obligation of VUMC, with VU having no further obligations thereunder from and after the Effective Date. This letter constitutes a legally binding agreement of VU and Counterparty and, to the extent necessary to effect the purpose of this letter, constitutes an amendment to the Agreement.

In the event you have any questions, please do not hesitate to contact Ann Simon at the email address above.

The undersigned hereby consents to the foregoing assignment on the terms set forth above.

SUMMIT MEDICAL CENTER

By: _____

Name: Deggieu T. Whitehorn

Title: CEO

Date: 12/8/15

Vanderbilt University

Libby Salberg
Director, Office of Contracts Management
3319 West End Avenue, Suite 100
Nashville, TN 37203-6869

TENNESSEE EMERGENCY MEDICAL SERVICES FOR CHILDREN
INTERFACILITY PEDIATRIC TRANSFER AGREEMENT
BETWEEN
VANDERBILT UNIVERSITY
AND
SUMMIT MEDICAL CENTER

In consideration of the needs of the patients of the area served by both the institutions herein named, this Agreement is effective February 1, 2014 and entered into by and between Vanderbilt University, a Tennessee not-for-profit corporation acting by and through its Monroe Carell Jr. Children's Hospital at Vanderbilt (hereinafter referred to as "VANDERBILT"), and Summit Medical Center, (hereinafter referred to as "FACILITY").

WITNESSETH:

WHEREAS, VANDERBILT is a Comprehensive Regional Pediatric Center ("CRPC") serving residents of the area served by VANDERBILT and FACILITY; and

WHEREAS, FACILITY may require the services of VANDERBILT for health care needs of critically ill and/or injured pediatric patients served by FACILITY;

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

I. TERMS AND CONDITIONS:

A. VANDERBILT will provide treatment and hospitalization within its capabilities for critically ill and/or injured pediatric patients of FACILITY on an as-needed basis when requested by FACILITY.

B. FACILITY will transfer pediatric patients only when the patients need specialized treatment, care or tests that are not available at FACILITY, but are available at VANDERBILT. Prior to transfer, FACILITY will provide necessary stabilizing treatment within its capabilities in order to treat a patient's emergency medical condition, if applicable.

C. A pediatric patient may only be transferred to VANDERBILT after a VANDERBILT attending physician accepts the patient's transfer after speaking with a FACILITY physician. If VANDERBILT's attending physician has approved and agreed to the transfer of the pediatric patient after concluding that all conditions of eligibility are met, and subject to availability of appropriate personnel, space and facilities at VANDERBILT, VANDERBILT agrees to facilitate prompt admission of the pediatric patient. The parties hereto agree to conduct any patient transfers in compliance with state and federal law, including 42 U.S.C. 1395dd *et seq.* and any amendments and regulations promulgated thereto ("EMTALA"), and such other requirements as may be imposed by the Secretary of Health and Human Services and state law (collectively, "Applicable Law").

D. FACILITY shall provide or arrange appropriate transportation for a pediatric patient for the purpose of his or her transfer from one institution to the other under this Agreement. The appropriate method of transportation is dependent upon the pediatric patient's condition, and

such transportation (e.g., ground, fixed wing or rotary wing) will be determined after consultation between the transferring and receiving physicians.

E. FACILITY has the responsibility for explaining the risks and benefits of transfer to, and obtaining consent for transfer from, the parents or legal guardian of the patient.

F. If the admitting physician or transferring physician should deem it medically necessary for the pediatric patient to be accompanied by personnel and/or equipment during the transfer, FACILITY shall provide or arrange for, at no cost or expense to VANDERBILT, the appropriate personnel and/or equipment for the transfer.

G. FACILITY agrees to send with each pediatric patient at the time of transfer pertinent medical and other information necessary to continue the pediatric patient's treatment without interruption, together with essential identifying and administrative information. If any such records are not available at the time of transfer, FACILITY shall send them to VANDERBILT as soon as practicable thereafter.

H. VANDERBILT shall assume responsibility for patient care at the time it takes physical custody of the pediatric patient, and shall remain responsible for patient care only during the time that VANDERBILT has such physical custody of the pediatric patient.

I. VANDERBILT shall not assume responsibility (legal, medical, or otherwise) for the patient until it has assumed physical control of the patient.

J. If FACILITY is an inpatient facility, then it is agreed by VANDERBILT and FACILITY as follows: When a patient has been transferred to VANDERBILT from FACILITY and it is determined by the VANDERBILT attending physician that the patient has been stabilized and no longer has an emergency medical condition, requires emergency treatment, or needs additional specialty services provided at VANDERBILT, but the patient does require further hospitalization, FACILITY agrees to readmit that patient for appropriate hospitalization within 24-48 hours of such determination. In the event FACILITY's referring physician does not accept the patient, FACILITY's Chief of Medical Staff or other authorized representative of FACILITY shall facilitate identification of an appropriate accepting physician and transfer of the patient back to FACILITY.

K. FACILITY shall cooperate in providing information and data requested by VANDERBILT to facilitate compliance with CRPC reporting requirements.

L. FACILITY shall arrange for the transfer of the pediatric patient's personal belongings in connection with the transfer of the pediatric patient.

M. FACILITY shall provide the parents or legal guardian with driving directions to VANDERBILT and information regarding VANDERBILT and its services.

II. BILLING AND PAYMENT

A. It is agreed that the services rendered by VANDERBILT or the VANDERBILT physicians shall be charged to the patient, the patient's insurance carrier or other third party payor, and any payments made on such claims shall be the property of VANDERBILT or the

VANDERBILT physicians. FACILITY shall not be held responsible for payment of services rendered to a patient by VANDERBILT or the VANDERBILT physicians. VANDERBILT and the VANDERBILT physicians shall not be held responsible for payment of services rendered to a patient by FACILITY.

B. After the pediatric patient is accepted by VANDERBILT, FACILITY will provide VANDERBILT with all financial information necessary to enable VANDERBILT to bill patient, patient's insurer, managed care organization ("MCO"), or other third party payor, prior to patient's transfer from FACILITY to VANDERBILT whenever possible. In no event shall this provision be interpreted to allow FACILITY or VANDERBILT to delay screening of, or stabilizing treatment for, an emergency medical condition in order to inquire about the patient's method of payment or insurance status.

C. When a pediatric patient is accepted by VANDERBILT, FACILITY will assist VANDERBILT in obtaining any necessary authorizations or pre-certifications from the pediatric patient's insurer, MCO or other third party payor in regard to the patient's transfer to VANDERBILT.

III. TERM AND TERMINATION

A. This Agreement shall be effective from the date listed above and continue until it is terminated in accordance with the provisions herein. This Agreement shall be reviewed on a periodic basis and at that time, both parties will evaluate the program and policies, discuss any related problems, and make necessary revisions. Neither party shall be bound by this Agreement until it is signed by the appropriate officials as indicated on the signature page of this Agreement.

B. Notwithstanding any other terms and conditions hereunder, this Agreement may be terminated without cause by either party by written notification to the other party at least thirty (30) days prior to the desired effective date of termination.

C. In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceedings under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then, at the option of either party, this Agreement may be terminated immediately by either party and be of no further force and effect.

D. In the event that either party sells all or substantially all of its assets, there is a sale of a majority ownership of either party, or there occurs a material change in the management or ownership of either party, this Agreement may be terminated by either party and be of no further force and effect.

E. Each party warrants it is duly licensed under the laws of its state and agrees to abide by applicable state and/or federal laws and regulations governing the licensure and operation of its facility. Each party further agrees to give prompt notice in writing to the other party in the event of institution of proceedings for suspension or revocation of its license, and to notify the other party in the event of any suspension or revocation of its license within twenty-four (24) hours of its occurrence. This Agreement will immediately terminate upon the revocation or

suspension of licensure of either party. Further, either party, at its sole discretion, may terminate this Agreement in the event the other party is given notice of the institution of proceedings to suspend or revoke its licensure or to exclude it from participation in a federal health care program.

IV. INDEMNIFICATION

Each party shall indemnify and hold harmless the other party, its trustees, officers, agents and employees, from any judgments, damages, costs and expenses, including reasonable attorney's fees, from any claim, action or proceeding to the extent arising out of its own negligent acts or omissions in the performance of this Agreement. Indemnitor's obligations as set forth in the preceding sentence are conditioned upon (i) Indemnitee promptly notifying Indemnitor of any claim, demand or action, or any incident of which Indemnitee has actual or constructive knowledge, which may reasonably result in a claim, demand or action, and for which Indemnitee will look to Indemnitor for indemnification under this Section, (ii) Indemnitee, its directors, officers, agents, and employees, cooperating fully with Indemnitor in Indemnitor's investigation and review of any such claim, action or incident, and (iii) Indemnitee not entering into any admissions, agreements or settlements which may affect the rights of Indemnitee or Indemnitor without the prior written consent and approval of Indemnitor. Indemnitor reserves the right, in its sole discretion, to assume the defense of Indemnitee in any such claim, action or proceeding.

V. INSURANCE

A. Each party shall procure and maintain for the term of this Agreement comprehensive general liability insurance, including broad form contractual, in a minimum amount of $2,000,000/$4,000,000. Such coverage shall act as primary insurance and no coverage of the other party shall be called upon to contribute to a loss.

B. Each party shall procure and maintain for the term of this Agreement professional liability insurance, in a minimum amount of $2,000,000/$4,000,000 in coverage for all of its personnel who may participate in this Agreement. Such coverage shall be for a minimum of five (5) years following expiration or termination of this Agreement and shall provide for a retroactive date no later than the inception date of this Agreement.

C. Each party shall procure and maintain, during the term of this Agreement, workers' compensation and employer liability insurance or a self-insurance program covering all of its employees who are engaged in any work under this Agreement.

D. The parties shall provide each other with Certificates of Insurance evidencing the above coverage upon request.

E. It is agreed that VANDERBILT may choose to provide the coverage stated above through a program of self-insurance.

VI. CONFIDENTIALITY

The parties agree to maintain all information which relates to or identifies a particular patient, including but not limited to the name, address, medical treatment or condition, financial status, or any other personal information which is deemed to be confidential in accordance with applicable state and

federal law and standards of professional ethics and to train their employees, contractors, subcontractors, agents, and representatives to comply with such confidentiality requirements.

VII. NOTIFICATION OF CLAIMS

The parties agree to notify each other as soon as possible in writing of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Further, the notified party shall have the right to investigate said incident or occurrence and the notifying party will cooperate fully in this investigation.

VIII. NOTICES

All notices or other communication provided for in this Agreement shall be given to the parties addressed as follows:

FACILITY: _____
_____
_____
_____

VANDERBILT: CEO, Monroe Carell Jr. Children's Hospital at Vanderbilt
2200 Children's Way
Suite 2410
Nashville, TN 37232-9900

with a copy to: Office of Contracts Management
3319 Crystal Terrace, Suite 100
Vanderbilt University
Nashville, TN 37203-6869

IX. MEDIA

Each party agrees it will not use the other party's name, marks, or logos in any advertising, promotional material, press release, publication, public announcement, or through other media, written or oral, without the prior written consent of the other party.

X. MEDICAL RECORDS

All medical records and case histories of patients treated by VANDERBILT shall be kept at VANDERBILT, and shall be the property of VANDERBILT. FACILITY will be provided access to such medical records only with prior written consent of the patient and subject to VANDERBILT policies and Section XXII of this Agreement.

XI. DISCRIMINATION

The parties agree that they will comply with all applicable federal and state anti-discrimination statutes and regulations. Without limiting the generality of the foregoing, the parties agree not to discriminate against any patient based on financial status or payor source.

XII. ASSIGNMENT AND BINDING EFFECT

Neither party shall assign, subcontract, or transfer any of its rights or obligations under this Agreement to a third party without the prior written consent of the other party. If an assignment, subcontract, or transfer of rights does occur in accordance with this Agreement, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

XIII. INDEPENDENT CONTRACTOR

Each party shall be considered to be an independent party and shall not be construed to be an agent or representative of the other party, and therefore, has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents or subcontractors, shall be entitled to compensation, workers compensation, or employee benefits of the other party by virtue of this Agreement.

XIV. COUNTERPART SIGNATURE

This Agreement may be executed in one or more counterparts (facsimile transmission or otherwise), each of which shall be deemed an original and all of which shall constitute but one Agreement.

XV. WRITTEN AMENDMENT/WAIVERS

This Agreement cannot be amended, modified, supplemented or rescinded except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be valid unless such waiver is in writing signed by the parties hereto.

XVI. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed in all respects by, and be construed in accordance with, the laws of the State of Tennessee. Each party hereby (i) consents to the jurisdiction of all state and federal courts sitting in Davidson County, Tennessee, (ii) agrees that venue for any such action shall lie exclusively in such courts, and (iii) agrees that such courts shall be the exclusive forum for any legal actions brought in connection with this Agreement or the relationships among the parties hereto.

XVII. ACCESS TO BOOKS AND RECORDS

To the extent applicable, until the expiration of four years after the furnishing of services pursuant to this Agreement, the parties shall upon written request, make available to the Secretary of Health and Human Services or the Comptroller General or their duly authorized representative the contract, books, documents, and records necessary to verify the nature and extent of the cost of such services. If either party carries out any of its obligations under this Agreement by means of a subcontract with a value of $10,000 or more, that party agrees to include this requirement in any such subcontract.

XVIII. CONSTRUCTION OF AGREEMENT

The headings used in this Agreement have been prepared for the convenience of reference only and shall not control, affect the meaning, or be taken as an interpretation of any provisions of this

Agreement. This Agreement has been prepared on the basis of mutual understanding of the parties and shall not be construed against either party by reason of such party's being the drafter hereof.

XIX. NON-EXCLUSIVITY

Each party shall have the right to enter into similar agreements with other parties.

XX. COMPLIANCE WITH PATIENT TRANSFER REQUIREMENTS

All parties hereto agree that any patient transfers shall be in compliance with Applicable Law. In the event of an inconsistency between the provisions of this Agreement and any mandatory provision of Applicable Law, the Applicable Law shall control. Where provisions of this Agreement are different than those in Applicable Law but are nonetheless permitted by Applicable Law, the provisions of this Agreement shall control.

XXI. PATIENT REFERRALS

The parties agree that any benefits to either party hereunder do not require, are not payment for, and are not in any way contingent upon the admission, referral, or other arrangement for the provision of any item or service reimbursed under Medicare or Medicaid/TennCare.

XXII. HIPAA REQUIREMENTS

The parties acknowledge that each party is a "covered entity" as that term is defined at 45 C.F.R. § 160.103. As such, the parties agree to comply with applicable requirements of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d et seq. ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), as each may be amended from time to time, and any current and future regulations promulgated thereunder, including without limitation the federal privacy regulations contained in 45 C.F.R. Part 160 and Part 164, Subpts. A and E (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 160 and Part 164, Subpts. A and C (the "Federal Security Regulations"), the federal breach notification rules contained in 45 C.F.R. Part 160 and Part 164, Subpts. A and D, and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The parties agree not to use or further disclose any Protected Health Information, as defined in the Federal Privacy Regulations, other than as permitted by HIPAA Requirements and the terms of this Agreement, or as otherwise authorized by the patient in accordance with applicable laws.

XXIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter herein and supersedes any other agreements, restrictions, representations, or warranties, if any, between the parties hereto with regard to the subject matter herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the last signature date specified below.

FOR VANDERBILT UNIVERSITY

Recommended by:

5/18/14

Christina M. Estrada, M.D.
Director, Pediatric Emergency Medicine
Monroe Carell Jr. Children's Hospital at Vanderbilt

Date

5/20/14

Luke Gregory
Chief Executive Officer
Monroe Carell Jr. Children's Hospital at Vanderbilt

Date

Approved by:

5/23/14

C. Wright Pinson, MBA, MD
Deputy Vice Chancellor for Health Affairs
Senior Associate Dean for Clinical Affairs
CEO of the Vanderbilt Health System

Date

FOR FACILITY

5/1/14

Date

Date

VANDERBILT UNIVERSITY MEDICAL CENTER

October 13, 2015

SUMMIT MEDICAL CENTER
Summit Medical Center 5655 Frist Blvd. Hermitage, TN 37076

Re: Consent to Assignment (7597, SUMMIT MEDICAL CENTER: PEDS PATIENT TRANSFER)

Dear Ladies and Gentlemen:

Reference is made to the Pediatric Patient Transfer Agreement for critically ill and/or injured patients, dated June 9, 2000 (the "Agreement"). Capitalized terms used herein but not otherwise defined herein have the meanings set forth in the Agreement.

VU intends to effect a restructuring arrangement (the "Restructuring") pursuant to which Vanderbilt University Medical Center, a Tennessee non-profit corporation ("VUMC"), will acquire and succeed to the clinical health care assets and businesses currently owned by VU. No significant changes are expected to the day-to-day business and operations of the medical center.

In connection with the Restructuring, VU desires to assign the Agreement to VUMC effective upon the closing of the Restructuring (the "Effective Date"). The closing of the Restructuring is currently expected to occur closer to the beginning of 2016, but the closing is contingent upon finalizing all necessary legal, operational and other steps necessary to consummate the transaction, including receipt of all required regulatory approvals.

Accordingly, VU hereby requests your consent (a) to the assignment of the Agreement to VUMC effective as of the Effective Date and (b) to the disclosure of confidential information between VUMC and VU subject to each party's compliance with the applicable confidentiality provisions of the Agreement.

Please evidence your consent by countersigning this letter where indicated below and returning the countersigned letter to VU by scanned email/pdf to Ann Simon at ann.o.simon@vanderbilt.edu. Promptly after the Effective Date, VU will confirm the date of the Effective Date and that the assignment has occurred. Effective upon such assignment, the Agreement will remain in full force and effect as an obligation of VUMC, with VU having no further obligations thereunder from and after the Effective Date. This letter constitutes a legally binding agreement of VU and Counterparty and, to the extent necessary to effect the purpose of this letter, constitutes an amendment to the Agreement.

In the event you have any questions, please do not hesitate to contact Ann Simon at the email address above.

The undersigned hereby consents to the foregoing assignment on the terms set forth above.

SUMMIT MEDICAL CENTER

By: _____

Name: Jeffrey T. Whitehorn

Title: CEO

Date: 10/27/15

Vanderbilt University

Libby Salberg
Director, Office of Contracts Management
3319 West End Avenue, Suite 100
Nashville, TN 37203-6869

Attachment 1C-2

List of Non-HCA Affiliations

TriStar Summit Medical Center

Community Linkages and Affiliations

Home Health:

- All Heart Home Health
- Amedisys Home Health
- Deaconess Home Care

Skilled Nursing Facilities:

- Lebanon Center for Rehabilitation
- Life Care Center of Old Hickory Village
- The McKendree

Long-Term Acute Care Hospitals:

- Select Specialty

Hospices:

- Alive Hospice

Attachment 1C-3

Community Benefit Report



TriStar Summit

Hermitage, Tennessee

TriStar Summit Medical Center has served Davidson, Wilson and surrounding counties for 50 years with more than 35 medical specialties. Our 24/7 emergency room is a Level III Trauma Center, certified Chest Pain Center and an Advanced Thrombectomy-Capable Stroke Center with patient encounters from the Donelson, Hermitage, Lebanon and Mt. Juliet communities.

TriStar Summit Medical Center offers a full array of acute care services, including emergency care, general surgery, cardiology, obstetrics, orthopedics, intensive care, physical medicine, neurology, outpatient diagnostic services, an Ortho Spine Center and oncology. We are one of only three hospitals in Tennessee designated as a Pathway to Excellence organization by the American Nurses Credentialing Center (ANCC).



Cindy Bergmeier
Chief Executive Officer

Additional location:
TriStar Mt. Juliet ER

13,607
Patient admissions

70,610
Total annual ER visits

63,385
Outpatient visits

910
Colleagues

234
Licensed beds

Key services:

- Cardiology
- Critical care
- Emergency
- Gynecology
- Labor and delivery
- Neonatology
- Neurology
- Neurosurgery
- Obstetrics
- Oncology
- Orthopedics
- Spine care
- Surgical care
- Trauma (Level III)
- Vascular surgery
- Wound care center

All data based on 2024 annual results.

Attachment 4C-1

Clinical Training Affiliations

TriStar Summit Medical Center

Clinical Training Affiliations

Nursing:

- South College
- Galen School of Nursing
- Herzing University
- Lipscomb University
- Cumberland University
- Western Kentucky University
- American National University
- Belmont University
- Tennessee State University

Ancillary:

- Volunteer State Community College
- Austin Peay State University
- Tennessee State University
- South College
- Fortis Institute
- Nashville State Community College

Attachment 4C-2

Tennessee EMTALA Policies

Status **Active** PolicyStat ID **11682800**

Origination	01/2009
Last Approved	07/2024
Last Revised	07/2024
Next Review	07/2027
Owner	Faybria O'Neill: CNO Summit Med Ctr
Policy Area	Patient Care - Care of Patients
Applicability	TriStar Summit Medical Center

Tennessee EMTALA – Central Log Policy

COPY

This policy reflects guidance under the Emergency Medical Treatment and Labor Act (EMTALA) and associated State laws only. It does not reflect any requirements of The Joint Commission or other regulatory entities.

The definitions in the Company EMTALA Policy, LL.EM.001, apply to this and all other Company and facility EMTALA policies.

PURPOSE:

To establish guidelines for tracking the care provided to each individual seeking care in a dedicated emergency department (DED) for a medical condition or seeking care in areas on hospital property other than a DED for an emergency medical condition (EMC) as required of any hospital with an emergency department by EMTALA, 42 U.S.C. § 1395dd, and all Federal regulations and interpretive guidelines promulgated thereunder.

Policy:

The hospital will maintain a Central Log containing information on each individual who comes on the hospital campus requesting assistance or whose appearance or behavior would cause a prudent layperson observer to believe the individual needed examination or treatment, whether he or she left before a medical screening examination (MSE) could be performed, whether he or she refused treatment, whether he or she was refused treatment, or whether he or she was transferred, admitted and treated, stabilized and transferred or discharged.

The Central Log includes the patient logs from the traditional ED and, either by direct or indirect reference, patient logs from any other areas of the hospital that may be considered DEDs or where an individual may present for emergency services or receive an MSE, such as Labor and Delivery.

Procedure:

1. All hospitals must maintain the Central Log in an electronic format. An electronic template that includes all federal requirements for EMTALA is available on Meditech for each market or division to customize.
2. All ancillary logs maintained by all hospital departments, including the DEDs, labor & delivery, behavioral health, pediatric EDs, and catheterization labs, are incorporated by reference and become part of the facility's EMTALA Central Log.
3. The Central Log, including all additional logs incorporated into the Central Log by reference, shall be maintained in the same manner and with the same central core of information. The logs must contain at a minimum, the name of the individual, the date and time of arrival, the record number, and whether the individual:
    - refused treatment,
    - was refused treatment,
    - was transferred,
    - was admitted and treated,
    - was stabilized and transferred,
    - was discharged, or
    - expired.
4. A log entry for all individuals who have come to the hospital seeking medical attention or who appear to need medical attention must be made by the appropriate individual. Further, in non-DED departments of the hospital where an individual may present with an EMC, the department will provide the necessary information from the point of contact to the DED for logging purposes.
5. The Central Log of individuals who have come to the hospital seeking medical attention or who appear to need medical attention will be available within a reasonable amount of time for surveyor review and must be retained for a minimum of five years from the date of disposition of the individual.
6. Duplicate accounts created for the same patient who visits the hospital on more than one occasion must be consolidated so that only one medical record number per patient exists in the Central Log.

COPY

Approval Signatures

Step Description	Approver	Date
P&P Committee	Heather Stafford: CNO Summit Med Ctr	12/2022

Patient Care	Chad Cashion: CNO Southern Hills Med Ctr	11/2022
ECO	Taylor Young: Asst Administrator	11/2022
Owner	Melissa Stark Goodman: Dir Emergency Svcs	11/2022
Owner	Chad Cashion: Asst CNO	08/2022

Applicability

TriStar Summit Medical Center

COPY

Status **Active** PolicyStat ID **8834473**

Origination	04/2010
Last Approved	07/2024
Last Revised	07/2024
Next Review	07/2027
Owner	Faybria O'Neill: CNO Summit Med Ctr
Policy Area	Patient Care - Care of Patients
Applicability	TriStar Summit Medical Center

Tennessee EMTALA – Medical Screening Examination and Stabilization Policy

COPY

This policy reflects guidance under the Emergency Medical Treatment and Labor Act (EMTALA) and associated State laws only. It does not reflect any requirements of The Joint Commission or other regulatory entities.

The definitions in the Company EMTALA Policy, LL.EM.001, apply to this and all other Company and facility EMTALA policies.

Purpose:

To establish guidelines for providing appropriate medical screening examinations (MS") and any necessary stabilizing treatment or an appropriate transfer for the individual as required by EMTALA, 42 U.S.C. § 1395dd, and all Federal regulations and interpretive guidelines promulgated thereunder.

Policy:

An EMTALA obligation is triggered when an individual comes to a dedicated emergency department (DED) and:

1. the individual or a representative acting on the individual's behalf requests an examination or treatment for a medical condition; or
2. a prudent layperson observer would conclude from the individual's appearance or behavior that the individual needs an examination or treatment of a medical condition.

Such obligation is further extended to those individuals presenting elsewhere on hospital property requesting examination or treatment for an emergency medical condition (EMC). Further, if a prudent layperson observer would believe that the individual is experiencing an EMC, then an appropriate MSE,

within the capabilities of the hospital's DED (including ancillary services routinely available and the availability of on-call physicians), shall be performed. The MSE must be completed by an individual (i) qualified to perform such an examination to determine whether an EMC exists, or (ii) with respect to a pregnant woman having contractions, whether the woman is in labor and whether the treatment requested is explicitly for an EMC. If an EMC is determined to exist, the individual will be provided necessary stabilizing treatment, within the capacity and capability of the facility, or an appropriate transfer as defined by and required by EMTALA. Stabilization treatment shall be applied in a non-discriminatory manner (e.g., no different level of care because of age, gender, disability, race, color, ancestry, citizenship, religion, pregnancy, sexual orientation, gender identity or expression, national origin, medical condition, marital status, veteran status, payment source or ability, or any other basis prohibited by federal, state or local law).

Procedure:

1. **When an MSE is Required**

A hospital must provide an appropriate MSE within the capability of the hospital's emergency department, including ancillary services routinely available to the DED, to determine whether or not an EMC exists: (i) to any individual, including a pregnant woman having contractions, who requests such an examination; (ii) an individual who has such a request made on his or her behalf; or (iii) an individual whom a prudent layperson observer would conclude from the individual's appearance or behavior needs an MSE. An MSE shall be provided to determine whether or not the individual is experiencing an EMC or a pregnant woman is in labor. An MSE is required when:

a. The individual ***comes to a DED*** of a hospital and a request is made by the individual or on the individual's behalf for examination or treatment for a medical condition, including where:
    i. The individual requests medication to resolve or provide stabilizing treatment for a medical condition.
    ii. The individual arrives as a transfer from another hospital or health care facility. Upon arrival of a transfer, a physician or qualified medical person (QMP) must perform an appropriate MSE. The physician or QMP shall provide any additional screening and treatment required to stabilize the EMC. The MSE of the individual must be documented. This type of screening cannot be performed by the triage nurse. If an EMC is determined to exist and the hospital admits the individual as an inpatient for further treatment, the hospital's obligation under EMTALA ceases.

    Note: The MSE and other emergency services need not be provided in a location specifically identified as a DED. The hospital may use areas to deliver emergency services that are also used for other inpatient or outpatient services. MSEs or stabilization may require ancillary services available only in areas or facilities of the hospital outside of the DED.

b. The individual arrives on the ***hospital property other than a DED*** and makes a request or another makes a request on the individual's behalf for examination or treatment for an EMC.
    i. Screening where the individual presented: If an individual is initially screened in a department or location on-campus other than the DED, the individual may be moved to another hospital department or facility on-campus to receive further screening or

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stabilizing treatment without such movement being a transfer. The hospital shall not move the individual to an off-campus facility or department (such as an urgent care center or satellite clinic) for an MSE.

ii. Transporting to the DED: The hospital may determine that movement of an individual to the hospital's DED may be necessary for screening. However, common sense and individual judgment should prevail. When determining how best to transport the individual to the DED (means of transport, accompanying qualified personnel, equipment, etc.), the following factors should be taken into account but shall not be determinative:

- Whether the hospital DED has the personnel and resources necessary to render adequate medical treatment to all existing patients in the DED,
- Whether responding to the emergency could send hospital personnel into harm's way or unreasonably endanger or jeopardize the lives or health of such personnel, and
- Whether non-hospital paramedics, emergency medical technicians, or other qualified personnel are more appropriate to respond.

iii. Transporting to other hospital property: The facility may direct individuals to other hospital-based facilities that are on hospital property and operated under the hospital's provider number. However, the hospital should not move an individual to a hospital-based facility located off-campus, such as a rural health clinic or physician office, for an MSE or other emergency services. Individuals should only be moved to the hospital-based on-campus facility when the following conditions are met:

- all persons with the same medical condition are moved to this location regardless of their ability to pay for treatment,
- there is a bona fide medical reason to move the individual, and
- QMP accompany the individual.
- **Note**: Unless outpatient testing is associated with an individual presenting to the DED with a request for an emergency medical screening, it should not be performed in the emergency department. Individuals presenting for outpatient testing should be registered as outpatients and not as emergency patients.

- **Note**: Anyone may make the request for an MSE or treatment described in both a. and b. above. Specifically,
- A minor (child) can request an examination or treatment for an EMC. Hospital personnel should not delay the MSE by waiting for parental consent. If, after screening the minor, it is determined that no EMC is present, the staff may wait for parental consent before proceeding with further examination and treatment. **Note**: For additional information regarding treatment of minors, please consult your operations counsel.
- Emergency Medical Services (EMS) personnel may request an evaluation or treatment on an individual's behalf.
  - **Example**: If an individual is on a gurney or stretcher or in an ambulance or

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on a helipad at the hospital and EMS personnel, the individual, or a legally responsible person acting on the individual's behalf, requests examination or treatment of an EMC from hospital staff, an MSE must be provided.

c. The individual arrives ***on the hospital property***, either in the DED or property other than the DED, ***and no request is made*** for evaluation or treatment, but the appearance or behavior of the individual would cause a prudent layperson observer to believe that the individual needed such examination or treatment.

d. An individual is in a ***ground or air ambulance*** for purposes of examination and treatment for a medical condition at a hospital's DED, and the ambulance is either:

    i. *owned and operated by the hospital,* even if the ambulance is not on hospital grounds, or

    ii. neither owned nor operated by the hospital, but *on hospital property*.

e. A ***community-wide plan*** exists for specific hospitals to treat certain EMCs (*e.g.*, psychiatric, trauma, physical or sexual abuse). Prior to transferring the individual to the community plan hospital, an MSE must be performed and any necessary stabilizing treatment rendered.

f. If a ***law enforcement official*** requests hospital emergency personnel to provide ***medical clearance*** for incarceration, the Hospital has an EMTALA obligation to provide an MSE to determine if an EMC exists. If an EMC is found to exist and is stabilized, the Hospital has met its EMTALA obligations and additional requests for assessment or testing are not required. All facilities must remain in compliance with federal and state HIPAA regulations.

g. If a ***law enforcement official*** brings a person who is exhibiting behavior that suggests that he or she is intoxicated to the DED for ***drawing of the blood alcohol*** and asks for an MSE, or if a prudent layperson observer would believe that the individual needed examination or treatment for a possible EMC, then an MSE must be performed. This is required because some medical conditions could present behaviors similar to those of an inebriated individual.

h. If an individual presents to a facility which does not have the capability to perform a rape kit when one is needed, the hospital's obligation is to provide an appropriate MSE without disturbing the evidence and transfer the individual to a hospital that has the capability to gather the evidence. Transfer must occur only in compliance with hospital policies and procedures that are Medicare Hospital Conditions of Participation (CoP) and licensure compliant.

i. ***Born Alive Infant.*** When an infant is born alive in the DED, if a request is made on the infant's behalf for screening for a medical condition or if a prudent layperson would conclude based on the infant's appearance or behavior that the infant needed examination or treatment for a medical condition, the hospital and physician must provide an MSE. If the infant is born alive elsewhere on the hospital's campus and a prudent layperson observer would conclude based on the born alive infant's appearance or behavior that the infant was suffering from an EMC, the hospital and medical staff must perform an MSE to determine whether or not an EMC exists. If an EMC exists, the hospital must provide for stabilizing treatment or an appropriate transfer.

j. ***Off-Campus Provider-Based Emergency Department*. An off-campus provider based-emergency department is a department of the hospital, located no more than 35 miles from the main hospital, that meets all the provider-based requirements, holds the same Medicare**

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provider number as the main hospital and either is (i) licensed by the state as an Emergency Department, (ii) is advertised as providing care for emergency medical conditions on an urgent basis without appointment, or (iii) provides at least one-third of all its outpatient visits for the treatment of emergency medical conditions on an urgent basis without requiring previously scheduled appointments. If an individual presents to an off-campus provider-based emergency department (should not be referred to as a "free-standing" emergency department), he or she must be provided an appropriate MSE just as he or she would if the presentation was at the main campus emergency department. Should the individual require additional screening for stabilizing care by a physician specialist, he or she will be moved to the main campus or another non-HCA facility for the additional care required. Such movement would be via an appropriate transport vehicle as designated by the ED Physician with appropriate equipment and personnel as determined by the ED Physician.

2. **When an MSE is NOT Required**

   a. If an individual **presents to a DED** in the following circumstances only, **no MSE is required by EMTALA:**

      i. ***The individual requests services that are NOT examination or treatment for an EMC****, such as preventive care services or drugs that are not required to stabilize or resolve an EMC;*

         - **Example**: An individual presents to the DED and tells the clerk that he needs a flu shot because it is now flu season. The hospital is not obligated to provide an MSE under EMTALA because the request for a flu vaccine is a preventive care service.

      ii. ***The individual requests services that are NOT for an EMC such as gathering of evidence for criminal law cases*** (sexual assault, blood alcohol). When the request made is only to collect evidence, not to analyze the results or otherwise examine or treat the individual, no EMTALA obligation exists;

      iii. ***When an individual appears for non-emergency tests*** or pursuant to a previously scheduled visit. The hospital must ensure and document that no EMC was present or that no request was made to examine or treat the individual for an EMC.

         a. When an individual presents to the DED for medical care that is, by its nature, clearly unlikely to involve an EMC, the individual's statement that he or she is not seeking emergency care, together with brief questioning by QMP, is sufficient to establish that there is no EMC.

         b. A QMP is not required to question or examine the individual if the individual presents to the DED solely to fill a physician's order for a non-emergency test. The QMP should, however, question the individual to confirm that no EMC exists if the individual requests treatment for a non-emergency condition unrelated to the physician's order.

         - **Example**: A physician refers an individual to the emergency department for occupational medicine testing.

   b. If the individual is in a ***ground or air ambulance*** which is:

      i. *owned and operated* by the hospital and *operated under community-wide EMS*

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protocols or EMS protocols "mandated by State law" that direct it to transport the individual to a hospital other than the hospital that owns the ambulance (i.e., to the closest appropriate facility). In this case, the individual is considered to have "come to the emergency department of the hospital" to which the individual is transported, at the time the individual is brought onto hospital property; or

ii. *not owned by the hospital and not on the hospital's property* even if the ambulance personnel contact the hospital by telephone or telemetry communications and inform the hospital that they want to transport the individual to the hospital for examination and treatment; or

iii. *owned but not operated by the hospital* as where a physician who is not employed or otherwise affiliated with the hospital that owns the ambulance directs its operation and the ambulance is not on hospital property.

- **Note**: A hospital may deny access to individuals when it is in "official diversionary" status because it does not have the capability or capacity to accept any additional emergency individuals at the time. The hospital shall develop and adopt written criteria that describe the conditions under which any or all of the hospital's emergency services are deemed to be at maximum capacity.
- **Caution**: If the ambulance staff disregards the hospital's instructions and brings the individual on to hospital property, the individual has come to the emergency department and the hospital must perform an appropriate MSE. Should a hospital which is not in official diversionary status fail to accept a telephone or radio request for transfer or admission, the refusal could represent a violation of other Federal or State regulations.
- **Note**: The hospital shall maintain written records documenting the date and time of the start and end of each period of diversionary status.

c. ***Use of hospital-owned helipad on hospital property for patient transport.*** No MSE is required for individuals being transported by local ambulance services or other hospitals to tertiary hospitals throughout the state through use of a ***hospital-owned helipad on the hospital's property*** by local ambulance services or other hospitals as long as the sending hospital conducted the MSE prior to transporting the individual to the helipad for medical helicopter transport to a designated recipient hospital. The sending hospital is responsible for conducting the MSE prior to transfer to determine if an EMC exists and implementing stabilizing treatment or conducting an appropriate transfer.

