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HEALTH FACILITIES COMMISSION
DECEMBER 11, 2025
APPLICATION REVIEW

NAME OF PROJECT: Northside Surgery Center

PROJECT NUMBER: CN2509-037

ADDRESS: 1221 Briarville Road
Madison (Davidson County), TN 37115

LEGAL OWNER: Northside Surgery Center, LLC
215 Jamestown Park, Suite 205
Brentwood (Williamson County), TN 37027

OPERATING ENTITY: Phybus, LLC
215 Jamestown Park Road
Brentwood, TN 37027

CONTACT PERSON: Jerry Taylor, Thompson Burton PLLC
(615) 275-8988

DATE FILED: October 2, 2025

PROJECT COST: \$4,508,593

PURPOSE FOR FILING: Establishment of a single-specialty ambulatory surgical treatment center

Staff Review

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 (HFC) Staff comments will be presented as a "Note to Commission members" in bold italic.

PROJECT DESCRIPTION

This application is for the establishment of an ambulatory surgical treatment center (ASTC) limited to the performance of pain management cases and procedures. It will

have one operating room and one procedure room. The address of the project will be 1221 Briarville Road, Madison (Davidson County), Tennessee 37115.

Executive Summary

- If approved, the applicant projects the project will open for service in April 2027.
- The applicant is proposing to establish an ASTC facility limited to the performance of pain management procedures.
- The facility's clinical leadership will be provided by its physician owners who, along with at least three other physicians will actively perform procedures.
- The operations of the ASTC, including staffing coordination, administration, financial management, and regulatory compliance will be managed by PhyBus, LLC, the President and CEO of which has participated in the initiation, management and/or ownership of twenty-nine other ASTCs in Tennessee.
- The applicant states that the ASTC will primary be staffed by new hires.
- The six physicians scheduled to initially perform procedures at the proposed facility are: Dr. John Schneider; Dr. John Nwofia; Dr. Madhu Yelameli; Dr. Arthur Ulm; Dr. Sandra Golamco; and Dr. Wesley Peace.
- The applicant states that the ASTC will perform procedures that require sterile surgical conditions and anesthesia, making them unsuitable for office-based settings such as Permanent Spinal Cord Stimulator (SCS) Implants; Intrathecal Pain Pump Implants; SI Joint Fusions (Arthrodesis); Peripheral Nerve Stimulator Implants; and Revisions or replacements of existing implantable devices.
- The applicant identifies the four ASTCs which perform pain management services that are closest to the proposed site as Centennial Surgery Center; Baptist Ambulatory Surgery Center; Saint Thomas Campus Surgicare; and Saint Thomas Surgery Center Midtown.
- The applicant states that the facility will benefit consumers in the north Nashville area, allowing the performance of pain management procedures requiring an operating room to be delivered closer to home.
- Please see application Item 1E. on Page 6 for the applicant's executive summary overview that includes project description, ownership, service area, existing similar service providers, project cost, and staffing.

Consent Calendar: ☐ Yes ☒ No

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

Facility Information

- The proposed ASTC will be located within 3,879 SF of space on the ground floor of an existing medical office building. A floor plan is attached as Attachment 10A.
- The new facility will include (1) operating room, (1) procedure room, (4) pre/post op recovery spaces, nursing station, linen, storage, staff and business spaces.

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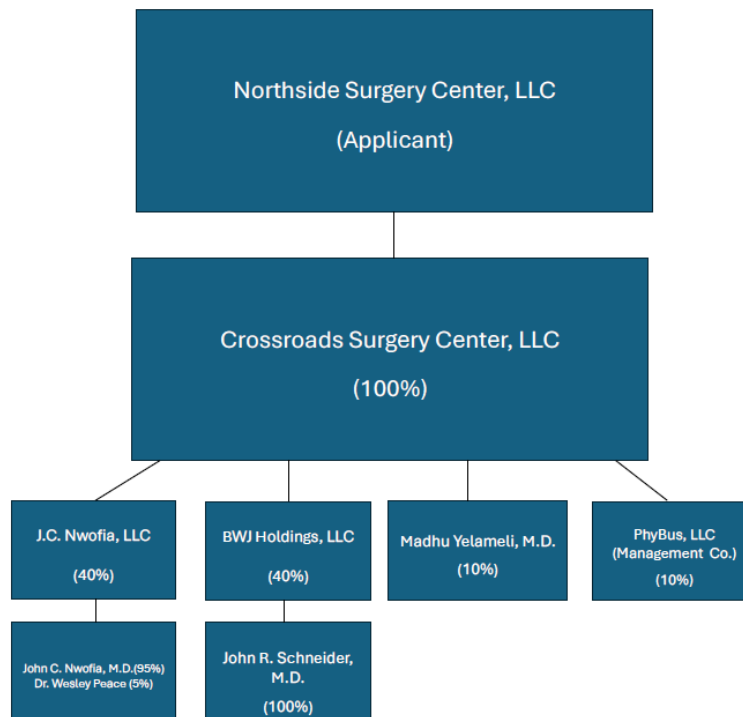
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- There is a bus stop 0.7 miles to the site from the 79 WeGo Bus Route.
- The applicant, Northside Surgery Center, LLC has provided an option to lease agreement between itself and the landlord, Appleseed Holdings, LLC. The ASTC site will be located on approximately 0.76 acres. See Attachment 9A – Option to Lease Agreement.

Ownership

- The applicant is wholly owned by Crossroads Surgery Center, LLC, which is ultimately owned, through certain physician owned LLCs, as follows: Dr. John C. Nwofia, M.D. (40%), Dr. John R. Schneider (40%), and Dr. Madhu Yelameli (10%). The remaining 10% is owned by PhyBus, LLC (10%).



The applicant lists the other associated physician's practice locations throughout Middle Tennessee:

Dr. Nwofia and Dr. Peace (Pain and Spine Consultants)

- Brentwood: 1805 Williamson Court, Brentwood TN 37027
- Lebanon: 1633 West Main Street, Suite 300, Lebanon TN 37087
- Columbia: 2602 Troutwood Avenue, Columbia TN 38401
- Nashville: 210 23rd Avenue, Nashville TN 37203

Dr. Schneider and Dr. Golamco (Comprehensive Pain & Neurology Center)

- Clarksville: 1812 Haynes St, Clarksville TN 37043
- Columbia: 1400 Hatcher Lane, Columbia TN 38401
- Dickson: 415 Henslee Drive, Dickson TN 37055
- Franklin: 4601 Carothers Parkway Suite 275, Franklin TN 37067
- Hendersonville: 353 New Shackle Island Rd. Bldg A – Ste 201A Hendersonville, TN 37075
- Hermitage: 3901 Central Pike Suite 257, Hermitage, TN 37076
- Murfreesboro: 2548 Rideout Lane Murfreesboro, TN 37128

Dr. Yelameli

- Spring Hill: 5073 Main Street, Suite 140 Spring Hill, TN 37174
- Dickson: 7105 Ramsey Way Dickson, TN 37055
- Murfreesboro: 625 N Highland Ave, Suite 2A Murfreesboro, TN 37130
- Clarksville: 781 Weatherly Drive, Suite C, Clarksville, TN 37043

Dr. Ulm (Nashville Neurosurgery Associates)

- Nashville: 330 22nd Avenue North, Nashville, TN 37203
- Gallatin: 300 Steam Plant Rd, Suite 400, Gallatin, TN 37066
- Lebanon: 1407 W Baddour Pkwy., Lebanon, TN 37087

Project Cost Chart

- The total project cost is \$4,508,593. Of this amount, the highest line-item costs of the project are Construction Costs (\$1,947,500); Fixed Equipment Costs (\$940,000), and Facility Lease Costs (\$845,646).
- For additional information, please see Project Costs Chart on Page 9 of the application.

NEED

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

- The physicians who will initially perform procedures at the ASTC work in many different settings in the region. The applicant states that most pain management procedures have been performed in an office-based setting historically.
- The applicant states that this project is needed to support increased patient comfort and reduce the risk of involuntary patient movement during procedures, and access to a higher level of anesthesia is necessary.
- The initiation of an ASTC will allow the applicant to transition approximately 2,682 cases which were historically performed by the six physicians involved with the project in other facilities to a more single, clinically appropriate setting.

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- The applicant states that the project will provide lower charges than a hospital outpatient-based setting. The number of cases being transitioned from existing hospital settings is projected to be minimal.

(For applicant discussion, see Item 2.E., Page 6)

SERVICE SPECIFIC CRITERIA AND STANDARD REVIEW

Ambulatory Surgical Treatment Centers

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

- Did not meet standard of #4. **Need and Economic Efficiencies:** **“A CON application to establish an ASTC or to expand existing services of an ASTC should not be approved unless the existing ambulatory surgical services that provide comparable services regarding the types of Cases performed, if those services are known and relevant, within the applicant’s proposed Service Area or within the applicant’s facility are demonstrated to be currently utilized at 70% or above.”** *There are fifteen existing ASTC facilities in the applicant’s service area that performed pain management procedures in 2024. Those ASTCs capable of performing pain management cases did not collectively exceed the 70% optimum utilization standard of (884 cases per room per operating room) or 1,867 cases per procedure room in 2024. Those facilities collectively averaged (86.2% of optimum operating room utilization in 2024 and 58.8% of optimum procedure room utilization in 2024). Five of the fifteen ASTCs exceeded the 884 cases per OR standard: Northridge Surgery Center (120.6%); Tennessee Pain Surgery Center (158.7%); Premier Orthopedic Surgery Center (143.0%); Clarksville Surgery Center (125.0%); and Providence Surgery Center (122.1%). One ASTC – Baptist Surgery Center exceeded the procedure room standard of 1,867 cases per PR (138.4%). Tennessee Pain Surgery Center is the only single specialty pain management ASTC that exceeded the 70% standard for operating room utilization. See Application Attachment 1N(4) as well as the service area Historical Utilization Table on Page 8 of this Staff Summary.*

Note to Commission members: Regarding Criterion #1. Need which requires “The minimum numbers of 884 Cases per Operating Room and 1867 Cases per Procedure Room are to be considered as baseline numbers for purposes of determining Need. An applicant should demonstrate the ability to perform a minimum of 884 Cases per Operating Room and/or 1867 Cases per Procedure Room per year.” The applicant projects that it will not meet the optimum utilization target of 884 cases per operating room in Year 1 (802 cases per OR – 91% of target) or in Year 2 (872 cases per OR – 99% of target). The applicant projects that it will meet the optimum utilization target of 1,867 cases per procedure room in Year 1 (1,880 cases per PR – 101% of target or in Year 2 (2,090 cases per PR – 112% of target). While this criterion has not been fully met based on the 884 cases standard for operating rooms, it appears that criterion has been substantially met based

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on the applicant's project that it will reach 99% of optimum utilization by Year 2. See Application Attachment 1N – Page 1.

Projected Utilization – Cases per Operating Room

	Year 1 (2026)	Year 2 (2027)
Cases	802	872
Number of Operating Rooms	1	1
Cases per Operating Room	802	872
State Health Plan Optimum 70% Utilization	884	884
% of State Plan Optimum Target	91%	99%

Source: CN2509-037, Attachment 1N, Page 1.