- **Caution**: If the individual's condition deteriorates while being transported to the helipad or while at the helipad, the hospital at which the helipad is located must provide another MSE and stabilizing treatment within its capacity if requested by medical personnel accompanying the individual.
- If, as part of the EMS protocol, EMS activates helicopter evacuation of an individual with a potential EMC, the hospital with the helipad does not have an EMTALA obligation if they are not the recipient hospital, unless a request is made by EMS personnel, the individual, or a legally responsible person acting on the individual's behalf for the examination or treatment of an EMC.

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d. ***Off campus, non-DED***. If an individual requests emergency care in a hospital department off the hospital's main campus that does not meet the definition of a DED, EMTALA does not apply and the hospital department is not obligated to perform an MSE. However, the off-campus department must have policies and procedures in place as to how to handle patients in need of immediate care.

3. **Extent of the MSE**

a. **Determine if an EMC exists.** The hospital must perform an MSE to determine if an EMC exists. It is not appropriate to merely "log in" or triage an individual with a medical condition and not provide an MSE. Triage is not equivalent to an MSE. Triage entails the clinical assessment of the individual's presenting signs and symptoms at the time of arrival at the hospital in order to prioritize when the individual will be screened by a physician or other QMP.

b. **Definition of MSE**. An MSE is the process required to reach, with reasonable clinical confidence, the point at which it can be determined whether the individual has an EMC or not. It is not an isolated event. The MSE must be appropriate to the individual's presenting signs and symptoms and the capability and capacity of the hospital.

c. **An on-going process.** The individual shall be continuously monitored according to the individual's needs until it is determined whether or not the individual has an EMC, and if he or she does, until he or she is stabilized or appropriately admitted or transferred. The medical record shall reflect the amount and extent of monitoring that was provided prior to the completion of the MSE and until discharge or transfer.

d. **Judgment of physician or QMP**. The extent of the necessary examination to determine whether an EMC exists is generally within the judgment and discretion of the physician or other QMP performing the examination function according to algorithms or protocols established and approved by the medical staff and governing board.

e. **Extent of MSE varies by presenting symptoms.** The MSE may vary depending on the individual's signs and symptoms:

i. Depending on the individual's presenting symptoms, an appropriate MSE can involve a wide spectrum of actions, ranging from a simple process involving only a brief history and physical examination to a complex process that also involves performing ancillary studies and procedures such as (but not limited to) lumbar punctures, clinical laboratory tests, CT scans and other diagnostic tests and procedures.

ii. *Pregnant Women:* The medical records should show evidence that the screening examination includes, at a minimum, on-going evaluation of fetal heart tones, regularity and duration of uterine contractions, fetal position and station, cervical dilation, and status of membranes (*i.e.,* ruptured, leaking and intact), to document whether or not the woman is in labor. A woman experiencing contractions is in true labor unless a physician, certified nurse-midwife or other QMP acting within his or her scope of practice as defined by the hospital's medical staff bylaws and State medical practice acts, certifies in writing that after a reasonable time of observation, the woman is in false labor. The recommended timeframe for such physician certification of the QMP's determination of false labor should be within 24 hours of the MSE, however, the medical staff bylaws, rules and regulations can provide guidance on the timeframe.

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iii. *Individuals with psychiatric or behavioral symptoms:* The medical records should indicate both medical and psychiatric or behavioral components of the MSE. The MSE for psychiatric purposes is to determine if the psychiatric symptoms have a physiologic etiology. The psychiatric MSE includes an assessment of suicidal or homicidal thoughts or gestures that indicates danger to self or others.

Non-discrimination. The hospital must provide an MSE and necessary stabilizing treatment to any individual regardless of age, gender, disability, race, color, ancestry, citizenship, religion, pregnancy, sexual orientation, gender identity or expression, national origin, medical condition, marital status, veteran status, payment source or ability, or any other basis prohibited by federal, state or local law.

4. Who May Perform the MSE

a. Only the following individuals may perform an MSE:
   i. A qualified physician with appropriate privileges;
   ii. Other qualified licensed independent practitioner (LIP) with appropriate competencies and privileges; or
   iii. A qualified staff member who:
      - is qualified to conduct such an examination through appropriate privileging and demonstrated competencies;
      - is functioning within the scope of his or her license and in compliance with state law and applicable practice acts (*e.g.*, Medical or Nurse Practice Acts);
      - is performing the screening examination based on medical staff approved guidelines, protocols or algorithms; and
      - is approved by the facility's governing board as set forth in a document such as the hospital bylaws or medical staff rules and regulations, which document has been approved by the facility's governing body and medical staff. It is not acceptable for the facility to allow informal personnel appointments that could change frequently.

b. **Qualified Medical Personnel.** QMPs may perform an MSE if licensed and certified, approved by the hospital's governing board through the hospital's bylaws, and only if the scope of the EMC is within the individual's scope of practice.
   i. The designation of QMP is set forth in a document approved by the governing body of the hospital. Each individual QMP approved to provide an MSE under EMTALA must be appropriately credentialed and must meet the requirements for annual evaluations set forth in the protocol agreements with physicians and the State's medical practice act, nurse practice act or other similar practice acts established to govern health care practitioners. Only appropriately credentialed APRNs, PAs and physicians may perform MSEs in the DED.
   ii. **Psychiatric QMP**. The ED physician shall consult the QMP providing the behavioral assessment for psychiatric purposes but shall remain the primary decision-maker with regard to transfer and discharge of the individual presenting to the DED with psychiatric or behavioral emergencies. Should an individual with a psychiatric or

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behavioral emergency present to a behavioral department of a hospital that meets the requirements of a DED, that department is responsible for ensuring that the individual has the appropriate MSE, including any behavioral examination, and providing necessary stabilizing treatment.

iii. **Labor and Delivery QMP.** QMPs in the labor and delivery DED may be appropriately-approved RNs and must communicate their findings as to whether or not a woman is in labor to the obstetrician on call, the laborist, or the ED physician.

iv. **Limitations**. The hospital has established a process to ensure that:

a. a physician examines all individuals whose conditions or symptoms require physician examination;

b. an ED physician on duty is responsible for the general care of all individuals presenting themselves to the emergency department; and

c. the responsibility remains with the ED physician until the individual's private physician or an on-call specialist assumes that responsibility, or the individual is discharged.

5. **No Delay in Medical Screening or Examination**

a. **Reasonable Registration Process.** An MSE, stabilizing treatment, or appropriate transfer will not be delayed to inquire about the individual's method of payment or insurance status, or conditioned on an individual's completion of a financial responsibility form, an advance beneficiary notification form, or payment of a co-payment for any services rendered. The facility may follow reasonable registration processes for individuals for whom examination or treatment is required. Reasonable registration processes may include asking whether the individual is insured, and if so, what that insurance is, as long as these procedures do not delay screening or treatment or unduly discourage individuals from remaining for further evaluation. The hospital may seek non-payment information from the individual's health plan about the individual, such as medical history. In the case of an individual with an EMC, once the hospital has conducted the MSE and has initiated stabilizing treatment, it may seek authorization for all services from the plan as long as doing so does not delay completion of the stabilizing treatment.

b. **Managed Care.** For individuals who are enrolled in a managed care plan, prior authorization from the plan shall NOT be required or requested before providing an appropriate MSE and initiating any further medical examination and necessary stabilizing treatment.

c. **EMS.** A hospital has an obligation to see the individual once the individual presents to the DED whether by EMS or otherwise. A hospital that delays the MSE or stabilizing treatment of any individual who arrives via transfer from another facility, by not allowing EMS to leave the individual, could be in violation EMTALA and the Hospital CoP for Emergency Services. Even if the hospital cannot immediately complete an appropriate MSE, the hospital must assess the individual's condition upon arrival of the EMS service to ensure that the individual is appropriately prioritized based on his or her presenting signs and symptoms to be seen for completion of the MSE.

d. **Contacting the individual's physician**. An ED physician or non-physician practitioner may contact the individual's personal physician at any time to seek advice regarding the individual's medical history and needs that may be relevant to medical treatment and screening of the

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individual, so long as this consultation does not inappropriately delay services.

e. **Financial Responsibility Forms**. The performance of the MSE and the provision of stabilizing treatment will NOT be conditioned on an individual's completion of a financial responsibility form, an advance beneficiary notification form, or payment of a co-payment for any services rendered.

f. **Financial Inquiries**. Individuals who inquire about financial responsibility for emergency care should receive a response by a staff member who has been well trained to provide information regarding potential financial liability. The staff member who provides information on potential financial liability should clearly inform the individual that the hospital will provide an MSE and any necessary stabilizing treatment, regardless of his or her ability to pay. Individuals who believe that they have an EMC should be encouraged to remain for the MSE.

Note: There is no delay in the provision of an MSE or stabilizing treatment if: (i) there is not an open bed in the DED; (ii) there are not sufficient caregivers present to render the MSE and/or stabilizing treatment; and (iii) the individual's condition does not warrant immediate screening and treatment by a physician or QMP.

6. **Refusal to Consent to Treatment**

a. **Written Refusal – Partial Refusal of Care or Against Medical Advice.** If a physician or QMP has begun the MSE or any stabilizing treatment and an individual refuses to consent to a test, examination or treatment or refuses any further care and is determined to leave against medical advice, after being informed of the risks and benefits and the hospital's obligations under EMTALA, reasonable attempts shall be made to obtain a written refusal to consent to examination or treatment using the form provided for that purpose or document the individuals refusal to sign the Partial Refusal of Care or the Against Medical Advice Form (see Partial Refusal of Care of Against Medical Advice Form). The medical record must contain a description of the screening and the examination, treatment, or both if applicable, that was refused by or on behalf of the individual.

b. **Waiver of Right to Medical Screening Examination.** If an individual refuses to consent to examination or treatment and indicates his or her intention to leave prior to triage or prior to receiving an MSE or if the individual withdrew the initial request for an MSE, facility personnel must request that the individual sign the Waiver of Right to Medical Screening Examination Form that is part of the Sign-In Sheet or document on the Sign-In Sheet the individual's refusal to sign the Waiver of Right to Medical Screening Examination Form

c. **Documentation of Information.** If an individual refuses to sign a consent form, the physician or nurse must document that the individual has been informed of the risks and benefits of the examination and/or treatment but refused to sign the form.

d. **Documentation of Unannounced Leave.** If an individual leaves the facility without notifying facility personnel, this must be documented upon discovery. The documentation must reflect that the individual had been at the facility and the time the individual was discovered to have left the premises. Triage notes and additional records must be retained. If the individual leaves prior to transfer or leaves prior to an MSE, the information should be documented on the individual's medical record. If an individual has not completed a Sign-In Sheet, an ED staff member should complete a sheet and if the individual's name is not known a description of the individual leaving should be entered on the form. All individuals presenting for evaluation or

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treatment must be entered into the Central Log.

7. **Stabilizing Treatment Within Hospital Capability**

The determination of whether an individual is stable is not based on the clinical outcome of the individual's medical condition. An individual has been provided sufficient stabilizing treatment when the physician treating the individual in the DED has determined, within reasonable clinical confidence, that no material deterioration of the condition is likely, within reasonable medical probability, to result from or occur during the transfer of the individual from a facility, or with respect to an EMC of a woman in labor, that the woman has delivered the child and placenta; or in the case of an individual with a psychiatric or behavioral condition, that the individual is protected and prevented from injuring himself/ herself or others. For those individuals who are administered chemical or physical restraints for purposes of transfer from one facility to another, stabilization may occur for a period of time and remove the immediate EMC, but the underlying medical condition may persist and, if not treated for longevity, the individual may experience exacerbation of the EMC. Therefore, the treating physician should use great care when determining if the EMC is in fact stable after administering chemical or physical restraints.

a. **Stable.** The physician or QMP providing the medical screening and treating the emergency has determined within reasonable clinical confidence, that the EMC that caused the individual to seek care in the DED has been resolved although the underlying medical condition may persist. Once the individual is stable, EMTALA no longer applies. (The individual may still be transferred; however, the "appropriate transfer" requirement under EMTALA does not apply.)

b. **Stabilizing Treatment Within Hospital Capability and Transfer.** Once the hospital has provided an appropriate MSE and stabilizing treatment within its capability, an appropriate transfer may be affected by following the appropriate transfer provisions. (See Transfer Policy.) If there is a disagreement between the physician providing emergency care and an off-site physician (*e.g.*, a physician at the receiving facility or the individual's primary care physician if not physically present at the first facility) about whether the individual has been provided sufficient stabilized treatment to affect a transfer, the medical judgment of the transferring physician takes precedence over that of the off-site physician.
Refer to the hospital's Transfer Policy for additional directions regarding transfers of those individuals who are not medically stable. If a hospital has exhausted all its capabilities and is unable to stabilize an individual, an appropriate transfer should be implemented by the transferring physician.

c. **Stabilizing Treatment and Individuals Whose EMCs Are Resolved.** An individual is considered stable and ready for discharge when, within reasonable clinical confidence, it is determined that the individual has reached the point where his or her continued care, including diagnostic work-up and/or treatment, could reasonably be performed as an outpatient or later as an inpatient, provided the individual is given a plan for appropriate follow-up care with the discharge instructions. The EMC that caused the individual to present to the DED must be resolved, but the underlying medical condition may persist. Hospitals are expected within reason to assist/provide discharged individuals the necessary information to secure follow-up care to prevent relapse or worsening of the medical condition upon release from the hospital.

8. **When EMTALA Obligations End**

The hospital's EMTALA obligation ends when a physician or QMP has made a decision:

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a. That no EMC exists (even though the underlying medical condition may persist);
b. That an EMC exists and the individual is appropriately transferred to another facility; or
c. That an EMC exists and the individual is admitted to the hospital for further stabilizing treatment; or
d. That an EMC exists and the individual is stabilized and discharged.

Note: A hospital's EMTALA obligation ends when the individual has been admitted in good faith as an inpatient, whether or not the individual has been stabilized.* An individual is considered to be an inpatient when the individual is formally admitted to the hospital by a physician's order. A hospital continues to have a responsibility to meet the patient's emergency needs in accordance with hospital CoPs. A patient in observation status is not considered admitted as an inpatient, therefore, EMTALA obligations continue.

*Case law provides that EMTALA does apply to inpatients who have not been stabilized in Kentucky, Tennessee, Ohio and Michigan. *Moses v. Providence Hospital and Medical Centers, Inc. and Paul Lessem, 6th Circuit Court of Appeals, April 6, 2009*.

9. ***EMTALA Waivers and Requirements During Pandemics and Other Declared Emergencies.***

a. Alternative Screening Sites on Campus for Screening during a Pandemic (No Waiver Required.) For the screening of influenza like illnesses, the hospital may establish an alternative screening site(s) on campus. Individuals may be redirected to these sites AFTER being logged in. The redirection and logging can take place outside the entrance to the DED. However, the person doing the directing must be qualified (*e.g.*, an RN or QMP) to recognize individuals who are obviously in need of immediate treatment in the DED. The MSEs must be conducted by qualified personnel.
b. Alternative Screening Site Off-Campus (No Waiver Required.) The hospital may encourage the public to go to an off-campus hospital-controlled site for the screening of influenza like illness. However, the hospital may NOT tell an individual who has already come to the DED to go to the off-site location for the MSE. The off-campus site for influenza like illnesses should not be held out to the public as a place that provides care for EMCs in general on an urgent, unscheduled basis.
c. EMTALA Waivers.
    i. A hospital operating under an EMTALA waiver will not be sanctioned for an inappropriate transfer or for directing or relocating an individual who comes to the DED to an alternative off-campus site, for the MSE if the following conditions are met:
        1. The transfer is necessitated by the circumstances of the declared emergency in the emergency area during the emergency period (as those terms are defined in the hospital's EMTALA Transfer Policy);
        2. The direction or relocation of an individual to receive medical screening at an alternate location is pursuant to an appropriate State emergency preparedness plan or, in the case of a public health emergency that involves a pandemic infectious disease, pursuant to a State pandemic preparedness plan;

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3. The hospital does not discriminate on the basis of an individual's source of payment or ability to pay;
4. The hospital is located in an emergency area during an emergency period; and
5. There has been a determination that a waiver of sanctions is necessary.

ii. An EMTALA waiver can be issued for a hospital only if:

1. The President has declared an emergency or disaster under the Stafford Act or the National Emergencies Act; and
2. The Secretary of HHS has declared a Public Health Emergency (PHE); and
3. The Secretary invokes his or her waiver authority including notifying Congress at least 48 hours in advance; and
4. The waiver includes waiver of EMTALA requirements and the hospital is covered by the waiver.

d. In the absence of CMS notification of area-wide applications of the waiver, the hospital must contact CMS and request that the waiver provisions be applicable to the hospital.

e. In addition, in order for an EMTALA waiver to apply to the hospital and for sanctions not to apply, (i) the hospital must activate its disaster protocol, and (ii) the State must have activated an emergency preparedness plan or pandemic preparedness plan in the emergency area, and any redirection of individuals for an MSE must be consistent with such plan.

f. Even when a waiver is in effect, there is still the expectation that everyone who comes to the DED will receive an appropriate MSE, if not in the DED, then at the alternate care site to which they are redirected or relocated.

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Except in the case of waivers related to pandemic infectious disease, an EMTALA waiver is limited in duration to 72 hours beginning upon activation of the hospital's disaster protocol. In the case of a PHE involving pandemic infectious disease, the general EMTALA waiver authority will continue in effect until the termination of the declaration of the PHE. However, the waiver may be limited to a date prior to the termination of the PHE declaration, as determined by CMS. If a State emergency/pandemic preparedness plan is deactivated in the area where the hospital is located prior to the termination of the PHE, the hospital no longer meets the conditions for an EMTALA waiver and the hospital waiver would cease to be in effect as of the deactivation date. Likewise, if the hospital deactivates its disaster protocol prior to the termination of the PHE, the hospital no longer meets the conditions for an EMTALA waiver and the hospital waiver would cease to be in effect as of the deactivation date.

Approval Signatures

Step Description	Approver	Date

P&P Committee	Heather Stafford: CNO Summit Med Ctr	11/2020
Patient Care	Chad Cashion: Asst CNO	11/2020
ECO	Sarah Petersen: Dir Ethic & Compliance	11/2020
Owner	Tabitha Stewart: Dir Emergency Svcs	11/2020

Applicability

TriStar Summit Medical Center

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Status **Active** PolicyStat ID **11682796**

Origination	01/2009
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Next Review	07/2027
Owner	Faybria O'Neill: CNO Summit Med Ctr
Policy Area	Patient Care - Care of Patients
Applicability	TriStar Summit Medical Center

Tennessee EMTALA – Signage

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This policy reflects guidance under the Emergency Medical Treatment and Labor Act (EMTALA) and associated State laws only. It does not reflect any requirements of The Joint Commission or other regulatory entities.

The definitions in the Company EMTALA Policy, LL.EM.001, apply to this and all other Company and facility EMTALA policies.

Purpose:

To establish guidelines for providing all individuals with the opportunity to be aware of and view their right to medical screening examination (MSE) and stabilization for an emergency medical condition (EMC) as required of any hospital with an emergency department by EMTALA, 42 U.S.C. § 1395dd, and all Federal regulations and interpretive guidelines promulgated thereunder.

Policy:

All emergency departments and any other place likely to be noticed by all individuals entering the emergency department and those individuals waiting for examination and treatment in areas of the hospital other than the traditional emergency department such as the entrance area, admitting areas, waiting rooms, and treatment areas located on hospital property must post conspicuously, appropriate signage notifying individuals of their right to an MSE and stabilization or treatment for an EMC and required services for women in labor as specified under EMTALA as well as information indicating whether or not the hospital participates in the Medicaid program. The entrance to the emergency department shall be clearly marked.

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Procedure:

All hospitals must post signage that, at a minimum, meets the following requirements:

- signage must be conspicuously posted in any place or places likely to be noticed by all individuals entering the emergency department, as well as those individuals waiting for examination and treatment in areas other than the traditional emergency department (*e.g.*, entrance, admitting area, waiting room, labor and delivery, and other treatment areas located on hospital property):
    - signage must be readable from anywhere in the area
    - wording on signage must be clear and in simple terms in a language(s) that is (are) understandable by the population the hospital serves

The contents of the signage must:

- indicate whether or not the hospital participates in a Medicaid program approved under a State plan under Title XIX;
- specify the rights of individuals with EMCs to receive an MSE and necessary stabilization and treatment for any EMC regardless of the ability to pay; and
- specify the rights of women in labor who come to the emergency department for health care services.

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The signage content must include the following language:

IT'S THE LAW!

If you have a medical emergency or are in labor, even if you cannot pay or do not have medical insurance or you are not entitled to Medicare or Medicaid, you have the right to receive, within the capabilities of this hospital's staff and facilities:

- An appropriate medical screening examination;
- Necessary stabilizing treatment (including treatment for an unborn child); and
- If necessary, an appropriate transfer to another facility.

This hospital does participate in the Medicaid program.

Approval Signatures

Step Description	Approver	Date
P&P Committee	Heather Stafford: CNO Summit Med Ctr	12/2022
Patient Care	Chad Cashion: CNO Southern Hills Med Ctr	11/2022

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ECO	Taylor Young: Asst Administrator	11/2022
Owner	Melissa Stark Goodman: Dir Emergency Svcs	11/2022
Owner	Chad Cashion: Asst CNO	06/2022

Applicability

TriStar Summit Medical Center

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Owner	Faybria O'Neill: CNO Summit Med Ctr
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Applicability	TriStar Summit Medical Center

Tennessee EMTALA–Transfer Policy

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This policy reflects guidance under the Emergency Medical Treatment and Labor Act (EMTALA) and associated State laws only. It does not reflect any requirements of The Joint Commission or other regulatory entities.

The definitions in the Company EMTALA Policy, LL.EM.001, apply to this and all other Company and facility EMTALA policies.

PURPOSE:

To establish guidelines for either accepting an appropriate transfer from another facility or providing an appropriate transfer to another facility of an individual with an emergency medical condition (EMC), who requests or requires a transfer for further medical care and follow-up to a receiving facility as required by EMTALA, 42 U.S.C. § 1395dd, and all Federal regulations and interpretive guidelines promulgated thereunder.

POLICY:

Any transfer of an individual with an EMC must be initiated either by a written request for transfer from the individual or the legally responsible person acting on the individual's behalf or by a physician order with the appropriate physician certification as required under EMTALA. EMTALA obligations regarding the appropriate transfer of an individual determined to have an EMC apply to any emergency department (ED) or dedicated emergency department (DED) of a hospital whether located on or off the hospital campus and all other departments of the hospital located on hospital property.

A hospital with specialized capabilities or facilities (including, but not limited to burn units, shock-trauma units, neonatal intensive care units, dedicated behavioral health units, or regional referral centers in rural areas) shall accept from a transferring hospital an appropriate transfer of an individual with an EMC who requires specialized capabilities if the receiving hospital has the capacity to treat the

individual. The transferring hospital must be within the boundaries of the United States.

The transfer of an individual shall not consider age, gender, disability, race, color, ancestry, citizenship, religion, pregnancy, sexual orientation, gender identity or expression, national origin, medical condition, marital status, veteran status, payment source or ability, or any other basis prohibited by federal, state or local law, except to the extent that pre-existing medical condition or physical or mental handicap is significant to the provision of appropriate medical care to the individual.

The CEO must designate in writing an administrative designee by title responsible for accepting transfers in conjunction with a receiving physician. The CEO designee in conjunction with the ED physician has authority to accept the transfer if the hospital has the capability and capacity to treat the individual.

Note: Movement of an individual to another part of the same hospital is not considered a transfer for EMTALA purposes.

1. **Transfer of Individuals Who Have Not Been Stabilized**
    a. If an individual who has come to the emergency department has an EMC that has not been stabilized, the hospital may transfer the individual only if the transfer is an appropriate transfer and meets the following conditions:
        i. The individual or a legally responsible person acting on the individual's behalf requests the transfer, after being informed of the hospital's obligations under EMTALA and of the risks and benefits of such transfer. The individual must have received complete and accurate information about matters pertaining to the transfer decision, including: medical necessity of the movement; availability of appropriate services at both the transferring and receiving hospitals; the availability of indigent care at the hospital initiating the transfer and the facility's legal obligations to provide medical services without regard to the patient's ability to pay; and any obligation of the hospital through its participation in government medical assistance programs to accept such program's reimbursement as payment in full for needed medical care. The request must be in writing and indicate the reasons for the request as well as indicate that the individual is aware of the risks and benefits of transfer; or
        ii. A physician has signed a certification that, based upon the information available at the time of transfer, the medical benefits reasonably expected from the provision of appropriate medical treatment at another medical facility outweigh the increased risks to the individual or, in the case of the woman in labor, to the woman or the unborn child, from being transferred. The certificate must contain a written summary of the risks and benefits upon which it is based; or
        iii. If a physician is not physically present in the DED at the time the individual is transferred, a qualified medical person (QMP) has signed a certification after a physician in consultation with the QMP, agrees with the certification and subsequently countersigns the certification. The certification must contain a written summary of the risks and benefits upon which it is

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based.

Note: The date and time of the physician or QMP certification should match the date and time of the transfer.

b. A transfer will be an appropriate transfer if:

i. The transferring hospital provides medical treatment within its capacity that minimizes the risks to the individual's health and, in the case of a woman in labor, the health of the unborn child;

ii. The receiving facility has available space and qualified personnel for the treatment of the individual and a physician at the receiving facility has agreed to accept the transfer and to provide appropriate medical treatment;

iii. The transferring hospital sends the receiving hospital copies of all medical records related to the EMC for which the individual presented that are available at the time of transfer as well as the name and address of any on-call physician who has refused or failed to appear within a reasonable time to provide necessary stabilizing treatment; and

iv. The transfer is affected through qualified personnel and transportation equipment as required including the use of necessary and medically appropriate life support measures during the transport.

Hospitals that request transfers must recognize that the appropriate transfer of individuals with unstabilized EMCs that require specialized services should not routinely be made over great distances, bypassing closer hospitals with the necessary capability and capacity to care for the unstabilized EMC.

c. Higher Level of Care. A higher level of care should be the more likely reason to transfer an individual with an EMC that has not been stabilized. The following are examples of a higher level of care:

i. A receiving hospital with **specialized capabilities or facilities** that are not available at the transferring hospital (including, but not limited to burn units, shock-trauma units, neonatal intensive care units, dedicated behavioral health units, or regional referral centers in rural areas) must accept an appropriate transfer of an individual with an EMC who requires specialized capabilities or facilities if the hospital has the capacity to treat the individual.

ii. If there is a local, regional or state plan for hospital care for designated populations such as individuals with psychiatric disorders or high risk neonates, the transferring hospital must still provide an MSE and stabilizing treatment prior to transferring to the hospital so designated by the plan.

2. **Additional Transfer-Related Situations**

a. Diagnostic Facility. If an individual is moved to a diagnostic facility located at

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another hospital for diagnostic procedures not available at the transferring hospital and the hospitals arrange to return the individual to the transferring hospital, the transfer requirements must still be met by the sending hospital. The receiving hospital is not obligated to meet the EMTALA transfer requirements when implementing an appropriate transfer back to the transferring hospital. The recipient hospital will send or communicate the results of the tests performed to the transferring hospital.

b. Off-Campus hospital-based facilities to nonaffiliated hospital. A transfer from a hospital- based facility located off-campus to a nonaffiliated hospital must still comply with the requirements of an appropriate transfer as defined by EMTALA. A Memorandum of Transfer must be used in such situations.

   Note**:** Off-Campus Provider-based EDs or DED. A movement of a patient from an off-campus provider-based ED or DED to the main hospital ED is a movement and not a transfer.

c. Pre-Existing Transfer Agreements. Appropriate transfer agreements should be in place and in writing between the hospital, including any outpatient or other off-campus departments where care is provided and other hospitals in the area where the outpatient or off-campus departments are located. Even if there are pre-existing transfer agreements between transferring and receiving hospitals, a physician certification is required for any medically indicated transfer for an unstable individual. Transfer Agreements shall not include financial provisions for transfer but may include reciprocal provisions for transferring the individual back to the original transferring hospital when the higher level of care is no longer required.

d. Transfers for High Risk Deliveries. A hospital that is not capable of handling the delivery of a high-risk woman in labor must still provide an MSE and any necessary stabilizing treatment as well as meet the requirements of an appropriate transfer even if a transfer agreement is in place. In addition, a physician certification that the benefits of transfer outweigh the risks of transfer is required for the transfer of the woman in labor.

e. Diversion/Exceeded Capacity. If the transferring hospital has the capability but lacks the capacity to treat the individual, then the individual would likely benefit from the transfer and it would be permissible if all other conditions of an appropriate transfer are met. In addition, the hospital may transfer an individual due to bed shortage or overcrowding, if it has exhausted all its capabilities, even if the individual does not require any specialized capabilities of the receiving hospital. The receiving hospital must accept the transfer of the individual if it has the capacity and capability to do so. In communities with a community-wide emergency services system, the receiving hospital must accept the individual being transferred from a hospital on diversionary status if it has the capacity and capability. After acceptance, the receiving hospital may attempt to validate that the transferring hospital has, in fact, exhausted all its capabilities prior to transfer.

f. Lateral Transfers. Transfers between hospitals of comparable resources and capabilities are not permitted unless the receiving facility would offer enhanced care benefits to the patient that would outweigh the risks of the transfer. Examples of

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such situations include a mechanical failure of equipment or no ICU beds available.

g. Women in Labor. For a woman in labor, a transfer may be made only if the woman in labor or her representative requests the transfer, or if a physician signs a certification that the benefits reasonably expected from the provision of appropriate medical treatment at another facility outweigh the increased risks to the individual or the unborn child. A hospital cannot cite State law or practice as the basis for transfer. A woman in labor who requests transfer to another facility may not be discharged against medical advice to go to the other facility. The risks associated with such a disposition must be thoroughly explained to the patient and documented. If the patient still insists on leaving to go to another facility, the facility should take all reasonable steps to obtain the patient's request in writing and take all reasonable steps to have the patient transported using qualified personnel and transportation equipment. Transporting a woman in labor by privately-owned vehicle is not an appropriate form of transportation.

h. Observation Status. An individual who has been placed in observation status is not an inpatient, even if the individual occupies a bed overnight. Therefore, an individual placed in an observation status who came to the hospital's DED for example, does not terminate the EMTALA obligations of that hospital or a recipient hospital toward an individual who remains in unstable condition at the time of transfer. The EMTALA obligation does not end until the patient has been stabilized, appropriately transferred, or discharged. Therefore, any transfer of a patient in observation status who initially presented to a DED must meet all the requirements of an EMTALA transfer.

3. **Authority to Decline a Transfer Request**

Only the CEO, Administrator-on-Call (AOC), or a hospital leader who routinely takes administrative call has the authority to verify that the facility does not have the capability and capacity to accept a transfer. A transfer request which may be declined must first be reviewed with this individual before a final decision to refuse acceptance is made. This requirement applies to all transfer requests, regardless of whether the transfer request is facilitated by a PLC representative or the facility's CEO designee or ED physician.

Individuals qualified to serve as an AOC include the CEO, CFO, CNO, COO, CMO, ECO, VP Quality and other senior leaders reporting directly to the CEO. Other individuals who may be qualified based on experience include an ACFO, ACNO, Associate Administrator or similarly titled individuals. In general, a department director is not qualified to serve as an AOC. Additionally, a Nursing Supervisor, House Supervisor or other similarly titled position is not considered to be an equivalent of the AOC.

4. **Authority to Conduct a Transfer**

The transferring physician is responsible for determining the appropriate mode of transportation, equipment and attendants for the transfer in such a manner as to be able to effectively manage any reasonably foreseeable complication of the individual's condition that could arise during the transfer. Only qualified personnel, transportation and equipment, including those life support measures that may be required during transfer shall be employed in the transfer of an individual with an unstabilized EMC. If the individual refuses the

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appropriate form of transportation determined by the transferring physician and decides to be transported by another method, the transferring physician is to document that the individual was informed of the risks associated with this type of transport and the individual should sign a form indicating the risks have been explained and the individual acknowledges and accepts the risks. All additional requirements of an appropriate transfer are to be followed by the transferring hospital.

5. **Patient Logistics Center (PLC) Use**

   Hospitals may utilize a PLC to facilitate the transfer of any individual from or to the Emergency Department of the transferring facility to the receiving facility. The transferring physician, after discussion with the individual patient or his or her legally authorized representative, determines the appropriate receiving facility for providing the care necessary to stabilize and treat the individual's emergent condition. The PLC then facilitates the transfer from the transferring facility to the facility selected by the transferring physician and/or the patient. A PLC does not: 1) diagnose or determine treatment for medical conditions; 2) make independent decisions regarding the feasibility of transfer; 3) make independent decisions as to where the individual will be transferred; or 4) determine how a transfer shall be affected.

   The PLC may utilize algorithms developed with a facility to accept a transfer on behalf of a hospital or decline a transfer request when the hospital does not provide the services needed or lacks capacity. Otherwise, a PLC may make no independent decision to accept or refuse a transfer request on behalf of a facility.

   At the ED Physician's request, the PLC must facilitate a discussion between the ED Physician and the on-call physician of the receiving facility. The on-call physician does not have the authority to refuse an appropriate transfer on behalf of the facility.

   The PLC may, at the transferring ED Physician's request, provide information about receiving facilities with capability and capacity for accepting the individual in need of transfer. The ED Physician and the individual to be transferred then make the decision on the receiving facility.

   The PLC may, at the request of the transferring facility, provide information on the availability of EMS or transport options for transfer of an individual. However, the transferring physician retains the responsibility to determine the method and mode of transportation and the personnel and equipment needed. Transfer acceptance cannot be predicated upon the transferring facility using a method of transportation chosen by the receiving facility or a PLC.

PROCEDURES:

1. **Transfers of Individuals Who Are Not Medically Stable**

   Requirements Prior to Transfer. After the hospital has provided medical treatment within its capability to minimize the risks to the health of an individual with an EMC who is not medically stable, the hospital may arrange an appropriate transfer for the individual to another more appropriate or specialized facility. Evaluation and treatment shall be performed and transfer shall be carried out as quickly as possible for an individual with an EMC which has not been stabilized or when stabilization of the individual's vital signs is not possible because the

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hospital does not have the appropriate equipment or personnel to correct the underlying process. The following requirements must be met for any transfer of an individual with an EMC that has not been stabilized:

a. Minimize the Risk. Before any transfer may occur, the transferring hospital must first provide, within its capacity and capability, medical treatment to minimize the risks to the health of the individual or unborn child.

b. Individual's Request or Physician's Order. Any transfer to another medical facility of an individual with an EMC must be initiated either by a written request for transfer from the individual or the legally responsible person acting on the individual's behalf or by a physician order with the appropriate physician or QMP and Physician certification as required under EMTALA. Any written request for a transfer to another medical facility from an individual with an EMC or the legally responsible person acting on the individual's behalf shall indicate the reasons for the request and that he or she is aware of the risks and benefits of the transfer. The individual must have received complete and accurate information about matters pertaining to the transfer decision, including: medical necessity of the movement; availability of appropriate services at both the transferring and receiving hospitals; the availability of indigent care at the hospital initiating the transfer and the facility's legal obligations to provide medical services without regard to the patient's ability to pay; and any obligation of the hospital through its participation in government medical assistance programs to accept such program's reimbursement as payment in full for needed medical care.

c. Request To Transfer Made to Receiving Facility. The transferring hospital must call the receiving hospital or the PLC to verify the receiving hospital has available space and qualified personnel for the treatment of the individual. A physician at the receiving hospital must agree to accept the transfer and provide appropriate treatment. The transferring hospital must obtain permission from the receiving hospital to transfer an individual. This may be facilitated by the PLC. Such permission should be documented on the medical record by the transferring hospital, including the date and time of the request and the name and title of the person accepting transfer. The transferring physician shall ensure that a receiving hospital has appropriate services and has accepted responsibility for the individual being transferred.

d. Document the Request. The transferring hospital must document its communication with the receiving hospital, including the request date and time and the name of the person accepting the transfer.

e. Send Medical Records. The transferring hospital must send to the receiving hospital copies of all medical records available at the time of transfer related to the EMC and continuing care of the individual. The transferring hospital may provide the Face Sheet with the appropriate information to the PLC to assist in facilitating the transfer. But, the PLC generally may not provide any information to, or respond to questions from, to the receiving facility or physician at the receiving facility, regarding whether or not the patient has insurance, or the type of insurance, or other information regarding the patient's ability to pay for services prior to acceptance of the patient except as required by a state or local plan for providing care to certain patient populations where insurance coverage is a determining factor in where the patient

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may receive care. Documentation sent to the receiving hospital must include:

- Copies of the available history, all records related to the individual's EMC, observations of signs or symptoms, patient's condition at the time of transfer, preliminary diagnosis, results of diagnostic studies or telephone reports of the studies, treatment provided, results of any tests, monitoring and assessment data, any other pertinent information, and the informed written consent for transfer of the individual or the certification of a physician or QMP.
- The name and address of any on-call practitioner who refused or failed to appear within a reasonable time to provide necessary stabilizing treatment; and
- The individual's vital signs which should be taken immediately prior to transfer and documented on the Memorandum of Transfer Form.
- Copies of available records must accompany the individual; and
- Copies of other records not available at the time of transfer must be sent to the receiving hospital as soon as practical after the transfer.

Medical and other records related to individuals transferred to or from the hospital must be retained in their original or legally reproduced form in hard copy, microfilm, or electronic media for a period of five years from the date of transfer.

f. Physician Certification of Risks and Benefits. A physician must sign an express written certification that, based on the information available at the time of transfer, the medical benefits reasonably expected from the provision of appropriate medical treatment at another medical facility outweigh the increased risks to the individual or, in the case of a woman in labor, to the unborn child, from being transferred. The certification should meet the following requirements:

- The certification must state the reason for transfer. The narrative rationale need not be a lengthy discussion of the individual's medical condition as this can be found in the medical record but should be specific to the condition of the patient upon transfer.
- The certification must contain a complete picture of the benefits to be expected from appropriate care at the receiving facility and the risks associated with the transfer, including the time away from an acute care setting necessary to affect the transfer.
- The date and time of the physician certification should closely match the date and time of the transfer.
- Certifications may not be backdated.

g. QMP Certification. If a physician is not physically present at the time of the transfer, a QMP may sign the certification, after consultation with a physician, and transfer the individual as long as the medical benefits expected from transfer outweigh the risks. If a QMP signs the certification, a physician shall countersign it within 24 hours or a reasonable time period specified by the hospital bylaws, rules or regulations.

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h. Send Memorandum of Transfer. A Memorandum of Transfer must be completed for every patient who is transferred to another separately licensed hospital. The Memorandum of Transfer and the patient's medical record must be sent with the patient at the time of the transfer. A copy of the Memorandum of Transfer shall be retained by the transferring hospital and incorporated into the patient's medical record.

2. **Transfers that are requested by the individual but not medically indicated**

If a medically unstable individual, or the legally responsible person, requests a transfer to another hospital that is not medically indicated, the individual or the legally responsible person must first be fully informed of the risks of the transfer; the alternatives (if any) to the transfer; and the hospital's obligations to provide further examination and treatment sufficient to stabilize the individual's EMC.

Components of the Individual's Request for Transfer. The transfer is appropriate only when the request meets all of the following requirements:

- is in writing and indicates the reasons for the request;
- contains a statement of the hospital's obligations under EMTALA and the benefits and risks that were outlined to the person signing the request;
- indicates the individual is aware of the availability of appropriate services at both the transferring and receiving hospitals, the availability of indigent care at the transferring hospital, and any obligation of the hospital to accept government medical assistance program reimbursement as payment in full;
- indicates that the individual is aware of the risks and benefits of the transfer;
- is made part of the individual's medical record, and a copy of the request should be sent to the receiving facility when the individual is transferred; and
- is not made through coercion or by misrepresenting the hospital's obligations to provide an MSE and treatment for an EMC or labor.

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Note: Once the transfer is accepted, the Memorandum of Transfer and the patient's medical record must be sent with the patient.

3. **Refusal to Consent to Transfer**

If an individual, or the legally responsible person acting on the individual's behalf, refuses to consent to the hospital's offer to transfer the individual to another facility for services the hospital does not provide and informs the individual, or the legally responsible person, of the risks and benefits to the individual of the transfer, all reasonable steps must be taken to secure a written refusal from the individual or the person acting on the individual's behalf.

The individual's medical record must contain a description of the proposed transfer that was refused by the individual or the person acting on the patient's behalf, a statement that the individual was informed of the risks and benefits and the reason for the individual's refusal to consent to the transfer.

4. **Transfer of Individuals Who Are Medically Stable**

   EMTALA does not apply to an individual who has been medically stabilized. The hospital has no further EMTALA obligation to an individual who has been determined not to have an EMC or whose EMC has been stabilized or who has been admitted as an inpatient.

   a. Any individual who has been medically stabilized may be transferred upon request or pursuant to a physician's order via a pre-arranged transfer or treatment plan according to hospital policy.

   b. **Document Stable Condition**. The stability of the individual is determined by the ED physician or QMP in consultation with the physician**.** After it is determined that the individual is medically stable, the physician or QMP must accurately and thoroughly document the parameters of such stability.

      i. A woman who is in labor is considered to be stabilized only after she has been delivered of the child and the placenta.

      ii. An individual presenting with psychiatric symptoms is considered to be stabilized when he/she is protected and prevented from harming self or others.

      iii. If there is a disagreement between the treating physician and an off-site physician (e.g., a physician at the receiving facility or the individual's primary care physician if not physically present at the first facility) about whether the individual is stable for transfer, the medical judgment of the physician who is treating the individual at the transferring facility DED takes precedence over that of the off-site physician.

5. **Recipient Hospital Responsibilities**

   a. A participating hospital that has specialized capabilities or facilities (including, but not limited to burn units, shock-trauma units, neonatal intensive care units, dedicated behavioral health units, or regional referral centers in rural areas) may not refuse to accept an appropriate transfer from a transferring hospital within the boundaries of the United States, of an individual who requires such specialized capabilities or facilities if the receiving hospital has the capacity to treat the individual.

   b. The requirement to accept an appropriate EMTALA transfer applies to any Medicare-participating hospital with specialized capabilities, regardless of whether the hospital has a DED. All licensed hospitals in Tennessee are required to accept appropriate transfers from other hospitals if the receiving hospital has space and capability, without regard to the patient's source of payment or ability to pay.

   c. The recipient hospital's EMTALA obligations do not extend to individuals who are inpatients at another hospital.

   d. If an individual arrives through the DED as a transfer from another hospital or health care facility, the hospital has a duty to have a physician or QMP, not a triage nurse, perform an appropriate MSE to determine whether the patient's condition deteriorated during the transport. The MSE must be documented in the medical record.

   e. A recipient hospital with specialized capabilities that delays the treatment of an

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individual with an EMC who arrives as a transfer from another facility could be in violation of EMTALA, depending on the circumstances of the delay.

f. An individual on an EMS stretcher in the DED must be provided an MSE without delay. EMTALA regulations apply as soon as the individual arrives on the facility's campus even if the EMS service has not formally turned the individual over to the DED care providers.

g. The receiving hospital may handle the receipt and subsequent assessment of the transferred emergency patient in a number of ways, including:

    i. For example, the transferring facility may contact the individual or department designated by the CEO as the coordinator for transfers such as the House Supervisor or the PLC. After the receiving hospital's designated transfer coordinator is contacted, this individual or PLC will then coordinate any transfer requests with the Administrator On-Call and the ED Physician as necessary. Once it has been determined that the receiving facility has agreed to accept the patient, the patient may be transferred directly to a designated specialty unit such as a SICU, PICU, Cardiac Catheterization Lab, Burn Center, or other Specialty Unit if there is capacity and a physician with the appropriate specialty credentials is available to assess the patient within a reasonable timeframe (generally, within 30 minutes). Upon acceptance into the specialty unit as an inpatient, the Conditions of Participation govern the patient's care, including the history and physical and establishment of a plan of care.

    ii. If the receiving facility participates in a community wide cardiac or stroke alert system inclusive of pre-hospital patient management by EMS Services under the direction of a qualified physician that allows for diagnosis of an emergent medical condition prior to arrival at the receiving facility, the EMS service may take the patient directly to the Interventional Radiology Suite or the Cardiac Catheterization Lab if the stroke or cardiac alert team, including the appropriately credentialed physician, is present upon arrival of the patient. The awaiting physician in the Unit would perform the additional evaluation and treatment and document such findings in the medical record. The Interventional Radiology Suite or Cardiac Cath Lab would be responsible for ensuring the registration as an emergency patient thus ensuring the patient appears on the Central/ EMTALA log.

    iii. If a facility's transfer coordinator receives a request from a transferring hospital and no specialty bed is available but the DED has capacity and capability to further treat and stabilize the individual and an on-call physician is available, the receiving facility should accept the transfer as an ED to ED transfer. If the Emergency Department of the receiving hospital has exceeded its capacity and capability with individuals waiting to be seen and patients being held on stretchers in the hallways because no beds are available, then the receiving ED can refuse the transfer based upon no capacity and capability if that has been their practice in the past based on the same capacity.

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iv. Each specialty unit shall be responsible for entering the transferred patient's name and pertinent data into the appropriate log as per hospital policy.

6. **Review Process for Any Refused Transfers**

For those situations in which the hospital refuses to accept a transfer from another facility, the hospital and PLC must have in place a procedure to review potential refusals and/or to monitor any refusals of transfer from other facilities. The PLC shall establish a process to notify a hospital of a potential EMTALA violation.

7. **Reporting Potential EMTALA Violations**

Any employee working with the DED, including but not limited to, a medical staff member, house staff member, hospital employee, or contracted individual who works in the DED or other area where EMTALA requirements are applicable and who has reason to believe that a potential violation of the law has resulted in an inappropriate transfer to the hospital as a receiving hospital or from the hospital as a transferring hospital must report the incident to the CEO or CEO's designee such as the Risk Manager or the ECO immediately for investigation.

a. **Receiving Hospitals**. Receiving hospitals have a duty to report any inappropriate transfer received from a transferring institution. A hospital that suspects it may have received an improperly transferred individual (transfer of an unstable individual with an EMC who was not provided an appropriate transfer according to 42 C.F.R. § 489.24(e)(2)), is required to promptly report the incident to the Centers for Medicare & Medicaid Services ("CMS") or the state agency within 72 hours of the occurrence. Failure to report within 72 hours may result in an EMTALA violation by the receiving facility.

b. **Transferring Hospitals**. A participating hospital may not penalize or take adverse action against a physician or a QMP because the physician or QMP refuses to authorize the transfer of an individual with an EMC that has not been stabilized, or against any hospital employee because the employee reports a violation of a requirement of the EMTALA obligations.

8. **Declared Emergencies**

Sanctions under EMTALA for an inappropriate transfer during a national emergency do not apply to a hospital with a DED located in an area that has been declared a national emergency area. Please review the requirements for transfers during a National Emergency contained in the EMTALA – Definitions and General Requirements Policy, LL.EM.001, and consult with the hospital's Disaster and Emergency Preparedness Plan as well as Operations Counsel for additional guidance.

a. **Waiver of Sanctions**. Sanctions under EMTALA for an inappropriate transfer or for directing or relocating an individual who comes to the DED to an alternative off-campus site for the MSE during a national emergency do not apply to a hospital with a DED located in an emergency area if the following conditions are met:

i. the transfer is necessitated by the circumstances of the declared emergency in the emergency area during the emergency period;

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ii. the direction or relocation of an individual to receive medical screening at an alternate location is pursuant to an appropriate State emergency preparedness plan or, in the case of a public health emergency (PHE) that involves a pandemic infectious disease, pursuant to a State pandemic preparedness plan;

iii. the hospital does not discriminate on the basis of an individual's source of payment or ability to pay;

iv. the hospital is located in an emergency area during an emergency period; and

v. there has been a determination that a waiver of sanctions is necessary.

b. **Waiver Limitations**.

i. An EMTALA waiver can be issued for a hospital only if:

- the President has declared an emergency or disaster under the Stafford Act or the National Emergencies Act;
- the Secretary of HHS has declared a PHE; and
- the Secretary of HHS invokes his or her waiver authority including notifying Congress at least 48 hours in advance.

ii. In the absence of CMS notification of area-wide applications of the waiver, the hospital must contact CMS and request that the waiver provisions be applicable to the hospital.

iii. In addition, in order for an EMTALA waiver to apply to the hospital and for sanctions not to apply: (i) the hospital must activate its disaster protocol; and (ii) the State must have activated an emergency preparedness plan or pandemic preparedness plan in the emergency area, and any redirection of individuals for an MSE must be consistent with such plan.

iv. Even when a waiver is in effect, there is still the expectation that everyone who comes to the DED will receive an appropriate MSE, if not in the DED, then at the alternate care site to which they are redirected or relocated.

v. A waiver of these sanctions is limited to a 72-hour period beginning upon the implementation of a hospital disaster protocol, except that if a PHE involves a pandemic infectious disease, the waiver will continue in effect until the termination of the application decision of a PHE or a limitation by CMS. However, the waiver may be limited to a date prior to the termination of the PHE declaration, as determined by CMS. If a State emergency/ pandemic preparedness plan is deactivated in the area where the hospital is located prior to the termination of the PHE, the hospital no longer meets the conditions for an EMTALA waiver and the hospital waiver would cease to be in effect as of the deactivation date. Likewise, if the hospital deactivates its disaster protocol prior to the termination of the PHE, the hospital no longer meets the conditions for an EMTALA waiver and the hospital waiver would cease to be in effect as of the deactivation date.

vi. All other EMTALA-related requirements continue to apply, as do similar

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State law requirements, even when a hospital is operating under an EMTALA waiver. For example, a hospital's obligation to accept an appropriate transfer of an individual under EMTALA cannot be waived if the hospital has the capabilities and capacity to accept such transfer (as discussed in this Policy).

Attachments

EMTALA Memorandum of Transfer_2024pdf.pdf

Approval Signatures

Step Description	Approver	Date

Applicability

TriStar Summit Medical Center

COPY

Status **Active** PolicyStat ID **16009393**

Origination	06/2024	Owner	Angela Shehan: Asst CNO
Last Approved	07/2024	Policy Area	Patient Care - Care of Patients
Last Revised	07/2024	Applicability	TriStar Summit Medical Center
Next Review	07/2027		

EMTALA – Provision of On-Call Coverage Policy

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This policy reflects guidance under the Emergency Medical Treatment and Labor Act (EMTALA) and associated State laws only. It does not reflect any requirements of The Joint Commission or other regulatory entities.

The definitions in the Company EMTALA Policy, LL.EM.001, apply to this and all other Company and facility EMTALA policies.

PURPOSE: To establish guidelines for the hospital, including a specialty hospital, and its personnel to be prospectively aware of which physicians, including specialists and sub-specialists, are available to provide additional medical evaluation and treatment necessary to stabilize individuals with emergency medical conditions (EMCs) in accordance with the resources available to the hospital as required by EMTALA, 42 U.S.C. § 1395dd, and all Federal and State regulations and interpretive guidelines promulgated thereunder.

POLICY: The hospital must maintain a list of physicians on its medical staff who have privileges at the hospital or, if it participates in a community call plan, a list of all physicians who participate in such plan. Physicians on the list must be available after the initial examination to provide treatment necessary to stabilize individuals with EMCs who are receiving services in accordance with the resources available to the hospital. The cooperation of the hospital's medical staff members with this policy is vital to the hospital's success in complying with the on-call provisions of EMTALA. The hospital should make its privileged physicians aware of their legal obligations as reflected in this policy and the Medical Staff Bylaws and should take all necessary steps to ensure that physicians perform their obligations as set forth herein and in each document.

PROCEDURE:

Develop an On-Call Schedule. The facility's governing board must require that the medical staff be responsible for developing an on-call rotation schedule that includes the name and direct telephone number or direct pager of each physician who is required to fulfill on-call duties. Practice group names

Status **Active** PolicyStat ID **18046236**

Origination	12/2018
Last Approved	05/2025
Last Revised	05/2025
Next Review	05/2028
Owner	Ashley Gasser: Dir Emergency Svcs FSED
Policy Area	Department Specific - Emergency Department
Applicability	TriStar Summit Medical Center

Mt. Juliet Freestanding Emergency Department Patient Transport Policy and Procedure

COPY

Patient Stabilization and Transport/Transfer from Mt. Juliet Emergency Department

Purpose:

To outline procedure for movement of individual patients from the Mt. Juliet Freestanding Emergency Department (FSED) to TriStar Summit Medical Center main campus or other facility.

Policy:

The FSED is an outpatient, off campus department of TriStar Summit Medical Center. Transporting a patient to the main facility is not considered a transfer in terms of EMTALA.

Procedure:

A. **Patient Movement to Main Hospital Emergency Department (TriStar Summit Medical Center):**

1. When indicated, patients will be transported to the main campus for a higher level of care or for care and services not readily available.
2. Costs related to patient transportation are the responsibility of TriStar Summit Medical Center.
3. Patients are transported via ambulance and coordinated through the TriStar Patient Logistics Center. If the patient refuses transport, via ambulance, the patient/ representative should sign a release Against Medical Advice (AMA) form for transport.
4. For emergent transfers, staff will call 911.

5. Copies of the medical records, as indicated, are sent with the patient. The patient account remains the same.

B. **Observation/Inpatient Admissions to Main Hospital (TriStar Summit Medical Center):**

1. Nurse enters appropriate information into Teletracking for Bed Management for patients requiring admission to TriStar Summit Medical Center.
2. Once a bed is assigned, the Transport Coordination Center at the Patient Logistics Center will arrange appropriate transport for the patient.
3. The FSED Nurse prints report per policy or calls the nursing report to the receiving nursing unit. Copies of the medical records are transported with the patient. The patient account remains the same.

C. **Patient Transfer for Services Not Provided at TriStar Summit Medical Center:**

1. The patient Transfer Policy is followed to secure accepting facility and physician services that are needed by the patient but not provided by the main facility (TriStar Summit Medical Center).

COPY

Approval Signatures

Step Description	Approver	Date
Hospital Policy and Procedure	Katherine Lasater: RN PRN	05/2025
CNO	Faybria O'Neill: CNO Summit Med Ctr	04/2025

Applicability

TriStar Summit Medical Center

Attachment 5C-1

License

License No. 33
No. Beds 234

State of Tennessee

Health Facilities Commission

Board for Licensing Health Care Facilities

This is to certify that a license is hereby granted by the Health Facilities Commission to HCA HEALTH SERVICES OF TENNESSEE, INC to conduct and maintain an Hospital
TRISTAR SUMMIT MEDICAL CENTER
Located at 5655 FRIST BOULEVARD, HERMITAGE TN 37076
County of DAVIDSON, TENNESSEE.

The license shall expire April 20, 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 22nd day April, 2025.

GENERAL HOSPITAL
PEDIATRIC GENERAL HOSPITAL
STEMI-RECEIVING CENTER
STROKE RELATED-OTHER
TRAUMA CENTER LEVEL 3

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

By
Executive Director

COPY

Attachment 5C-2

Medical Director Letter of Support and CV

TriStar Summit
MEDICAL CENTER

June 25, 2025

Mr. Logan Grant
Executive Director
Tennessee Health Facilities Commission
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, Tennessee 37243

Re: TriStar Lebanon CON Application

Dear Mr. Grant:

Hello,

I currently serve as the Regional Medical Director of TriStar Health Emergency Departments and have served in that role since October 2017. In addition, I serve as the Chief of the TriStar Summit Medical Center Emergency Department, the TriStar Mt. Juliet Freestanding Emergency Department ("TriStar Mt. Juliet FSED") and continue to work at TriStar Summit as a staff physician at TriStar Summit. Except for a stint from 2014 to 2017 in Florida, I have worked at TriStar Summit Medical Center since 1998. I also served as the Medical Director of the Emergency Department from 2005 through 2014. As a result of my background and experience in this capacity, I'm extremely familiar with the healthcare needs in our area. This letter is to convey my full support for TriStar Summit Medical Center's CON application to develop a new freestanding emergency department in Lebanon, Tennessee.

Since I began working at TriStar Summit in 1998, I have witnessed the incredible growth of Wilson County, which is only expected to continue. The traffic and congestion around I-40, especially during rush hour, has grown substantially. More families are relocating to Wilson County, including Lebanon. Having a freestanding emergency department in Lebanon will significantly reduce the amount of time needed to travel to an ER.

In addition, the TriStar Lebanon FSED will provide much needed relief to the emergency departments in Wilson County. In 2010, TriStar Summit had around 46,600 emergency room visits. At present, between the main campus and the TriStar Mt. Juliet FSED, TriStar Summit is on track to see over 71,000 visits. This increase in emergency visit volume is not limited to TriStar Summit.

Moreover, all of the emergency departments in Wilson County and TriStar Summit (on the border of Wilson County and Davidson County) are operating well in excess of the recommendations of the American College of

5655 Frist Boulevard
Hermitage, TN 37076
TriStarHealth.com

HCA Healthcare

Emergency Physician ("ACEP") Guidelines for hospitals of their respective size. A hospital the size of Vanderbilt Wilson County Hospital ("VWCH") should see between 1,200 and 1,429 visits per room depending on the classification, which we do not know. From July 1, 2022, to June 30, 2023, VWCH saw 1,662 visits per room. Likewise, a hospital of TriStar Summit's size should see 1,216 visits per room. In the calendar year 2024, the main campus had 1,304 visits per room. Finally, TriStar Mt. Juliet FSED should see 1,389 visits per room. In the calendar year 2024, there were 2,065 visits per room. Despite the challenges, TriStar Summit and TriStar Mt. Juliet FSED maintained excellent length of stay (141 minutes) and left without being seen numbers (0%).

My number one concern is always for the patients. At the Mt. Juliet FSED, we see patients with emergent cardiac and neurological issues often. Patients have a level of trust in us there, which is evidenced by the comments we receive monthly as well as our reputation for delivering emergent lifesaving and life-improving care daily. Our patients in the service area will greatly benefit from the TriStar Lebanon FSED. It will enhance the access to its patient base who currently have limited access to emergency care, while also relieving the capacity constraints at the TriStar Mt. Juliet FSED and TriStar Summit's main campus ED.

I would deeply appreciate your approval of TriStar Summit's CON application for this free-standing emergency room in Lebanon.

Sincerely,

Dr. ~~Brad~~ Hoover
Regional Chief – TriStar Emergency Departments
Site Chief – TriStar Summit Medical Center and TriStar Mt. Juliet FSED

Brad W. Hoover, M.D.

Regional Chief - TriStar Emergency Depts
Site Chief – Summit Medical Center Emergency Dept and Mt. Juliet FSED

Phone: (615) 948-9504 (c)
Email: bwhoover64@gmail.com

EDUCATION

9/*82- 5/85* Bachelor of Science; University of Tennessee, Martin
9/*85- 6/89* Doctor of Medicine, University of Tennessee, Memphis

EMPLOYMENT

06/*2017* - present: Regional Medical Director (Chief), TriStar EDs
06/2019 - present: Chief, Mt Juliet Freestanding ED
06/2025 – present: Chief, Summit Medical Center Emergency Dept
06/2014 – 10/17: Chief, Doctors Hospital of Sarasota
01/98 - present*:* Medical Staff Physician, ED. Summit Med Ctr Nashville
2005-2014: Medical Director, Emergency Dept

7/96-6/98 U.S. Army Medical Staff Emergency Physician
Blanchfield Army Community Hospital
Ft. Campbell, KY
1997-1998: Chief of Emergency Services

7/*93-6/96* Resident, Emergency Medicine, Brooke Army Medical Center Fort Sam Houston, TX
1996: Chief Resident

7/*90-6/93* General Medical Officer, 1st Armored Division
Nuremberg, Germany
1990-1991: Chief, Troop Medical Clinic
12/90-04/91: Brigade Surgeon, 1st AD Artillery Desert Shield/Storm
5/91-6/93: Staff ED Physician 98th Gen Hospital

7/*89-6/90* Internship, Int. Medicine, Beaumont Army Medical Center El Paso, TX

CERTIFICATIONS

American Board of Emergency Medicine, 1997
Recertification, 2007 and 2017

LICENSURES

I currently hold active medical licenses in the states of Tennessee and Florida.

PUBLICATION

Acute Bilateral Blindness *Academic Emergency Medicine*; Nov 1996

PROFESSIONAL ORGANIZATIONS

Tennessee Medical Association
**Graduate, Physician Leadership Council 2013*

AWARDS and RECOGNITION

Eagle Scout	1981
Bronze Star Medal - Desert Shield/Storm	1991
Meritorious Service Medal – U.S. Army	1998
Attendee, ACEP ED Directors Academy (parts 1-3)	2005-06
Frist Humanitarian Award – Summit Medical Center	2009
Board Member, Small World Ministries	2009 - 2021
Board President	2018 - 2021
Author, *A Hero in a Bandana* (Academy Park Press)	2014

PERSONAL

Spouse – Michelle Hoover (m. 1989). Children: Liam (b. 1993), Aubrey (b. 1997), and Gabriel (b. 2007).

Interests – cycling, hiking, travel.

Philanthropic focus – adoption awareness and champion, pediatric cancer support for families, missionary medical trips Haiti (2010) and Honduras (2011)

TriStar Summit
MEDICAL CENTER

June 25, 2025

Mr. Logan Grant
Executive Director
Tennessee Health Facilities Commission
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, Tennessee 37243

Re: TriStar Lebanon CON Application

Dear Mr. Grant:

This letter is to convey my full support for TriStar Summit Medical Center's CON application to develop a new freestanding emergency department in Lebanon, Tennessee. Currently, I serve as TriStar's Regional Vice President for Hospital Based Services, and I previously served as Emergency Department Medical Director at TriStar Horizon Medical Center and TriStar Natchez FSED. I have been a resident of Middle Tennessee for over 20 years. Accordingly, I am keenly aware of the operational needs of the TriStar Summit Emergency Department and the TriStar Mt. Juliet FSED.

In recent years, I have witnessed the incredible growth of Wilson County, which is only expected to continue. More families are relocating to Wilson County, including Lebanon, which is no longer the small town that it was 20 years ago. The traffic and congestion around I-40, especially during rush hour, has grown substantially. Having a freestanding emergency department in Lebanon will significantly reduce the amount of time needed to travel to an ER.

In addition, the TriStar Lebanon FSED will assist in relieving the capacity challenges seen at TriStar Summit, TriStar Mt. Juliet FSED, and Vanderbilt Wilson County Hospital (VWCH"). In 2024, the American College of Emergency Physician ("ACEP") recommended that a high range emergency department, such as TriStar Summit's main campus, see 1,216 visits per room. TriStar Summit is exceeding that standard with a patient volume of over 1,300 visits per bed per year. Likewise, the ACEP guidelines recommend that a low range emergency department, such as TriStar Mt. Juliet see 1,389 visits per treatment room. Currently, it exceeds the visits per treatment room with a patient volume of over 2,000 patient visits per room. Finally, VWCH currently should see between 1,200 and 1,429 visits per treatment room per year, and in fiscal year 2023, VWCH treated over 1,600 patients per treatment room. These volumes are only expected to increase.

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Hermitage, TN 37076
TriStarHealth.com

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HCA Healthcare

In 2010, TriStar Summit had around 46,600 emergency room visits. At present, between the main campus and the TriStar Mt. Juliet FSED, TriStar Summit is on track to see over 71,000 visits. This increase in emergency visit volume is not limited to TriStar Summit.

A well-placed FSED can save lives. I have seen this time-sensitive, life-saving treatment have tremendous impact for each Free-Standing ED which I serve, and I am certain the TriStar Lebanon FSED will serve a similar purpose for our neighbors in Lebanon

I strongly urge you to approve TriStar Summit's CON application for this free-standing emergency room in Lebanon.

Sincerely,

Matthew B Tincher MD

Dr. Matt Tincher

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Attachment 5C-3

Most Recent Quality/Patient Safety Plan

Status Active PolicyStat ID 17912603

Origination	06/2004
Last Approved	04/2025
Last Revised	04/2025
Next Review	04/2026

Owner	Kaylee Allen: Div Coord Quality
Policy Area	Admin - Improvement Organizational Performance
Applicability	TriStar Summit Medical Center

Plan for Performance Improvement

COPY

Introduction and Purpose:

Per our Hospital's Mission Statement and values, the Plan for Performance Improvement at TriStar Summit Medical Center is an integrated organization wide program. The philosophy is to improve quality and safety, achieve optimal patient satisfaction, and reduce errors and risk to patients. Tristar Summit Medical Center contracted with HCA Patient Safety Organization, LLC ("HCA PSO, LLC"), a federally certified Patient Safety Organization ("PSO"), to receive assistance in conducting a wide variety of patient safety activities intended to reduce medical errors in a legally protected environment.

Objectives:

- Define the expectations and roles of leadership within the organization for active participation in patient safety and performance improvement;
- Assure that quality, safety, and appropriateness of patient care are delivered in an efficient and competent manner;
- Ensure a proactive prevention program to reduce patient risk and promote safety;
- Facilitate an environment which:
    - Minimizes individual blame or retribution for involvement in an error/adverse event;
    - Encourages recognition and acknowledgment of risks to patient safety and medical health errors;
    - Initiates action to reduce risks;
    - Encourages internal reporting of identified opportunities and actions taken;
    - Focuses on processes and systems;
    - Encourages organizational knowledge about medical health care errors/adverse events to effect behavioral changes in the environment.
- Assure that new or modified processes are designed well, are consistent with the mission, values, goals, and objectives and are clinically sound and current, using clinical practice guidelines, literature, and

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clinical standards;

- Assure that performance expectations are established for new and modified processes;
- Measure actual performance of new or modified processes and compare with performance expectations;
- Identify, focus, analyze, and correct processes or systems, which have the potential to impede quality patient care;
- Address our patients' needs and expectations;
- Promote interdepartmental communication and collaboration with a systematic approach to problem solving;
- Develop performance measures consistent with our strategic priorities;
- Integrate and coordinate organizational performance improvement activities in order to increase effectiveness, eliminate duplication of efforts, and promote proper utilization of staff and resources;
- Educate the organization's leaders and staff in the principles and tools of performance improvement and patient safety;
- Comply with standards set forth by the state and federal agencies and other regulatory and accreditation bodies.

Organization

(See Appendix A, **Organization Chart**):

The Plan for Performance Improvement encompasses activities of the Board of Trustees, Administration, Leadership Team, Medical Executive Committee, Medical Staff, Performance Improvement Committee (PI Committee), Patient Care Services, and Ancillary Services to include all hospital employees and volunteers, regardless of terms of employment (i.e.: contract, regular, part-time, or PRN.)

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MEDICAL STAFF DEPARTMENTS

Medical Staff Departments meet quarterly to review and discuss department specific performance measures.

Department of Medicine	***Department of Emergency Medicine***	***Department of Surgery***	***Department of Pediatrics***	***Department of OB/ GYN***
• Internal Medicine • Family Practice • Radiology • Tele-Psychiatry • Cardiology • Gastroenterology • Neurology • Tele-Neurology • Intraoperative Monitoring	• Mt. Juliet Freestanding Emergency Room • Main Emergency Department	• Surgery • Anesthesia • Orthopaedics • Neurosurgery • Pathology • Physical Medicine & Rehabilitation • Dentistry	• Pediatrics • Neonatology	• Obstetrics • Gynecology

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PERFORMANCE IMPROVEMENT/PATIENT SAFETY MEDICAL STAFF COMMITTEES

Bylaws	Total Joint Committee	Infection Prevention & Control
Credentials	Surgical Advisory Council	Neuroscience
Medical Executive Committee (MEC)	Oncology	Pharmacy and Therapeutics (P&T)
Professional Practice Evaluation Committee (PPEC)	Trauma PI	Hospital Performance Improvement (PI)
Trauma Outcomes	Cardiovascular Service Line Committee	Leadership Council
Tumor Board	Spine Program	Antimicrobial Stewardship
Neurovascular Case Conference	Inpatient Rehabilitation Stroke Committee	

PERFORMANCE IMPROVEMENT/PATIENT SAFETY HOSPITAL COMMITTEES

Nursing Leadership Council	Medication Safety
Nursing Professional Practice Council	Environment of Care
Perinatal Risk	Hospital Policy and Procedure
Employee Advisory Group	Forms Committee
Health Information Management/Information/Utilization Review	Clinical Ethics
Sepsis Committee	Radiation Safety
Emergency Department Steering	Diversity Equity and Inclusion Committee
Patient Safety Committee	Employee Advisory Group
Critical Care Committee	

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Authority and Accountability

The **Board of Trustees** has the ultimate authority and responsibility to ensure safety and quality of care. The Board of Trustees is vested with the ultimate responsibility for:

1. Ensuring the performance improvement/patient safety program is defined, implemented, and maintained.
2. Delegating the prioritization of improvement efforts and resource allocation to the PI Committee.
3. Providing for data collection and analysis, identification of undesirable patterns or trends, and subsequent improvement activities.
4. Systematically evaluating the effectiveness of the organizational-wide PI/patient safety function.
5. Developing and maintaining a proactive preventative patient safety program

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6. Managing serious safety events and the performance of serious event analyses to determine risk reduction strategies, implementation of those strategies; and monitoring of resulting outcomes to prevent recurrences

The authority for implementation of this function is performed in conjunction with the Medical Executive Committee and the hospital Chief Executive Officer.

The **Medical Executive Committee** is directly responsible to the Board of Trustees for oversight and reporting performance improvement and patient safety activities by members of the medical staff and TriStar Summit Medical Center staff, contract staff, and volunteers. The Medical Executive Committee assigns responsibility for:

1. Assuring through its officers, departments, committees, interdisciplinary teams, and individual members participation in and implementation of activities to improve the quality and safety of medical care, including medical assessment and treatment of patients, and efficiency of clinical practice patterns;
2. Sharing in the responsibility for developing and reviewing policies and recommending standards that influence the quality and safety of patient care;
3. Assuming responsibility for setting standards for professional and ethical practices in the professional practice evaluation process for the medical staff;
4. Implementing and maintaining a systematic review of credentialing and privileging of Medical Staff appointees, including documentation of competency, outcomes with comparative data, performance improvement, and patient safety results as appropriate;
5. Monitoring and evaluation of patient care, medical staff committees, PI committees and teams, and the hospital-wide PI Committee;
6. Supporting medical staff members and others involved in "Serious Safety Events";
7. Fostering communication and coordination among medical and hospital staff in order to coordinate patient care and improve patient safety;
8. Participating in activities to measure, assess, and improve patient safety on a departmental, specialty, and organization wide basis; and
9. Acting on the recommendations of the PI Committee, which include the identification of variance(s), implementation of actions, monitoring of results, and approval/revision of policies and processes.

The Hospital Performance Improvement (PI Committee) is an interdisciplinary hospital-wide committee, with representation from the hospital leadership and medical staff. It is responsible for the oversight of patient safety and performance improvement activities within the hospital. The PI Committee is responsible to the Medical Executive Committee and Board of Trustees for:

1. Establishing priorities for performance improvement, staffing effectiveness, and patient outcomes.
2. Allocating sufficient human, information system, physical and financial resources to support the patient safety and performance improvement program.
3. Ensuring proactive risk reduction actions are taken to reduce risk and improve patient safety.
4. Assuring intense analysis and implementation of risk reduction actions in a medical/health care error or sentinel event.
5. Determining the definition of a "Serious Safety Event" and creating a process for thorough and credible serious event analysis which focuses on processes and system factors and reporting as appropriate.
6. Determination of and scope of distinct performance improvement projects which are proportional to the scope and complexity of services offered.
7. Supporting an environment that builds and supports a non-punitive culture for the reporting of medical/

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health care errors.

8. Ensuring that performance improvement activities are effectively producing improvements in patient safety and quality.
9. Setting organizational-wide performance improvement activities and re-prioritization as appropriate.
10. Assuring priorities are consistent with the overall strategic plans of the hospital.
11. Managing organization-wide planning, designing, measurement, assessment, and improvement processes to improve the performance of the organization's governance, management, patient safety, clinical, and support processes.
12. Identifying and monitoring focus teams to concentrate investigation on the improvement of processes affecting these identified priority activities.
13. Assuring the organization's staff is trained in patient safety and the process of performance improvement.
14. Using patient safety and performance improvement results, as appropriate, to provide information pertinent to an individual's performance or competency review.
15. Analyzing and evaluating effectiveness of the Performance Improvement Plan and Program.
16. Monitoring progress towards improving and maintaining hospital-wide compliance with patient safety goals, objectives, and targets.
17. Overseeing a comprehensive organization-wide patient safety program in its efforts to reduce adverse events and making recommendations for corrective actions to reduce risk of recurrence.
18. Coordinating and overseeing data collection, data analysis, performance or process improvement, and follow up activities related to patient safety to ensure desired results are obtained.