Projected Utilization – Cases per Procedure Room

	Year 1 (2026)	Year 2 (2027)
Cases	1,880	2,090
Number of Procedure Rooms	1	1
Cases per Procedure Room	1,880	2,090
State Health Plan Optimum 70% Utilization	1,867	1,867
% of State Plan Optimum Target	101%	112%

Source: CN2509-037, Attachment 1N, Page 1

Regarding Criterion #4 which includes language related to the “potential impact that the proposed new ASTC would have upon the existing service providers and their referral patterns”, which is no longer applicable to the General Criteria for the Commission to consider in determining whether to grant a Certificate of Need under Public Chapter 557. The impact on existing ASTCs referral patterns should not be considered. However, the consideration of the availability and utilization of existing service area ASTCs providing comparable services regarding the types of Cases performed are still relevant considerations. Staff review of Criterion #4 still applies the optimum utilization standard to existing service providers.

Regarding Criterion #11: The applicant has confirmed that it will satisfy Criterion 11a. which grants special consideration to an applicant “who is offering the service in a medically underserved area as designated by the United States Health Resources and Services Administration” as all counties in the service area with the exception of Sumner County are designated as Medically Underserved Areas. The applicant also meets Criterion 11.c. which grants special consideration to an applicant “Who provides a written commitment of intention to contract with at least one TennCare MCO and, if providing adult services, to participate in the Medicare program” which the applicant commits to in the application. See Application Attachment 1NR – Pages 5 & 6.

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 Davidson, Montgomery, Robertson, Sumner, and Wilson Counties. (see Attachment 2N for a county level map).
- The target population is the female population age 18 and older.

	2025 Population		2029 Population		% Change		Median Household Outcome	TennCare %
	Total	Target Population Age 18+	Total	Target Population Age 18+	Total	Target Population Age 18+		
Davidson	728,443	562,721	755,634	580,922	3.73%	3.23%	\$80,379	18.0%
Montgomery	251,815	178,280	273,822	193,394	8.74%	8.48%	\$75,361	17.8%
Robertson	77,700	57,804	80,361	59,807	3.42%	3.47%	\$83,355	17.1%
Sumner	215,234	161,964	229,667	173,105	6.71%	6.88%	\$86,081	13.9%
Wilson	171,708	128,376	187,530	140,067	9.21%	9.11%	\$96,171	12.8%
Service Area Total	1,444,900	1,089,145	1,527,014	1,147,295	5.68%	5.34%	\$84,269	16.7%
Tennessee Total	7,242,733	5,496,748	7,462,831	5,667,593	3.04%	3.11%	\$67,631	19.4%

Source: The University of Tennessee Center for Business and Economic Research Population Projection Data Files, Reassembled by the Tennessee Department of Health, Division of Policy, Planning and Assessment, Office of Health Statistics.

- The total population of the service area is projected to increase by 5.7% from 2025 to 2029. The target population (age 18+) is projected to increase by 5.3%. The service area growth rates are greater than the statewide growth rates of 3.0% overall and 3.1% for the target population (age 18+).
- Davidson County, the location of the proposed facility, is projected to experience 3.2% growth in the target population from 2025 to 2029. Each county within the proposed service area has a higher growth rate than the statewide average with Wilson County (9.21%) and Montgomery County (8.74%) projected to experience the highest rates.
- The service area has a lower rate of TennCare enrollment of (18+) 16.7% than the statewide rate 19.4%.

Service Area - Historical Utilization

- Utilization of ASTCs in the service area that have historically performed pain management procedures are shown in the following table. There are no ASTC facilities that have reported Joint Annual Report data located in Robertson County in 2024.

2024 Service Area ASTC Utilization - Proposed Service Area

ASTCs Facility Name	County	ORs	PRs	Total OR Cases	Cases per OR	% of Need Standard	Total PR Cases	PR Cases per Room	% of Need Standard
Centennial Surgery Center	Davidson	6	2	3,829	638	72.2%	2,367	1,184	63.4%
Northridge Surgery Center	Davidson	3	1	3,197	1,066	120.6%	793	793	42.5%
Baptist Surgery Center	Davidson	6	1	4,471	745	84.3%	2,583	2,583	138.4%
Saint Thomas Campus Surgicare	Davidson	6	1	4,930	822	92.9%	1,201	1,201	64.3%
Tennessee Pain Surgery Center	Davidson	1	4	1,403	1,403	158.7%	6,613	1,653	88.6%
Saint Thomas Surgery Center Midtown	Davidson	10	1	6,221	622	70.4%	1,211	1,211	64.9%
Premier Orthopedic Surgery Center	Davidson	2	0	2,528	1,264	143.0%	0	NA	NA
Summit Surgery Center	Davidson	5	1	4,230	846	95.7%	1,282	1,282	68.7%
Brentwood Surgery Center	Davidson	4	2	2,281	570	64.5%	2,210	1,105	59.2%
Premier Radiology Pain Management Center	Davidson	0	2	0	NA	NA	2,461	1,231	65.9%
Turner Surgery Center	Davidson	0	1	0	NA	NA	282	282	15.1%
Surgery Center of Clarksville	Montgomery	4	2	1,428	357	40.4%	1,148	574	30.7%
Patient Partners LLC	Sumner	2	2	1,167	584	66.0%	2,997	1,499	80.3%
Providence Surgery Center	Wilson	2	1	2,158	1,079	122.1%	95	95	NA
Grand Total All ASTCs		51	21	37,843	742	83.9%	25,243	1,202	64.4%

Source: CN2509-037, Attachment 1N(4).

- Of the (15) service area ASTC facilities reporting pain management cases, there are 51 operating rooms available and 21 procedure rooms available. Combined, these facilities averaged 742 cases per OR and 1,202 cases per PR.
- In total, there are (43) ASTCs licensed in the proposed service area. The (3) single-specialty pain management ASTCs are identified in red. Full utilization of all service area ASTCs, including those not performing pain management procedures, is available as Attachment 1ER.

2024 Service Area ASTC Utilization - Pain Management Cases

ASTCs Facility Name	County	ORs	PRs	Total OR Cases	Pain Management OR Cases	Total PR Cases	Pain Management PR Cases	Total Pain Management Cases
Centennial Surgery Center	Davidson	6	2	3,829	0	2,367	64	64
Northridge Surgery Center	Davidson	3	1	3,197	0	793	793	793
Baptist Surgery Center	Davidson	6	1	4,471	5	2,583	2,583	2,583
Saint Thomas Campus Surgicare	Davidson	6	1	4,930	0	1,201	1,201	1,201
Tennessee Pain Surgery Center	Davidson	1	4	1,403	1,403	6,613	6,613	8,016
Saint Thomas Surgery Center Midtown		10	1	6,221	30	1,211	1,211	1,241
Premier Orthopedic Surgery Center	Davidson	2	0	2,528	1,418	0	0	1,418
Summit Surgery Center	Davidson	5	1	4,230	0	1,282	1,178	1,178
Brentwood Surgery Center	Davidson	4	2	2,281	24	2,210	0	24
Premier Radiology Pain Management Center	Davidson	0	2	0	0	2,461	2,461	2,461
Turner Surgery Center	Davidson	0	1	0	0	282	282	282
Surgery Center of Clarksville	Montgomery	4	2	1,428	0	1,148	1,148	1,148
Patient Partners LLC	Sumner	2	2	1,167	0	2,997	361	361
Providence Surgery Center	Wilson	2	1	2,158	58	95	94	152
Grand Total All ASTCs		51	21	37,843	2,938	25,243	17,989	20,927

Source: CN2509-037, Attachment 1N(4).

- Among service area ASTC facilities in 2024, the highest volume of OR based pain management procedures were performed at Premier Orthopedic Surgery Center (1,418 OR Cases), and Tennessee Pain Surgery Center (1,403 cases).
- For PR based pain management cases, the highest volume facilities were Tennessee Pain Surgery Center (6,613 PR cases), Baptist Surgery Center (2,583 PR cases) and Premier Radiology Pain Management Center (2,461 PR based cases).
- There we a total of 20,927 pain management cases performed in ASTCs in the service area.

Applicant's Historical and Projected Utilization

There is no historical utilization for the applicant since this project is for a new ASTC. The following table indicates the applicant's projected utilization for Year 1 (2026) of the project.

Projected Utilization by Patient County of Residence - Year 1 (2026)

Service Area Counties	Projected Utilization - County Residents Year 1 (2026)	Percentage of Total Cases
Davidson	843	31.4%
Montgomery	541	20.2%
Wilson	333	19.6%
Sumner	328	12.4%
Robertson	111	12.2%
Other TN Counties	526	4.2%
Total	2,682	100%

Source: CN2509-037, Application, Page 11

- The applicant projects that (95.8%) of its patients will be residents of its five service area counties with the largest number residing in Davidson County (31.4%) where the facility will be located.
- The remaining (4.2%) of patients are projected to be residents of the service area counties.

CONSUMER ADVANTAGE ATTRIBUTED TO COMPETITION

Charges

Projected Data Chart

	Projected Data Chart	
	Year 1 (2026)	Year 2 (2027)
Gross Charges	\$3,563.98	\$3,423.62
Deduction from Revenue	\$2,360.66	\$2,249.79
Average Net Charges	\$1,203.32	\$1,173.83

Source: CN2509-037, Application, Page 18

- The applicant is projecting a decrease to average net charge rates from Year 1 (2026) - \$1,203 to and Year 2 (2027) - \$1,174.

Medicare Fees for Physicians Office vs ASTC Comparison to Applicant's Gross Charges

CPT Code	Description	2024 ASTC Avg Medicare Rate	Physician's Office Medicare Payment	Avg. Gross Charge
64493	Facet/Medial Branch Block	\$455.23	\$96.92	\$910.46
64633	Radiofrequency Ablation	\$880.96	\$470.34	\$1,761.92
62323	Epidural Steroid Injection	\$354.08	\$176.61	\$708.16
G0260	SI Joint Injection	\$354.08	NA	\$708.16
62321	Cervical Epidural Steroid Injection	\$354.08	\$179.89	\$708.16
64483	Lumbar Epidural Steroid Injection	\$455.23	\$169.45	\$910.46
27279	SI Fusion	\$14,555.11	NA	\$29,110.22
63685	Permanent Stimulator	\$25,032.31	NA	\$50,064.62
63650	Trial Stimulator	\$4,942.56	NA	\$9,685.12

Source: CN2509-037, Application Item 9C Medicare Procedure Price Lookup Tool -[Procedure Price Lookup for Outpatient Services | Medicare.gov](#)

- The applicant states that the procedures listed above are expected to be the most commonly performed at the ASTC except for CPT Codes 27279, 63685 and 63650.
- The applicants' proposed Average Gross Charge are approximately twice the listed rates for average Medicare ASTC reimbursement rates for all procedure types.
- Five of the listed procedure types have reimbursement rates listed for physician's office Medicare payments. The Medicare rates for each of these procedures are higher in the ASTC setting than the physician's office setting.