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The **Patient Safety Committee** interfaces with the PI Committee through active participation with the Medical Staff and hospital's Performance Improvement Committees. The Patient Safety Committee provides data collection, trending, and analysis of serious safety events and other patient safety concerns. Claims and safety reports are provided to the Medical Executive Committee and Board of Trustees at least quarterly. Trending of safety event reporting and close call reporting data is used for patient safety and performance improvement initiatives, projects, and ad hoc performance improvement teams.

The Leadership Team including Department Directors is responsible for:

1. Continuously analyzing and improving their department's performance
2. Setting expectations, plans, and managing processes to measure, assess, and improve the hospital's governance, management, clinical, and support activities
3. Ensuring that an integrated patient safety program is implemented throughout the organization
4. Educating staff on serious safety events and responding appropriately when they occur
5. Establishing and supporting the culture necessary for patient safety and performance improvement through planning, education, providing adequate time and resources; and empowering staff as appropriate to openly report and discuss errors, patient safety, and quality concerns
6. Assuring that staff is accountable for patient safety
7. Maintaining appropriate quality control programs
8. Participating in the ongoing implementation of patient safety and performance improvement initiatives
9. Providing PI data and projects to staff as appropriate

Medical Staff performance improvement is performed at the department and committee level, with the PI

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Committee overseeing its performance improvement and patient safety functions activities. The quality of care provided by individual practitioners is overseen by the Professional Practice Evaluation Committee, with recommendations to the Medical Executive Committee as indicated. The Medical Staff responsibilities include:

1. Providing a leadership and participatory role in patient safety and performance improvement activities. As part of the patient safety and performance improvement process, there are reviews of the appropriateness of diagnosis, treatment, and invasive procedures
2. Improving patient safety, the care and/or processes, which occur most frequently, are high risk, problem prone, related to customer service, strategic planning or the mission, and values of the organization. These activities may be within or across departments
3. Each Medical Staff department and committee will carry out its designated performance improvement functions, as mandated by the Medical Staff Bylaws and Rules and Regulations. The chairmen are responsible for implementing those functions and for providing necessary reports and other communication to the PI Committee and/or to medical staff departments and committees.
4. Developing criteria and for Ongoing Professional Practice Evaluation (OPPE), which includes gathering relevant information and integrating this data into performance improvement activities (see *Ongoing Professional Practice Evaluation* policy)
5. Developing criteria and clearly defining the triggers for Focused Professional Practice Evaluation (FPPE) (see *FPPE Policy to Confirm Practitioner Competence & Professionalism*)
6. Identifying circumstances in which a more intensive or focused review will be required to determine whether a practitioner's performance may require further action to improve the practitioner's performance
7. Accumulating information pertinent to physician performance relating to patient outcomes as part of an individual performance improvement profile to be secured separately and will be considered as part of the reappointment process, including OPPE and FPPE
8. Identifying indicators, collection of data for each indicator, reach conclusions, and making recommendations to initiate actions to improve processes, systems, or functions

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Employees are responsible for:

1. Participating in patient safety and performance improvement activities
2. Complying with hospital-wide policies, procedures, standards, and national patient safety goals
3. Identifying and working towards elimination of unsafe conditions
4. Incorporating patient safety, performance improvement principles, and values into their work processes

Performance Improvement Methodology:

TriStar Summit Medical Center employs a systematic approach to improving performance. The PDSA (**PLAN, DO, STUDY, ACT**) model for performance improvement and/or LEAN concept are the tools utilized throughout the organization for assessing, measuring, designing, executing, evaluating improvement opportunities, and reducing/eliminating waste.

Steps	PDSA Subsets	Useful Tools
P	**Plan** the improvement. • Plan the implementation of the improvement • Plan the continued data collection	Data collection Brainstorming

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Steps	PDSA Subsets	Useful Tools
D	**Do** the improvement process. • Make the change • Measure the impact of the change	Flowchart Data Collection Methods Run Chart
S	**Study** the results. • Examine data to determine whether the change led to expected improvement	Pareto Diagram; Run Chart Cause and Effect Diagram; Histogram Control Charts; Customer Surveys
A	**Act** to hold the gain and continue to improve the process. • Develop a strategy for maintaining the improvements • Determine whether or not to continue working on the process	Flowchart Group Decision Making Tools

LEAN

LEAN is a process improvement methodology with a basic premise of keeping production flowing continuously. Anything that interferes with the flow of the process is considered waste. LEAN methodology is designed to improve profitability, customer satisfaction, through-put time, and employee morale by eliminating such things as defects, overproduction, waiting, excess inventory, over processing, and underutilization. LEAN focuses on the patient, as well as, health care professionals and staff. The LEAN process emphasizes the patient as the primary customer with a focus on designing processes and physical spaces with the patient in mind. LEAN supports health care professionals and staff to maximize their patient care time and activity.

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Reporting and Project Structure:

The reporting systems for the organization-wide performance improvement program of TriStar Summit Medical Center are designed to provide systematic communication of information and feedback related to data collection, review, and subsequent improvement of specific processes or outcomes. The Quality Management Department is responsible for coordination and aggregation of comparative measurement data. The PI Committee and Professional Practice Evaluation Committee provide recommendations to the Medical Executive Committee (MEC). The MEC provides a quarterly summary report with trending, as well as measurable improvement, to the Board of Trustees. Appraisal of the patient safety and performance improvement activities and effectiveness are reported at least annually. As a member of HCA's PSO, Summit will be receiving and exchanging patient safety information with the HCA Patient Safety Organization, including event or incident reports and investigations, analytic tools such as Serious Event Analyses, patient safety communications, quality reviews, and other documents aimed at improving patient safety. Documents are submitted in a secure environment for reporting patient safety and close calls and other information created to further patient safety efforts.

When processes, functions or services are planned or redesigned, the following will be considered and incorporated to assure they are well designed and effective:

1. Process meets the needs and expectations of the individuals served, staff, and others.
2. Process will be consistent with the hospital's mission, vision, values, goals, and strategic plans.
3. Process is consistent with sound business practices.

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4. Incorporates results of performance improvement activities, when available.
5. Incorporates current safety information and knowledge from literature to include Sentinel Event data and National Patient Safety Goals.
6. Considers current and relevant knowledge, when available (practice guidelines, successful practices, information from relevant literature, and clinical standards).
7. Considers information about Serious Safety Events, when available and relevant.
8. Utilizes testing and analysis to determine whether the proposed design or redesign is an improvement.
9. Evaluates and assures sustained improvement or in the case of a new service, that the goal of the service or process is met.

Potential new services are identified by an assessment of community needs, expectations of patients and their families, and health care service needs by the community leaders. Potential services are then evaluated by administration for both operational and financial feasibility and if approved, incorporated into the budget and strategic planning processes.

Training and Education:

Leaders allocate adequate resources for measuring, assessing, and improving the hospital's performance and patient safety. Adequate time and sufficient staff are provided to conduct activities for performance improvement and safety improvement activities. Training and education are provided at every level of the organization and are accomplished through the following means:

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1. New hire orientation for employees joining the hospital staff.
2. New physician orientation for medical staff joining the organization.
3. Articles in newsletters for the hospital and medical staff.
4. Annual mandatory education program for hospital staff.
5. Leadership and Management meetings.
6. Administrative meetings.
7. Educational fairs and celebrations.
8. Use of patient safety and performance improvement resources, publications, policies, procedures, and tools available to staff.
9. PI Committee meetings for hospital and Medical Staff leaders.
10. Quarterly reporting to medical staff meetings, Medical Executive Committee, and the Board of Trustees.

Benchmarking:

Benchmarking is a tool used for the purpose of continuous and comparative measurement of a process, product, or service. Competitive benchmarking occurs when an organization's processes are compared with best practices within the industry. Internal benchmarking occurs when similar processes within the same organization are compared. This is one of the foundations of both patient safety and performance improvement.

Data Collection:

Data collection and measurement provides the foundation of all performance improvement activities and help to determine performance improvement priorities. The data collected for high priority and required areas are

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used to monitor the stability of existing processes, identify opportunities for improvement, changes that lead to improvement, or to sustain improvement. Data collection helps identify specific areas that require further study. Data collection has a defined source, frequency, and intensity.

The purpose of systematic data collection is to:

1. Establish a performance baseline.
2. Describe process performance or stability.
3. Describe the dimensions of performances relevant to functions, processes, or outcomes.
4. Identify areas for more focused collection.
5. Sustain improvement.

Data is collected for priorities identified by leaders:

1. National Patient Safety Goals (Joint Commission)
2. Joint Commission/CMS Core Measure Indicators: (National Hospital Quality Measures)
3. High Risk Populations (High Volume, High Risk, Problem Prone)
4. A minimum of one high risk process is identified every 18 months for a proactive risk assessment, Failure Mode and Effects Analysis (FMEA).
5. Environment of Care Performance Improvement Monitors
6. Requirements of entities such as National Quality Forum, etc.
7. Medication Management
8. Blood and Blood Product use
9. Restraint and Seclusion use
10. Operative and Invasive Procedures
11. Rapid Response Team Intervention, Resuscitation, and Outcomes
12. Patients perceptions of care, treatment, and services which include:
    a. Their specific needs and expectations
    b. How well the hospital meets these needs and expectations
    c. How the hospital can improve patient safety
13. Staff opinions, perceptions, and needs to include:
    a. Staff specific opinions and needs
    b. Staff perceptions of risks to individuals and suggestions for improving patient safety
    c. Staff willingness to report unanticipated adverse events
14. Relevant information from the activities below is integrated into quality improvement initiatives:
    a. Risk management
    b. Utilization management
    c. Quality control
    d. Infection control, surveillance and reporting
    e. Autopsies, when applicable
15. Patient Throughput

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16. AHRQ (Agency for Healthcare Research and Quality)
17. HACs (Hospital Acquired Conditions)
18. SPAEs (Serious Preventable Adverse Events)
19. Clinical Contract Metrics
20. Patient Safety Indicators and Inpatient Quality Indicators
21. Antimicrobial Use and Resistance

Data Aggregation and Analysis:

Aggregating and analyzing data allows the organization to use this information to draw conclusions about its performance of a process or outcome by transforming data into information. Aggregating data at points in time enables the hospital to judge a particular process's stability or a particular outcome's predictability in relation to performance expectations. Accumulated data is analyzed in such a way that current performance levels, patterns, or trends can be identified. The organization must also compare its performance over time and with other sources of information. As a member of HCA's PSO, Patient safety work product ("PSWP") is not subject to subpoena or discovery in state or federal court, in administrative proceedings, or pursuant to the Freedom of Information Act ("FOIA"); and cannot be disclosed except as permitted under the Patient Safety and Quality Improvement Act ("PSQIA") and its associated regulations.

Undesirable patterns or trends in performance are analyzed:

1. When data comparisons indicate that levels of performance, patterns, or trends vary substantially from those expected
2. For those topics chosen by leaders as performance improvement priorities
3. When undesirable variation occurs, priorities change

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An event analysis or serious event analysis is performed on all serious safety events outlined under "General Definitions" #5.

Information from data analysis is used to:

1. Identify and implement changes that will improve the quality of care, treatment, and services
2. Identify and implement changes that will reduce the risk of sentinel events
3. Identify and implement changes that will improve patient safety
4. Evaluate changes made to improve processes or outcomes to ensure that they achieve the expected results
5. Undertake appropriate actions when planned improvements are not achieved or sustained

Confidentiality, Conflict of Interest and Immunity from Liability:

Confidentiality: Confidentiality is maintained throughout the organization. Collected data is shared on a need-to-know basis. Comparative data of a general nature are shared with decision-making groups for the purpose of added insight into proposed solutions and recommended actions. For Performance Improvement activities, protected patient information is kept confidential.

Conflict of Interest: No physician/employee shall be responsible for reviewing his/her own care. When only one physician in a specialty or sub-specialty is on the medical staff, practice will be reviewed within the

expertise of the department or division, if applicable. If practice is not within the expertise of the department or with in the division is questioned, provision will be made to have cases evaluated by an outside expert in the same medical specialty (refer to the Professional Practice Evaluation Policy).

Immunity from Liability: If a professional review action of a professional review body meets the entire standard specified in section 11112 (a) of the Health Care Quality Improvement Act (PL199.660) regarding the professional review body; any person acting as a member or staff to the body; any person under a contract or other formal agreement with the body and any person who participates with or assists the body with respect to the action, they shall not be liable in damages under any law of the United States or, any state with respect to the action except as related to civil rights actions. Pursuant to the Tristar Summit Medical Center Medical Staff Bylaws, these reports, data, and discussions are considered peer review findings and are held as protected by Tennessee Peer Review Law of 1967 (Annotated Section 63-6-219).

General Definitions:

1. Error: An error is an unintended act, either of omission or commission, or an act that does not achieve its intended outcome.
2. Hazardous Condition: Any set of circumstances (exclusive of disease or condition for which the patient is being treated) which significantly increases the likelihood of a serious adverse event.
3. Medical Error: Any event (unanticipated outcome) within the control of a provider that results in harm and requires a new or modified physician intervention for the management of the patient's medical care.
4. Near Miss: Used to describe any process variation which did not affect the outcome but one in which a recurrence would cause a significant chance of serious adverse outcome.
5. Serious Safety Event (SSE) is qualified if it meets one of the criteria below:
    a. A largely, if not entirely, preventable adverse patient event that is not primarily related to the natural course of the patient's illness or underlying condition that reaches a patient and results in death, severe physical harm (regardless of duration of harm), permanent physical harm (regardless of severity of harm), or permanent psychological harm.
    b. Regardless of the severity of harm caused to the patient, the event is indicative of a serious gap in safety systems, policies, or processes that directly increases risk of future occurrence of an SSE.
    c. In addition to the above definition, the list below contains some events that meet the SSE criteria; however, this is not an exhaustive list:
        i. Death caused by self-inflicted injurious behavior if any of the following apply:
            - While in a health care setting
            - Within 7 days of discharge from inpatient services
            - Within 7 days of discharge from emergency department (ED)
            - While receiving or within 7 days of discharge from the following behavioral health care services: Day Treatment/Partial Hospitalization Program (PHP)/Intensive Outpatient Program (IOP), Residential, Group Home, and Transitional Supportive Living
        ii. Unanticipated death or severe harm of a full-term infant
        iii. Homicide of any patient receiving care, treatment, and services while on site at the organization or while under the care or supervision of the organization
        iv. Homicide of a staff member, licensed practitioner, visitor, or vendor while on site at

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the organization or while providing care or supervision to patients.

v. Any intrapartum maternal death

vi. **Severe maternal morbidity*** (leading to **permanent harm*** or **severe harm***)

vii. **Sexual abuse/assault*** of any patient receiving care, treatment, and services while on site at the organization or while under the care or supervision of the organization

viii. Sexual abuse/assault of a staff member, licensed practitioner, visitor, or vendor while on site at the organization or while providing care or supervision to patients

ix. Physical assault (leading to death, permanent harm, or severe harm) of any patient receiving care, treatment, and services while on site at the organization or while under the care or supervision of the organization

x. Physical assault (leading to death, permanent harm, or severe harm) of a staff member, licensed practitioner, visitor, or vendor while on site at the organization or while providing care or supervision to patients

xi. Surgery or other **invasive procedure*** performed at the wrong site, on the wrong patient, or that is the wrong (unintended) procedure for a patient regardless of the type of procedure or the magnitude of the outcome

xii. Discharge of an infant to the wrong family

xiii. Abduction of any patient receiving care, treatment, and services

xiv. Any elopement (that is, unauthorized departure) of a patient from a staffed around-the-clock care setting (including the ED), leading to death, permanent harm, or severe harm to the patient

xv. Administration of blood or blood products having unintended ABO and non-ABO (Rh, Duffy, Kell, Lewis, and other clinically important blood groups) incompatibilities, hemolytic transfusion reactions, or transfusions resulting in death, permanent harm, or severe harm

xvi. Unintended retention of a foreign object in a patient after an invasive procedure, including surgery

xvii. Severe neonatal hyperbilirubinemia (bilirubin >30 milligrams/deciliter)

xviii. Fluoroscopy resulting in permanent tissue injury when clinical and technical optimization were not implemented and/or recognized practice parameters were not followed.

xix. Any delivery of radiotherapy (i.e., external beam radiation, stereotactic radiation, and brachytherapy) to the wrong patient, wrong body region, unintended procedure, or >25% above the planned radiotherapy dose

xx. **Fire***, flame, or unanticipated smoke, heat, or flashes occurring during direct patient care caused by equipment operated and used by the hospital. To be considered a sentinel event, equipment must be in use at the time of the event; staff do not need to be present.

xxi. Fall in a staffed-around-the-clock care setting or fall in a care setting not staffed around the clock during a time when staff are present resulting in any of the following:

- Any fracture
- Surgery, casting, or traction
- Required consult/management or comfort care for a neurological (for

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example, skull fracture, subdural or intracranial hemorrhage) or internal (for example, rib fracture, small liver laceration) injury

- A patient with coagulopathy who receives blood products as a result of the fall
- Death or permanent harm as a result of injuries sustained from the fall (not from physiologic events causing the fall)

xxii. Death or severe harm:

- Associated with medication error involving wrong drug, wrong dose, wrong patient, wrong time, wrong rate, wrong preparation or wrong route of administration
- Of patient or staff associated with the introduction of a metallic object into the MRI area
- Of a pediatric patient in an Emergency Department
- Related to physical restraints or bedrails
- Resulting from delay in care
- Resulting from failure to follow up or communicate laboratory, pathology or radiology test results
- Resulting from failure to manage clinical alarms (e.g., SpO2, vents, etc.)
- Resulting from failure to safely implement telemetry monitoring, communications, escalations, orders, and other related processes

6. Professional Practice Evaluation: The concurrent or retrospective review of an individual's qualifications and competence, including thorough clinical professional review activities. Peer review or professional review activity is conducted to determine whether an individual may have Medical Staff membership or clinical privileges, to determine the scope and conditions of such membership or privileges, or to change or modify such membership or privileges. Peer review is more completely defined by the Tennessee Peer Review law of 1967 (TCA 63-6-219) and in TriStar Summit Medical Center's Professional Practice Evaluation Policy (located in the Administrative section). A peer is an individual with the same license (i.e.: physician and physician, dentist and dentist) and with the qualifications necessary to review the case. An effective peer review process is consistent, timely, defensible, balanced, useful, and ongoing.
7. Provider: Any person furnishing medical and other health care services.
8. Serious Event Analysis: A process for identifying the basic or causal factor(s) that underlie variation in performance, including the possible occurrence of a sentinel event.
9. Failure Mode and Effects Analysis (FMEA): A technique used to identify potential failures in a system or process. The process once flow-charted can be dissected at each step to be reviewed for severity and probability of failure. Each step is then reviewed to determine weakness and detectability. Identified failures are scored and prioritized for determination of the more severe and most probable steps to design appropriate actions to be taken to prevent failures. The actions are then implemented and tested to assure risk reduction.

Definitions of Performance Improvement Tools and Techniques:

1. Problem Solving/Problem Statements: Structured processes for acquiring and analyzing data in a way that will identify the causes of quality problems and remove or reduce those causes. Problem statements are a description in specific/measurable terms of how a particular deficiency affects the

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performance of an organization. Problem statements never give a pre-conceived indication of what the cause might be: never state or imply a particular type of solution; and never affix blame for the problem.

2. Brainstorming: Brainstorming is a group technique for generating new and useful ideas; it uses a few simple rules for discussion that increase the chances for originality and innovation.
3. Cause and Effect Diagram: A way to organize theories about the various causes of a problem.
4. Flow Diagram: A graphic representation of the sequence of steps needed to produce some output.
5. Control Chart: A graphic representation of data which includes an expected standard of performance.
6. Histogram: A graphic summary of the variation in a set of data.
7. Pareto Chart: A graphic display with a ranked comparison of factors related to a quality problem which separates the vital few from the useful many.
8. Scatter Diagram: A graphic representation of the observed relationship between two variables.
9. Trend Chart: A graphic representation of performance over time.
10. Dashboard: A user interface that organizes and presents information in a way that is easy to read. A dashboard serves as a method to integrate information from multiple areas in a unified display.

2025 Patient Safety/Performance Improvement Initiatives/Priorities:

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In addition to the ongoing improvement efforts outlined by the performance improvement and patient safety indicators, the organization has identified Patient Safety and Performance Improvement operational strategies for 2025. These strategic initiatives were developed from trends of performance improvement data, current industry literature, proactive initiatives derived from our mission and values statements based on the Joint Commission Standards as established by the Comprehensive Accreditation Manual for Hospitals and CMS Conditions for Participation for Hospitals. The operational strategies were collaboratively developed with internal and external customers through teams, committees, and focus groups. These initiatives/tactics include, but are not limited to or by the following:

1. **Minimize patient risk**
    1. Track and improve readiness for certifications, accreditation and regulatory compliance surveys by through organization wide planning for Continual Survey Readiness.
        a. The Joint Commision Hospital Accreditation
        b. The Joint Commision hosptial certifications include:
            i. Advanced Thrombectomy Capable Certification
            ii. Chest Pain Certification
            iii. Joint Replacement - Hip Certification
            iv. Joint Replacement - Knee Certification
            v. Joint Replacement - Spine Surgery Certification
            vi. Stroke Rehabilitation Certification
        c. Other certifications include:
            i. College of American Pathologists
            ii. Commission on Cancer of the American College of Surgeons (ACOS)
            iii. Breast Imaging Center of Excellence

iv. Radiation Oncology Practice Accreditation
v. American Association of Cardiovascular and Pulmonary Rehabilitation
vi. American Academy of Sleep Medicine (AASM)
vii. The American College of Radiology (ACR)
viii. Level III Trauma designation

2. Continue to improve and evaluate throughput throughout the facility in order to improve patient care and patient experience.
3. Achieve and sustain performance in National Patient Safety Goal compliance.
4. Achieve and sustain performance in Infection Prevention and Control Initiatives; sustain the AIM for Zero Initiative; continue reporting of information to entities such as NHSN (The National Healthcare Safety Network); work towards eliminating healthcare associated infections; track and trend hand hygiene compliance; track and trend through Theradoc. (Infection Prevention and Control Software)
5. Achieve full compliance with the influenza program; increase influenza vaccination rate of all staff. Track ill staff for influenza, vaccination, and mask usage (Employee Health and Infection Prevention).
6. Continued focus on eliminating hospital-acquired conditions by achieving less than or equal to National Average for currently public reported metrics
7. Continued focus on reducing/eliminating healthcare-associated infections and achieving less than or equal to CDC National SIR for all currently public reported metrics.
8. Reduce C.diff SIR <0.170
9. Reduce Vent Days per Case ≤ 20 days to 3.1
10. Maintain an antimicrobial stewardship program in accordance with the Core Elements for Hospital Antibiotic Stewardship Programs as set forth by the CDC
11. Achieve ≥ 60% in patients de-escalated, through pharmacy workflow, as defined by Antimicrobial Management and Clinical Pharmacy Program metrics, through Q4 2025.
12. Maintain a < 5% bypass rate in Pharmacy Sterile Compounding Automated compliance through Q4 2025.
13. Reduce medication errors
14. Continue to implement and evaluate usage of Smart Pump Safety Software Utilization. Achieve 95% compliance with guardrail usage
15. Develop/encourage an organizational wide culture of safety, including encouragement of hospital and medical staff to report "near misses" as an opportunity for education and trending.
16. Maintain Radiation Rights
17. Implement specific patient safety initiatives focused on issues identified by the evaluation of close calls, adverse events, and current hospital clinical performance metrics (HCA Patient Safety Organization).
18. Update process for ED to MS hand off to improve consistency of hand off communication.
19. Implement and sustain actions to improve safety for patients and staff related to MRI. (Clinical Safety Improvement Program, CSIP)
20. Successfully implement best practices in management of oxytocin administration. (CSIP)

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21. Successfully implement measures to meet the requirements of the CMS Patient Safety Structural Measure across all five domains
    a. Leadership Commitment to Eliminating Preventable Harm
    b. Strategic Planning and Organizational Policy
    c. Culture of Safety and Learning Health System
    d. Accountability and Transparency
    e. Patient and Family Engagement

2. **Adhere to the best medical evidence and provide exceptional clinical quality care**
    1. Achieve 90th percentile or greater in CMS/Joint Commission inpatient and outpatient core measures, Perinatal Care, SEP-1, Emergency Department measures, Stroke and Venous Thromboembolism
    2. Achieve 90th percentile or greater in CMS/Joint Commission eCQM- VTE 108 and 190
    3. The goal is to reduce Severe Sepsis mortalities to ≤ 8%, Septic Shock mortalities to ≤ 25%, first antibiotic administered < 60 minutes to 65%, 3-hour bundle compliance ≥ 75%, and Sep-1 bundle compliance ≥ 73%
    4. Continue focus on 30-day COPD Medicare only readmissions and achieving less than or equal to National Average
3. **Chest Pain**
    1. Achieve goal of 80% of EKG arrival to interpretation ≤ 10 minutes for patients presenting with complaint of Acute Coronary Syndrome symptoms
    2. Achieve 95% compliance for STEMI door to balloon ≤ 90 minutes
    3. Achieve 80% compliance with nursing documentation per policy for post radial band patients
4. **Ortho Spine Center Program**
5. **Inpatient Rehabilitation Stroke Committee**
    1. 80% of patients with the diagnosis of CVA will be offered and scheduled a meeting with case management to identify barriers to discharge home prior to the first team conference
    2. .At least 80% of all stroke patients will attend at least 1 group stroke education class that will be offered weekly.
    3. 95% of stroke patients/caregivers will be provided individualized education related to medication management of stroke prevention
    4. 75% of stroke patients will be offered tele psych/ chaplain services during their rehab stay to address symptoms of depression
6. **Stroke**
    1. Door-to-Needle goal for IV-Alteplase cases ≤ 45 minutes in 80% of cases and ≤ 60 min in 90% of cases
    2. Door-to-Puncture goal for Thrombectomy cases ≤ 90 minutes in ≥ 50% of cases
    3. 100% of RNs certified in NIH in stroke care areas
7. **Trauma**
    1. Overall Trauma Mortality: Mortality rate < 3.71%
    2. Trauma Surgeon consultation rate: Monthly consultation rate ≥90%

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3. ≥90% of geriatric surgical patients have completed pre-operative risk assessments completed
4. ≥90% of geriatric patients ≥80 years old with 2+ risk factors or ≥ 90 years old surgical patients receive a post operative overnight Intensive care unit stay

8. **Complications and Mortalities**
    1. Reduce and maintain the overall complication rate index to ≤ 0.70
    2. Reduce and maintain the overall mortality index to ≤ 0.70
    3. Achieve and sustain performance in hospital dedicated National Quality Forum Safe Practices
9. **Resuscitation**
    1. Quarterly review of code blue occurrences and outcomes to include but not limited to post cardiac arrest care processes, outcomes following cardiac arrest, rapid response team resuscitative interventions.
10. **Process Improvement**
    1. Increase staff's participation in performance improvement activities
    2. Implement/utilize LEAN concepts through leadership identified projects
11. **Use patients' preferences and values to guide care decisions**
    1. Patient experience goal is to be above 75th percentile for all areas except the following: Inpatient: 69.8% top box or 48th percentile. ED: 65.2% top box or 35th percentile.
    2. Use patient's preferences and values to guide care decisions.
        a. For all inpatients, we will focus on:
        Staff worked together to care for you.
        Nurses treated you with courtesy and respect.
        b. For our patients that come through the emergency department:
        Staff make you feel cared for as an individual.
        Keeping patients informed.
    3. These measures will be trended through numerical ratings and verbatim responses we receive from our patients through Press Ganey surveys.
12. **Integrate information and work-flow across the continuum of care**
    1. Increase iMobile utilization in the Emergency Department
    2. Decrease inappropriate use of iMobile for orders
    3. Increase PK alerts for patient safety
    4. Improve communication between departments specific to discontinue culture results
    5. Improve accuracy and completeness of medication reconciliation
    6. Expanse work groups to integrate department workflows to ensure patient safety/regulatory compliance.

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Attachments

FINAL 2025 Meeting Reporting Structure.pdf

Approval Signatures

Step Description	Approver	Date
Hospital Policy and Procedure	Katherine Lasater: RN PRN	04/2025
CMO	Vito Capotorto: CMO Summit Med Ctr	04/2025
VPQ	Aleece Baker: VP Quality/Risk Mgmt	04/2025

Applicability

TriStar Summit Medical Center

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Attachment 5C-4

Staff Education Policies

Education and Training Policy

Index

Policy - Education and Training - HR.LD.003

ORGANIZATION UNIT (DEPARTMENT):

Human Resources

POLICY DESCRIPTION:

Education and Training

REPLACES POLICY DATED:

1/1/15

EFFECTIVE DATE: May 1, 2015

REFERENCE NUMBER:

HR.LD.003

DIVISION/LOB/ENTERPRISE: Enterprise-Wide

SCOPE:

Applies to volunteers, contract staff, and colleagues excluding employee groups listed as “At Will” in the Limitations on Employment policy **HR.ER.019** and colleagues with a written employment agreement.

PURPOSE:

To outline training opportunities for colleague development and provide guidelines for acquiring and maintaining required training as defined by his/her job description

DEFINITIONS:

1. **Training and Ongoing Education:** Training and ongoing education topics offered by the business entity are based on orientation and job training needs, safety concerns, quality improvement findings, new equipment or technology, new policies and procedures, and individual or group self-identified learning needs. Assessment of training designated as mandatory by the business entity, and the skills associated with the training, may be part of the competency assessment; reference Competency Assessment policy **HR.LD.001**.

2. **Regulatory Training:** The business entity provides specific training annually to meet regulatory requirements and the standards established by the business entity.

RESPONSIBILITIES:

1. Business entity:

a. The business entity identifies a role that has primary responsibility for the oversight and design of ongoing education and training programs to meet regulatory standards as well as the needs of the population served and services offered.

b. It is the business entity’s responsibility to define and execute a strategy to continually monitor the education and training needs of staff to address competency gaps and job performance deficiencies. Development may include clinical, patient care, managerial, leadership, technical, computer, and safety topics.

c. The business entity has the responsibility to ensure education and training requirements defined in job descriptions are in good standing.

2. Colleagues:

a. All colleagues are responsible for attending business entity, position-specific, or regulatory training deemed mandatory by their manager or administrative personnel.

b. For outside training or seminars, all colleagues are responsible for obtaining prior approval from their manager or designee and for recording attendance on an in-service record.

c. Colleagues who are interested in pursuing educational opportunities toward a degree should consult with their manager or HR Business Partner for information on programs available through the business entity; reference Educational Reimbursement policy **HR.TR.002**.

REQUIREMENTS:

Education and training documentation should be maintained as part of the “Approved List” in the colleague record; reference Employee Records policy **HR.WF.001**.

TIME REPORTING:

1. Time spent attending lectures, meetings, and training programs need not be counted as hours worked, provided the following conditions are met:

a. The meetings are held outside working hours.

b. Attendance by the colleague is voluntary. Attendance is not voluntary if the colleague is led to believe that non-attendance would adversely affect his employment.

c. The course, lecture, or meeting is not directly related to the colleague’s job.

· Training is directly related to a colleague’s job if it is designed to make them more effective in the present job, not if it teaches a different job.

d. If a colleague, on their own initiative, attends school, college, or trade school after hours, that time is not hours worked even if the courses are job-related.

DISCLOSURE:

If there is any conflict between the information in this policy and a Collective Bargaining Agreement (CBA), the CBA prevails for covered colleagues.

REFERENCED POLICIES:

1. Education Reimbursement, HR.TR.002

2. Job Descriptions, HR.LD.004

3. Licensure Verification, HR.ER.018

4. Certification, Verification, and Renewal, HR.ER.041

5. Competency Assessment, HR.LD.001

6. Limitations on Employment, HR.ER.019

7. Code of Conduct

8. TJC HR Standard, HR.01.05.03: Staff participate in ongoing education and training

WORK INSTRUCTIONS:

1. Documentation and roster maintenance

2. Ongoing educational needs assessment

PROCESS MAPS:

1. To be completed at a future date

Referenced Policies

Job Descriptions Policy

Licensure Verification Policy

Limitations on Employment Policy

Competency Assessment Policy

Index

Curriculum Offerings

Each business entity has an education designee, with support of the Clinical Services Group (CSG) Education Team, or, for non-clinical training, the Leadership and Organizational Development Center of Excellence, who is responsible for the oversight and design of continuing education and training programs to meet regulatory standards as well as the educational philosophy of the organization.

Applicability

The content of this article applies to all employees.

For physicians under an employment agreement, please reference your employment agreement for applicability.

Clinical Training

HealthStream

The HealthStream Learning Center (HealthStream) is a learning management system that has been adopted for scheduling, assigning, and attending educational classes and learning opportunities. The platform also includes a transcript component that tracks all completed coursework.

All employees should be actively engaging in training opportunities on HealthStream on a regular basis. A single sign-on link to HealthStream is available under Related Information to the right.

In-Service Training

All employees are responsible for attending business entity training (in-service), position-specific, or regulatory training deemed mandatory by their manager or administrative personnel.

Documentation

Documentation for mandatory business entity training will be maintained in HealthStream. Documentation of employee attendance at outside seminar that are considered mandatory or are management-initiated is maintained by the manager and forwarded to the education designee for tracking.

Certificate of Training

Certificate of Training for clinical competencies, as outlined in the job description, do not require primary source verification. Most certificates of training have a renewal date and are in the form of a card. Examples of certificates of training include, but are not limited to the following: Basic Life Support (BLS), Advanced Life Support (ACLS), Pediatric Life Support (PALS), and S.T.A.B.L.E. Neonatal Program.

Resources

It is the business entity's responsibility to define and execute a strategy to ensure learning needs are met. Management is responsible for identifying and ensuring learning opportunities are created for the

continued development of their staff and to address competency gaps and job performance deficiencies. Development may include clinical, patient care, managerial, leadership, technical, computer and safety topics.

The business entity has the responsibility to ensure certificate of training requirements defined in the job descriptions are in good standing and have not exceed the recommended renewal dates (e.g., BLS, ACLS, STABLE). If a full date is not provided on a certificate of training, the renewal date on those documents will be the last day of the month.

Non-Clinical Training

HealthStream is not only a tool for clinical training; it provides a wealth of development resources for non-clinical employees as well. Additionally, HCA offers free access to a multitude of internal and external resources for employees and managers to take ownership of their career development and collaborate effectively with their peers.

Further detail can be found on all learning and leadership offerings on the Leadership & Organizational Development page at http://atlas2.medcity.net/portal/site/lod. Offerings include:

- **Bersin Insights**
  - Research and benchmarking tools to address business issues and talent challenges in the following practice areas: Learning & Development, Talent Management, Talent Acquisition, Leadership Development, and Human Resources
  - http://www.bersin.com/Register/Self.aspx?r=1948gXR5scfM
- **Corporate Executive Board Corporate Leadership Council (CEB CLC)**
  - Archive of strategic and short-term research on employee engagement, HR metrics and analytics, and HR strategic planning.
  - https://clc.executiveboard.com/Public/Default.aspx
- **Mobile ManageMentor**
  - Mobile application designed to provide quick answers and expert tips to important management problems
- **Sg2**
  - Analytics-based health care expertise that provides robust intelligence and analytics platforms specifically dedicated to the healthcare market. Sg2 includes resources for expert insights, publications, and event registration.

L&OD Catalog

Visit the latest Leadership & Organizational Development course catalog at http://connect.medcity.net/web/li/overview for links to thousands of learning tools and leadership resources including:

- Crucial conversations
  - How to handle high-stakes conversations where opinions vary and emotions run strong

- Harvard Leadership Transitions
    - Self-directed learning module aimed at preparing new leaders for success. It offers materials to help guide you through your new role from day one and give you the skills you need to have a significant leadership impact
    - Leadership Transitions program consists of eight online course modules designed to provide guidance and specific action plans to help you quickly make a positive impact in your position.
- Harvard ManageMentor
    - Online resource that delivers management tools and enables better decision making through 44 dynamic leadership courses.
    - Leverages the collective knowledge of colleagues through social learning and community features and incorporates proven practices that reinforce learning and build skills, addressing a broad range of issues faced by managers every day.
    - Accessible through HealthStream by searching for "Harvard" in the catalog search field.

IT&S

IT&S also uses the iTrain Catalog. The iTrain Curriculum Center may be accessed here.

Related Information

Healthstream

Attachment 4N-1

Financial Assistance Policies

PARALLON
HCA Healthcare

DEPARTMENT: Support Services	**POLICY DESCRIPTION:** Discount Policy for Patients
PAGE: 1 of 3	**REPLACES POLICY DATED:** 01/01/2015
APPROVED: 05/26/2016	**EFFECTIVE DATE:** 05/26/2016
ANNUAL REVIEW DATE: 03/29/2024	**REFERENCE NUMBER:** PARA.PP.GEN.043

SCOPE:
All SSC (including Specialty Services) and Facility areas responsible for offering discounts at the time of service, or settlements after services are rendered, for the sole purpose of expediting collection efforts.

PURPOSE:
To define the policy for providing discounts and/or settlement offers to patients with outstanding patient liable amounts for the purposes of liquidating receivables. All discounts will be offered in an effort to liquidate receivables and not to induce incremental volume.

POLICY:
Discounts as defined below may be provided to uninsured and insured patients receiving non-elective and elective care based on the patient liable amount as courtesy type discounts. Discounts cannot be considered for Medicare Bad Debt and should not be included in the Medicare Bad Debt Log. Discounts cannot be advertised and are to be offered only in an effort to liquidate receivables. The following outlines the associated discount types:

Uninsured Patients

- **Prompt Pay –** Prompt pay discounts may be offered at the time of service. The discount should be offered contingent on payment of the remaining balance. The maximum prompt payment discount should be no more than 20%.
- **Settlement Offers** – Settlement offers may be extended to the patient/responsible party as part of ongoing collection efforts at any time during the collection process to settle a delinquent account.

Insured Patients

- **Prompt Pay –** Prompt pay discounts may be offered at the time of service provided the patient liable portion has been determined and, provided that the prompt pay discount is in accordance with payer contract provisions and state law. The maximum prompt payment discount should be no more than 20%. A written notification that the provider may have offered a prompt payment discount to the patient liable portion will be included in the remarks section of the UB claim form in FL-80.
- **Out of Network Discounts** – Out of Network discounts may be applied provided the Payer has been notified in advance that the facility intends to waive the out-of-network penalty.
- **Out of Network Medicare and Medicaid PPO/HMO -** Waiving the difference between out-of-network charges and in-network charges for beneficiaries is prohibited. For example, a facility cannot tell a physician that the facility will accept the in-network charge of $300 instead of the out-of-network charge of $700, when the facility is an out-of-network provider. Refer to Compliance Alert #15 (attached) for information regarding permissible waivers.
- **Out of Network PPO/HMO with Medicare as Secondary/Tertiary Payer-** Discounts may not be offered to reduce or waive an Out Of Network penalty when Medicare is also listed as a payer on the account. For example, if the account lists an OON Payer as primary and Medicare as secondary, you may not offer a discount to offset the primary payer's penalty.
- **Settlement Offers –** Settlement offers may be extended to the patient/responsible party as

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DEPARTMENT: Support Services	**POLICY DESCRIPTION:** Discount Policy for Patients
PAGE: 2 of 3	**REPLACES POLICY DATED:** 01/01/2015
APPROVED: 05/26/2016	**EFFECTIVE DATE:** 05/26/2016
ANNUAL REVIEW DATE: 03/29/2024	**REFERENCE NUMBER:** PARA.PP.GEN.043

part of ongoing collection efforts at any time during the patient liability collection process to settle a delinquent account.

The Division and SSC management teams will work together to establish the allowable discount percent for their respective facilities. The maximum prompt payment discount should be no more than 20%.

PROCEDURE:

Responsible Party	Action
Registrar/Financial Counselor/Collection and Support Services Staff	Identifies that the patient/responsible party collection efforts could be shortened if a discount would be provided.
Registrar/Financial Counselor/Collection and Support Services Staff	Determines the appropriate type of discount to offer in accordance with the list of discounts previously approved by the facility, Division and SSC.
Registrar/Financial Counselor/Collection and Support Services Staff	Offers discount to patient/responsible party. If patient/responsible party is contacted by phone, the Verification of Requestors policy should be followed. (SSD.PP.PRI.103)
Registrar/Financial Counselor/Collection and Support Services Staff	Documents the account.

REFERENCE:
Compliance Alert #15: Beneficiary Inducement Prohibition (updated 06/01/2012)
http://atlas2.medcity.net/portal/site/ethics
Select Compliance Alerts and choose Alert #15
Attachment Q

Attachment Q 01072015.doc

PARALLON
HCA Healthcare

DEPARTMENT: Operations Support	**POLICY DESCRIPTION:** Charity Financial Assistance Policy for Uninsured and Underinsured Patients
PAGE: 1 of 6	**REPLACES POLICY DATED:** 11/01/2017; 10/1/2020
APPROVED: 02/23/2023	**EFFECTIVE DATE:** 03/01/2023
ANNUAL REVIEW DATE: 03/29/2024	**REFERENCE NUMBER:** PARA.PP.OPS.016

SCOPE:

All SSC and Facility areas responsible for requesting and evaluating Financial Assistance Applications ("FAA") for the purposes of processing a charity write-off for certain patients receiving services at HCA-affiliated, non-partnership, acute-care hospitals ("Hospitals").

PURPOSE:

To define the policy for providing partial or full financial relief to patients who (i) have received emergency services, (ii) meet certain income requirements, (iii) do not qualify for state or federal assistance for the date of service, (iv) are uninsured or underinsured, and (v) are unable to make partial or full payment on outstanding balances. In addition, with respect to the FAA and income validation, to establish protocols and supporting documentation requirements.

POLICY:

The following types of patients may qualify for a charity write-off based on the patient's total household income, supporting income verification documentation or processes, as required, and the amount of the patient liability:

1) To be eligible for a charity write-off review, a patient must have incurred emergent, non-elective services.

2) To be eligible for a charity write-off, a patient must be (a) uninsured or underinsured and (b) have an out-of-pocket patient responsibility of $1,500 or more for an individual account. Upon request by a patient and, if there are extenuating circumstances, accounts with out-of-pocket responsibility balances of less than $1,500 may be reviewed and a charity write-off applied if Federal Poverty Guidelines/Level ("FPL") thresholds are met as set forth in Section 9, below.

3) For purposes of this policy, an uninsured patient is one (i) with no third party payer coverage for emergent health care services, (ii) who provides documentation that the patient is unable to pay for some or all of the provided non-elective hospital services and (iii) who satisfies the financial eligibility criteria set forth herein.

4) For purposes of this policy, an underinsured patient is one with some form of third party payer coverage for health care services, but such coverage is insufficient to pay the current bill such that the patient retains a patient liability that they are unable to pay.

5) A validation will be completed, as required in this Policy, to ensure that if any portion of the patient's medical services can be paid by any federal or state governmental health care program (e.g., Medicare, Medicaid, Tricare, Medicare secondary payer), private insurance company, or other private, non-governmental third-party payer, that the payment has been

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received and posted to the account. No charity write-off can be applied to any account with any outstanding payer liability.

6) Supporting Income Verification Documentation & Review:

A. Medicare Accounts

i. All Medicare patients (i.e., inpatients and/or outpatients) must submit supporting income verification documentation. Electronic validation of patient income, e.g., Experian, alone is not sufficient. Medicare requires independent income and resource verification for a charity care determination with respect to Medicare beneficiaries (PRM-I § 312).

ii. In addition to the FAA, the preferred income documentation will be the most current year's Federal Tax Return. Any patient/responsible party unable to provide his/her most recent Federal Tax Return may provide two pieces of supporting documentation from the following list to meet this income verification requirement:

- State Income Tax Return for the most current year
- Supporting W-2
- Supporting 1099's
- Copies of all bank statements for last 3 months
- Most recent bank and broker statements listed in the Federal Tax Return
- Current credit report

iii. Dual-Eligible Beneficiaries: A Medicare beneficiary who also qualifies for Medicaid (dual-eligible beneficiary) may be deemed indigent as long as the "Must Bill" requirements are met. That these requirements are met must be supported by a State Medicaid remittance advice. When claiming an amount as Medicare Bad Debt for a dual-eligible beneficiary, Medicaid must be billed. In addition, the remittance advice showing non-payment must be maintained as supporting documentation for the Medicare Bad Debt adjustment. Charity write-offs for Medicaid Exhausted beneficiaries may be less than $1,500.

iv. Patients who qualify for a Medicare Savings Program (Qualified Medicare Beneficiary (QMB), Specified Low-Income Medicare Beneficiary (SLMB), Qualifying Individual (QI), Qualified Disabled and Working Individuals (QDWI)) will be eligible for a full charity write-off. Charity write-offs for Medicare Savings Program qualified patients may be less than $1,500.

B. Non-Medicare Accounts

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i. Generally, for all non-Medicare Accounts, the following will be acceptable supporting documentation: (i) the documentation listed in A. above, (ii) or any one of the following:

- Most Recent Employer Pay Stubs
- Written documentation from income sources
- Proof of Medicaid Eligibility
- Electronic validation of patient income and family size, such as Experian

ii. Supporting income verification documentation through an electronic validation of patient information/income, such as Experian, shall be obtained where no other income verification is obtained.

iii. To the extent required by state law, a complete FAA shall be obtained for any dollars reported as charity to the state.

iv. Review of assets may take place during the application process where required by state law or regulation.

C. Patients/Responsible Party Deemed Eligible.

The patient/responsible party may be deemed to meet the charity guidelines if:

- the patient/responsible party is determined to be eligible by a local clinic under poverty and income guidelines similar to the ones in this policy; or
- the patient/responsible party presents with Medicaid, and Medicaid does not pay.

D. Charity Processing Based on Extenuating Circumstances, i.e., Potential Charity Write-off Absent Full Documentation.

There may be extenuating circumstances where resource testing cannot be completed because the patient/responsible party does not/cannot (i) complete the FAA, or (ii) provide supporting documentation listed in A or B, above. In those circumstances, a manager may waive the required documentation and extend a charity care write-off, consistent with this Policy. The following may be considered by the manager to be extenuating circumstances:

i. *Patients identified as an undocumented residents or homeless through*:

- Medicaid Eligibility screening
- Registration process

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- Discharge to a shelter
- Clinical or Case Management documentation
- Absence of a credit report

ii. Patients that expire - if it is determined through family contact and/or courthouse records that an estate does not exist, it may be considered for a charity write-off (even if the patient had a spouse) upon documentation and with the manager's review and approval of a policy exception.

iii. Medically Indigent – In addition to the above, if a patient/responsible party meets the medically indigent status based upon state guidelines or requirements, a charity write-off may be applied after the manager completes a resource testing process for the patient/responsible party.

7) Pending Medicaid Effect on Charity Write-off:

The Pending Medicaid and Pending Charity processes should not be concurrent processes. Determination of Pending Medicaid should be resolved prior to evaluating for potential Pending Charity.

8) Health Insurance Marketplace for Qualified Health Plans:

Pending qualification in the Health Insurance Marketplace may take place concurrently with the Pending Charity process. The QHP enrollment is not retroactive. Rather, the coverage becomes effective for future dates of service. Therefore, it is necessary to continue with the Pending Charity process for visits occurring prior to QHP effective dates.

9) Charity Processing based on Federal Poverty Guidelines:

A. Patients with individual or household incomes of between 0-200% of Federal Poverty Guidelines:

Patients with more than a $1,500 patient liability that fall within 0-200% of the FPL will have the entire patient balance processed as charity write-off. Upon request by a patient and, if there are extenuating circumstances, accounts with out-of-pocket responsibility balances of less than $1,500 may be reviewed and a charity write-off applied.

B. Patients with individual or household incomes of between 201- 400% of Federal Poverty Guidelines:

Patients with incomes between 201% and 400% of FPL will have their balances capped at a percentage of their income according to the table below. This percentage will be determined using the patient's FPL.

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- 201% - 300% - balances capped at 3% of annual household income
- 301% - 400% - balances capped at 4% of annual household income

Upon request by a patient and, if there are extenuating circumstances, accounts with out-of-pocket responsibility balances of less than $1,500 may be reviewed and a charity write-off applied.

C. Insured Accounts with emergency services only: Additional financial relief will be available for insured patients with emergent services only. These patients will be identified by having one of the following emergency Evaluation and Management (E/M) codes on their account: 99281,99282,99283,99284,99285, or 99291, and NOT in inpatient status.

After all managed care payments, contractuals and/or discounts have been applied, patients will have their balance capped to a fixed amount depending on their income and corresponding FPL. The patient balance caps are as follows:

E/M Levels 1-3
201% - 300% - balance capped at $1500
301% - 400% - balanced capped at $1750

E/M Levels 4 +
201% - 300% - balance capped at $2500
301% - 400% - balanced capped at $2750

In the event that **Section 9A** or B above provides more relief to the patient, then Section 9)A or B will be used to determine patient responsibility.

10) Patients Who Are Uninsured:

Notwithstanding 9)A. and B. above, patients who are uninsured and who provide the supporting income verification documentation and otherwise meet the requirements of this Policy, will have their patient balance capped at the lesser of the amount calculated under 9)A. or 9)B. above, or the amount calculated pursuant to the uninsured discount model.

Balances from multiple accounts for the same patient may be considered together to determine out-of-pocket responsibility minimums and for calculating the cap.

The write-off will be applied to the entire outstanding patient balance.

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11) Refunds on Charity Accounts:

The general expectation is that all patients pay for services rendered if they are not fully covered by a third party. Therefore, any amount paid by the patient (even if the patient subsequently meets the charity write-off guidelines for their balance due), will be retained. Only amounts paid by the patient that exceed the amount that patient would have paid had they received the uninsured discount, or that exceed their out of pocket responsibility per their insurance, will be refunded. For those patients that do meet the charity write-off criteria and have made a partial payment, the charity write-off will be posted on the remaining patient balance.

12) Patient Dispute Process:

In the event a patient wishes to file a dispute and appeal their eligibility for a Charity write-off under this policy, the patient may seek review from the Operations Support Director, Hospital Chief Financial Officer or an SSC Executive as defined in the Charity Review Appeal Process policy (PARA.PP.OPS.020).

13) Compliance with State regulations:

Each SSC should evaluate whether this Policy complies with the applicable state law and regulations regarding charity care, e.g., California, Florida. If this Policy does not comply with state law and regulations, each SSC must clearly document exceptions to this policy in either a State specific policy or an addendum to this Policy.

REFERENCE:

- **PARA.FT.OPS.606 Federal Charity Guidelines**
- **PARA.FT.OPS.638 Financial Assistance Application**
- **PARA.MF.OPS.804 Collection Charity Letters**
- **PARA.PARS.PP.009 Medicare Bad Debt and Recovery Logs Policy**
- **PARA.PP.OPS.019 Utilizing the Artiva Charity Process**

Attachment 4N-2

Non-Discrimination
and
Staff Education Policies

Index

Equal Employment Opportunity, Anti-Harassment, and Respectful Workplace Policy - HR.ER.072

DEPARTMENT: Human Resources

POLICY DESCRIPTION: Equal Employment Opportunity, Anti-Harassment, and Respectful Workplace

PAGE: 1 of 5

REPLACES POLICY DATED: HR.ER.013 (7/1/21); HR.ER.024 (11/1/16); HR.ER.059 (8/1/18)

EFFECTIVE DATE: January 1, 2022

REFERENCE NUMBER: HR.ER.072

APPROVED BY: Ethics and Compliance Policy Committee

SCOPE: All Company-affiliated subsidiaries including, but not limited to hospitals, ambulatory surgery centers, outpatient imaging centers, physician practices, HealthTrust Workforce Solutions, Corporate Departments (Organization Units), Groups, and Divisions (collectively, “Affiliated Employers” and individually, “Affiliated Employer”).

PURPOSE: To ensure all colleagues are treated in accordance with the mission and values of the organization in compliance with federal, state, and local laws addressing harassment and discrimination. By outlining responsibilities and requirements for behavior and conduct; ensuring that we act in accordance with our mission, values, and applicable laws; and clearly defining the obligations to identify and report potential violations of this policy, it is the purpose of this policy to create and sustain a safe, welcoming, and productive work environment for all colleagues, patients, and visitors.

POLICY:

A. Equal Employment Opportunity and Unlawful Harassment

1. HCA Healthcare and its Affiliated Employers are equal opportunity employers, committed to promoting an inclusive culture that embraces and nurtures our patients, colleagues, partners, physicians and communities. Equal employment opportunities are provided to all colleagues and applicants for employment without regard to race, color, religion, sex, gender, national origin, age, pregnancy, disability, sexual orientation, gender identity or expression, genetic information or protected veteran status, or status in any group protected by federal, state or local law. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, transfer, leaves of absence, compensation, and training. Reasonable accommodations will be made to known qualified individuals with disabilities. As used within this paragraph, “genetic information”:

a. includes information about an individual’s genetic tests, genetic tests of a family member, and family medical history; and

b. does not include information about the sex or age of an individual or the individual’s family members; information that an individual currently has a disease or disorder; or tests for alcohol or drug use.

2. Unlawful harassment is a form of discrimination and violates the policies of HCA Healthcare and its Affiliated Employers. This policy expressly prohibits any form of unlawful colleague harassment based on race, color, religion, sex, gender, national origin, age, pregnancy, disability, sexual orientation, gender identity or expression, genetic information, protected veteran status, or status in any group protected by federal, state or local law. Such harassment may include, but is not limited to, offensive comments, jokes, or innuendoes in printed material, material distributed through electronic media, or items posted on walls or communication boards. Improper interference with the ability of colleagues to perform their expected job duties is not tolerated. Harassment becomes unlawful where:

a. Enduring the offensive conduct becomes a condition of continued employment, or

b. The conduct is severe and pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

3. Examples of prohibited harassment or discrimination include, but are not limited to:

a. Degrading words or name calling used to describe an individual.

b. Displays of reading materials, objects, or pictures containing negative stereotypes in the workplace.

c. Using e-mail, voicemail, facsimile, instant messaging, or any other digital media or Affiliated Employer property for the transmission of discriminatory or otherwise inappropriate material.

d. Offensive jokes, pranks, vandalism, negative comments, threatening language toward others, or other conduct related to the characteristics identified in this policy under Section A.1.

4. Each member of management is responsible for creating an atmosphere free of discrimination and harassment. Further, colleagues are responsible for respecting the rights of their coworkers.

B. Sexual Harassment

1. Colleagues' right to work in an environment free of harassment and disruptive behavior includes the right to a work environment free from sexual harassment. Sexual harassment will not be tolerated. Sexual harassment includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, and all other verbal or physical conduct of a sexual nature, especially where:

a. Submission to such conduct is made either explicitly or implicitly a term or condition of employment;

b. Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or

c. Such conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment.

2. Behaviors that produce a hostile or offensive work environment will not be tolerated. These behaviors include but are not limited to:

a. unwelcome sexual remarks, advances, and/or propositions;

b. unwelcome touching or other physical contact;

c. unwelcome requests for dates or other social engagements;

d. offensive comments, jokes, innuendoes, and other sexually-oriented statements; or

e. sexually suggestive printed material, material distributed through electronic media, e-mail, voicemail, facsimile, instant messaging or any other digital media or Affiliated Employer property or items posted on walls or bulletin boards.

3. Each member of management is responsible for creating an atmosphere free of sexual harassment. Further, each colleague is responsible for respecting the rights of coworkers.

C. Respectful Workplace

1. Even when conduct does not rise to the level of unlawful harassment, relationships marred by disrespectful behavior have a negative impact on the quality and safety of care delivered. The establishment of positive, respectful relationships is crucial to preventing these behaviors. Respect is promoted through communication, collaboration, support, and fairness, each of which is foundational to establish healthy relationships with others.

2. Respectful individuals act and speak in a manner that preserves the safety, dignity, autonomy, self-esteem and civil rights of others. In doing so, they must consider the audience, setting, and tone prior to expressing their thoughts in words or actions. The goal is to do this in a constructive manner and in an appropriate setting so as not to impede providing the utmost quality of care to our patients and creating a safe, welcoming, and productive work environment.

3. Management is responsible for creating a workplace that promotes physical and mental well-being. When colleagues do not feel safe, the work environment is left vulnerable, and everyone's safety is compromised and serious problems in the workplace can occur.

4. Under Section 7 of the National Labor Relations Act, colleagues who are "employees" have the right to express their concerns, whether positive or negative, regarding their terms and conditions of employment. We expect such colleagues to exercise those rights in a respectful and courteous manner that does not negatively affect the delivery of safe, effective, efficient, and compassionate care to our patients. This furthers our goal of maintaining a safe, respectful, and productive work environment for colleagues, volunteers, students, contract staff, physicians or any other person doing business with or for our business entity.

5. Representative Examples of Prohibited Conduct, include, but are not limited to:

a. **Incivility**: the acts of rude and discourteous conduct, gossiping and spreading rumors, the use of profane or obscene language in a demeaning or offensive way, inappropriately refusing to assist a coworker, or similar acts.

b. **Bullying**: the combination of repeated, unwanted harmful actions intended to humiliate or offend the recipient by abusing or misusing power, creating feelings of defenselessness and injustice, or undermining an individual's inherent right to dignity. Bullying can also include workplace mobbing, which is a form of bullying aimed at an individual from a work group.

c. **Violence**: the threat or use of verbal or physical harm or force against an individual that reduces or eliminates their sense of being safe or actual safety.

d. **Retaliation**: any adverse action or behavior that is seeking revenge against another for opposing or reporting inappropriate actions.

e. **Intimidation***:* the use of demeaning or undermining comments or actions with the intention to compel or deter another coworker from taking appropriate action or to cause distress to another by withholding support.

D. Reporting Obligations

1. HCA Healthcare and its Affiliated Employers encourage colleagues to report all incidents of harassment or other violations of this policy. If a colleague experiences any job-related harassment based on race, color, religion, sex, gender, national origin, age, pregnancy, disability, sexual orientation, gender identity or expression, genetic information or protected veteran status, or status in any group protected by federal, state or local law; believe that they have experienced job-related harassment or were treated in an unlawful, discriminatory manner; or experiences disrespectful behavior, the colleague should promptly report the incident to their supervisor and/or Human Resources, who will investigate the matter and take appropriate action. In addition, if a colleague believes that they have witnessed behavior that violates this policy, they are highly encouraged to report that conduct to their supervisor and/or Human Resources.

2. Colleagues should normally report these items to the colleague's supervisor, who must immediately notify Human Resources. However, if the colleague believes it would be inappropriate to discuss the matter with their supervisor, the colleague may bypass the immediate supervisor and report the incident directly to Human Resources. Additionally, colleagues may report issues at any time to the HCA Healthcare Ethics Line at (800) 455-1996 or online at http://hcahealthcareethicsline.ethix360.com.

3. Confidentiality safeguards will be applied in handling complaints of harassment, discrimination, retaliation, or other issues arising under this policy. To the extent possible, the privacy of the complainant, witnesses, and individual(s) accused are kept confidential, although absolute confidentiality cannot be promised.

4. If it is determined that a violation of this policy occurred, appropriate disciplinary action will be taken against the offending colleague, up to and including termination of employment. However, the level of discipline issued as a result of an investigation is typically a confidential matter between the employer and the colleague receiving discipline, and may not be shared with other individuals.

5. Any form of retaliation against any colleague for filing a good faith complaint under this policy or for assisting in a complaint investigation, even if the investigation produces insufficient corroboration to support the claim, is strictly prohibited.

E. Policy Violations and Other Policy Application Guidelines

1. Colleagues who knowingly make a false allegation, provide false or misleading information in the course of an investigation, or otherwise act in bad faith may be subject to appropriate discipline, up to and including termination; reference the Non-Retaliation Policy, EC.030, and Discipline, Counseling, and Corrective Action Policy, HR.ER.008.

2. Colleagues do not have the right to legal or any other representation during interviews conducted under this policy unless otherwise required by law.

3. Colleagues participating in an investigation are prohibited from recording any part of the investigatory process unless approved by all individuals involved in the recording. "Recording" includes all forms of recording including, but not limited to, audio, video, digital, etc., methods of recording.

4. When the alleged harasser is a member of the medical staff or another practitioner with clinical privileges, investigation and/or corrective action, as appropriate, will be handled in accordance with the applicable Medical Staff Policies and Bylaws.

DISCLOSURE:

If there is any conflict between the information in this policy and a Collective Bargaining Agreement (CBA), the CBA prevails for covered colleagues.

REFERENCES:

1. HCA Healthcare Code of Conduct

2. Appropriate Use of Communications Resources and Systems Policy, EC.026

3. Non-Retaliation Policy, EC.030

4. Communication Boards Policy, HR.ER.007

5. Discipline, Counseling, Corrective Action Policy, HR.ER.008

6. Employee Dispute Resolution Process Policy, HR.ER.011

7. Limitations on Employment Policy, HR.ER.019

8. Binding Arbitration Policy, HR.ER.054

Referenced Policies

Discipline, Counseling, Corrective Action Policy

Job Postings Policy

Solicitation Policy

Code of Conduct

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Policy - Education and Training - HR.LD.003

ORGANIZATION UNIT (DEPARTMENT):

Human Resources

POLICY DESCRIPTION:

Education and Training

PAGE: 1 of 2

REPLACES POLICY DATED:

1/1/15

EFFECTIVE DATE: May 1, 2015

REFERENCE NUMBER:

HR.LD.003

DIVISION/LOB/ENTERPRISE: Enterprise-Wide

SCOPE:

Applies to volunteers, contract staff, and colleagues excluding employee groups listed as “At Will” in the Limitations on Employment policy **HR.ER.019** and colleagues with a written employment agreement.

PURPOSE:

To outline training opportunities for colleague development and provide guidelines for acquiring and maintaining required training as defined by his/her job description

DEFINITIONS:

1. **Training and Ongoing Education:** Training and ongoing education topics offered by the business entity are based on orientation and job training needs, safety concerns, quality improvement findings, new equipment or technology, new policies and procedures, and individual or group self-identified learning needs. Assessment of training designated as mandatory by the business entity, and the skills associated with the training, may be part of the competency assessment; reference Competency Assessment policy **HR.LD.001**.

2. **Regulatory Training:** The business entity provides specific training annually to meet regulatory requirements and the standards established by the business entity.

RESPONSIBILITIES:

1. Business entity:

a. The business entity identifies a role that has primary responsibility for the oversight and design of ongoing education and training programs to meet regulatory standards as well as the needs of the population served and services offered.

b. It is the business entity’s responsibility to define and execute a strategy to continually monitor the education and training needs of staff to address competency gaps and job performance deficiencies. Development may include clinical, patient care, managerial, leadership, technical, computer, and safety topics.

c. The business entity has the responsibility to ensure education and training requirements defined in job descriptions are in good standing.

2. Colleagues:

a. All colleagues are responsible for attending business entity, position-specific, or regulatory training deemed mandatory by their manager or administrative personnel.

b. For outside training or seminars, all colleagues are responsible for obtaining prior approval from their manager or designee and for recording attendance on an in-service record.

c. Colleagues who are interested in pursuing educational opportunities toward a degree should consult with their manager or HR Business Partner for information on programs available through the business entity; reference Educational Reimbursement policy **HR.TR.002**.

REQUIREMENTS:

Education and training documentation should be maintained as part of the “Approved List” in the colleague record; reference Employee Records policy **HR.WF.001**.

TIME REPORTING:

1. Time spent attending lectures, meetings, and training programs need not be counted as hours worked, provided the following conditions are met:

a. The meetings are held outside working hours.

b. Attendance by the colleague is voluntary. Attendance is not voluntary if the colleague is led to believe that non-attendance would adversely affect his employment.

c. The course, lecture, or meeting is not directly related to the colleague’s job.

· Training is directly related to a colleague’s job if it is designed to make them more effective in the present job, not if it teaches a different job.

d. If a colleague, on their own initiative, attends school, college, or trade school after hours, that time is not hours worked even if the courses are job-related.

DISCLOSURE:

If there is any conflict between the information in this policy and a Collective Bargaining Agreement (CBA), the CBA prevails for covered colleagues.

REFERENCED POLICIES:

1. Education Reimbursement, HR.TR.002

2. Job Descriptions, HR.LD.004

3. Licensure Verification, HR.ER.018

4. Certification, Verification, and Renewal, HR.ER.041

5. Competency Assessment, HR.LD.001

6. Limitations on Employment, HR.ER.019

7. Code of Conduct

8. TJC HR Standard, HR.01.05.03: Staff participate in ongoing education and training

WORK INSTRUCTIONS:

1. Documentation and roster maintenance

2. Ongoing educational needs assessment

PROCESS MAPS:

1. To be completed at a future date

Referenced Policies

Job Descriptions Policy

Licensure Verification Policy

Limitations on Employment Policy

Competency Assessment Policy

Index

Curriculum Offerings

Each business entity has an education designee, with support of the Clinical Services Group (CSG) Education Team, or, for non-clinical training, the Leadership and Organizational Development Center of Excellence, who is responsible for the oversight and design of continuing education and training programs to meet regulatory standards as well as the educational philosophy of the organization.

Applicability

The content of this article applies to all employees.

For physicians under an employment agreement, please reference your employment agreement for applicability.

Clinical Training

HealthStream

The HealthStream Learning Center (HealthStream) is a learning management system that has been adopted for scheduling, assigning, and attending educational classes and learning opportunities. The platform also includes a transcript component that tracks all completed coursework.

All employees should be actively engaging in training opportunities on HealthStream on a regular basis. A single sign-on link to HealthStream is available under Related Information to the right.

In-Service Training

All employees are responsible for attending business entity training (in-service), position-specific, or regulatory training deemed mandatory by their manager or administrative personnel.

Documentation

Documentation for mandatory business entity training will be maintained in HealthStream. Documentation of employee attendance at outside seminar that are considered mandatory or are management-initiated is maintained by the manager and forwarded to the education designee for tracking.

Certificate of Training

Certificate of Training for clinical competencies, as outlined in the job description, do not require primary source verification. Most certificates of training have a renewal date and are in the form of a card. Examples of certificates of training include, but are not limited to the following: Basic Life Support (BLS), Advanced Life Support (ACLS), Pediatric Life Support (PALS), and S.T.A.B.L.E. Neonatal Program.

Resources

It is the business entity's responsibility to define and execute a strategy to ensure learning needs are met. Management is responsible for identifying and ensuring learning opportunities are created for the

continued development of their staff and to address competency gaps and job performance deficiencies. Development may include clinical, patient care, managerial, leadership, technical, computer and safety topics.

The business entity has the responsibility to ensure certificate of training requirements defined in the job descriptions are in good standing and have not exceed the recommended renewal dates (e.g., BLS, ACLS, STABLE). If a full date is not provided on a certificate of training, the renewal date on those documents will be the last day of the month.

Non-Clinical Training

HealthStream is not only a tool for clinical training; it provides a wealth of development resources for non-clinical employees as well. Additionally, HCA offers free access to a multitude of internal and external resources for employees and managers to take ownership of their career development and collaborate effectively with their peers.

Further detail can be found on all learning and leadership offerings on the Leadership & Organizational Development page at http://atlas2.medcity.net/portal/site/lod. Offerings include:

- **Bersin Insights**
  - Research and benchmarking tools to address business issues and talent challenges in the following practice areas: Learning & Development, Talent Management, Talent Acquisition, Leadership Development, and Human Resources
  - http://www.bersin.com/Register/Self.aspx?r=1948gXR5scfM
- **Corporate Executive Board Corporate Leadership Council (CEB CLC)**
  - Archive of strategic and short-term research on employee engagement, HR metrics and analytics, and HR strategic planning.
  - https://clc.executiveboard.com/Public/Default.aspx
- **Mobile ManageMentor**
  - Mobile application designed to provide quick answers and expert tips to important management problems
- **Sg2**
  - Analytics-based health care expertise that provides robust intelligence and analytics platforms specifically dedicated to the healthcare market. Sg2 includes resources for expert insights, publications, and event registration.

L&OD Catalog

Visit the latest Leadership & Organizational Development course catalog at http://connect.medcity.net/web/li/overview for links to thousands of learning tools and leadership resources including:

- Crucial conversations
  - How to handle high-stakes conversations where opinions vary and emotions run strong

- Harvard Leadership Transitions
  - Self-directed learning module aimed at preparing new leaders for success. It offers materials to help guide you through your new role from day one and give you the skills you need to have a significant leadership impact
  - Leadership Transitions program consists of eight online course modules designed to provide guidance and specific action plans to help you quickly make a positive impact in your position.
- Harvard ManageMentor
  - Online resource that delivers management tools and enables better decision making through 44 dynamic leadership courses.
  - Leverages the collective knowledge of colleagues through social learning and community features and incorporates proven practices that reinforce learning and build skills, addressing a broad range of issues faced by managers every day.
  - Accessible through HealthStream by searching for "Harvard" in the catalog search field.

IT&S

IT&S also uses the iTrain Catalog. The iTrain Curriculum Center may be accessed here.

Related Information

Healthstream

Attachment 2Q-1

The Joint Commission Certificates and The Joint Commission Letter

TriStar Summit Medical Center

Hermitage, TN

has been Accredited by

The Joint Commission

Which has surveyed this organization and found it to meet the requirements for the

Hospital Accreditation Program

June 29, 2024

Accreditation is customarily valid for up to 36 months.

Jane Englebright, PhD, RN, CENP, FAAN
Chair, Board of Commissioners

ID #7806
Print/Reprint Date: 09/11/2024

Jonathan B. Perlin, MD, PhD, MSHA, MACP, FACMI
President and Chief Executive Officer

The Joint Commission is an independent, not-for-profit national body that oversees the safety and quality of health care and other services provided in accredited organizations. Information about accredited organizations may be provided directly to The Joint Commission at 1-800-994-6610. Information regarding accreditation and the accreditation performance of individual organizations can be obtained through The Joint Commission's web site at www.jointcommission.org.

CERTIFICATE OF DISTINCTION

has been awarded to

Summit Medical Center

Hermitage, TN

in the management of

Chest Pain

by

The Joint Commission

based on a review of compliance with national standards, clinical guidelines and outcomes of care.

September 18, 2024

Certification is customarily valid for up to 24 months.

Jane Englebright, PhD, RN, CENP, FAAN
Chair, Board of Commissioners

ID #7806

Print/Reprint Date: 11/15/2024

Jonathan B. Perlin, MD, PhD, MSHA, MACP, FACMI
President and Chief Executive Officer

The Joint Commission is an independent, not-for-profit national body that oversees the safety and quality of health care and other services provided in certified organizations. Information about certified organizations may be provided directly to The Joint Commission at 1-800-994-6610. Information regarding certification and the certification performance of individual organizations can be obtained through The Joint Commission's web site at www.jointcommission.org.

CERTIFICATE OF DISTINCTION

has been awarded to

Summit Medical Center

Hermitage, TN

for Advanced Certification as

Thrombectomy Capable Stroke Center

by

The Joint Commission

based on a review of compliance with national standards, clinical guidelines and outcomes of care.

August 23, 2024

Certification is customarily valid for up to 24 months.

Jane Englebright, PhD, RN, CENP, FAAN
Chair, Board of Commissioners

ID #7806

Print/Reprint Date: 11/11/2024

Jonathan B. Perlin, MD, PhD, MSHA, MACP, FACMI
President and Chief Executive Officer

The Joint Commission is an independent, not-for-profit national body that oversees the safety and quality of health care and other services provided in certified organizations. Information about certified organizations may be provided directly to The Joint Commission at 1-800-994-6610. Information regarding certification and the certification performance of individual organizations can be obtained through The Joint Commission's web site at www.jointcommission.org.