Project Payor Mix

	Percentage of Gross Operating Revenue					
	Medicare	Medicaid	Commercial	Self-Pay	Other	Charity Care
Year 1	39%	19%	38%	2%	2%	0.2%
Year 2	39%	19%	38%	2%	2%	0.2%

Source: CN2509-037, Application, Page 20.

- Medicare and Medicaid patients are projected to represent 58% of all gross operating revenue in both Year 1 (2026) and Year 2 (2027) of the project.
- For additional information, please refer to Page 20 of the application for specific Payor Mix information.
- The applicant projects (0.2%) Charity Care in Year 1 or Year 2 of the project.

Agreements

- The applicant plans to establish a transfer agreement with TriStar Skyline Medical Center.
- The applicant states that it will contract with all service area TennCare Managed Care Organizations (MCOs) that includes Wellpoint (formerly known as Amerigroup), BlueCare, and United Healthcare Community Plan.
- A list of projected in-network payers is included as Attachment 2.C.

Staffing

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

	Year One (2026)
Direct Patient Care Positions	6.5
Non-Patient Care Positions	2.0
Contractual Staff	0.0
Total	8.5

Source: CN2509-037, Application, Page 24.

- Direct Care positions include the following: Registered Nurse – Pre-op & PACU (2.0 FTEs); Registered Nurses – Clinical (1.5 FTEs); Registered Nurses – OR Circulator (1.0 FTEs); Surgical/Scrub Techs (1.0 FTEs); and Registered Nurses – Center Administrator (1.0 FTE).
- Non-Patient Care positions include the following: Business Office Manager (1.0 FTE); and Receptionist (1.0 FTE).
- There are no Contractual staff positions proposed by the applicant.
- Anesthesiology services will be contracted with a third party.
- Please refer to Item 8Q. on Page 24 of the application for additional detail regarding project staffing.

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QUALITY STANDARDS

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

Licensure	Certification	Accreditation
Health Facilities Commission	Medicare/TennCare	AAAHC - Accreditation Association for Ambulatory Health Care

Source: CN2509-037, Application, Page 22.

- The applicant will apply for licensure through the Tennessee Health Facilities Commission, certification through Medicare and TennCare, and accreditation through Accreditation Association for Ambulatory Health Care (AAAHC).
- For additional details regarding the applicant's pursuit of licensure, certification, or accreditation, please refer to Page 22 in the application.
- The applicant has provided a response and documentation related to licensure actions taken with Nashville Pain and Wellness Centers, PLLC. which one of the co-owners of the project Dr. Yelameli served as Medical Director. See Attachment 7Q. and Supplemental #1, Question 15, Page 14.

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 **two** years.

CERTIFICATE OF NEED INFORMATION FOR THE APPLICANT:

There are no other Letters of Intent, denied applications, or pending applications on file for this applicant.

Outstanding Applications:

Project Name	Women's Surgical Center of Nashville CN2502-005A
Project Cost	\$9,745,630
Approval Date	April 23, 2025
Description	The establishment of an ambulatory surgical treatment center (ASTC) consisting of two operating rooms and two procedure rooms located at 408 42nd Avenue North, Nashville (Davidson County), Tennessee 37209. The proposed ASTC will be limited to female urology, gynecology, and urogynecology patients. The primary service area for the project is Davidson, Sumner, and Williamson Counties. The secondary service area consists of Cheatham, Dickson, Maury, Montgomery, Robertson, Rutherford and Wilson Counties. The applicant is owned by Women's Surgical Center of Nashville, LLC, which is owned 90% by four surgeons (owning 22.5% each) and 10% by Phybus (the development and management company for this project).
Project Status	Project Status Update October 2025: Construction plans have been submitted to the department of health for review and approval.
Expiration	June 1, 2027

Project Name	Grassland Surgery Center CN2103-011A
Project Cost	\$3,513,102
Approval Date	October 27, 2021
Description	The establishment of a single-specialty ambulatory surgical treatment center (ASTC) limited to the performance of plastic and reconstructive related surgical cases and procedures. The ASTC will be located at 1200 Old Hillsboro Road, Franklin (Williamson County), Tennessee 37069. The applicant plans to initially have two operating rooms (OR) and no procedure room (PR). The applicant is owned by Nicholas Sieveking, M.D. and Phybus LLC (10%). The proposed primary service area (PSA) consists of Davidson, Rutherford, Sumner and Williamson Counties.
Project Status	Project Status Update October 2025: A certificate of occupancy has been issued. Final pre-inspection preparations are being performed, such as moving in equipment, and the contractor is working through a punch list of items to finish up. Once those activities are completed the owner will notify the HFC licensure / survey and certification division that the facility is ready for final inspection. This is expected to occur in early November 2025.
Expiration	February 1, 2026

CERTIFICATE OF NEED INFORMATION FOR OTHER SERVICE AREA FACILITIES:

There are no other Letters of Intent, pending applications, or denied applications, pending applications on file for other entities proposing this type of service.

Outstanding Applications:

Project Name	Lebanon Center for Outpatient Surgery, CN2504-013A
Project Cost	\$15,870,573
Approval Date	June 25, 2025
Description	This application is for 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 proposed service area consists of 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	This project was recently approved.
Expiration	August 1, 2027

Project Name	Stonecrest Surgery Center, CN1707-023AEEEEEE
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 March 2025: Five project extensions have been approved by the Commission since the original project expiration date. 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

TPP (11/15/2025)

CRITERIA AND **STANDARDS**

Attachment 1N

Responses to the Criteria and Standards for Ambulatory Surgical Treatment Centers

Determination of Need

1. Need. The minimum numbers of 884 Cases per Operating Room and 1867 Cases per Procedure Room are to be considered as baseline numbers for purposes of determining Need.² An applicant should demonstrate the ability to perform a minimum of 884 Cases per Operating Room and/or 1867 Cases per Procedure Room per year, except that an applicant may provide information on its projected case types and its assumptions of estimated average time and clean up and preparation time per Case if this information differs significantly from the above-stated assumptions. It is recognized that an ASTC may provide a variety of services/Cases and that as a result the estimated average time and clean up and preparation time for such services/Cases may not meet the minimum numbers set forth herein. It is also recognized that an applicant applying for an ASTC Operating Room(s) may apply for a Procedure Room, although the anticipated utilization of that Procedure Room may not meet the base guidelines contained here. Specific reasoning and explanation for the inclusion in a CON application of such a Procedure Room must be provided. An applicant that desires to limit its Cases to a specific type or types should apply for a Specialty ASTC.

Response: The applicant's projected utilization is as follows:

Projected Utilization Years 1 & 2			
OR Year 1:	802 cases	% of Utilization Threshold:	91%
PR Year 1:	1880 procedures	% of Utilization Threshold:	101%
Total Yr. 1:	2682		
OR Year 2:	872 cases	% of Utilization Threshold:	99%
PR Year 2:	2090 procedures	% of Utilization Threshold:	112%
Total Yr. 2:	2962		

2. Need and Economic Efficiencies. An applicant must estimate the projected surgical hours to be utilized per year for two years based on the types of surgeries to be performed, including the preparation time between surgeries. Detailed support for estimates must be provided.

Response: The applicant is comfortable with the default time assumption in the Criteria and Standards. The application of those standards to the applicant's projections are reflected in Attachment 1N(1).

3. Need; Economic Efficiencies; Access. To determine current utilization and need, an applicant should take into account both the availability and utilization of either: a) all existing outpatient Operating Rooms and Procedure Rooms in a Service Area, including physician office based surgery rooms (when those data are officially reported and available³) OR b) all existing comparable outpatient Operating Rooms and Procedure Rooms based on the type of Cases to be performed. Additionally, applications should provide similar information on the availability of nearby out-of-state existing outpatient Operating Rooms and Procedure Rooms, if that data are available, and provide the source of that data. Unstaffed dedicated outpatient Operating Rooms and unstaffed dedicated outpatient Procedure Rooms are considered available for ambulatory surgery and are to be included in the inventory and in the measure of capacity.

Response: A table showing utilization data for the 3 most recent reporting years for all existing ASTCs in the service area is attached as Attachment 1N(2). From this data, the following conclusions may be reached as to the reporting year 2024:

1. There are 43 licensed ASTCs in the PSA.
2. There are 3 single specialty, pain management ASTCs in the PSA.
3. Of the 43 ASTCs, 15 reported one or more pain management procedures.
4. The average utilization of all ASTCs in the PSA was 73.4% of the threshold for Procedure Rooms, and 86.4% of the threshold for Operating Rooms.

The 3-year trend for utilization of ORs and PRs in the PSA between 2022 and 2024 is utilization of PRs increased by 12%, and utilization of ORs increased by 3%.

4. Need and Economic Efficiencies. An applicant must document the potential impact that the proposed new ASTC would have upon the existing service providers and their referral patterns. A CON application to establish an ASTC or to expand existing services of an ASTC should not be approved unless the existing ambulatory surgical services that provide comparable services regarding the types of Cases performed, if those services are known and relevant, within the applicant's proposed Service Area or within the applicant's facility are demonstrated to be currently utilized at 70% or above.

Response: The six physicians who will be the initial users of the ASTC currently perform pain management procedures in several settings. Most of these were performed in the physicians' offices where only local, topical or subcutaneous, anesthesia is available. In order to increase patient comfort and lower the risk of involuntary patient movement during the procedures, the physicians need to have access to a higher level of anesthesia.

The physicians have identified 2,682 cases which they intend to move to the proposed new ASTC. Of those 2,682 cases, approximately 63 were performed at Turner Surgery Center, which represents approximately 1/3 of the procedures that physician performed there in 2024. Only about 5-10 were performed in a hospital (TriStar Centennial and St. Thomas West). The

hospital cases which are moved to the ASTC will have lower charges compared to the HOPD setting. The number of cases being moved from existing facilities is so small it will not significantly affect those facilities. Any small impact is significantly off set by the patient benefits to having the cases performed in the ASTC setting.

The number of cases being moved from the hospitals and from Turner Surgery Center is so small that the loss of those cases is unlikely to have any significant impact on those facilities. The average 2024 utilization of PRs in all ASTCs in the PSA was 86.4% of the optimal utilization threshold for PRs, and 71.7% of the threshold for ORs, and those utilization rates will not be appreciatively affected by the relocation of these cases.

The remainder of the cases were performed either in the physicians' offices, or at Crossroads Surgery Center in Williamson County, which is an ASTC with the same ownership as Northside Surgery Center, LLC.

5. Need and Economic Efficiencies. An application for a Specialty ASTC should present its projections for the total number of cases based on its own calculations for the projected length of time per type of case, and shall provide any local, regional, or national data in support of its methodology. An applicant for a Specialty ASTC should provide its own definitions of the surgeries and/or procedures that will be performed and whether the Surgical Cases will be performed in an Operating Room or a Procedure Room. An applicant for a Specialty ASTC must document the potential impact that the proposed new ASTC would have upon the existing service providers and their referral patterns. A CON proposal to establish a Specialty ASTC or to expand existing services of a Specialty ASTC shall not be approved unless the existing ambulatory surgical services that provide comparable services regarding the types of Cases performed within the applicant's proposed Service Area or within the applicant's facility are demonstrated to be currently utilized at 70% or above. An applicant that is granted a CON for a Specialty ASTC shall have the specialty or limitation placed on the CON.

Response: If and to the extent the proposed ASTC is considered a "Specialty" ASTC, please see the response to item #4 above, which addresses these same questions.

Other Standards and Criteria

6. Access to ASTCs. The majority of the population in a Service Area should reside within 60 minutes average driving time to the facility.

<u>PSA County</u>	<u>Drive Time</u>
Davidson County	13 minutes
Montgomery County	69 minutes
Robertson County	37 minutes
Sumner County	35 minutes
Wilson County	36 minutes
Average:	38 minutes

Source: Google Maps on 9/15/25. Where more than one route was shown, the shortest drive time was

selected.

The average drive time from each PSA county to the proposed ASTC site is 38 minutes. The only county which has a drive time greater than 60 minutes is Montgomery County. The population of Montgomery County accounts for only 17.4% of the population of the entire PSA. Therefore, more than a majority of the population of the PSA is within a 60 minute drive time of the site.

7. Access to ASTCs. An applicant should provide information regarding the relationship of an existing or proposed ASTC site to public transportation routes if that information is available.

Response: The site is 0.7 miles off So. Graycroft Ave. in Madison. It is approximately 1.1 miles west of Gallatin Pike and 2.2 miles east of I-65. Graycroft Avenue is served by the WeGo Public Transit system and is on WeGo Route 79. A map of the Route 79 service area is attached to the application as Attachment 11A.

8. Access to ASTCs. An application to establish an ambulatory surgical treatment center or to expand existing services of an ambulatory surgical treatment center must project the origin of potential patients by percentage and county of residence and, if such data are readily available, by zip code, and must note where they are currently being served. Demographics of the Service Area should be included, including the anticipated provision of services to out-of-state patients, as well as the identity of other service providers both in and out of state and the source of out-of-state data. Applicants shall document all other provider alternatives available in the Service Area. All assumptions, including the specific methodology by which utilization is projected, must be clearly stated.

Response: The projected number of patients and the county of their residence percentages were based on the historical patient bases of the physicians during a recent 12-month period. These same numbers were used as a conservative projection for Year 1 of the proposed new ASTC.

Service Area Counties	Historical No. of County Residents	Historical % of Total Patients	Projected No. of Patients from this County	Projected % of Total Patients
Davidson County	843	31.4%	843	31.4%
Montgomery County	541	20.2%	541	20.2%
Robertson County	111	4.1%	111	4.1%
Sumner County	328	12.2%	328	12.2%
Wilson County	333	12.4%	333	12.4%
All Others	526	19.6%	526	19.6%
Total	2682	100%	2682	100%

9. Access and Economic Efficiencies. An application to establish an ambulatory surgical treatment center or to expand existing services of an ambulatory surgical treatment center must project patient utilization for each of the first eight quarters following completion of the project. All assumptions, including the specific methodology by which utilization is projected, must be clearly stated.

Response: Please see the table below for the intake numbers over the first eight quarters after opening.

Quarter	No. Patients
Q1	670
Q2	671
Q3	671
Q4	670
Total Year 1	2682
Q1	741
Q2	740
Q3	740
Q4	741
Total Year 2	2962

The intake of cases over the first eight quarters is distributed evenly. No ramp up time is expected due to the normal delays in finalizing payor contracts, since a co-owned facility, Crossroads Surgery Center, is an existing contracted provider.

10. Patient Safety and Quality of Care; Health Care Workforce.

- a. An applicant should be or agree to become accredited by any accrediting organization approved by the Centers for Medicare and Medicaid Services, such as the Joint Commission, the Accreditation Association of Ambulatory Health Care, the American Association for Accreditation of Ambulatory Surgical Facilities, or other nationally recognized accrediting organization.⁴

Response: The applicant will seek accreditation from the Accreditation Association for Ambulatory Health Care (AAAHC).

- b. An applicant should estimate the number of physicians by specialty that are expected to utilize the facility and the criteria to be used by the facility in extending surgical and anesthesia privileges to medical personnel. An applicant should provide documentation on the availability of appropriate and qualified staff that will provide ancillary support services, whether on- or off-site.

Response: At least initially, there will be 6 physicians performing procedures at the facility. Anesthesiology services will be provided by an unrelated anesthesiology group, who will bill the patients directly for their services. The anesthesiologists will all be appropriately licensed and boarded.

11. Access to ASTCs. In light of Rule 0720-11.01, which lists the factors concerning need on which an application may be evaluated, and Principle No. 2 in the State Health Plan, Every

citizen should have reasonable access to health care. the HSDA may decide to give special consideration to an applicant:

- a. Who is offering the service in a medically underserved area as designated by the United States Health Resources and Services Administration.

Response: All counties in the PSA except Sumner County are designated as an MUA by the HRSA. Please see Attachment 1N(2) for verification.

- b. Who is a “safety net hospital” or a “children’s hospital” as defined by the Bureau of TennCare Essential Access Hospital payment program.

Response: N/A

- c. Who provides a written commitment of intention to contract with at least one TennCare MCO and, if providing adult services, to participate in the Medicare program.

Response: The proposed ASTC will participate in TennCare and Medicare.

- d. Who is proposing to use the ASTC for patients that typically require longer preparation and scanning times. The applicant shall provide in its application information supporting the additional time required per Case and the impact on the need standard.

Response: N/A

OR Utilization & Capacity - Year 1

Operating Rooms	Cases	Cases/Room	Average Turnaround Time	Minutes Used	Schedulable minutes*	% of Schedulable Time Used
Operating Room #1	802	802	95 minutes	76,190	83,980	91%

OR Utilization & Capacity - Year 2

Operating Rooms	Cases	Cases/Room	Average Turnaround Time	Minutes Used	Schedulable minutes*	% of Schedulable Time Used
Operating Room #1	872	872	95 minutes	82,840	83,980	99%

PR Utilization & Capacity - Year 1

Procedure Rooms	Procedures	Procedures/Room	Average Turnaround Time	Minutes Used	Schedulable minutes*	% of Schedulable Time Used
Procedure Room #1	1880	1880	45 minutes	84,600	84,015	101%

PR Utilization & Capacity - Year 2

Procedure Rooms	Procedures	Procedures/Room	Average Turnaround Time	Minutes Used	Schedulable minutes*	% of Schedulable Time Used
Procedure Room #1	2090	2090	45 minutes	94,050	84,015	112%

Utilization of ASTCs in the PSA - 2024						Pain Management Cases			All Cases			Avg. Per Room - All Cases		% Utilization Target Met	
Facility Name	County	SS or MS	ORs	PRs	Total	OR	PR	Total	OR	PR	Total	OR	PR	OR	PR
Eye Surgery Center of Middle Tennessee	Davidson	Single	2	0	2	0	0	0	2693	0	2693	1,347	N/A	152.3%	N/A
Centennial Surgery Center	Davidson	Multi	6	2	8	0	64	64	3829	2367	6196	638	1,184	72.2%	63.4%
Northridge Surgery Center	Davidson	Multi	3	1	4	0	793	793	3197	793	3990	1,066	793	120.6%	42.5%
Urology Surgery Center	Davidson	Single	5	3	8	0	0	0	3123	2957	6080	625	986	70.7%	52.8%
Digestive Disease Endoscopy Center	Davidson	Single	0	4	4	0	0	0	0	7443	7443	N/A	1,861	N/A	99.7%
Nashville Endo Surgery Center	Davidson	Single	0	3	3	0	0	0	0	3307	3307	N/A	1,102	N/A	59.0%
Southern Endoscopy Center	Davidson	Single	0	3	3	0	0	0	0	2285	2285	N/A	762	N/A	40.8%
Saint Thomas Medical Group Endoscopy Center	Davidson	Single	0	2	2	0	0	0	0	3526	3526	N/A	1,763	N/A	94.4%
Nashville Gastrointestinal Endoscopy Center	Davidson	Single	0	3	3	0	0	0	0	2675	2675	N/A	892	N/A	47.8%
Southern Joint Surgery Center	Davidson	Single	3	0	3	0	0	0	802	0	802	267	N/A	30.2%	N/A
Oral Facial Surgery Center	Davidson	Multi	7	0	7	0	0	0	5250	0	5250	750	N/A	84.8%	N/A
Wesley Ophthalmic Plastic Surgery Center	Davidson	Single	2	0	2	0	0	0	1408	0	1408	704	N/A	79.6%	N/A
Associated Endoscopy	Davidson	Single	0	3	3	0	0	0	0	7718	7718	N/A	2,573	N/A	137.8%
Baptist Ambulatory Surgery Center	Davidson	Multi	6	1	7	5	2583	2588	4471	2583	7054	745	2,583	84.3%	138.4%
The Center for Assisted Reproductive Technologies	Davidson	Multi	0	0	0	0	0	0	0	0	0	N/A	N/A	N/A	N/A
Eye Surgery Center of Nashville	Davidson	Single	2	0	2	0	0	0	5635	0	5635	2,818	N/A	N/A	N/A
Saint Thomas Campus Surgicare	Davidson	Multi	6	1	7	0	1201	1201	4930	1201	6131	822	1,201	92.9%	64.3%
Tennessee Pain Surgery Center	Davidson	Single	1	4	5	1403	6613	8016	1403	6613	8016	1,403	1,653	158.7%	88.6%
Saint Thomas Surgery Center Midtown	Davidson	Multi	10	1	11	30	1211	1241	6221	1211	7432	622	1,211	70.4%	64.9%
Premier Orthopaedic Surgery Center	Davidson	Multi	2	0	2	1418	0	1418	2528	0	2528	1,264	N/A	143.0%	N/A
Delozier Surgery Center	Davidson	Single	1	0	1	0	0	0	387	0	387	387	N/A	43.8%	N/A
Nashville Vision Correction	Davidson	Single	0	1	1	0	0	0	0	96	96	N/A	96	N/A	5.1%
Summit Surgery Center	Davidson	Multi	5	1	6	0	1178	1178	4230	1282	5512	846	1,282	95.7%	68.7%
American Endoscopy Center	Davidson	Single	1	0	1	0	0	0	530	0	530	530	N/A	60.0%	N/A
NFC Surgery Center	Davidson	Single	1	1	2	0	0	0	1129	5	1134	1,129	5	127.7%	0.3%
Brentwood Surgery Center	Davidson	Multi	4	2	6	24	0	24	2281	2210	4491	570	1,105	64.5%	59.2%
Gurley Surgery Center	Davidson	Single	1	0	1	0	0	0	121	0	121	121	N/A	13.7%	N/A
Premier Radiology Pain Management Center	Davidson	Single	0	2	2	0	2461	2461	0	2461	2461	N/A	1,231	N/A	65.9%
Turner Surgery Center	Davidson	Single	0	1	1	0	282	282	0	282	282	N/A	282	N/A	15.1%
The Plastic Surgery Center Brentwood, LLC	Davidson	Single	2	1	3	0	0	0	524	0	524	262	0	29.6%	N/A
Music City Surgery Center, LLC	Davidson	Single	2	1	3	0	0	0	3310	890	4200	1,655	890	187.2%	47.7%
Nashville Midtown Surgical, LLC	Davidson	Multi	0	0	0	0	0	0	0	0	0	N/A	N/A	N/A	N/A
Surgery Center of Clarksville	Montgomery	Multi	4	2	6	0	1148	1148	1428	1148	2576	357	574	40.4%	30.7%
Clarksville Surgery Center	Montgomery	Multi	3	2	5	160	0	160	3314	0	3314	1,105	0	125.0%	N/A
Gastrointestinal Specialists of Clarksville	Montgomery	Single	0	1	1	0	0	0	0	1084	1084	N/A	1,084	N/A	58.1%
Vanderbilt Ingram Cancer Center at Tennaova	Montgomery	Single	0	9	9	0	0	0	0	28232	28232	N/A	3,137	N/A	168.0%
Clarksville Eye Surgery Center	Montgomery	Single	1	1	2	0	0	0	822	0	822	822	0	93.0%	N/A
Green Surgery Center	Sumner	Single	1	1	2	0	0	0	730	228	958	730	228	82.6%	12.2%
Patient Partners, LLC	Sumner	Multi	2	2	4	0	361	361	1167	2997	4164	584	1,499	66.0%	80.3%
Indian Lake Surgery Center	Sumner	Multi	2	1	3	0	0	0	970	0	970	485	0	54.9%	N/A
Lebanon Endoscopy Center	Wilson	Single	0	2	2	0	0	0	0	1959	1959	N/A	980	N/A	52.5%
Providence Surgery Center	Wilson	Multi	2	1	3	58	94	152	2158	95	2253	1,079	95	122.1%	N/A
Lebanon Surgery Center	Wilson	Multi	3	1	4	0	0	0	128	0	128	43	0	N/A	N/A
Total			90	64	154	3098	17989	21087	68719	87648	156367	764	1,370	86.4%	73.4%