The Joint Commission

June 20, 2025 HCO ID: 7806

Cindy Bergmeier
Chief Executive Officer
TriStar Summit Medical Center
5655 Frist Boulevard
Hermitage, Tennessee 37076

Dear Mrs. Bergmeier:

This letter is to confirm that The Joint Commission considers TriStar Summit Medical Center accredited/certified for the following:

Summit Medical Center
DBA: TriStar Summit Medical Center
5655 Frist Blvd., Hermitage, TN, 37076

Accreditation:

- Cardiac Catheterization Lab
- CT Scanner
- Dialysis Unit
- Ear/Nose/Throat Surgery
- EEG/EKG/EMG Lab
- Gastroenterology
- GI or Endoscopy Lab
- Gynecological Surgery
- Gynecology
- Hazardous Medication Compounding
- Inpatient Unit
- Interventional Radiology
- Joint Replacement - Hip
- Joint Replacement - Knee
- Labor & Delivery
- Magnetic Resonance Imaging
- Medical /Surgical Unit
- Medical ICU
- Neurosurgery
- Non-Sterile Medication Compounding
- Normal Newborn Nursery
- Nuclear Medicine
- Orthopedic Surgery
- Orthopedic/Spine Unit
- Outpatient Clinics
- Pediatric Otolaryngology
- Plastic Surgery
- Positron Emission Tomography (PET)
- Post Anesthesia Care Unit (PACU)
- Radiation Oncology
- Rehabilitation Unit
- Sleep Laboratory

Headquarters
One Renaissance Boulevard
Oakbrook Terrace, IL 60181
630 792 5000 Voice

- Spine Surgery
- Sterile Medication Compounding
- Stroke Rehabilitation
- Surgical ICU
- Surgical Unit
- Teleradiology
- Thoracic Surgery
- Ultrasound
- Urology
- Vascular Surgery

Certifications:

- Chest Pain
- Joint Replacement – Hip
- Joint Replacement – Knee
- Spine Surgery
- Stroke Rehabilitation
- Thrombectomy-Capable Stroke Center

TriStar Summit Outpatient Diagnostic Center
DBA: TriStar Summit Medical Center Outpatient Diagnostic Center
3901 Central Pike, Hermitage, TN, 37076

Accreditation:

- Outpatient Clinics
- Perform Invasive Procedure

Tristar Summit Imaging at Lebanon
100 Physicians Way, Ste. 100 & 110, Lebanon, TN, 37087

Accreditation:

- Outpatient Clinics

Tristar Summit Imaging at Mount Juliet
DBA: Tristar Summit Imaging at Mount Juliet
Suite 110 660 South Mount Juliet Road, Mount Juliet, TN, 37122

Accreditation:

- Outpatient Clinics

TriStar Mt. Juliet Emergency Center
DBA: DBA Tristar Mt. Juliet Emergency Center
100 Summit Blvd, Mount Juliet, TN, 37122

Accreditation:

- Administration of Blood Product
- Administration of High Risk Medications
- Anesthesia
- Perform Invasive Procedure

Tristar Summit Advanced Wound Care and Vascular Center
DBA: Tristar Summit Advanced Wound Care and Vascular Center
Suite 496 3901 Central Pike, Hermitage, TN, 37076

Accreditation:

- Outpatient Clinics

Summit Medical Center Outpatient Rehabilitation
DBA: TriStar Summit Medical Center Outpatient Rehabilitation

The Joint Commission

3901 Central Pike Suite 451, Hermitage, TN, 37076
Accreditation:
- Outpatient Clinics

Tristar Summit Surgery Center Lebanon
DBA: Tristar Summit Surgery Center Lebanon
125 Willard Hagan Dr., Lebanon, TN, 37087
Accreditation:
- Ambulatory Surgery Center
- Anesthesia
- Perform Invasive Procedure

Tristar Summit Radiation Therapy
DBA: Sarah Cannon Cancer Institute at Tristar Summit
3901 Central Pike, Suite 153, Hermitage, TN, 37076
Accreditation:
- Outpatient Clinics

If you have any questions, please do not hesitate to contact me at (630) 792-5791.

Sincerely,

Dana Lewin

Dana Lewin, MS, RDN
Lead Account Executive
Accreditation and Certification Operations

Attachment 2Q-2

Awards

440150
Tristar Summit Medical Center
Hermitage, TN 37076



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2024_10_08

Message
Hospital Wide
Recipient of Healthgrades® America's 250 Best Hospitals Award™ for 3 Years in a Row (2023-2025)
Best Specialty
One of Healthgrades America's 100 Best Hospitals for Pulmonary Care™ for 2 Years in a Row (2024-2025)
One of Healthgrades America's 100 Best Hospitals for Stroke Care™ for 2 Years in a Row (2024-2025)
One of Healthgrades America's 100 Best Hospitals for Critical Care™ for 2 Years in a Row (2024-2025)
One of Healthgrades America's 50 Best Hospitals for Vascular Surgery™ for 4 Years in a Row (2022-2025)
State Ranking
2 in TN for Critical Care
3 in TN for Neurosciences
3 in TN for Pulmonary Care
3 in TN for Stroke Care
3 in TN for Cardiology
Cardiac
Named Among the Top 5% in the Nation for Cardiology Services for 2 Years in a Row (2024-2025)
Named Among the Top 10% in the Nation for Cardiology Services for 2 Years in a Row (2024-2025)
Five-Star Recipient for Coronary Interventional Procedures for 3 Years in a Row (2023-2025)
Five-Star Recipient for Treatment of Heart Attack for 3 Years in a Row (2023-2025)
Five-Star Recipient for Treatment of Heart Failure for 4 Years in a Row (2022-2025)

Five-Star Recipient for Pacemaker Procedures for 3 Years in a Row (2023-2025)
Orthopedics
Five-Star Recipient for Hip Fracture Treatment for 5 Years in a Row (2021-2025)
Neurosciences
Recipient of the Healthgrades Neurosciences Excellence Award™ for 2 Years in a Row (2024-2025)
Recipient of the Healthgrades Stroke Care Excellence Award™ for 4 Years in a Row (2022-2025)
Named Among the Top 5% in the Nation for Neurosciences for 2 Years in a Row (2024-2025)
Named Among the Top 5% in the Nation for Treatment of Stroke for 2 Years in a Row (2024-2025)
Named Among the Top 10% in the Nation for Neurosciences for 2 Years in a Row (2024-2025)
Named Among the Top 10% in the Nation for Treatment of Stroke for 4 Years in a Row (2022-2025)
Five-Star Recipient for Treatment of Stroke for 4 Years in a Row (2022-2025)
Pulmonary
Recipient of the Healthgrades Pulmonary Care Excellence Award™ for 4 Years in a Row (2022-2025)
Named Among the Top 5% in the Nation for Overall Pulmonary Services for 2 Years in a Row (2024-2025)
Named Among the Top 10% in the Nation for Overall Pulmonary Services for 4 Years in a Row (2022-2025)
Five-Star Recipient for Treatment of Pneumonia for 4 Years in a Row (2022-2025)
Vascular
Recipient of the Healthgrades Vascular Surgery Excellence Award™ for 4 Years in a Row (2022-2025)
Named Among the Top 5% in the Nation for Vascular Surgery for 4 Years in a Row (2022-2025)
Named Among the Top 10% in the Nation for Vascular Surgery for 4 Years in a Row (2022-2025)
Five-Star Recipient for Repair of Abdominal Aorta for 3 Years in a Row (2023-2025)
Five-Star Recipient for Carotid Surgery for 7 Years in a Row (2019-2025)
Gastrointestinal
Five-Star Recipient for Gallbladder Removal Surgery in 2025
Critical Care
Recipient of the Healthgrades Critical Care Excellence Award™ for 3 Years in a Row (2023-2025)
Named Among the Top 5% in the Nation for Critical Care for 2 Years in a Row (2024-2025)
Named Among the Top 10% in the Nation for Critical Care for 3 Years in a Row (2023-2025)
Five-Star Recipient for Treatment of Sepsis for 4 Years in a Row (2022-2025)

Five-Star Recipient for Treatment of Respiratory Failure for 5 Years in a Row (2021-2025)
Five-Star Recipient for Treatment of Diabetic Emergencies for 3 Years in a Row (2023-2025)
Surgical Care
Recipient of the Healthgrades Surgical Care Excellence Award™ for 4 Years in a Row (2022-2025)
Named Among the Top 10% in the Nation for Surgical Care for 4 Years in a Row (2022-2025)
Outpatient
Named Among the Top 5% in the Nation for Outpatient Prostate Excellence in 2025
Named Among the Top 10% in the Nation for Outpatient Prostate Excellence in 2025
One of Healthgrades America's 50 Best Hospitals for Outpatient Prostate Excellence™ in 2025
Five-Star Recipient for Outpatient Prostate Excellence in 2025
Recipient of the Healthgrades 2025 Outpatient Prostate Excellence Award™

Attachment - Bed Count

Not Applicable

Project Name : TriStar Summit Medical Center

Supplemental Round Name : 1 **Due Date :** 7/11/2025
Certificate No. : CN2506-022 **Submitted Date :** 7/5/2025

1. **2N. Service Area**

Does the applicant currently operate any FSEDs in the same close proximity (3.1 miles to VWCH) to an acute care hospital?

Please explain how the number Wilson County residents served at the TriStar Mt Juliet FSED and TriStar Summit ED were obtained from the Joint Annual Reports (2020-2024) and separated from other counties as ED utilization is not available at a county level in the JARs.

Exhibit 2N-5: Please check the number of EDs listed for Davidson County as it appears they may be double counting the TriStar Summit Mt Juliet ED rooms in both Wilson and Davidson County,

Exhibit 2N-6: Please provide a map of the ZIP Code boundaries within Wilson County.

Exhibit 2N-9: Please check the milage listed from the TriStar Lebanon FSED to Gladeville and Norene as HFC results are slightly different - 8.6 miles to Gladeville, and 12.5 miles to Norene.

Exhibit 2N-10: Please check the drive time listed from the Vanderbilt Wilson County Hospital to the proposed TriStar Lebanon FSED as HFC results are slightly different - 8 minutes vs. 11 minutes.

The locations identified in Exhibits 2N-9 and 2N-10 are noted. Please provide an overview of the large population centers within Wilson County (Mt. Juliet and Lebanon) for reference in addition to distances to these communities.

Response : Because of the number of questions, the Applicant reproduces them below in unbolded font and responds in bold.

Does the applicant currently operate any FSEDs in the same close proximity (3.1 miles to VWCH) to an acute care hospital?

The Applicant notes that VWCH is 3.2 miles from the proposed TriStar Lebanon FSED.

The Applicant currently operates the TriStar Mt. Juliet FSED, which is between 6 and 8 miles from the TriStar Summit's main campus. However, TriStar Health and its affiliates currently operate 6 FSEDs in Middle Tennessee, some of which are in similar proximity to an acute care hospital. In addition, TriStar Skyline received a CON to establish the TriStar East Nashville FSED, which will be 2.0 miles from Nashville General Hospital, 3.8 miles from St. Thomas Midtown, and 4.1 miles from TriStar Centennial. Moreover, Parkridge Medical Center, part of the TriStar Division, operates multiple FSEDs, which includes the Parkridge Camp Jordan FSED. Parkridge Camp Jordan FSED is located 1.9 miles from Parkridge East Hospital.

Please explain how the number Wilson County residents served at the TriStar Mt Juliet FSED and TriStar Summit ED were obtained from the Joint Annual Reports (2020-2024) and separated from other counties as ED utilization is not available at a county level in the JARs.

This sourcing was in error. The correct source is TriStar Summit Internal Data. This has been revised in the portal and is reproduced below.

Exhibit 2N-4R
TriStar Summit and TriStar Mt. Juliet FSED Historical ED Visits from Service Area

Year	Wilson County ED Visits		
	TriStar Mt. Juliet FSED	TriStar Summit	Total Wilson County Visits
2020	8,880	10,125	19,005
2021	11,557	9,662	21,219
2022	14,081	8,992	23,073
2023	15,430	9,200	24,630
2024	16,586	9,152	25,738
Percent Change	86.8%	-9.6%	35.4%

Source: TriStar Summit Internal Data.

Exhibit 2N-5: Please check the number of EDs listed for Davidson County as it appears they may be double counting the TriStar Summit Mt Juliet ED rooms in both Wilson and Davidson County,

First, Exhibit 2N-5 does not address the number of EDs. Rather, Exhibit 2N-5 pertains to the number of ED treatment rooms. The treatment rooms for TriStar Summit Mt. Juliet ED are correctly attributed to Wilson County. Rather, it appears that the TriStar Spring Hill FSED was not correctly attributed to Maury County.

Exhibit 2N-5R
Treatment Rooms by County

County	TRs by County			2025 Population	TRs / 1,000 Population
	Hospital Based	FSED	Total		
Williamson	36	11	47	277,193	0.17
Wilson	19	11	30	171,708	0.17
Blount	27	0	27	144,400	0.19
Montgomery	43	9	52	251,815	0.21
Sumner	54	9	63	215,234	0.29
Rutherford	121	0	121	388,909	0.31
Bradley	41	0	41	113,913	0.36
Washington	51	0	51	140,553	0.36
Robertson	18	11	29	77,700	0.37
Sevier	38	0	38	101,026	0.38
Putnam	35	0	35	85,418	0.41
Maury	38	12	50	116,119	0.43
Anderson	35	0	35	80,627	0.43
Shelby	394	8	402	911,049	0.44
Knox	233	8	241	508,654	0.47
Davidson	398	22	420	728,443	0.58
Hamilton	205	22	227	385,843	0.59
Sullivan	123	0	123	164,002	0.75
Madison	75	0	75	99,089	0.76
State of Tennessee	2,598	149	2,747	7,242,733	0.38

Exhibit 2N-6: Please provide a map of the ZIP Code boundaries within Wilson County.

Exhibit 2N-6S below contains a map of Wilson County with zip codes. As shown below, the majority of 37087, 37122, 37090, and 37184 are within Wilson County. However, portions of many other zip codes have portions in Wilson County, including 37085, 37016, 37095, 37012, and 37076.

Exhibit 2N-6S
Map of Wilson County with Zip Codes

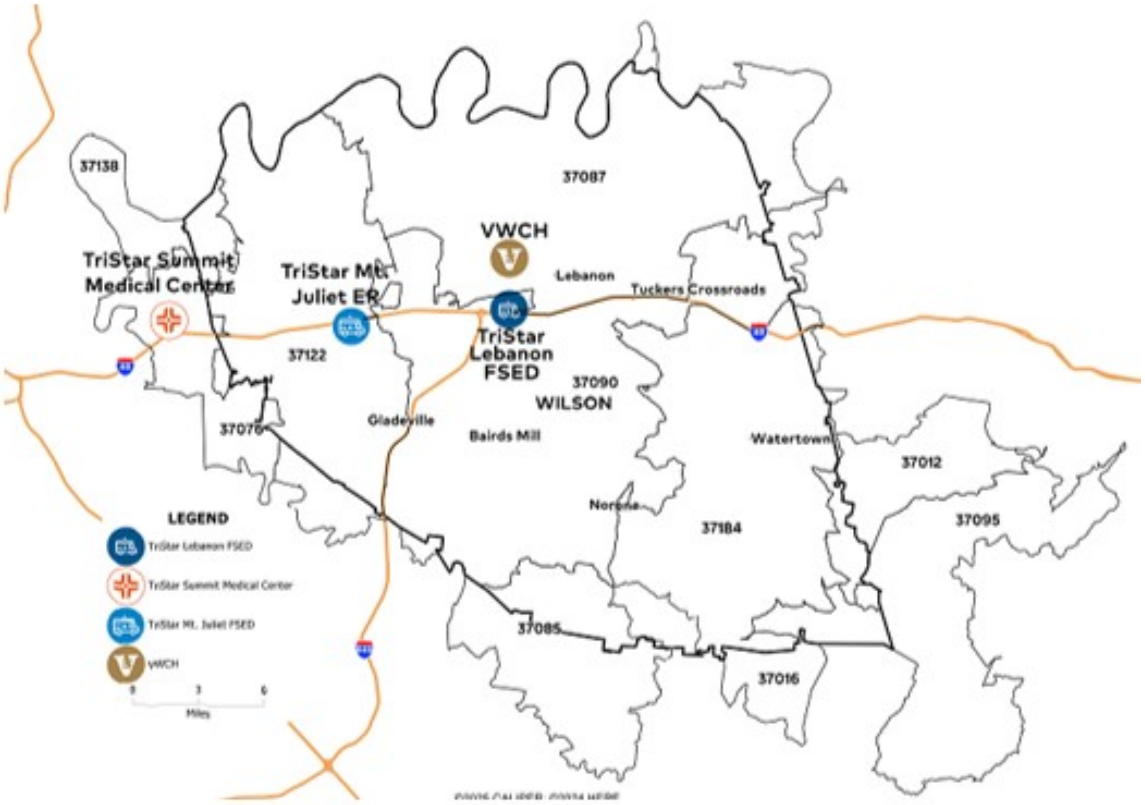


Exhibit 2N-9: Please check the milage listed from the TriStar Lebanon FSED to Gladeville and Norene as HFC results are slightly different - 8.6 miles to Gladeville, and 12.5 miles to Norene.

The Applicant rechecked the mileage with Google Maps, Apple Maps, and Bing Maps. Depending upon the time of day and route, the Applicant found the following:

Exhibit 2N-9S-1
Miles from Gladeville and Norene to Proposed TriStar Lebanon FSED

Source	Gladeville	Norene
Google Maps	8.6-8.8	12.5-14.2
Bing Maps	8.8-9.5	14.1-14.4
Apple Maps	8.5-9.3	12-17
Average	8.9	14.0

Exhibit 2N-9 has been updated to include the averages of the three sources.

Exhibit 2N-10: Please check the drive time listed from the Vanderbilt Wilson County Hospital to the proposed TriStar Lebanon FSED as HFC results are slightly different - 8 minutes vs. 11 minutes.

The Applicant rechecked the mileage in Exhibit 2N-10. According to Google Maps, the travel time can be anywhere from 7 minutes to 16 minutes depending on the day, time of day, and the route.

The locations identified in Exhibits 2N-9 and 2N-10 are noted. Please provide an overview of the large population centers within Wilson County (Mt. Juliet and Lebanon) for reference in addition to distances to these communities.

The larger population centers in Wilson County are Mt. Juliet and Lebanon. Mt. Juliet is a single zip code (37122) with a population of 72,905. Lebanon consists of two zip codes (37087 and 37090) with a combined population nearly 10,000 people larger, at 82,806. Demographic information for these two larger population centers includes the following:

Exhibit 2N-11S
Demographic Information for Mt. Juliet and Lebanon

Population Center	Mt. Juliet	Lebanon
Zip Codes	37122	37087 + 37090
Population		
2010	44,839	55,422
2020	62,583	70,308
2025	72,905	82,806
2030	81,118	92,274
Population Growth Rate		
2010 to 2020	39.6%	26.9%
2020 to 2025	16.5%	17.8%
2025 to 2030	11.3%	11.4%
2025 Percent 65+ Population	17.1%	17.6%

Source: Claritas, 2025

With respect to the distances to the larger population center, Exhibits 2N-9S-2 and 2N-10S contain the travel times and distances to Lebanon and Mt. Juliet.

Exhibit 2N-9S-2
Distances from Lebanon and Mt. Juliet to the Proposed FSED and to Existing EDs in the Service Area

Emergency Room	Distance in Miles from:	Lebanon	Mt. Juliet	Distance to Proposed FSED
TriStar Lebanon FSED		3.1-3.7	11.9-13.4	--
TriStar Mt. Juliet FSED		10.7-11.2	4.5	8.3
VWCH		2.7-3.0	12.6-13.5	3.2

Source: Google Maps

Exhibit 2N-10S
Travel Times from Lebanon and Mt. Juliet to the Proposed FSED and to Existing EDs in the Service Area

Emergency Room	Distance in Minutes from:	Lebanon	Mt. Juliet	Distance to Proposed FSED
TriStar Lebanon FSED Service Area		9-10	18-21	--
TriStar Mt. Juliet FSED Service Area		14-19	8	12
VWCH		7-8	23	11

Source: Google Maps

2. **4N. Special Needs of Service Area**

Are there any ZIP Code level demographic, or special needs considerations such as the number Medicaid enrollees and percentage of uninsured residents between the ZIP Codes in closer proximity to the proposed FSED, i.e. (37090 - Lebanon) or (37087 - Lebanon) and those closer to the Mt. Juliet FSED site (37122 - Mt. Juliet)?

Is there a difference in the percentage of walk-in patients vs. EMS drop off patients at TriStar Mt Juliet FSED and its host hospital?

Exhibit 4N-2: The projected acuity level is noted for the proposed FSED along with the percentage of patients (34%) residing closer to the proposed Lebanon FSED who have historically received emergency care at the TriStar Summit - Mt Juliet FSED. How many of the patients who received care at the Mt. Juliet FSED were for higher acuity care (CPT 99284-99285)?

Response : Are there any ZIP Code level demographic, or special needs considerations such as the number Medicaid enrollees and percentage of uninsured residents between the ZIP Codes in closer proximity to the proposed FSED, i.e. (37090 - Lebanon) or (37087 - Lebanon) and those closer to the Mt. Juliet FSED site (37122 - Mt. Juliet)?

To the best of the Applicant's knowledge, Medicaid enrollment is not available by zip code. However, other factors indicate that residents of 37087 and 37090 (Lebanon), as well as 37184 (Watertown), have greater special need considerations when contrasted

with 37122 (Mt. Juliet) as shown in Exhibit 4N-3S. Establishing the FSED in Lebanon to decompress the TriStar Mt. Juliet FSED will simultaneously creating an access point closer to the special need population. Such is a consumer advantage for these area residents.

Exhibit 4N-3S
Demographic Information for Service Area Zip Codes

Population Center	Mt. Juliet	Lebanon	Watertown
Zip Codes	37122	37087 + 37090	37184
2025 Percent 65+ Population	17.1%	17.6%	17.7%
2025 Median Household Income	$110,934	$72,400	$72,915
Percent Below Poverty Level	2.9%	7.6%	7.2%

Source: Claritas, 2025

Is there a difference in the percentage of walk-in patients vs. EMS drop off patients at TriStar Mt Juliet FSED and its host hospital?

Yes. In 2024, the percentage of patients arriving via EMS at TriStar Mt. Juliet FSED is 1.6%; those arriving via EMS at the host hospital is greater than 28%.

Exhibit 4N-2: The projected acuity level is noted for the proposed FSED along with the %age of patients (34%) residing closer to the proposed Lebanon FSED who have historically received emergency care at the TriStar Summit - Mt Juliet FSED. How many of the patients who received care at the Mt. Juliet FSED were for higher acuity care (CPT 99284-99285)?

The percentage of patients at TriStar Mt. Juliet FSED who are higher acuity (CPT 99284 and 99285) is 45.9 % in 2024, this represented 10,418 patients.

3. **6N. Utilization and/or Occupancy Statistics**

Exhibit 6N-4: Please show the projected population growth along with age group ED use rates that were used to project the service area visit per year included in this Exhibit.

Exhibit 6N-6: It is noted that the percentages of service area patients to be treated (15%-16%) are based on any historical FSED utilization. Are any of the applicant's FSED facilities located within a comparable proximity to an acute care hospital as this project (3.1 miles). How was proximity to existing acute care hospitals factored into these percentage estimates?

Response : The projected population for Wilson County from the Boyd Center projections is as follows:

Wilson County	Population Estimate by Year					
	2024	2025	2026	2027	2028	2029
<18	38,029	39,073	40,046	40,978	41,875	42,743
19-44	57,787	59,001	60,160	61,280	62,439	63,551
45-64	43,804	44,725	45,653	46,594	47,525	48,445
65-74	16,515	17,050	17,546	18,013	18,448	18,854
75-84	8,796	9,140	9,481	9,821	10,156	10,492
85+	2,534	2,719	2,908	3,090	3,270	3,445
Total	167,465	171,708	175,794	179,776	183,713	187,530

Source: Boyd Center Population Projections

The ED use rates utilized to forecast future ED visits were based on the CY 2023 use rates by age cohort derived from the Wilson County HDDS data, as follows:

Wilson County	CY 2023		
	ER Visits	Population	Use Rate
<18	10,397	36,948	281.4
19-44	23,077	56,496	408.5
45-64	15,403	42,903	359.0
65-74	6,788	15,937	425.9
75-84	5,706	8,442	675.9
85+	2,163	2,349	920.8
Total	63,534	163,075	389.6

To forecast future Wilson County ED visits, the use rates by age cohort above were applied to the population by age cohort. This results in the following estimated Wilson County ER visits by forecast year for the first two years after opening of the proposed TriStar Lebanon FSED.

Wilson County	Forecasted ER Visits	
	2028	2029
<18	11,784	12,028
19-44	25,504	25,959
45-64	17,062	17,393
65-74	7,858	8,030
75-84	6,865	7,092
85+	3,011	3,172
Total	72,083	73,673

The Applicant notes that VWCH is 3.2 miles from the proposed TriStar Lebanon FSED. The Applicant currently operates the TriStar Mt. Juliet FSED, which is between 6 and 8 miles from the TriStar Summit's main campus. However, TriStar Health and its affiliates currently operate 6 FSEDs in Middle Tennessee, some of which are in similar proximity to an acute care hospital. Moreover, the TriStar East Nashville FSED, will be closer to an acute care facility than the proposed facility. That being said, different market dynamics and the reasons for facilities (geographic isolation, capacity, etc.) are all factored into the estimates. Here, proximity was part of the planning process, which also included consideration of the population growth, especially in the 65+ category, the fact that both facilities in the Service Area are operating well over capacity, and the fact that TriStar Health already accounts for 47% of visits from the Service Area.

4. **7Q. Legal Judgements**

Please address the following:

Tristar Skyline Medical Center Agreed to Pay $725,000 for Allegedly Violating Patient Dumping Statute by Failing to Provide Available Stabilizing Treatment | Office of Inspector General | Government Oversight | U.S. Department of Health and Human Services

Tristar Centennial Medical Center Agreed to Pay $725,000 for Allegedly Violating Patient Dumping Statute by Failing to Provide Available Stabilizing Treatment | Office of Inspector General | Government Oversight | U.S. Department of Health and Human Services

TriStar Greenview Regional Hospital Agreed to Pay $90,000 for Allegedly Violating Patient Dumping Statute by Failing to Treat a Patient with an Emergency Medical Condition | Office of Inspector General | Government Oversight | U.S. Department of Health and Human Services

Response :

The following information is provided in response to the HFC's specific Supplemental Question related to the TriStar Centennial Medical Center ("TriStar Centennial") – OIG settlement:

On December 29, 2021, TriStar Centennial entered into a settlement agreement with the Office of the Inspector General of the U.S. Department of Health and Human Services ("OIG"). This settlement was in connection with a 2017 CMS survey that resulted in a Statement of Deficiency (CMS-2567) setting forth CMS's alleged EMTALA violations. TriStar Centennial responded with a Plan of Correction (with no acknowledgement of liability) that CMS accepted. The OIG then cited TriStar Centennial with certain EMTALA violations. TriStar Centennial disputed the OIG's position. However, to avoid the uncertainty and expense of litigation, TriStar Centennial settled with the OIG pursuant to which TriStar Centennial paid the U.S. Department of Health and Human Services $725,000 without any admission of wrongdoing or any concession as to the lack of merit of the allegations by the OIG. This settlement did not involve payment of any civil penalties involving claims related to the provision of healthcare services.

The following information is provided in response to the HFC's specific Supplemental Question related to the TriStar Skyline Medical Center ("TriStar Skyline") – OIG settlement:

On December 29, 2021, TriStar Skyline entered into a settlement agreement with the OIG. This settlement was in connection with a 2017 CMS survey that resulted in a Statement of Deficiency (CMS-2567) setting forth CMS's alleged EMTALA violations. TriStar Skyline responded with a Plan of Correction (with no acknowledgement of liability) that CMS accepted. The OIG then cited TriStar Skyline with certain EMTALA violations. TriStar Skyline disputed the OIG's position. However, to avoid the uncertainty and expense of litigation, TriStar Skyline settled with the OIG pursuant to which TriStar Skyline paid the U.S. Department of Health and Human Services $725,000 without any admission of wrongdoing or any concession as to the lack of merit of the allegations by the OIG. This settlement did not involve payment of any civil penalties involving claims related to the provision of healthcare services.

The following information is provided in response to the HFC's specific Supplemental Question related to the TriStar Greenview Regional Hospital ("TriStar Greenview") – OIG settlement:

On January 18, 2024, TriStar Greenview entered into a settlement agreement with the OIG. This settlement was in connection with a 2021 CMS survey that resulted in a Statement of Deficiency (CMS-2567) setting forth CMS's alleged EMTALA violations. TriStar Greenview responded with a Plan of Correction (with no acknowledgement of liability) that CMS accepted. The OIG then cited TriStar Greenview with certain EMTALA violations (i.e., that TriStar Greenview violated EMTALA when a physician on its medical staff failed to come to the hospital when covering ED call. TriStar Greenview disputed the OIG's position. However, to avoid the uncertainty and expense of litigation, TriStar Greenview settled with the OIG pursuant to which TriStar Greenview paid the U.S. Department of Health and Human Services $90,000 without any admission of wrongdoing or any concession as to the lack of merit of the allegations by the OIG. This settlement did not involve payment of any civil penalties involving claims related to the provision of healthcare services.

5. **1N. Criteria and Standards**

Attachment 1N, FSED Criterion #1, Determination of Need, Geographic Isolation

The existence of at-grade railroad crossings inhibiting access to Vanderbilt Wilson County hospital is noted. Does the applicant have any specific data on the frequency and duration of traffic slowdowns for individuals travelling from the south and east of the hospital?

Please show the range of travel times from these communities as some appear to be 2-5 minutes less than listed on the low end: TriStar Mt. Juliet FSED to Wilson County centroid (14 vs 16 min); TriStar Mt. Juliet FSED to 37090 centroid (23 vs 25 min); TriStar Mt. Juliet FSED to Bairds Mill (16 vs 18 min); TriStar Mt. Juliet FSED to Norene (24 vs 29 min); VWCH to Wilson County centroid (13 vs 15 min); VWCH to Bairds Mill (17 vs 20 min); VWCH to Gladeville (16 vs 19 min); and VWCH to Tuckers Crossroad (16 vs 18 min).

How many residents of the communities identified in Exhibits 1N-7 and 1N-8 received services at a TriStar ED as a percentage of the overall number of patients from Wilson County receiving ED services in the most recent year of available data?

What are the populations of these communities identified in Exhibits 1N-7 and 1N-8?

Response : The Applicant does not have specific data as to the duration of traffic slowdowns for individuals traveling. However, according to the United States Department of Transportation Crossing Inventory for the crossing at Babb Drive (DOT #348747S) sees 8 passenger trains (WeGo) per day, along with 2 freight trains per day. Notably, the maximum speed is 20 miles per hour. One of the crossings located to the east of VWCH reports 4 switching freight trains (trains going from one track to another) per day with the maximum speed being 10 miles per hour. Attachment 1-S contains the Form FRA F 6180.71 for the two crossings, along with a map identifying the crossings.

As explained in Question 1, it appears that the difference is attributable to the time of day, day, and route taken. Attached as Attachment 2-S are the Google Map print outs.

The areas reflected in 1N-7 and 1N-8 include Bairds Mill, Cherry Valley, Gladeville, Norene, Watertown and Tucker Crossroads. Watertown has its own zip code (37184) so its population ED usage can be tracked. Gladeville, Bairds Mill, Norene and Cherry Valley are each situated in southern Lebanon and are predominantly located in the Lebanon zip code 37090. Tucker Crossroads is situated in both Lebanon zip codes 37087 and 37090. Given these areas are unincorporated, it is not possible to isolate ED usage.

The HDDS data for CY 2023 (DR# 35551101) identifies there were 28,447 ED visits for resident residing in zip code 37087, which is 44.8% of Wilson County visits. The other two zip codes (37090 and 37184) are truncated data. However, it can be computed that these two zip codes total approximately 13,090 ED visits based on taking Wilson County total less the Mt Juliet (37122) and Lebanon (37087) zip codes. This 13,090 equates to 20.6% of the Wilson County ED visits in 2023. Therefore, these three zip codes in aggregate likely represent 65% of Wilson County ED visit volume in total.

In terms of ED visits to TriStar EDs, as the HDDS data shown reflects, 47.4 % of Wilson County residents are treated at a TriStar ED.

The population of these communities are a subset of the zip code population. The populations are the following:

- **2025 population in zip code 37184 (Watertown) is 6,817; and**
- **2025 population in the two Lebanon zip codes (37090 and 37087) is 82,806, as shown in Question 1 above.**

6. **1N. Criteria and Standards**

Attachment 1N, FSED Criterion #1, Determination of Need, Wait Times

It is noted that wait times are not reported separately from TriStar Summit Medical Center for the Mt Juliet FSED. Does the applicant have any internal data to support the extent of lower wait times at the Mt. Juliet FSED when compared to those at Vanderbilt Wilson County Hospital?

Has Vanderbilt Wilson County Hospital ever been on EMS diversion status in the past year?

Response : According to internal data, TriStar Mt. Juliet FSED's median arrival to discharge time for 7/1/24-6/30/25 is 114 minutes. This is materially less than the 178 minutes at VWCH. Additionally, the arrival to greet time (seen by a qualified medical professional) at the TriStar Mt. Juliet FSED is 4 minutes for the same period.

To the best of the Applicant's knowledge, there is no material history of VWCH being on EMS diversion in the past year. However, TriStar Summit does not have access to such information.

7. **1N. Criteria and Standards**

Attachment 1N, FSED Criterion #1, Determination of Need, Other Applicable Data:

Exhibit 1N-26: Does this data reflect Wilson County residents only, or all patients served at TriStar Summit Medical Center and the Mt Juliet FSED?

Can the applicant provide a percentage of Behavioral Health patients and Patients 65+ for Wilson County overall in addition to the TriStar Summit and the Mt Juliet FSED?

Response : The data reflects all patients at TriStar Summit and TriStar Mt. Juliet FSED.

Please see Exhibit 1N-26S below:

Exhibit 1N-26S
Behavioral Health and Patients 65+

Emergency Services Provider	% of Behavioral Health	Statewide Average (2021)	Wilson County Average (2023)	% of Patients Ages 65+	Statewide Average (2021)	Wilson County Average (2023)
TriStar Summit	5.0%	1.8%	1.7%	25.4%	21.2%	23.1%
TriStar Mt. Juliet FSED	1.3%			18.3%		

Sources: 2024 Internal data for TriStar facilities; HDDS data for 2021 for statewide averages 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, and thus includes both inpatient and outpatient ED visits.

8. **1N. Criteria and Standards**

Attachment 1N, FSED Criterion #2, Expansion of Existing Emergency Department

Please explain what the various site limitations include the make on-campus expansion of the Mt Juliet FSED not optimal.

Response : The Applicant does not assert that expansion is not optimal due to site limitations at the TriStar Mt. Juliet FSED. Rather, expansion at the TriStar Mt. Juliet FSED would not help the patients in Lebanon and the surrounding areas – which is seeing explosive growth – as it would still require these patients to drive much further to receive care. Accordingly, the TriStar Lebanon FSED will address both the capacity constraints at the TriStar Mt. Juliet FSED (and VWCH), while also providing care closer to where patients live – including the 35% already choosing the TriStar Mt. Juliet FSED.

9. **1N. Criteria and Standards**

Attachment 1N, FSED Criterion #3, Relationship to Existing Services

Page 34 - Does the applicant have any data on Wait Times at the Mt. Juliet FSED when compared to TriStar Summit and Vanderbilt Wilson County Hospital?

Please clarify what is meant by "reduced rates of leaving without treatment at the main campus ED". Is this referring to patients seen at TriStar Summit Medical Center or the proposed Lebanon FSED?

Response : According to internal data, TriStar Mt. Juliet FSED's median arrival to discharge time for 7/1/24-6/30/25 is 114 minutes. Additionally, the arrival to greet time (seen by a qualified medical professional) at the TriStar Mt. Juliet FSED is 4 minutes for the same period.

The statement is referring to patients seen at TriStar Summit's main campus ED in Hermitage. While TriStar Summit has stellar Left Without Treatment times despite the capacity constraints, the longer a person must wait for care, the higher the risk that a patient will end up leaving without treatment, which is dangerous. With the addition of a new access point, patients will have an additional location to seek care, which will hopefully result in decompression of the main campus, and therefore, reduced rates of left without being treated.

10. **1N. Criteria and Standards**

Attachment 1N, FSED Criterion #10, Relationship to Existing Applicable Plans

Please list the partnerships with behavioral health providers and physicians' practices in the Lebanon area. Are there any affiliations with providers based outside of Lebanon and Mt Juliet?

Response : TriStar Summit does not have any formal partnerships with any behavior health providers or practices in Lebanon or Mt. Juliet beyond Volunteer Behavioral Health. However, TriStar Health and its affiliates, along with other systems, operate behavioral health hospitals where it refers patients, including Trustpoint Hospital (Rutherford County), Middle Tennessee Mental Health Institute, Pinewood Springs (Maury County), and TriStar Centennial (Davidson County). Facilities and providers to which behavioral patients are referred are based on patient choice, clinical needs, bed availability, and other factors.