Source: 2024 IAR Master File

Utilization of ASTCs in the PSA - 2023						Pain Management Cases			All Cases			Avg. Per Room - All Cases		% Utilization Target Met	
Facility Name	County	SS or MS	ORs	PRs	Total	OR	PR	Total	OR	PR	Total	OR	PR	OR	PR
Eye Surgery Center of Middle Tennessee	Davidson	Single	2	0	2	0	0	0	2815	0	2815	1,408	N/A	159.2%	N/A
Centennial Surgery Center	Davidson	Multi	6	2	8	0	229	229	5022	2068	7090	837	1,034	94.7%	55.4%
Northridge Surgery Center	Davidson	Multi	3	1	4	0	435	435	5161	435	5596	1,720	435	194.6%	23.3%
Urology Surgery Center	Davidson	Single	5	3	8	0	0	0	2832	3014	5846	566	1,005	64.1%	53.8%
Digestive Disease Endoscopy Center	Davidson	Single	0	4	4	0	0	0	0	7486	7486	N/A	1,872	N/A	100.2%
Nashville Endo Surgery Center	Davidson	Single	0	3	3	0	0	0	0	3258	3258	N/A	1,086	N/A	58.2%
Southern Endoscopy Center	Davidson	Single	0	3	3	0	0	0	0	2054	2054	N/A	685	N/A	36.7%
Saint Thomas Medical Group Endoscopy Center	Davidson	Single	0	2	2	0	0	0	0	5374	5374	N/A	2,687	N/A	143.9%
Nashville Gastrointestinal Endoscopy Center	Davidson	Single	0	3	3	0	0	0	0	3151	3151	N/A	1,050	N/A	56.3%
Southern Joint Surgery Center	Davidson	Single	3	0	3	0	0	0	475	0	475	158	N/A	17.9%	N/A
Oral Facial Surgery Center	Davidson	Multi	4	3	7	0	0	0	2452	3059	5511	613	1,020	69.3%	54.6%
Wesley Ophthalmic Plastic Surgery Center	Davidson	Single	2	0	2	0	0	0	1433	0	1433	717	N/A	81.1%	N/A
Associated Endoscopy	Davidson	Single	0	3	3	0	0	0	0	7178	7178	N/A	2,393	N/A	128.2%
Baptist Ambulatory Surgery Center	Davidson	Multi	6	1	7	0	2592	2592	4561	2592	7153	760	2,592	86.0%	138.8%
The Center for Assisted Reproductive Technologies	Davidson	Single	0	2	2	0	0	0	0	608	608	N/A	304	N/A	16.3%
Eye Surgery Center of Nashville	Davidson	Single	2	0	2	0	0	0	5852	0	5852	2,926	N/A	331%	N/A
Saint Thomas Campus Surgicare	Davidson	Multi	6	1	7	0	1678	1678	5857	1678	7535	976	1,678	110.4%	89.9%
Tennessee Pain Surgery Center	Davidson	Single	1	4	5	1004	6147	7151	1004	6147	7151	1,004	1,537	113.6%	82.3%
Saint Thomas Surgery Center Midtown	Davidson	Multi	10	1	11	6	1324	1330	6856	1324	8180	686	1,324	77.6%	70.9%
Premier Orthopaedic Surgery Center	Davidson	Multi	2	0	2	971	0	971	2372	0	2372	1,186	N/A	134.2%	N/A
Delozier Surgery Center	Davidson	Single	1	0	1	0	0	0	471	0	471	471	N/A	53.3%	N/A
Nashville Vision Correction	Davidson	Single	0	1	1	0	0	0	0	98	98	N/A	98	N/A	5.2%
Summit Surgery Center	Davidson	Multi	5	1	6	0	529	529	4502	925	5427	900	925	101.9%	49.5%
American Endoscopy Center	Davidson	Single	1	0	1	0	0	0	565	0	565	565	N/A	63.9%	N/A
NFC Surgery Center	Davidson	Multi	1	1	2	0	0	0	1034	3	1037	1,034	300%	117.0%	0.2%
Brentwood Surgery Center	Davidson	Multi	4	2	6	0	106	106	1807	2126	3933	452	1,063	51.1%	56.9%
Gurley Surgery Center	Davidson	Single	0	2	2	0	0	0	0	117	117	N/A	58.5	N/A	3.1%
Premier Radiology Pain Management Center	Davidson	Single	0	2	2	0	2392	2392	0	2392	2392	N/A	1,196	N/A	64.1%
Turner Surgery Center	Davidson	Single	0	1	1	0	45	45	0	45	45	N/A	45	N/A	2.4%
The Plastic Surgery Center Brentwood, LLC	Davidson	Single	2	1	3	0	0	0	512	0	512	256	N/A	29.0%	N/A
Music City Surgery Center, LLC	Davidson	Single	2	1	3	0	0	0	1193	312	1505	597	312	67.5%	16.7%
Surgery Center of Clarksville	Montgomery	Multi	4	2	6	0	972	972	1387	972	2359	347	486	39.2%	26.0%
Clarksville Surgery Center	Montgomery	Multi	3	2	5	307	0	307	3312	1	3313	1,104	1	124.9%	0.0%
Gastrointestinal Specialists of Clarksville	Montgomery	Single	0	1	1	0	0	0	0	1352	1352	N/A	1,352	N/A	72.4%
Vanderbilt Ingram Cancer Center at Tennaova	Montgomery	Single	0	9	9	0	0	0	0	25289	25289	N/A	2,810	N/A	150.5%
Clarksville Eye Surgery Center	Montgomery	Single	1	1	2	0	0	0	729	0	729	729	N/A	82.5%	N/A
Green Surgery Center	Sumner	Single	1	1	2	0	0	0	707	230	937	707	230	80.0%	12.3%
Patient Partners, LLC	Sumner	Multi	2	2	4	0	540	540	1908	4048	5956	954	2,024	107.9%	108.4%
Indian Lake Surgery Center	Sumner	Multi	2	1	3	0	69	69	1033	69	1102	517	69	58.4%	3.7%
Lebanon Endoscopy Center	Wilson	Single	0	2	2	0	0	0	0	2095	2095	N/A	1,048	N/A	56.1%
Providence Surgery Center	Wilson	Multi	2	1	3	0	768	768	1901	768	2669	951	768	107.5%	41.1%
Lebanon Surgery Center	Wilson	Multi	3	1	4	0	0	0	70	0	70	23	N/A	2.6%	N/A
Total			86	71	157	2288	17826	20114	67823	90268	158091	789	1,271	89.2%	68.1%

Source: 2023 JAR Master File

Utilization of ASCs in the PSA - 2022						Pain Management Cases			All Cases			Avg. Per Room - All Cases		% Utilization Target Met	
Facility Name	County	SS or MS	ORs	PRs	Total	OR	PR	Total	OR	PR	Total	OR	PR	OR	PR
Eye Surgery Center of Middle Tennessee	Davidson	Single	2	0	2	0	0	0	2307	0	2307	1,154	N/A	130.5%	N/A
Centennial Surgery Center	Davidson	Multi	6	2	8	0	471	471	4872	2459	7331	812	1,230	91.9%	65.9%
Planned Parenthood of TN and North Mississippi Memphis Region	Davidson	Single	0	2	2	0	0	0	0	624	624	N/A	312	N/A	16.7%
Northridge Surgery Center	Davidson	Multi	5	2	7	0	0	0	5596	0	5596	1,119	N/A	126.6%	N/A
Urology Surgery Center	Davidson	Single	5	3	8	0	0	0	2499	3019	5518	500	1,006	56.5%	53.9%
Digestive Disease Endoscopy Center	Davidson	Single	0	4	4	0	0	0	0	7552	7552	N/A	1,888	N/A	101.1%
Nashville Endo Surgery Center	Davidson	Single	0	3	3	0	0	0	0	2805	2805	N/A	935	N/A	50.1%
Southern Endoscopy Center	Davidson	Single	3	0	3	0	0	0	1544	0	1544	515	N/A	58.2%	N/A
Mid-State Endoscopy Center	Davidson	Multi	0	0	0	0	0	0	0	0	0	N/A	N/A	N/A	NA
Saint Thomas Medical Group Endoscopy Center	Davidson	Single	0	2	2	0	0	0	0	4696	4696	N/A	2,348	N/A	125.8%
Nashville Gastrointestinal Endoscopy Center	Davidson	Single	0	3	3	0	0	0	0	2326	2326	N/A	775	N/A	41.5%
Southern Joint Surgery Center	Davidson	Single	3	0	3	0	0	0	25	0	25	8	N/A	0.9%	N/A
Oral Facial Surgery Center	Davidson	Multi	7	0	7	0	0	0	3720	0	3720	531	N/A	60.1%	N/A
Wesley Ophthalmic Plastic Surgery Center	Davidson	Single	2	0	2	0	0	0	1253	0	1253	627	N/A	70.9%	N/A
Associated Endoscopy	Davidson	Single	0	3	3	0	0	0	0	6163	6163	N/A	2,054	N/A	110.0%
Baptist Ambulatory Surgery Center	Davidson	Multi	6	1	7	6	3207	3213	4771	3207	7978	795	3,207	90.0%	171.8%
The Center for Assisted Reproductive Technologies	Davidson	Single	0	2	2	0	0	0	0	291	291	N/A	146	N/A	7.8%
Eye Surgery Center of Nashville	Davidson	Single	2	0	2	0	0	0	5522	0	5522	2,761	N/A	312.3%	N/A
Saint Thomas Campus Surgicare	Davidson	Multi	6	1	7	0	1226	1226	5142	1226	6368	857	1,226	96.9%	65.7%
LVC Outpatient Surgery Center	Davidson	Multi	0	0	0	0	0	0	0	0	0	N/A	N/A	N/A	N/A
Tennessee Pain Surgery Center	Davidson	Single	1	4	5	1154	5710	6864	1154	5710	6864	1,154	1,428	130.5%	76.5%
Saint Thomas Surgery Center Midtown	Davidson	Multi	10	1	11	15	1828	1843	6900	1828	8728	690	1,828	78.1%	97.9%
Premier Orthopaedic Surgery Center	Davidson	Multi	2	0	2	724	0	724	2498	0	2498	1,249	N/A	141.3%	N/A
Delozier Surgery Center	Davidson	Single	1	1	2	0	0	0	505	808	1313	505	808	57.1%	43.3%
Nashville Vision Correction	Davidson	Single	0	1	1	0	0	0	0	149	149	N/A	149	N/A	8.0%
Summit Surgery Center	Davidson	Multi	5	1	6	0	334	334	4367	669	5036	873	669	98.8%	35.8%
American Endoscopy Center	Davidson	Single	1	0	1	0	0	0	498	0	498	498	N/A	56.3%	N/A
NFC Surgery Center	Davidson	Single	1	1	2	0	0	0	973	5	978	973	5	110.1%	0.3%
Brentwood Surgery Center	Davidson	Multi	3	2	5	0	0	0	981	1479	2460	327	740	37.0%	39.6%
Gurley Surgery Center	Davidson	Single	0	2	2	0	0	0	0	147	147	N/A	74	N/A	3.9%
Premier Radiology Pain Management Center	Davidson	Single	0	2	2	0	2249	2249	0	2249	2249	N/A	1,125	N/A	60.2%
Turner Surgery Center	Davidson	Single	0	1	1	0	87	87	0	87	87	N/A	87	N/A	4.7%
The Plastic Surgery Center Brentwood, LLC	Davidson	Single	2	1	3	0	0	0	502	0	502	251	N/A	28.4%	N/A
Surgery Center of Clarksville	Montgomery	Multi	4	2	6	0	577	577	1581	577	2158	395	289	44.7%	15.5%
Clarksville Surgery Center	Montgomery	Multi	3	2	5	460	0	460	3217	0	3217	1,072	N/A	121.3%	N/A
Gastrointestinal Specialists of Clarksville	Montgomery	Single	0	1	1	0	0	0	0	1807	1807	N/A	1,807	N/A	96.8%
Gateway-Vanderbilt Cancer Treatment Center	Montgomery	Single	0	9	9	0	0	0	0	21040	21040	N/A	2,338	N/A	125.2%
Clarksville Eye Surgery Center	Montgomery	Single	1	1	2	0	0	0	864	0	864	864	N/A	97.7%	N/A
Green Surgery Center	Sumner	Single	1	1	2	0	0	0	760	253	1013	760	253	86.0%	13.6%
Patient Partners, LLC	Sumner	Multi	2	2	4	19	954	973	1554	4441	5995	777	2,221	87.9%	118.9%
Indian Lake Surgery Center	Sumner	Multi	2	1	3	0	40	40	918	40	958	459	40	51.9%	2.1%
Lebanon Endoscopy Center	Wilson	Single	0	2	2	0	0	0	0	2194	2194	N/A	1,097	N/A	58.8%
Providence Surgery Center	Wilson	Multi	2	1	3	702	271	973	2214	272	2486	1,107	272	125.2%	14.6%
Lebanon Surgery Center	Wilson	Multi	3	1	4	0	0	0	4	0	4	1	N/A	0.2%	NA
Total			91	68	159	3080	16954	20034	66741	78123	144864	733	1,149	83.0%	61.5%

Source: 2022 IAR Master File

Utilization of Hospitals for Pain Management Procedures - 2023

Facility	County	# ORs	# PRs	PM Services Provided?	Total Surgical Cases (ORs & PRs)	PM Cases*	PM as % of Total Surgical Cases
TriStar Southern Hills Medical Center	Davidson	5	1	Yes	11,412	74	0.6%
TriStar Skyline Madison Campus	Davidson	0	0	No	0	0	0
Metropolitan Nashville General Hospital	Davidson	8	3	No	5,592	0	0
Ascension Saint Thomas Hospital Midtown	Davidson	40	5	No	39,958	0	0
Saint Thomas West Hospital	Davidson	25	5	No	23,198	0	0
Vanderbilt University Medical Center	Davidson	77	15	Yes	189,537	0	0
TriStar Centennial Medical Center	Davidson	52	0	Yes	87,892	240	0.3%
TriStar Skyline Medical Center	Davidson	12	0	No	20,408	0	0
TriStar Summit Medical Center	Davidson	9	5	Yes	14,134	66	0.5%
Saint Thomas Hospital for Specialty Surgery	Davidson	6		No	8,672	0	0
Middle Tennessee Mental Health Institute	Davidson	0	0	No	0	0	0
Ascension Saint Thomas Behavioral Health Hospital	Davidson	0	0	No	0	0	0
Vanderbilt Stallworth Rehabilitation Hospital	Davidson	0	0	No	0	0	0
Select Specialty Hospital - Nashville	Davidson	0	0	No	0	0	0
Ascension Saint Thomas Rehabilitation Hospital	Davidson	0	0	No	0	0	0
Select Specialty Hospital Nashville West	Davidson	0	0	No	0	0	0
Tennova Healthcare- Clarksville	Montgomery	12	0	Yes	25,772	0	0
Behavioral Healthcare Center at Clarksville	Montgomery	0	0	No	0	0	0
TriStar NorthCrest Medical Center	Robertson	5	2	No	10,822	0	0
Portland Medical Center	Sumner	0	0	No	0	0	0
Sumner Regional Medical Center	Sumner	7	3	No	15,148	113	0.7%
TriStar Hendersonville Medical Center	Sumner	10	4	No	20,832	0	0
Vanderbilt Wilson County Hospital	Wilson	0	0	No	0	0	0
Vanderbilt Wilson County Hospital	Wilson	4	0	Yes	11,996	59	0.5%
Total		272	43		485,373	552	0.1%

* The JARs do not break down PM cases into ORs and PRs

Source: 2023 Joint Annual Reports MasterFile

Utilization of Hospitals for Pain Management Procedures - 2022							
Facility	County	# ORs	# PRs	PM Services Provided ?	Total Surgical Cases (ORs & PRs)	PM Cases*	PM as % of Total Surgical Cases
Select Specialty Hospital Nashville West	Davidson	0	0	No	0	0	0.0%
TriStar Southern Hills Medical Center	Davidson	5	1	Yes	10,132	71	0.7%
TriStar Skyline Madison Campus	Davidson	0	0	No	0	0	0.0%
Metropolitan Nashville General Hospital	Davidson	8	3	Yes	4,798	0	0.0%
Saint Thomas Midtown Hospital	Davidson	36	7	No	36,028	71	0.2%
Saint Thomas West Hospital	Davidson	25	5	No	24,586	0	0.0%
Vanderbilt University Medical Center	Davidson	77	15	Yes	179,151	0	0.0%
TriStar Centennial Medical Center	Davidson	61	17	Yes	88,874	0	0.0%
TriStar Skyline Medical Center	Davidson	12	0	No	20,794	0	0.0%
TriStar Summit Medical Center	Davidson	9	5	Yes	14,262	0	0.0%
Saint Thomas Hospital for Specialty Surgery	Davidson	6	0	No	8,818	274	3.1%
Middle Tennessee Mental Health Institute	Davidson	0	0	No	0	0	0.0%
Ascension Saint Thomas Behavioral Health Hospital	Davidson	0	0	No	0	0	0.0%
Vanderbilt Stallworth Rehabilitation Hospital	Davidson	0	0	No	0	0	0.0%
Select Specialty Hospital - Nashville	Davidson	0	0	No	0	0	0.0%
Ascension Saint Thomas Rehabilitation Hospital	Davidson	0	0	No	0	0	0.0%
Tennova Healthcare- Clarksville	Montgomery	13	0	No	21,758	0	0.0%
Behavioral Healthcare Center at Clarksville	Montgomery	0	0	No	0	0	0.0%
TriStar NorthCrest Medical Center	Robertson	5	2	No	7,174	0	0.0%
Portland Medical Center	Sumner	0	0	No	0	0	0.0%
Sumner Regional Medical Center	Sumner	7	7	No	12,712	105	0.8%
TriStar Hendersonville Medical Center	Sumner	10	4	No	20,628	0	0.0%
Vanderbilt Wilson County Hospital	Wilson	0	0	No	0	0	0.0%
Vanderbilt Wilson County Hospital	Wilson	4	0	Yes	10,078	0	0.0%
Total		278	66		459,793	521	0.1%
* The JARs do not break down PM cases into ORs and PRs							
Source: 2022 Joint Annual Reports MasterFile							

Utilization of Hospitals for Pain Management Procedures - 2021							
Facility	County	# ORs	# PRs	PM Services Provided?	Total Surgical Cases (ORs & PRs)	PM Cases*	PM as % of Total Surgical Cases
TriStar Southern Hills Medical Center	Davidson	9	1	Yes	10,574	22	0.2%
TriStar Skyline Madison Campus	Davidson	0	0	No	0	0	0.0%
Metropolitan Nashville General Hospital	Davidson	6	3	Yes	5,126	0	0.0%
Saint Thomas Midtown Hospital	Davidson	36	7	No	35,078	0	0.0%
Saint Thomas West Hospital	Davidson	25	5	No	25,864	0	0.0%
Vanderbilt University Medical Center	Davidson	75	15	Yes	167,585	0	0.0%
TriStar Centennial Medical Center	Davidson	61	17	Yes	89,336	255	0.3%
TriStar Skyline Medical Center	Davidson	11	0	No	17,138	0	0.0%
TriStar Summit Medical Center	Davidson	9	5	Yes	14,340	0	0.0%
Saint Thomas Hospital for Specialty Surgery	Davidson	6	0	No	8,782	0	0.0%
Middle Tennessee Mental Health Institute	Davidson	0	0	No	0	0	0.0%
Ascension Saint Thomas Behavioral Health Hospital	Davidson	0	0	No	0	0	0.0%
Vanderbilt Stallworth Rehabilitation Hospital	Davidson	0	0	No	0	0	0.0%
Select Specialty Hospital - Nashville	Davidson	0	0	No	0	0	0.0%
Tennova Healthcare- Clarksville	Montgomery	13	0	No	18,708	0	0.0%
Behavioral Healthcare Center at Clarksville	Montgomery	0	0	No	0	0	0.0%
TriStar NorthCrest Medical Center	Robertson	5	2	Yes	10,320	0	0.0%
Portland Medical Center	Sumner	0	0	No	0	0	0.0%
Sumner Regional Medical Center	Sumner	7	0	Yes	12,182	44	0.4%
TriStar Hendersonville Medical Center	Sumner	10	4	No	17,860	0	0.0%
Vanderbilt Wilson County Hospital	Wilson	0	0	No	0	0	0.0%
Vanderbilt Wilson County Hospital	Wilson	4	0	Yes	8,206	29	0.4%
Total		277	59		441,099	350	0.1%
* The JARs do not break down PM cases into ORs and PRs							
Source: 2021 Joint Annual Reports MasterFile							