11. **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 Mt. Juliet FSED?

Response :

As shown in Exhibit 1N-39, 7.3% of patient visits to TriStar Mt. Juliet FSED resulted in transfer to a higher level of care. The Applicant projects a similar rate of transfer for the TriStar Lebanon FSED.

12. **1N. Criteria and Standards**

Attachment 1N, FSED Criterion #17, Education and Signage

Does the applicant currently have examples of educational materials that are utilized at its Mt Juliet FSED? Do those educational materials promote the proper use of less expensive urgent and primary care services when appropriate? Can they be attached for reference?

Response : **TriStar Summit and the TriStar Mt. Juliet FSED are limited with respect to what information is communicated to a patient seeking treatment at an ED given their obligations under EMTALA. That being said, outside of the ED setting, TriStar Health educates individuals regarding what medical issues warrant a visit to an ED versus those which can be attended to at an urgent care center or by a primary care provider. Examples are found at Attachment 3-S. TriStar Summit also notes that its affiliate operates two (2) heavily utilized urgent care locations in Wilson County (Care Now Mt. Juliet and Care Now Lebanon). These are just two (2) of twenty (20) locations across Wilson County.**

Attachment 1-S

Lebanon TN Crossings near VWCH



7/9/2025, 8:30:35 PM

1:15,832

FRA Mileposts - FRA Rail Mileposts

Railroad Grade Crossings

1

North American Rail Network Main Lines

Passenger Rail

Commuter

World Imagery

Low Resolution 15m Imagery

High Resolution 60cm Imagery

High Resolution 30cm Imagery

Citations

0 0.15 0.3 0.6 mi

0 0.25 0.5 1 km

Maxar

U. S. DOT CROSSING INVENTORY FORM

DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION

OMB No. 2130-0017

Instructions for the initial reporting of the following types of new or previously unreported crossings: For public highway-rail grade crossings, complete the entire inventory Form. For private highway-rail grade crossings, complete the Header, Parts I and II, and the Submission Information section. For public pathway grade crossings (including pedestrian station grade crossings), complete the Header, Parts I and II, and the Submission Information section. For Private pathway grade crossings, complete the Header, Parts I and II, and the Submission Information section. For grade-separated highway-rail or pathway crossings (including pedestrian station crossings), complete the Header, Part I, and the Submission Information section. For changes to existing data, complete the Header, Part I Items 1-3, and the Submission Information section, in addition to the updated data fields. Note: For private crossings only, Part I Item 20 and Part III Item 2.K. are required unless otherwise noted. An asterisk * denotes an optional field.

A. Revision Date (MM/DD/YYYY)	B. Reporting Agency	C. Reason for Update (Select only one)	D. DOT Crossing Inventory Number
06 / 20 / 2025	☒ Railroad ☐ Transit ☐ State ☐ Other	☒ Change in Data ☐ New Crossing ☐ Closed ☐ No Train Traffic ☐ Quiet Zone Update ☐ Re-Open ☐ Date Change Only ☐ Change in Primary Operating RR ☐ Admin. Correction	348747S

Part I: Location and Classification Information

1. Primary Operating Railroad	2. State	3. County
Nashville & Eastern Railroad Corp [NERR]	TENNESSEE	WILSON

4. City / Municipality	5. Street/Road Name & Block Number	6. Highway Type & No.
☒ In ☐ Near LEBANON	BABB DRIVE (Street/Road Name) | * (Block Number)	LS

7. Do Other Railroads Operate a Separate Track at Crossing?	8. Do Other Railroads Operate Over Your Track at Crossing?
☐ Yes ☒ No If Yes, Specify RR	☒ Yes ☐ No If Yes, Specify RR MCSX

9. Railroad Division or Region	10. Railroad Subdivision or District	11. Branch or Line Name	12. RR Milepost
☒ None	☒ None	☐ None MAIN	(prefix) | 0029.80 | (suffix)

13. Line Segment *	14. Nearest RR Timetable Station *	15. Parent RR (if applicable)	16. Crossing Owner (if applicable)
	LEBANON	☒ N/A	☒ N/A

17. Crossing Type	18. Crossing Purpose	19. Crossing Position	20. Public Access (if Private Crossing)	21. Type of Train	22. Average Passenger Train Count Per Day
☒ Public ☐ Private	☒ Highway ☐ Pathway, Ped. ☐ Station, Ped.	☒ At Grade ☐ RR Under ☐ RR Over	☐ Yes ☐ No	☒ Freight ☐ Intercity Passenger ☒ Commuter ☐ Transit ☐ Shared Use Transit ☒ Tourist/Other	☐ Less Than One Per Day ☒ Number Per Day 8

23. Type of Land Use
☐ Open Space ☐ Farm ☐ Residential ☒ Commercial ☐ Industrial ☐ Institutional ☐ Recreational ☐ RR Yard

24. Is there an Adjacent Crossing with a Separate Number?	25. Quiet Zone (FRA provided)
☐ Yes ☒ No If Yes, Provide Crossing Number	☒ No ☐ 24 Hr ☐ Partial ☐ Chicago Excused Date Established

26. HSR Corridor ID	27. Latitude in decimal degrees	28. Longitude in decimal degrees	29. Lat/Long Source
☒ N/A	(WGS84 std: nn.nnnnnnn) 36.2174600	(WGS84 std: -nnn.nnnnnnn) -86.3262400	☒ Actual ☐ Estimated

30.A. Railroad Use *	31.A. State Use *
30.B. Railroad Use *	31.B. State Use *
30.C. Railroad Use *	31.C. State Use *
30.D. Railroad Use *	31.D. State Use *
32.A. Narrative (Railroad Use) *	32.B. Narrative (State Use) *

33. Emergency Notification Telephone No. (posted)	34. Railroad Contact (Telephone No.)	35. State Contact (Telephone No.)
877-533-6913	615-444-1434	615-741-9558

Part II: Railroad Information

1. Estimated Number of Daily Train Movements

1.A. Total Day Thru Trains (6 AM to 6 PM)	1.B. Total Night Thru Trains (6 PM to 6 AM)	1.C. Total Switching Trains	1.D. Total Transit Trains	1.E. Check if Less Than One Movement Per Day ☐ How many trains per week?
10	0	0	0	

2. Year of Train Count Data (YYYY)	3. Speed of Train at Crossing
2025	3.A. Maximum Timetable Speed (mph) 20 3.B. Typical Speed Range Over Crossing (mph) From 5 to 20

4. Type and Count of Tracks
Main 1 Siding 0 Yard 0 Transit 0 Industry 0

5. Train Detection (Main Track only)
☐ Constant Warning Time ☐ Motion Detection ☒ AFO ☐ PTC ☐ DC ☐ Other ☐ None

6. Is Track Signaled?	7.A. Event Recorder	7.B. Remote Health Monitoring
☒ Yes ☐ No	☐ Yes ☒ No	☐ Yes ☒ No

U. S. DOT CROSSING INVENTORY FORM

A. Revision Date *(MM/DD/YYYY)*	PAGE 2	D. Crossing Inventory Number *(7 char.)*
06/20/2025		348747S

Part III: Highway or Pathway Traffic Control Device Information

1. Are there Signs or Signals? ☒ Yes ☐ No

2. Types of Passive Traffic Control Devices associated with the Crossing

2.A. Crossbuck Assemblies *(count)*	2.B. STOP Signs *(R1-1)* *(count)*	2.C. YIELD Signs *(R1-2)* *(count)*	2.D. Advance Warning Signs *(Check all that apply; include count)* ☒ None
2	0		☐ W10-1 _____ ☐ W10-3 _____ ☐ W10-11 _____ ☐ W10-2 _____ ☐ W10-4 _____ ☐ W10-12 _____

2.E. Low Ground Clearance Sign *(W10-5)*	2.F. Pavement Markings	2.G. Channelization Devices/Medians	2.H. EXEMPT Sign *(R15-3)*	2.I. ENS Sign *(I-13)* Displayed
☒ Yes *(count_____)* ☐ No	☒ Stop Lines ☐ Dynamic Envelope ☒ RR Xing Symbols ☐ None	☐ All Approaches ☐ Median ☐ One Approach ☒ None	☐ Yes ☐ No	☒ Yes ☐ No

2.J. Other MUTCD Signs	2.K. Private Crossing Signs *(if private)*	2.L. LED Enhanced Signs *(List types)*
☐ Yes ☒ No Specify Type _____ Count _____ Specify Type _____ Count _____ Specify Type _____ Count _____	☐ Yes ☐ No	

3. Types of Train Activated Warning Devices at the Grade Crossing *(specify count of each device for all that apply)*

3.A. Gate Arms *(count)*	3.B. Gate Configuration	3.C. Cantilevered *(or Bridged)* Flashing Light Structures *(count)*	3.D. Mast Mounted Flashing Lights *(count of masts)* 2	3.E. Total Count of Flashing Light Pairs
Roadway 2 Pedestrian _____	☐ 2 Quad ☐ 3 Quad ☐ 4 Quad ☐ Full *(Barrier)* Resistance ☐ Median Gates	Over Traffic Lane 0 ☐ Incandescent Not Over Traffic Lane 0 ☐ LED	☐ Incandescent ☐ LED ☐ Back Lights Included ☐ Side Lights Included	4

3.F. Installation Date of Current Active Warning Devices: *(MM/YYYY)*	3.G. Wayside Horn	3.H. Highway Traffic Signals Controlling Crossing	3.I. Bells *(count)*
_____/_____ ☐ Not Required	☐ Yes Installed on *(MM/YYYY)* _____/_____ ☐ No	☐ Yes ☒ No	2

3.J. Non-Train Active Warning	3.K. Other Flashing Lights or Warning Devices
☐ Flagging/Flagman ☐ Manually Operated Signals ☐ Watchman ☐ Floodlighting ☐ None	Count 0 Specify type _____

4.A. Does nearby Hwy Intersection have Traffic Signals?	4.B. Hwy Traffic Signal Interconnection	4.C. Hwy Traffic Signal Preemption	5. Highway Traffic Pre-Signals	6. Highway Monitoring Devices *(Check all that apply)*
☒ Yes ☐ No	☐ Not Interconnected ☐ For Traffic Signals ☐ For Warning Signs	☐ Simultaneous ☐ Advance	☐ Yes ☐ No Storage Distance * _____ Stop Line Distance * _____	☐ Yes - Photo/Video Recording ☐ Yes – Vehicle Presence Detection ☐ None

Part IV: Physical Characteristics

1. Traffic Lanes Crossing Railroad	2. Is Roadway/Pathway Paved?	3. Does Track Run Down a Street?	4. Is Crossing Illuminated? *(Street lights within approx. 50 feet from nearest rail)*
☐ One-way Traffic ☐ Two-way Traffic ☐ Divided Traffic Number of Lanes 2	☒ Yes ☐ No	☐ Yes ☒ No	☒ Yes ☐ No

5. Crossing Surface *(on Main Track, multiple types allowed)* Installation Date * *(MM/YYYY)* _____/_____ Width * _____ Length * _____
☐ 1 Timber ☐ 2 Asphalt ☐ 3 Asphalt and Timber ☐ 4 Concrete ☐ 5 Concrete and Rubber ☒ 6 Rubber ☐ 7 Metal
☐ 8 Unconsolidated ☐ 9 Composite ☐ 10 Other *(specify)* _____

6. Intersecting Roadway within 500 feet?	7. Smallest Crossing Angle	8. Is Commercial Power Available? *
☒ Yes ☐ No If Yes, Approximate Distance *(feet)* 200	☐ 0° – 29° ☐ 30° – 59° ☐ 60° - 90°	☒ Yes ☐ No

Part V: Public Highway Information

1. Highway System	2. Functional Classification of Road at Crossing	3. Is Crossing on State Highway System?	4. Highway Speed Limit
☐ (01) Interstate Highway System ☐ (02) Other Nat Hwy System (NHS) ☒ (03) Federal AID, Not NHS ☐ (08) Non-Federal Aid	☐ (0) Rural ☒ (1) Urban ☐ (1) Interstate ☒ (5) Major Collector ☐ (2) Other Freeways and Expressways ☐ (3) Other Principal Arterial ☐ (6) Minor Collector ☐ (4) Minor Arterial ☐ (7) Local	☐ Yes ☒ No	30 MPH ☒ Posted ☐ Statutory

5. Linear Referencing System *(LRS Route ID)* *

6. LRS Milepost *

7. Annual Average Daily Traffic *(AADT)*	8. Estimated Percent Trucks	9. Regularly Used by School Buses?	10. Emergency Services Route
Year 2006 AADT 003593	04 %	☒ Yes ☐ No Average Number per Day 2	☐ Yes ☐ No

Submission Information - *This information is used for administrative purposes and is not available on the public website.*

Submitted by _____ Organization _____ Phone _____ Date _____

Public reporting burden for this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. According to the Paperwork Reduction Act of 1995, a federal agency may not conduct or sponsor, and a person is not required to, nor shall a person be subject to a penalty for failure to comply with, a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for information collection is 2130-0017. Send comments regarding this burden estimate or any other aspect of this collection, including for reducing this burden to: Information Collection Officer, Federal Railroad Administration, 1200 New Jersey Ave. SE, MS-25 Washington, DC 20590.

U. S. DOT CROSSING INVENTORY FORM

DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION

OMB No. 2130-0017

Instructions for the initial reporting of the following types of new or previously unreported crossings: For public highway-rail grade crossings, complete the entire inventory Form. For private highway-rail grade crossings, complete the Header, Parts I and II, and the Submission Information section. For public pathway grade crossings (including pedestrian station grade crossings), complete the Header, Parts I and II, and the Submission Information section. For Private pathway grade crossings, complete the Header, Parts I and II, and the Submission Information section. For grade-separated highway-rail or pathway crossings (including pedestrian station crossings), complete the Header, Part I, and the Submission Information section. For changes to existing data, complete the Header, Part I Items 1-3, and the Submission Information section, in addition to the updated data fields. Note: For private crossings only, Part I Item 20 and Part III Item 2.K. are required unless otherwise noted. An asterisk * denotes an optional field.

A. Revision Date *(MM/DD/YYYY)*	B. Reporting Agency	C. Reason for Update *(Select only one)*	D. DOT Crossing Inventory Number
01 / 24 / 2013	☒ Railroad ☐ Transit ☐ State ☐ Other	☒ Change in Data ☐ New Crossing ☐ Closed ☐ No Train Traffic ☐ Quiet Zone Update ☐ Re-Open ☐ Date Change Only ☐ Change in Primary Operating RR ☐ Admin. Correction	348823H

Part I: Location and Classification Information

1. Primary Operating Railroad	2. State	3. County
Nashville & Eastern Railroad Corp [NERR]	TENNESSEE	WILSON

4. City / Municipality	5. Street/Road Name & Block Number	6. Highway Type & No.
☒ In ☐ Near LEBANON	MCCOWN DR *(Street/Road Name)* | * *(Block Number)*	

7. Do Other Railroads Operate a Separate Track at Crossing?	8. Do Other Railroads Operate Over Your Track at Crossing?
☐ Yes ☒ No If Yes, Specify RR	☐ Yes ☒ No If Yes, Specify RR

9. Railroad Division or Region	10. Railroad Subdivision or District	11. Branch or Line Name	12. RR Milepost
☐ None	☐ None NASHVILLE	☐ None CITY TRACK A01	*(prefix)* | 0000.27 | *(nnnn.nnn)* | *(suffix)*

13. Line Segment *	14. Nearest RR Timetable Station *	15. Parent RR *(if applicable)*	16. Crossing Owner *(if applicable)*
	LEBANON	☐ N/A	☐ N/A

17. Crossing Type	18. Crossing Purpose	19. Crossing Position	20. Public Access *(if Private Crossing)*	21. Type of Train	22. Average Passenger Train Count Per Day
☒ Public ☐ Private	☒ Highway ☐ Pathway, Ped. ☐ Station, Ped.	☒ At Grade ☐ RR Under ☐ RR Over	☐ Yes ☐ No	☐ Freight ☐ Transit ☐ Intercity Passenger ☐ Shared Use Transit ☐ Commuter ☐ Tourist/Other	☐ Less Than One Per Day ☐ Number Per Day 0

23. Type of Land Use
☐ Open Space ☐ Farm ☐ Residential ☐ Commercial ☒ Industrial ☐ Institutional ☐ Recreational ☐ RR Yard

24. Is there an Adjacent Crossing with a Separate Number?	25. Quiet Zone *(FRA provided)*
☐ Yes ☒ No If Yes, Provide Crossing Number	☒ No ☐ 24 Hr ☐ Partial ☐ Chicago Excused Date Established

26. HSR Corridor ID	27. Latitude in decimal degrees	28. Longitude in decimal degrees	29. Lat/Long Source
☐ N/A	*(WGS84 std: nn.nnnnnnn)* 36.2209100	*(WGS84 std: -nnn.nnnnnnn)* -86.3232200	☒ Actual ☐ Estimated

30.A. Railroad Use *	31.A. State Use *
30.B. Railroad Use *	31.B. State Use *
30.C. Railroad Use *	31.C. State Use *
30.D. Railroad Use *	31.D. State Use *
32.A. Narrative *(Railroad Use)* *	32.B. Narrative *(State Use)* *

33. Emergency Notification Telephone No. *(posted)*	34. Railroad Contact *(Telephone No.)*	35. State Contact *(Telephone No.)*
		615-741-9558

Part II: Railroad Information

1. Estimated Number of Daily Train Movements

1.A. Total Day Thru Trains *(6 AM to 6 PM)*	1.B. Total Night Thru Trains *(6 PM to 6 AM)*	1.C. Total Switching Trains	1.D. Total Transit Trains	1.E. Check if Less Than One Movement Per Day ☐ How many trains per week?
0	0	4		

2. Year of Train Count Data *(YYYY)*	3. Speed of Train at Crossing
	3.A. Maximum Timetable Speed *(mph)* 10 3.B. Typical Speed Range Over Crossing *(mph)* From 3 to 10

4. Type and Count of Tracks
Main 0 Siding Yard Transit Industry 1

5. Train Detection *(Main Track only)*
☐ Constant Warning Time ☐ Motion Detection ☐AFO ☐ PTC ☐ DC ☐ Other ☒ None

6. Is Track Signaled?	7.A. Event Recorder	7.B. Remote Health Monitoring
☐ Yes ☒ No	☐ Yes ☐ No	☐ Yes ☐ No

U. S. DOT CROSSING INVENTORY FORM

A. Revision Date *(MM/DD/YYYY)*	PAGE 2	D. Crossing Inventory Number *(7 char.)*
01/24/2013		348823H

Part III: Highway or Pathway Traffic Control Device Information

1. Are there Signs or Signals? ☒ Yes ☐ No

2. Types of Passive Traffic Control Devices associated with the Crossing

2.A. Crossbuck Assemblies *(count)*	2.B. STOP Signs *(R1-1) (count)*	2.C. YIELD Signs *(R1-2) (count)*	2.D. Advance Warning Signs *(Check all that apply; include count)* ☒ None
2	0		☐ W10-1 _____ ☐ W10-3 _____ ☐ W10-11 _____ ☐ W10-2 _____ ☐ W10-4 _____ ☐ W10-12 _____

2.E. Low Ground Clearance Sign *(W10-5)*	2.F. Pavement Markings	2.G. Channelization Devices/Medians	2.H. EXEMPT Sign *(R15-3)*	2.I. ENS Sign *(I-13)* Displayed
☐ Yes *(count_____)* ☒ No	☐ Stop Lines ☐ Dynamic Envelope ☐ RR Xing Symbols ☒ None	☐ All Approaches ☐ Median ☐ One Approach ☒ None	☐ Yes ☐ No	☐ Yes ☒ No

2.J. Other MUTCD Signs ☐ Yes ☒ No
Specify Type _____ Count _____
Specify Type _____ Count _____
Specify Type _____ Count _____

2.K. Private Crossing Signs *(if private)* ☐ Yes ☐ No

2.L. LED Enhanced Signs *(List types)*

3. Types of Train Activated Warning Devices at the Grade Crossing *(specify count of each device for all that apply)*

3.A. Gate Arms *(count)*	3.B. Gate Configuration	3.C. Cantilevered *(or Bridged)* Flashing Light Structures *(count)*	3.D. Mast Mounted Flashing Lights *(count of masts)* 0	3.E. Total Count of Flashing Light Pairs
Roadway 0 Pedestrian _____	☐ 2 Quad ☐ 3 Quad ☐ 4 Quad ☐ Full *(Barrier)* Resistance ☐ Median Gates	Over Traffic Lane 0 ☐ Incandescent Not Over Traffic Lane 0 ☐ LED	☐ Incandescent ☐ LED ☐ Back Lights Included ☐ Side Lights Included	0

3.F. Installation Date of Current Active Warning Devices: *(MM/YYYY)*	3.G. Wayside Horn	3.H. Highway Traffic Signals Controlling Crossing	3.I. Bells *(count)*
_____/_____ ☐ Not Required	☐ Yes Installed on *(MM/YYYY)* _____/_____ ☐ No	☐ Yes ☒ No	0

3.J. Non-Train Active Warning
☐ Flagging/Flagman ☐ Manually Operated Signals ☐ Watchman ☐ Floodlighting ☐ None

3.K. Other Flashing Lights or Warning Devices
Count 0 Specify type _____

4.A. Does nearby Hwy Intersection have Traffic Signals?	4.B. Hwy Traffic Signal Interconnection	4.C. Hwy Traffic Signal Preemption	5. Highway Traffic Pre-Signals	6. Highway Monitoring Devices *(Check all that apply)*
☐ Yes ☒ No	☐ Not Interconnected ☐ For Traffic Signals ☐ For Warning Signs	☐ Simultaneous ☐ Advance	☐ Yes ☐ No Storage Distance * _____ Stop Line Distance * _____	☐ Yes - Photo/Video Recording ☐ Yes – Vehicle Presence Detection ☐ None

Part IV: Physical Characteristics

1. Traffic Lanes Crossing Railroad	2. Is Roadway/Pathway Paved?	3. Does Track Run Down a Street?	4. Is Crossing Illuminated? *(Street lights within approx. 50 feet from nearest rail)*
☐ One-way Traffic ☐ Two-way Traffic ☐ Divided Traffic Number of Lanes 2	☒ Yes ☐ No	☐ Yes ☒ No	☐ Yes ☒ No

5. Crossing Surface *(on Main Track, multiple types allowed)* Installation Date * *(MM/YYYY)* _____/_____ Width * _____ Length * _____
☐ 1 Timber ☐ 2 Asphalt ☒ 3 Asphalt and Timber ☐ 4 Concrete ☐ 5 Concrete and Rubber ☐ 6 Rubber ☐ 7 Metal
☐ 8 Unconsolidated ☐ 9 Composite ☐ 10 Other *(specify)* _____

6. Intersecting Roadway within 500 feet?	7. Smallest Crossing Angle	8. Is Commercial Power Available? *
☐ Yes ☒ No If Yes, Approximate Distance *(feet)* _____	☐ 0° – 29° ☒ 30° – 59° ☐ 60° - 90°	☒ Yes ☐ No

Part V: Public Highway Information

1. Highway System	2. Functional Classification of Road at Crossing	3. Is Crossing on State Highway System?	4. Highway Speed Limit
☐ (01) Interstate Highway System ☐ (02) Other Nat Hwy System (NHS) ☐ (03) Federal AID, Not NHS ☒ (08) Non-Federal Aid	☐ (0) Rural ☒ (1) Urban ☐ (1) Interstate ☐ (5) Major Collector ☐ (2) Other Freeways and Expressways ☐ (3) Other Principal Arterial ☐ (6) Minor Collector ☐ (4) Minor Arterial ☒ (7) Local	☐ Yes ☒ No	30 MPH ☒ Posted ☐ Statutory

5. Linear Referencing System *(LRS Route ID)* *

6. LRS Milepost *

7. Annual Average Daily Traffic *(AADT)*	8. Estimated Percent Trucks	9. Regularly Used by School Buses?	10. Emergency Services Route
Year 2006 AADT 000323	04 %	☒ Yes ☐ No Average Number per Day 2	☐ Yes ☐ No

Submission Information - *This information is used for administrative purposes and is not available on the public website.*

Submitted by _____ Organization _____ Phone _____ Date _____

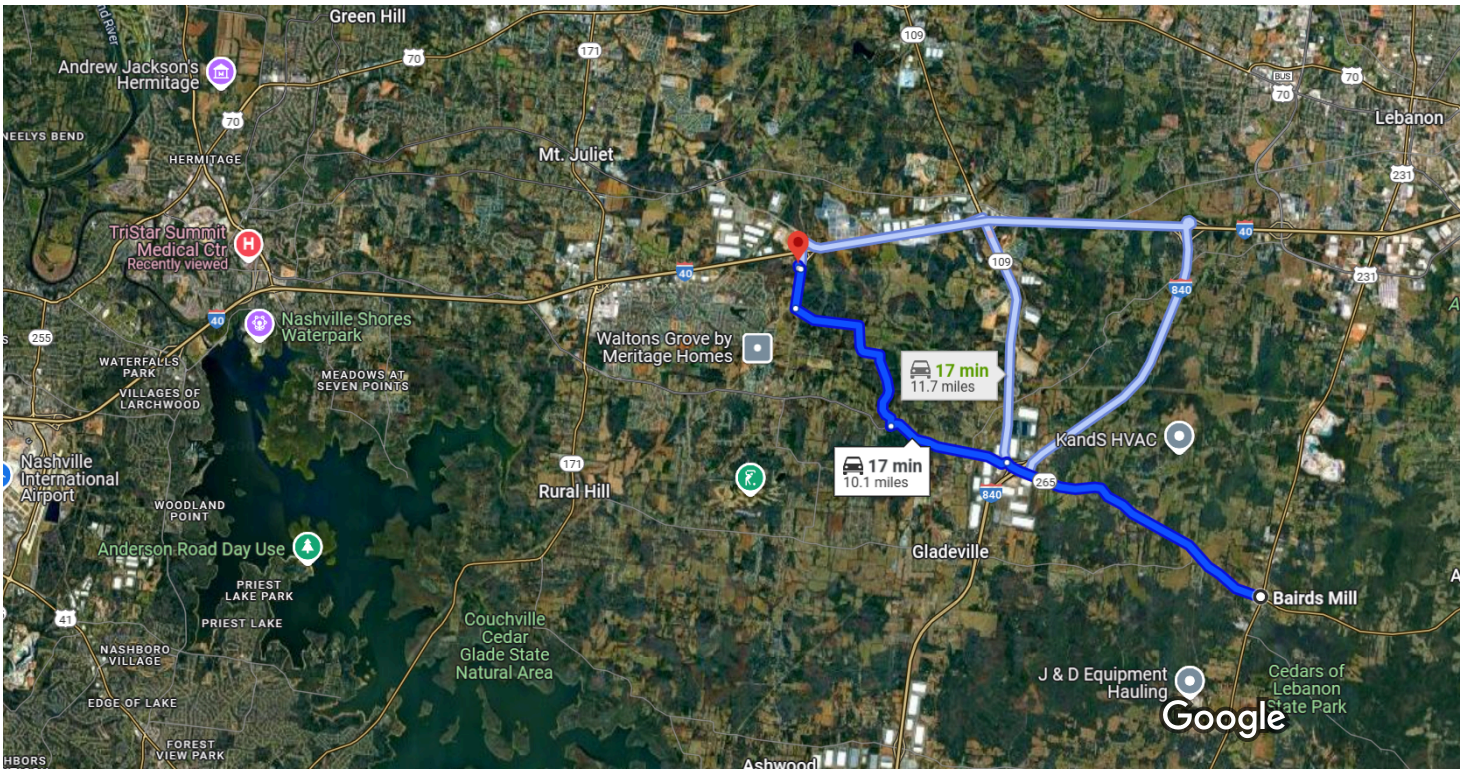
Public reporting burden for this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. According to the Paperwork Reduction Act of 1995, a federal agency may not conduct or sponsor, and a person is not required to, nor shall a person be subject to a penalty for failure to comply with, a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for information collection is 2130-0017. Send comments regarding this burden estimate or any other aspect of this collection, including for reducing this burden to: Information Collection Officer, Federal Railroad Administration, 1200 New Jersey Ave. SE, MS-25 Washington, DC 20590.

Attachment 2-S

Google Maps

Bairds Mill, Tennessee 37090 to TriStar Mt. Juliet ER, 100 Summit Blvd, Mt. Juliet, TN 37122

Drive 10.1 miles, 17 min



Map data ©2025 , Map data ©2025 Google 2 mi

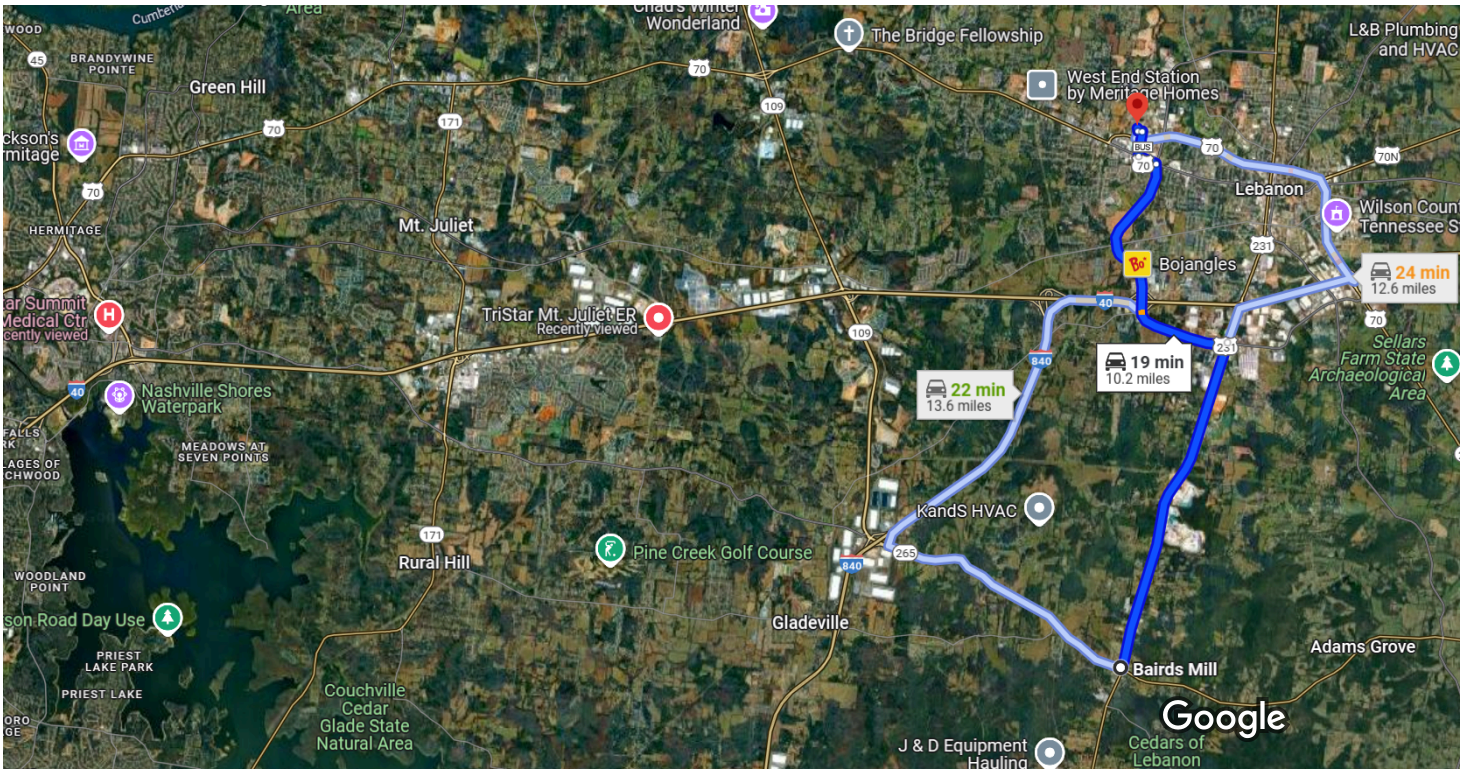
via TN-265 W and Posey Hill Rd Best route	17 min 10.1 miles
via TN-265 W and TN-109 N	17 min 11.7 miles
via TN-265 W, I-840 E and I-40	18 min 15.6 miles

Explore nearby TriStar Mt. Juliet ER

Restaurants | Hotels | Gas stations | Parking Lots | More

Google Maps

Bairds Mill, Tennessee 37090 to Vanderbilt Wilson Cnty Hospital, 1411 W Baddour Pkwy, Lebanon, TN 37087 Drive 10.2 miles, 19 min



Map data ©2025 , Map data ©2025 Google 2 mi

via US-231 N and S Hartmann Dr Fastest route, the usual traffic	19 min 10.2 miles
via TN-265 W and I-840 E	22 min 13.6 miles
via US-231 N and US-70 W Some traffic, as usual	24 min 12.6 miles

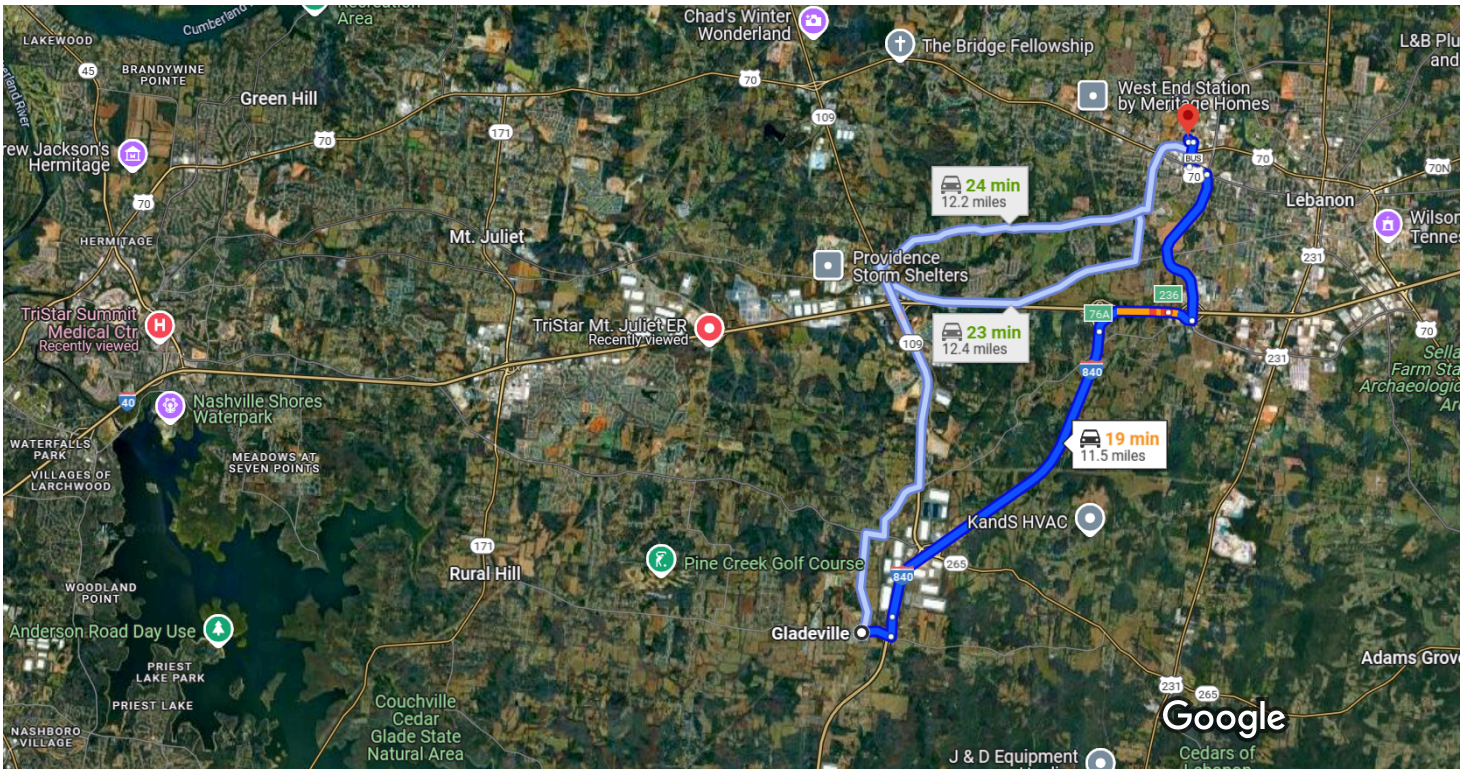
Explore nearby Vanderbilt Wilson Cnty Hospital