	Discipline ❶	MUA/P ID ❶	Service Area Name ❶	Designation Type ❶	Primary State Name ❶	County ❶	Index of Medical Underservice Score ❶	Status ❶	Rural Status ❶	Designation Date ❶	Update Date ❶
	Primary Care	03243	Davidson Service Area	Medically Underserved Area	Tennessee	Davidson County, TN	48.3	Designated	Non- Rural	05/10/1982	05/04/1994

	Discipline ❶	MUA/P ID ❶	Service Area Name ❶	Designation Type ❶	Primary State Name ❶	County ❶	Index of Medical Underservice Score ❶	Status ❶	Rural Status ❶	Designation Date ❶	Update Date ❶
	Primary Care	03219	MONTGOMERY SERVICE AREA	Medically Underserved Area	Tennessee	Montgomery County, TN	57.0	Designated	Non- Rural	11/01/1978	11/01/1978

	Discipline ❶	MUA/P ID ❶	Service Area Name ❶	Designation Type ❶	Primary State Name ❶	County ❶	Index of Medical Underservice Score ❶	Status ❶	Rural Status ❶	Designation Date ❶	Update Date ❶
	Primary Care	03228	ROBERTSON SERVICE AREA	Medically Underserved Area	Tennessee	Robertson County, TN	60.9	Designated	Partially Rural	11/01/1978	11/01/1978

	Discipline ❶	MUA/P ID ❶	Service Area Name ❶	Designation Type ❶	Primary State Name ❶	County ❶	Index of Medical Underservice Score ❶	Status ❶	Rural Status ❶	Designation Date ❶	Update Date ❶
	Primary Care	03240	WILSON SERVICE AREA	Medically Underserved Area	Tennessee	Wilson County, TN	54.4	Designated	Partially Rural	11/01/1978	11/01/1978

Utilization of ASTCs in the PSA - 2024						Pain Management Cases			All Cases			Avg. Per Room - All Cases		% Utilization Target Met	
Facility Name	County	SS or MS	ORs	PRs	Total	OR	PR	Total	OR	PR	Total	OR	PR	OR	PR
Eye Surgery Center of Middle Tennessee	Davidson	Single	2	0	2	0	0	0	2693	0	2693	1,347	N/A	152.3%	N/A
Centennial Surgery Center	Davidson	Multi	6	2	8	0	64	64	3829	2367	6196	638	1,184	72.2%	63.4%
Northridge Surgery Center	Davidson	Multi	3	1	4	0	793	793	3197	793	3990	1,066	793	120.6%	42.5%
Urology Surgery Center	Davidson	Single	5	3	8	0	0	0	3123	2957	6080	625	986	70.7%	52.8%
Digestive Disease Endoscopy Center	Davidson	Single	0	4	4	0	0	0	0	7443	7443	N/A	1,861	N/A	99.7%
Nashville Endo Surgery Center	Davidson	Single	0	3	3	0	0	0	0	3307	3307	N/A	1,102	N/A	59.0%
Southern Endoscopy Center	Davidson	Single	0	3	3	0	0	0	0	2285	2285	N/A	762	N/A	40.8%
Saint Thomas Medical Group Endoscopy Center	Davidson	Single	0	2	2	0	0	0	0	3526	3526	N/A	1,763	N/A	94.4%
Nashville Gastrointestinal Endoscopy Center	Davidson	Single	0	3	3	0	0	0	0	2675	2675	N/A	892	N/A	47.8%
Southern Joint Surgery Center	Davidson	Single	3	0	3	0	0	0	802	0	802	267	N/A	30.2%	N/A
Oral Facial Surgery Center	Davidson	Multi	7	0	7	0	0	0	5250	0	5250	750	N/A	84.8%	N/A
Wesley Ophthalmic Plastic Surgery Center	Davidson	Single	2	0	2	0	0	0	1408	0	1408	704	N/A	79.6%	N/A
Associated Endoscopy	Davidson	Single	0	3	3	0	0	0	0	7718	7718	N/A	2,573	N/A	137.8%
Baptist Ambulatory Surgery Center	Davidson	Multi	6	1	7	5	2583	2588	4471	2583	7054	745	2,583	84.3%	138.4%
The Center for Assisted Reproductive Technologies	Davidson	Multi	0	0	0	0	0	0	0	0	0	N/A	N/A	N/A	N/A
Eye Surgery Center of Nashville	Davidson	Single	2	0	2	0	0	0	5635	0	5635	2,818	N/A	318.7%	N/A
Saint Thomas Campus Surgicare	Davidson	Multi	6	1	7	0	1201	1201	4930	1201	6131	822	1,201	92.9%	64.3%
Tennessee Pain Surgery Center	Davidson	Single	1	4	5	1403	6613	8016	1403	6613	8016	1,403	1,653	158.7%	88.6%
Saint Thomas Surgery Center Midtown	Davidson	Multi	10	1	11	30	1211	1241	6221	1211	7432	622	1,211	70.4%	64.9%
Premier Orthopaedic Surgery Center	Davidson	Multi	2	0	2	1418	0	1418	2528	0	2528	1,264	N/A	143.0%	N/A
Delozier Surgery Center	Davidson	Single	1	0	1	0	0	0	387	0	387	387	N/A	43.8%	N/A
Nashville Vision Correction	Davidson	Single	0	1	1	0	0	0	0	96	96	N/A	96	N/A	5.1%
Summit Surgery Center	Davidson	Multi	5	1	6	0	1178	1178	4230	1282	5512	846	1,282	95.7%	68.7%
American Endoscopy Center	Davidson	Single	1	0	1	0	0	0	530	0	530	530	N/A	60.0%	N/A
NFC Surgery Center	Davidson	Single	1	1	2	0	0	0	1129	5	1134	1,129	5	127.7%	0.3%
Brentwood Surgery Center	Davidson	Multi	4	2	6	24	0	24	2281	2210	4491	570	1,105	64.5%	59.2%
Gurley Surgery Center	Davidson	Single	1	0	1	0	0	0	121	0	121	121	N/A	13.7%	N/A
Premier Radiology Pain Management Center	Davidson	Single	0	2	2	0	2461	2461	0	2461	2461	N/A	1,231	N/A	65.9%
Turner Surgery Center	Davidson	Single	0	1	1	0	282	282	0	282	282	N/A	282	N/A	15.1%
The Plastic Surgery Center Brentwood, LLC	Davidson	Single	2	1	3	0	0	0	524	0	524	262	0	29.6%	N/A
Music City Surgery Center, LLC	Davidson	Single	2	1	3	0	0	0	3310	890	4200	1,655	890	187.2%	47.7%
Nashville Midtown Surgical, LLC	Davidson	Multi	0	0	0	0	0	0	0	0	0	N/A	N/A	N/A	N/A
Surgery Center of Clarksville	Montgomery	Multi	4	2	6	0	1148	1148	1428	1148	2576	357	574	40.4%	30.7%
Clarksville Surgery Center	Montgomery	Multi	3	2	5	160	0	160	3314	0	3314	1,105	0	125.0%	N/A
Gastrointestinal Specialists of Clarksville	Montgomery	Single	0	1	1	0	0	0	0	1084	1084	N/A	1,084	N/A	58.1%
Vanderbilt Ingram Cancer Center at Tennova	Montgomery	Single	0	9	9	0	0	0	0	28232	28232	N/A	3,137	N/A	168.0%
Clarksville Eye Surgery Center	Montgomery	Single	1	1	2	0	0	0	822	0	822	822	0	93.0%	N/A
Green Surgery Center	Sumner	Single	1	1	2	0	0	0	730	228	958	730	228	82.6%	12.2%
Patient Partners, LLC	Sumner	Multi	2	2	4	0	361	361	1167	2997	4164	584	1,499	66.0%	80.3%
Indian Lake Surgery Center	Sumner	Multi	2	1	3	0	0	0	970	0	970	485	0	54.9%	N/A
Lebanon Endoscopy Center	Wilson	Single	0	2	2	0	0	0	0	1959	1959	N/A	980	N/A	52.5%
Providence Surgery Center	Wilson	Multi	2	1	3	58	94	152	2158	95	2253	1,079	95	122.1%	5.1%
Lebanon Surgery Center	Wilson	Multi	3	1	4	0	0	0	128	0	128	43	0	2.6%	N/A
Total			90	64	154	3098	17989	21087	68719	87648	156367	764	1,370	86.4%	73.4%