Restaurants | Hotels | Gas stations | Parking Lots | More

Google Maps

Gladeville, Tennessee to Vanderbilt Wilson Cnty Hospital, 1411 W Baddour Pkwy, Lebanon, TN 37087

Drive 11.5 miles, 19 min



Map data ©2025 , Map data ©2025 Google 2 mi

via I-840 E — 19 min
Fastest route, despite the usual traffic — 11.5 miles

via TN-109 N and Leeville Pike — 23 min
12.4 miles

via TN-109 N and Hickory Ridge Rd — 24 min
12.2 miles

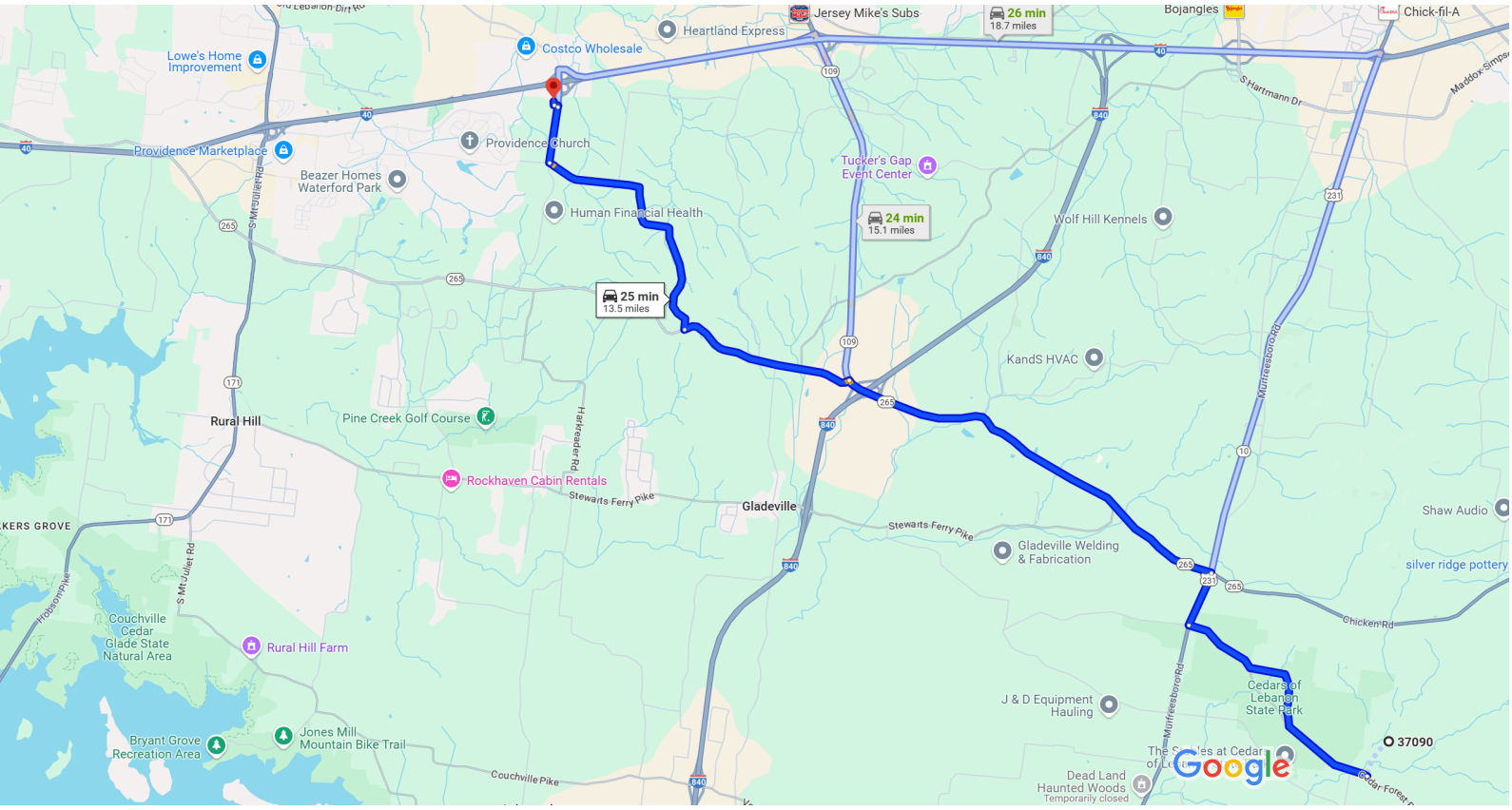
Explore nearby Vanderbilt Wilson Cnty Hospital

Restaurants | Hotels | Gas stations | Parking Lots | More

Google Maps

Lebanon, TN 37090 to TriStar Mt. Juliet ER, 100 Summit Blvd, Mt. Juliet, TN 37122

Drive 13.5 miles, 25 min



Map data ©2025 Google 1 mi

via TN-265 W Best route	25 min 13.5 miles
via TN-265 W and TN-109 N	24 min 15.1 miles
via US-231 N and I-40	26 min 18.7 miles

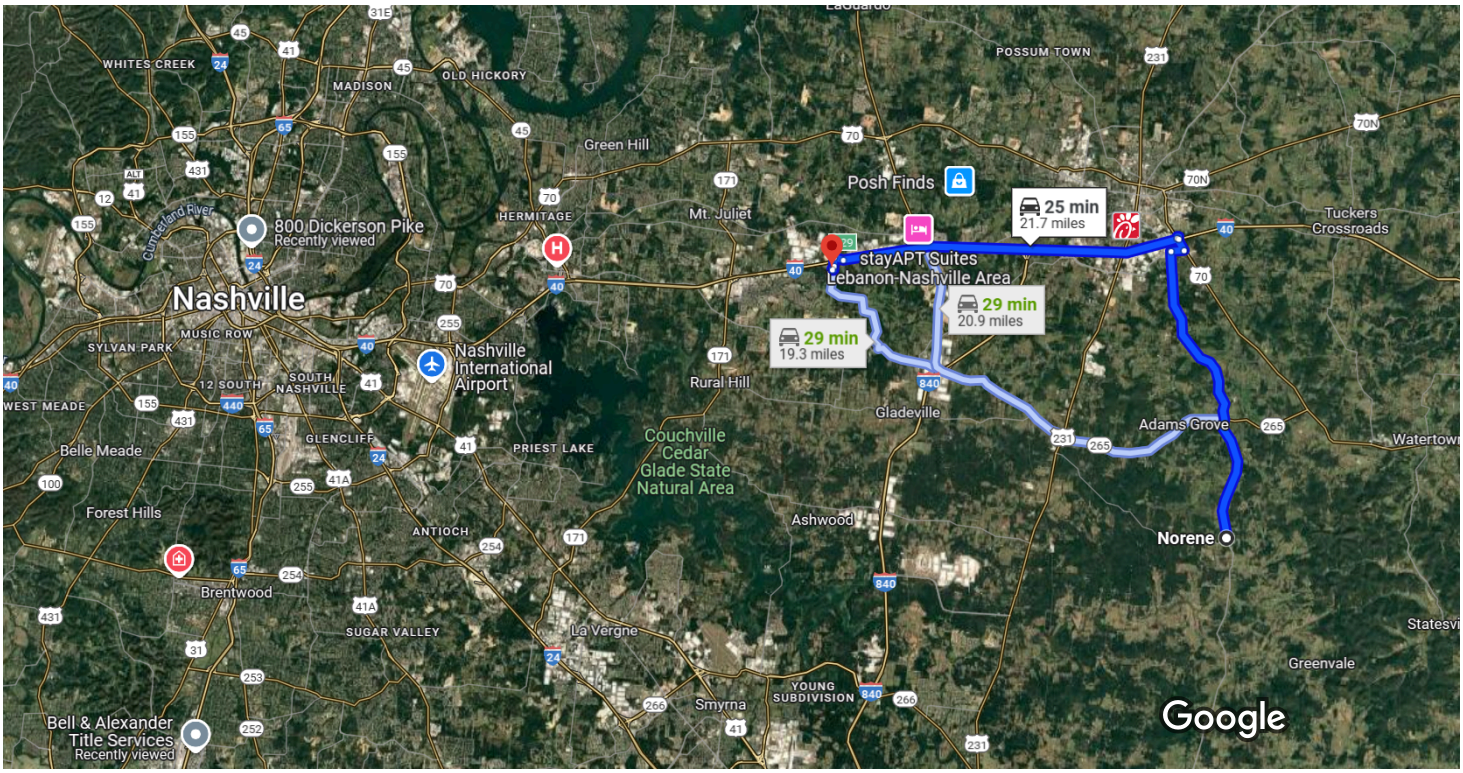
Explore nearby TriStar Mt. Juliet ER

Restaurants | Hotels | Gas stations | Parking Lots | More

Google Maps

Norene, Tennessee to TriStar Mt. Juliet ER, 100 Summit Blvd, Mt. Juliet, TN 37122

Drive 21.7 miles, 25 min



Map data ©2025 , Map data ©2025 Google 2 mi

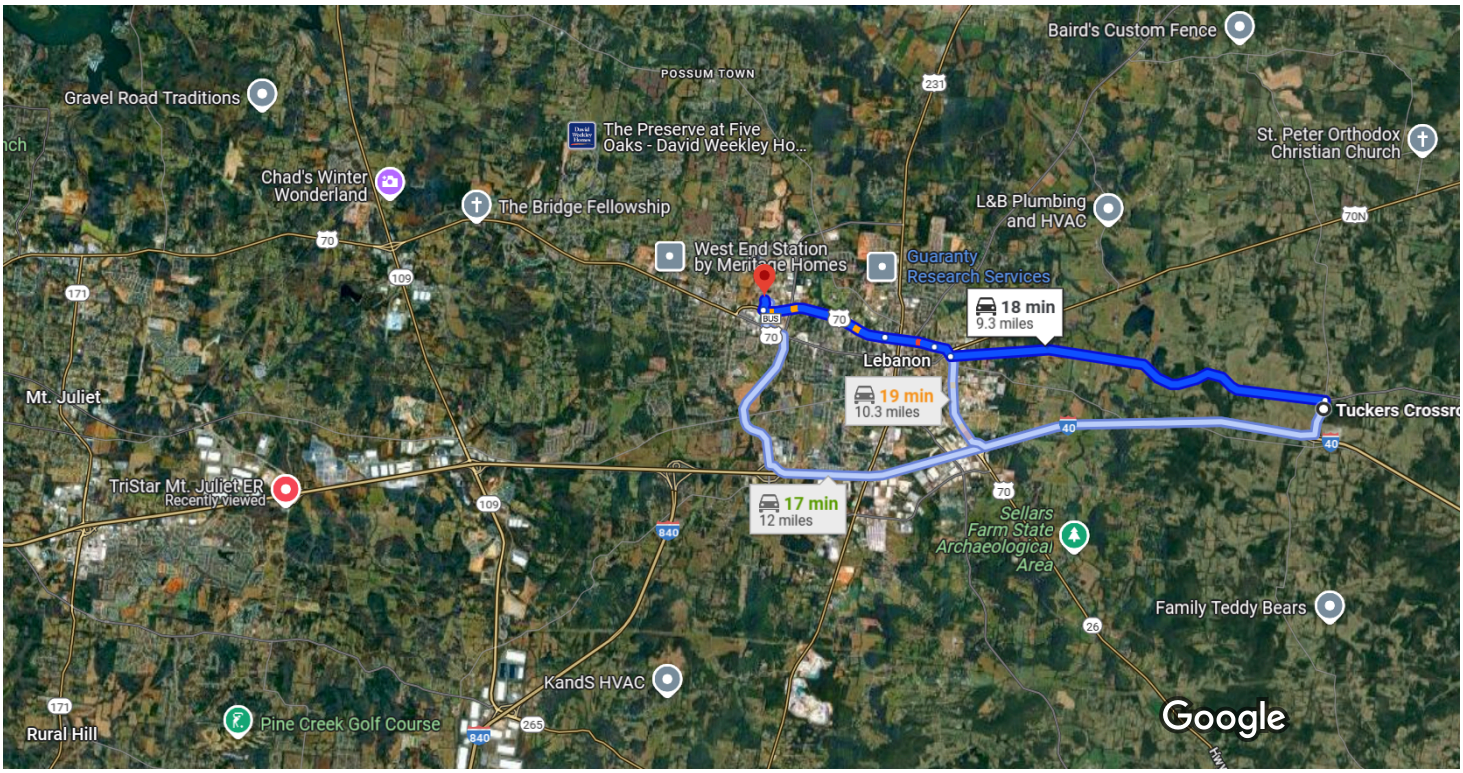
via TN-266 N and I-40 Fastest route, the usual traffic	25 min 21.7 miles
via TN-265 W	29 min 19.3 miles
via TN-265 W and TN-109 N	29 min 20.9 miles

Explore nearby TriStar Mt. Juliet ER

Restaurants | Hotels | Gas stations | Parking Lots | More

Google Maps

Tuckers Crossroads, Tennessee to Vanderbilt Drive 9.3 miles, 18 min
Wilson Cnty Hospital, 1411 W Baddour Pkwy, Lebanon, TN 37087



Map data ©2025 , Map data ©2025 Google 2 mi

via TN-141 W and US-70 W Best route	18 min 9.3 miles
via I-40	17 min 12.0 miles
via I-40 and US-70 W Slower traffic than usual	19 min 10.3 miles

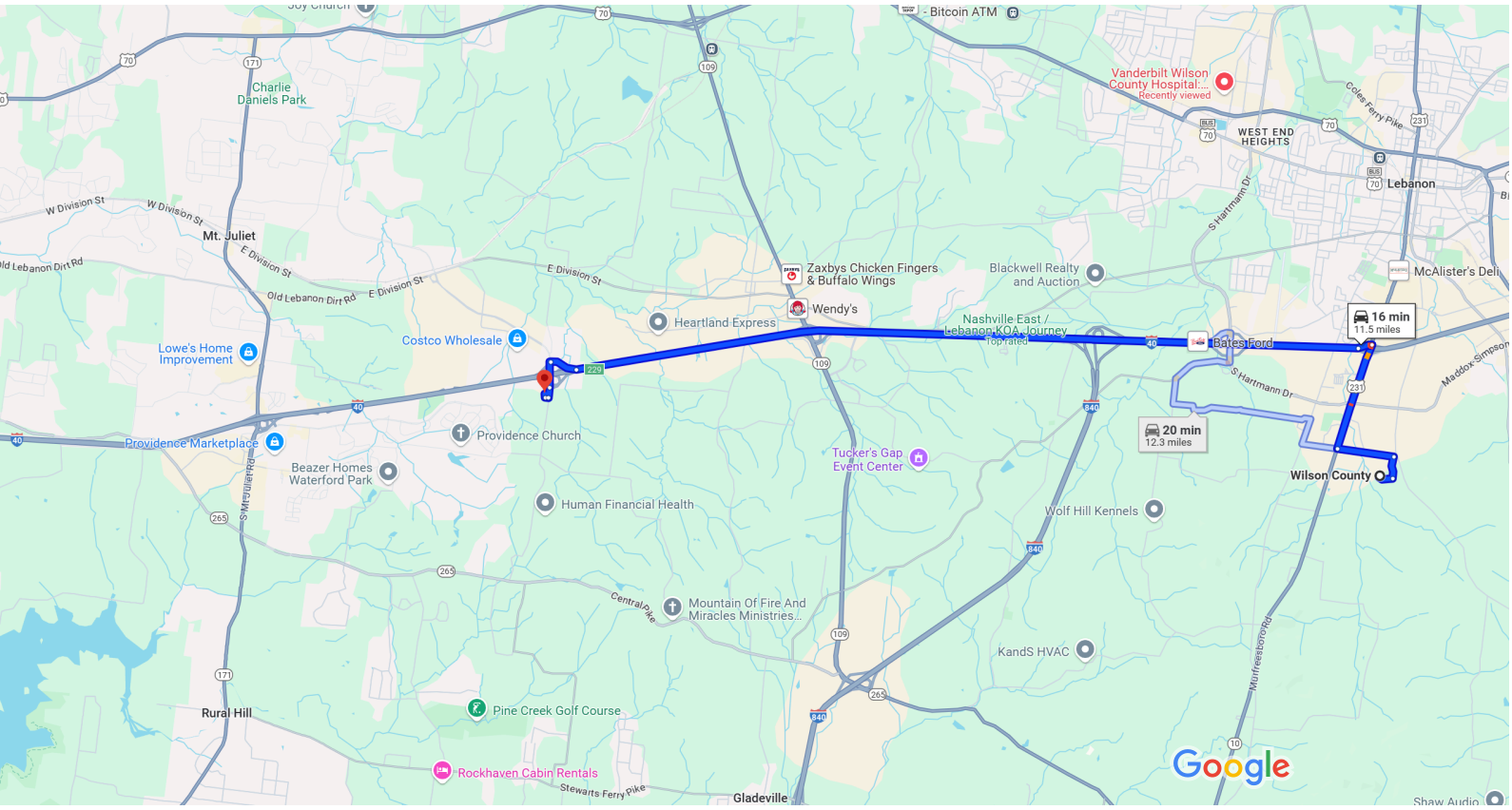
Explore nearby Vanderbilt Wilson Cnty Hospital

Restaurants | Hotels | Gas stations | Parking Lots | More

Google Maps

Wilson County, Tennessee to TriStar Mt. Juliet ER, 100 Summit Blvd, Mt. Juliet, TN 37122

Drive 11.5 miles, 16 min



Map data ©2025 Google 1 mi

via I-40 Fastest route, the usual traffic	16 min 11.5 miles
via Bartons Creek Rd/Bartons Ln and I-40	20 min 12.3 miles

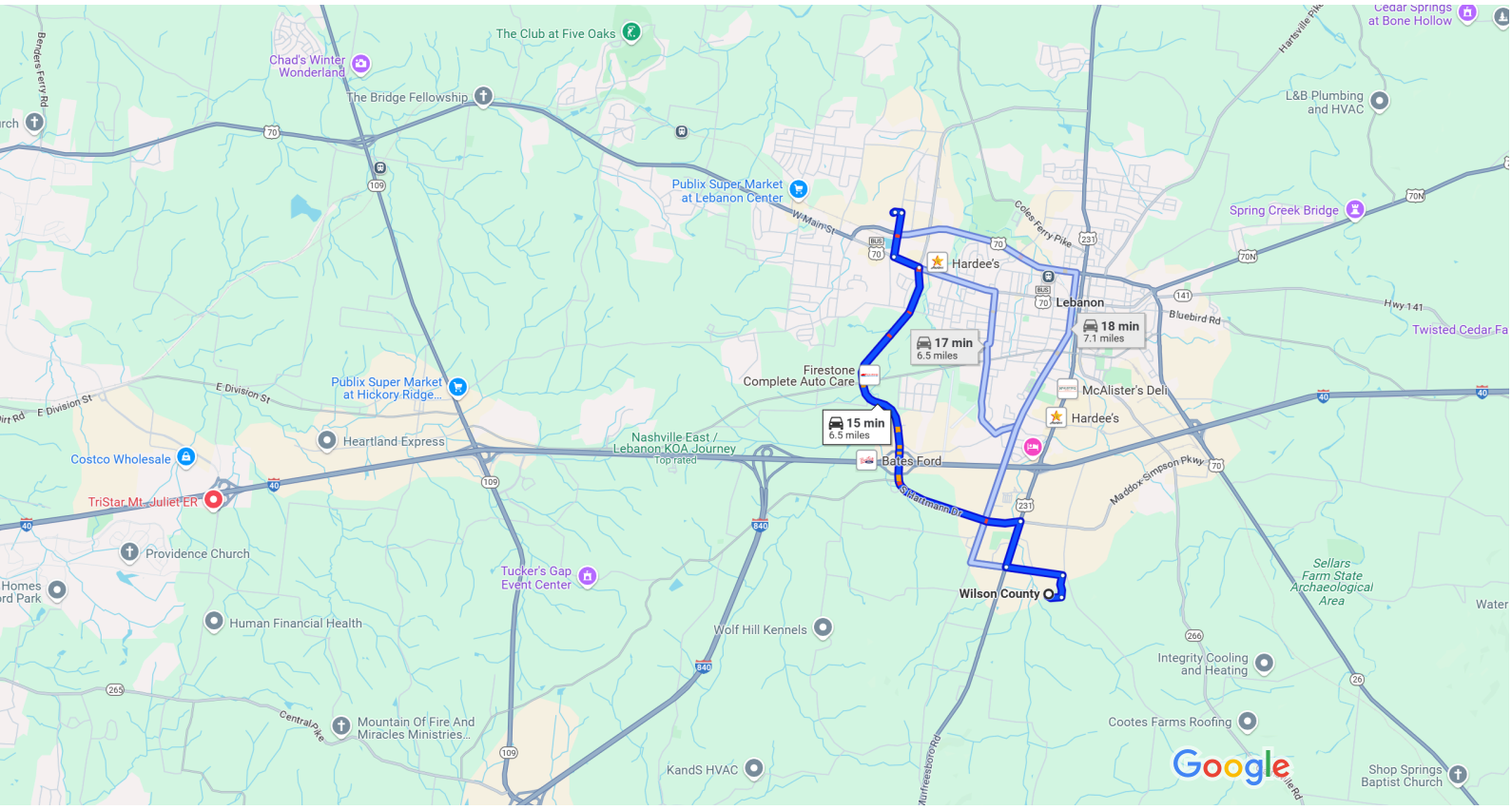
Explore nearby TriStar Mt. Juliet ER

Restaurants | Hotels | Gas stations | Parking Lots | More

Google Maps

Wilson County, Tennessee to Vanderbilt Wilson County Hospital: Emergency Room, 1411 W Baddour Pkwy, Lebanon, TN 37087

Drive 6.5 miles, 15 min



Map data ©2025 Google 1 mi

via S Hartmann Dr Fastest route, the usual traffic	15 min 6.5 miles
via Castle Heights Ave	17 min 6.5 miles
via S Maple St and US-70 W	18 min 7.1 miles

Explore nearby Vanderbilt Wilson County Hospital: Emergency Room

Restaurants | Hotels | Gas stations | Parking Lots | More

Attachment 3-S

Urgent care

Urgent care provides treatment for minor conditions and illnesses that need immediate attention, but are not cause for an emergency room visit. Urgent care facilities are open beyond the hours of a typical medical practice, providing care during the day, weeknights and on weekends.

Call TriStar MedLine: (800) 242-5662

Call Ask-A-Nurse: (615) 991-0837



Urgent care clinics in Nashville, Tennessee

We are here to offer you immediate medical attention quickly and efficiently.

When you need medical care that can't wait until a doctor's appointment, our national urgent care centers can help. TriStar Health clinics treat minor injuries and illnesses any time of the week, saving you a trip to the emergency room (ER).

When to visit an urgent care center

It may not always be clear when it is best to visit your doctor's office, an ER or an urgent care center. There are some medical issues, such as chest pain, that are better suited for an emergency room visit. However, the following symptoms and conditions can be treated at our urgent care centers:

- Acid reflux
- Bug bites or stings
- Burns (minor)
- Cold or flu symptoms
- Conjunctivitis (pink eye)
- Cuts or wounds
- Ear infections
- Earaches
- Eczema
- Fevers
- Migraines

- Rashes or hives
- Sexually transmitted infections (STIs)
- Sore throat or strep throat
- Sprains or strains
- Urinary tract infections (UTIs)
- Warts

About our urgent care centers

Our centers are staffed with specialists and teams who are trained to take care of all your urgent medical needs.

Our urgent care services

Tristar Health is affiliated with CareNow® Urgent Care. These convenient urgent care centers provide a wide range of medical services.

Each walk-in clinic offers the benefits of extended hours, walk-in appointments and online Web Check-In® to reduce your wait time in the clinic. These clinics are open seven days a week and stay open late to provide you with care when you need it.

Thrive Blog

Fresh knowledge and insights in and around healthcare industry.

Keep this holiday season bright with these safety tips ›

December 06, 2023

Keep yourself and your loved ones safe by following tips to avoid injury and illness.

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Our Locations

CareNow Urgent Care - Antioch

Nashville, TN 37013

CareNow Urgent Care - Bellevue

Bellevue, TN 37221

CareNow Urgent Care - Brentwood Health Park

Brentwood, TN 37027

CareNow Urgent Care - Downtown North Gulch

Nashville, TN 37203

CareNow Urgent Care - East Nashville

Nashville, TN 37206

CareNow Urgent Care - Franklin Cool Springs

Franklin, TN 37067

CareNow Urgent Care - Gallatin

Gallatin, TN 37066

CareNow Urgent Care - Green Hills

Nashville, TN 37215

CareNow Urgent Care - Hendersonville

Hendersonville, TN 37075

CareNow Urgent Care - Hermitage

Hermitage, TN 37076

What you should know about freestanding emergency rooms

Find out when you should go to a freestanding emergency room and when it's best to visit an urgent care.

Share

June 04, 2025



When faced with an illness or injury, sometimes it’s hard to know where to go for treatment. With so many options for care, including emergency rooms and urgent care clinics, understanding where to turn during a medical emergency can save precious time and provide the best possible outcome.

What is a freestanding emergency room?

When you need a facility that is open 24/7 and offers a higher level of care to deal with an emergency situation, a hospital-owned and operated emergency room is your best option for a number of reasons. These emergency rooms may be freestanding or located within hospitals. While freestanding emergency rooms (ERs) are structurally separate from hospitals, they are capable of delivering emergency services 24 hours a day, seven days a week.

The same quality care, closer to home

At TriStar Health, an affiliate of HCA Healthcare, each TriStar Health freestanding emergency room serves as an extension of a TriStar Health hospital. These freestanding ERs are staffed by board-certified emergency room physicians and nurses with experience treating emergent injuries and serious medical conditions. TriStar Health freestanding ERs are subject to the same licensing and operational requirements as acute care.

Each freestanding ER has a dedicated ambulance bay for the intake of emergency medical services patients and is also able to take care of walk-in patients. There is a seamless continuum of care should someone need to be transferred to an inpatient hospital setting. Within TriStar Health, our freestanding ERs treat the same clinical conditions as emergency rooms within hospital facilities regardless of insurance status or ability to pay.

Some medical emergencies that require a trip to an ER or freestanding ER include:

- Suspected heart attack
- Suspected stroke
- Trouble breathing
- Severe allergic reactions

- Broken bones
- Severe burns
- Deep wounds with heavy bleeding
- High fever
- Uncontrolled nausea, diarrhea or dehydration
- Suspected poisoning
- Drug/alcohol overdose

It's important that you seek out the appropriate care setting based on the severity of your needs. TriStar Health has 10 emergency rooms within hospitals in Middle Tennessee and Southern Kentucky, as well as seven freestanding ERs across the region, including Antioch, Bellevue, Spring Hill, Portland, Dickson, Mount Juliet and Bowling Green, KY.

Find an emergency room near you

When to visit an urgent care clinic, not a freestanding ER

For less severe illnesses and injuries that don't require emergency treatment, urgent care clinics may be the better option. At TriStar Health, our CareNow® Urgent Care clinics treat non-emergent medical problems that can develop unexpectedly and require immediate attention, filling the gap between primary care physicians and hospital emergency rooms. We have 22 urgent care clinics across our region that offer extended hours, walk-in appointments and online Web Check-In® to reduce your wait time in the clinic.

Our urgent care clinics treat a wide range of medical issues, with care provided by trained specialists. Common reasons to visit a CareNow® Urgent Care clinic might include:

- Acid reflux
- Bug bites or stings
- Burns (minor)
- Cold or flu symptoms
- Conjunctivitis (pink eye)
- Cuts or wounds
- Ear infections
- Earaches
- Eczema
- Fevers
- Migraines
- Rashes or hives
- Sexually transmitted infections (STIs)
- Sore throat or strep throat
- Sprains or strains
- Urinary tract infections (UTIs)
- Warts

Urgent care clinics are a broadly used form of care for many and are seen as convenient, quick solutions for a host of medical needs. Find a CareNow® Urgent Care clinic near you.

When in doubt, call Ask-A-Nurse for free medical advice

Do you need help deciding if you or a loved one should go to the ER, visit a CareNow® Urgent Care clinic or consult your family physician? Our expert nurses can help you understand symptoms, manage a chronic condition or learn about treatment options and medical procedures. Free medical advice is just one phone call away, whether you're a new parent worried about your child's fever, or you're caring for an aging parent. It's simple, free and can offer you the peace of mind you need. Call Ask-A-Nurse 24/7 at (615) 991-0837 or (270) 495-5745.

Caring for families in Middle Tennessee and Southern Kentucky

As healthcare continues to evolve, we know you are looking for high-quality and convenient options for care, diagnosis and treatment. At TriStar Health, we are committed to expanding access to emergency care in our region when seconds matter.

Published:
June 04, 2025

Location:
TriStar Century Farms FSER, TriStar Bellevue FSER, TriStar Spring Hill ER, TriStar Portland ER, TriStar Natchez ER, TriStar Mt. Juliet ER, TriStar Lovers Lane FSER

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Related Blog Posts

Safety tips to beat the summer heat ›

July 08, 2025

`ollow these tips to prevent heat-related illnesses, dehydration, sunburn and accidents this summer.

TriStar Health

June 18 at 12:00 PM ·

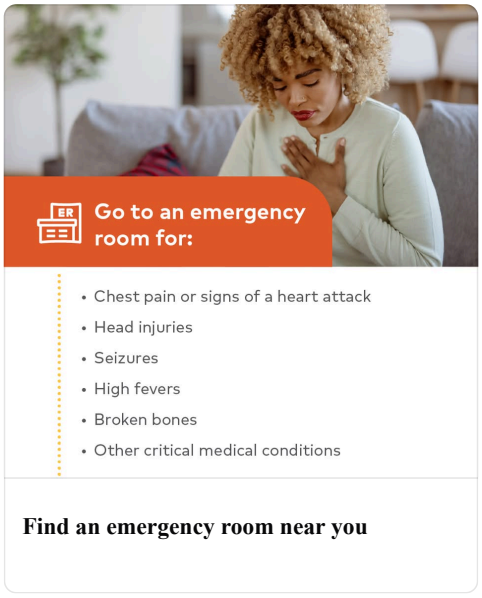
Not sure where to go for the care you need? Across our larger **HCA Healthcare** network, we've got you covered. While this isn't a complete list of reasons to visit an emergency room or seek care at an urgent care clinic or doctor's office, we hope it helps you find the best path toward **#HealthierTomorrows**.

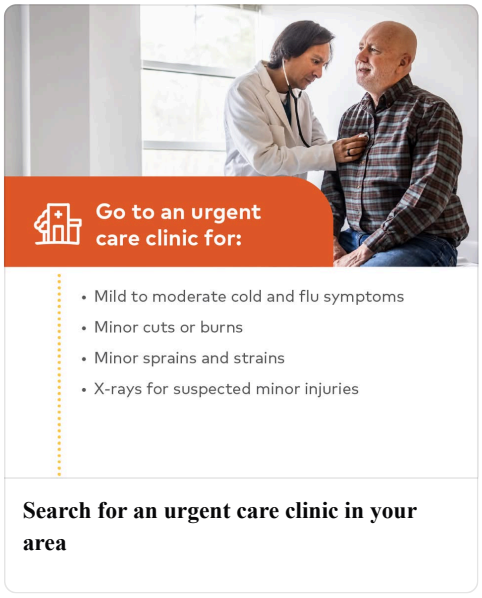
➡️ Our freestanding emergency rooms are there to provide immediate stabilization and treatment for potentially life-threatening healthcare needs. Patients who need advanced or specialized care may be transferred to a hospital for further treatment. Find an emergency room near you: **https://bit.ly/4jXnDp2**

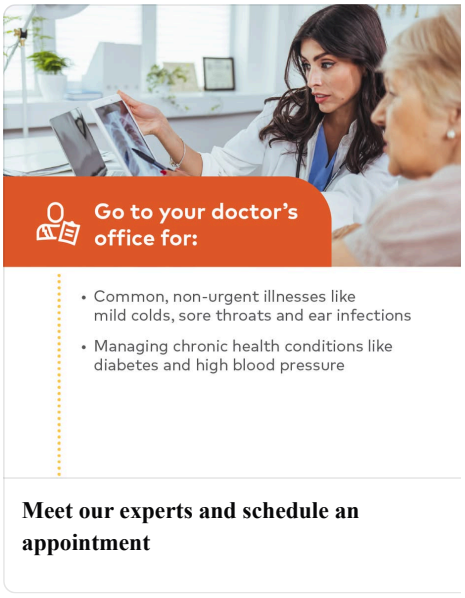
➡️ Our urgent care clinics are designed for non-emergency illnesses and injuries, and they can even treat minor broken bones. These clinics are often available after-hours when your regular doctor's office is closed. Search for an urgent care clinic in your area: **https://bit.ly/3TwszGo**

➡️ If you're looking for a doctor's office, meet our experts and schedule an appointment: **https://bit.ly/448bvvp**

⚠️If you're not sure about the severity of your symptoms or condition, seek medical advice or go to the nearest emergency room. In the event of a life-threatening emergency, call 911 immediately.







TriStar Health
June 18 at 12:00 PM ·

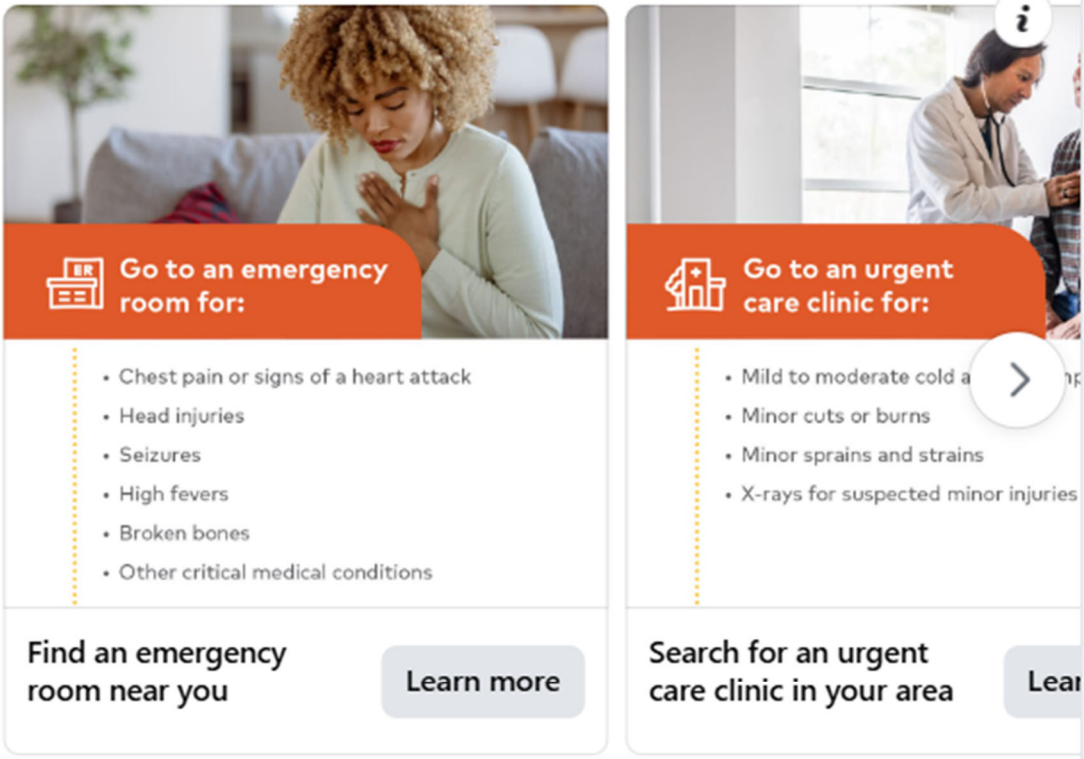
Not sure where to go for the care you need? Across our larger HCA Healthcare network, we've got you covered. While this isn't a complete list of reasons to visit an emergency room or seek care at an urgent care clinic or doctor's office, we hope it helps you find the best path toward #HealthierTomorrows.

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➡️ If you're looking for a doctor's office, meet our experts and schedule an appointment: https://bit.ly/448bvvp

⚠️If you're not sure about the severity of your symptoms or condition, seek medical advice or go to the nearest emergency room. In the event of a life-threatening emergency, call 911 immediately.



2

Like Comment Send Share

Write a comment...