Source: 2024 IAR Master File

Utilization of ASTCs in the PSA - 2023						Pain Management Cases			All Cases			Avg. Per Room - All Cases		% Utilization Target Met	
Facility Name	County	SS or MS	ORs	PRs	Total	OR	PR	Total	OR	PR	Total	OR	PR	OR	PR
Eye Surgery Center of Middle Tennessee	Davidson	Single	2	0	2	0	0	0	2815	0	2815	1,408	N/A	159.2%	N/A
Centennial Surgery Center	Davidson	Multi	6	2	8	0	229	229	5022	2068	7090	837	1,034	94.7%	55.4%
Northridge Surgery Center	Davidson	Multi	3	1	4	0	435	435	5161	435	5596	1,720	435	194.6%	23.3%
Urology Surgery Center	Davidson	Single	5	3	8	0	0	0	2832	3014	5846	566	1,005	64.1%	53.8%
Digestive Disease Endoscopy Center	Davidson	Single	0	4	4	0	0	0	0	7486	7486	N/A	1,872	N/A	100.2%
Nashville Endo Surgery Center	Davidson	Single	0	3	3	0	0	0	0	3258	3258	N/A	1,086	N/A	58.2%
Southern Endoscopy Center	Davidson	Single	0	3	3	0	0	0	0	2054	2054	N/A	685	N/A	36.7%
Saint Thomas Medical Group Endoscopy Center	Davidson	Single	0	2	2	0	0	0	0	5374	5374	N/A	2,687	N/A	143.9%
Nashville Gastrointestinal Endoscopy Center	Davidson	Single	0	3	3	0	0	0	0	3151	3151	N/A	1,050	N/A	56.3%
Southern Joint Surgery Center	Davidson	Single	3	0	3	0	0	0	475	0	475	158	N/A	17.9%	N/A
Oral Facial Surgery Center	Davidson	Multi	4	3	7	0	0	0	2452	3059	5511	613	1,020	69.3%	54.6%
Wesley Ophthalmic Plastic Surgery Center	Davidson	Single	2	0	2	0	0	0	1433	0	1433	717	N/A	81.1%	N/A
Associated Endoscopy	Davidson	Single	0	3	3	0	0	0	0	7178	7178	N/A	2,393	N/A	128.2%
Baptist Ambulatory Surgery Center	Davidson	Multi	6	1	7	0	2592	2592	4561	2592	7153	760	2,592	86.0%	138.8%
The Center for Assisted Reproductive Technologies	Davidson	Single	0	2	2	0	0	0	0	608	608	N/A	304	N/A	16.3%
Eye Surgery Center of Nashville	Davidson	Single	2	0	2	0	0	0	5852	0	5852	2,926	N/A	331%	N/A
Saint Thomas Campus Surgicare	Davidson	Multi	6	1	7	0	1678	1678	5857	1678	7535	976	1,678	110.4%	89.9%
Tennessee Pain Surgery Center	Davidson	Single	1	4	5	1004	6147	7151	1004	6147	7151	1,004	1,537	113.6%	82.3%
Saint Thomas Surgery Center Midtown	Davidson	Multi	10	1	11	6	1324	1330	6856	1324	8180	686	1,324	77.6%	70.9%
Premier Orthopaedic Surgery Center	Davidson	Multi	2	0	2	971	0	971	2372	0	2372	1,186	N/A	134.2%	N/A
Delozier Surgery Center	Davidson	Single	1	0	1	0	0	0	471	0	471	471	N/A	53.3%	N/A
Nashville Vision Correction	Davidson	Single	0	1	1	0	0	0	0	98	98	N/A	98	N/A	5.2%
Summit Surgery Center	Davidson	Multi	5	1	6	0	529	529	4502	925	5427	900	925	101.9%	49.5%
American Endoscopy Center	Davidson	Single	1	0	1	0	0	0	565	0	565	565	N/A	63.9%	N/A
NFC Surgery Center	Davidson	Multi	1	1	2	0	0	0	1034	3	1037	1,034	300%	117.0%	0.2%
Brentwood Surgery Center	Davidson	Multi	4	2	6	0	106	106	1807	2126	3933	452	1,063	51.1%	56.9%
Gurley Surgery Center	Davidson	Single	0	2	2	0	0	0	0	117	117	N/A	58.5	N/A	3.1%
Premier Radiology Pain Management Center	Davidson	Single	0	2	2	0	2392	2392	0	2392	2392	N/A	1,196	N/A	64.1%
Turner Surgery Center	Davidson	Single	0	1	1	0	45	45	0	45	45	N/A	45	N/A	2.4%
The Plastic Surgery Center Brentwood, LLC	Davidson	Single	2	1	3	0	0	0	512	0	512	256	N/A	29.0%	N/A
Music City Surgery Center, LLC	Davidson	Single	2	1	3	0	0	0	1193	312	1505	597	312	67.5%	16.7%
Surgery Center of Clarksville	Montgomery	Multi	4	2	6	0	972	972	1387	972	2359	347	486	39.2%	26.0%
Clarksville Surgery Center	Montgomery	Multi	3	2	5	307	0	307	3312	1	3313	1,104	1	124.9%	0.0%
Gastrointestinal Specialists of Clarksville	Montgomery	Single	0	1	1	0	0	0	0	1352	1352	N/A	1,352	N/A	72.4%
Vanderbilt Ingram Cancer Center at Tennaova	Montgomery	Single	0	9	9	0	0	0	0	25289	25289	N/A	2,810	N/A	150.5%
Clarksville Eye Surgery Center	Montgomery	Single	1	1	2	0	0	0	729	0	729	729	N/A	82.5%	N/A
Green Surgery Center	Sumner	Single	1	1	2	0	0	0	707	230	937	707	230	80.0%	12.3%
Patient Partners, LLC	Sumner	Multi	2	2	4	0	540	540	1908	4048	5956	954	2,024	107.9%	108.4%
Indian Lake Surgery Center	Sumner	Multi	2	1	3	0	69	69	1033	69	1102	517	69	58.4%	3.7%
Lebanon Endoscopy Center	Wilson	Single	0	2	2	0	0	0	0	2095	2095	N/A	1,048	N/A	56.1%
Providence Surgery Center	Wilson	Multi	2	1	3	0	768	768	1901	768	2669	951	768	107.5%	41.1%
Lebanon Surgery Center	Wilson	Multi	3	1	4	0	0	0	70	0	70	23	N/A	2.6%	N/A
Total			86	71	157	2288	17826	20114	67823	90268	158091	789	1,271	89.2%	68.1%

Source: 2023 JAR Master File

Utilization of ASCs in the PSA - 2022						Pain Management Cases			All Cases			Avg. Per Room - All Cases		% Utilization Target Met	
Facility Name	County	SS or MS	ORs	PRs	Total	OR	PR	Total	OR	PR	Total	OR	PR	OR	PR
Eye Surgery Center of Middle Tennessee	Davidson	Single	2	0	2	0	0	0	2307	0	2307	1,154	N/A	130.5%	N/A
Centennial Surgery Center	Davidson	Multi	6	2	8	0	471	471	4872	2459	7331	812	1,230	91.9%	65.9%
Planned Parenthood of TN and North Mississippi Memphis Region	Davidson	Single	0	2	2	0	0	0	0	624	624	N/A	312	N/A	16.7%
Northridge Surgery Center	Davidson	Multi	5	2	7	0	0	0	5596	0	5596	1,119	N/A	126.6%	N/A
Urology Surgery Center	Davidson	Single	5	3	8	0	0	0	2499	3019	5518	500	1,006	56.5%	53.9%
Digestive Disease Endoscopy Center	Davidson	Single	0	4	4	0	0	0	0	7552	7552	N/A	1,888	N/A	101.1%
Nashville Endo Surgery Center	Davidson	Single	0	3	3	0	0	0	0	2805	2805	N/A	935	N/A	50.1%
Southern Endoscopy Center	Davidson	Single	3	0	3	0	0	0	1544	0	1544	515	N/A	58.2%	N/A
Mid-State Endoscopy Center	Davidson	Multi	0	0	0	0	0	0	0	0	0	N/A	N/A	N/A	NA
Saint Thomas Medical Group Endoscopy Center	Davidson	Single	0	2	2	0	0	0	0	4696	4696	N/A	2,348	N/A	125.8%
Nashville Gastrointestinal Endoscopy Center	Davidson	Single	0	3	3	0	0	0	0	2326	2326	N/A	775	N/A	41.5%
Southern Joint Surgery Center	Davidson	Single	3	0	3	0	0	0	25	0	25	8	N/A	0.9%	N/A
Oral Facial Surgery Center	Davidson	Multi	7	0	7	0	0	0	3720	0	3720	531	N/A	60.1%	N/A
Wesley Ophthalmic Plastic Surgery Center	Davidson	Single	2	0	2	0	0	0	1253	0	1253	627	N/A	70.9%	N/A
Associated Endoscopy	Davidson	Single	0	3	3	0	0	0	0	6163	6163	N/A	2,054	N/A	110.0%
Baptist Ambulatory Surgery Center	Davidson	Multi	6	1	7	6	3207	3213	4771	3207	7978	795	3,207	90.0%	171.8%
The Center for Assisted Reproductive Technologies	Davidson	Single	0	2	2	0	0	0	0	291	291	N/A	146	N/A	7.8%
Eye Surgery Center of Nashville	Davidson	Single	2	0	2	0	0	0	5522	0	5522	2,761	N/A	312.3%	N/A
Saint Thomas Campus Surgicare	Davidson	Multi	6	1	7	0	1226	1226	5142	1226	6368	857	1,226	96.9%	65.7%
LVC Outpatient Surgery Center	Davidson	Multi	0	0	0	0	0	0	0	0	0	N/A	N/A	N/A	N/A
Tennessee Pain Surgery Center	Davidson	Single	1	4	5	1154	5710	6864	1154	5710	6864	1,154	1,428	130.5%	76.5%
Saint Thomas Surgery Center Midtown	Davidson	Multi	10	1	11	15	1828	1843	6900	1828	8728	690	1,828	78.1%	97.9%
Premier Orthopaedic Surgery Center	Davidson	Multi	2	0	2	724	0	724	2498	0	2498	1,249	N/A	141.3%	N/A
Delozier Surgery Center	Davidson	Single	1	1	2	0	0	0	505	808	1313	505	808	57.1%	43.3%
Nashville Vision Correction	Davidson	Single	0	1	1	0	0	0	0	149	149	N/A	149	N/A	8.0%
Summit Surgery Center	Davidson	Multi	5	1	6	0	334	334	4367	669	5036	873	669	98.8%	35.8%
American Endoscopy Center	Davidson	Single	1	0	1	0	0	0	498	0	498	498	N/A	56.3%	N/A
NFC Surgery Center	Davidson	Single	1	1	2	0	0	0	973	5	978	973	5	110.1%	0.3%
Brentwood Surgery Center	Davidson	Multi	3	2	5	0	0	0	981	1479	2460	327	740	37.0%	39.6%
Gurley Surgery Center	Davidson	Single	0	2	2	0	0	0	0	147	147	N/A	74	N/A	3.9%
Premier Radiology Pain Management Center	Davidson	Single	0	2	2	0	2249	2249	0	2249	2249	N/A	1,125	N/A	60.2%
Turner Surgery Center	Davidson	Single	0	1	1	0	87	87	0	87	87	N/A	87	N/A	4.7%
The Plastic Surgery Center Brentwood, LLC	Davidson	Single	2	1	3	0	0	0	502	0	502	251	N/A	28.4%	N/A
Surgery Center of Clarksville	Montgomery	Multi	4	2	6	0	577	577	1581	577	2158	395	289	44.7%	15.5%
Clarksville Surgery Center	Montgomery	Multi	3	2	5	460	0	460	3217	0	3217	1,072	N/A	121.3%	N/A
Gastrointestinal Specialists of Clarksville	Montgomery	Single	0	1	1	0	0	0	0	1807	1807	N/A	1,807	N/A	96.8%
Gateway-Vanderbilt Cancer Treatment Center	Montgomery	Single	0	9	9	0	0	0	0	21040	21040	N/A	2,338	N/A	125.2%
Clarksville Eye Surgery Center	Montgomery	Single	1	1	2	0	0	0	864	0	864	864	N/A	97.7%	N/A
Green Surgery Center	Sumner	Single	1	1	2	0	0	0	760	253	1013	760	253	86.0%	13.6%
Patient Partners, LLC	Sumner	Multi	2	2	4	19	954	973	1554	4441	5995	777	2,221	87.9%	118.9%
Indian Lake Surgery Center	Sumner	Multi	2	1	3	0	40	40	918	40	958	459	40	51.9%	2.1%
Lebanon Endoscopy Center	Wilson	Single	0	2	2	0	0	0	0	2194	2194	N/A	1,097	N/A	58.8%
Providence Surgery Center	Wilson	Multi	2	1	3	702	271	973	2214	272	2486	1,107	272	125.2%	14.6%
Lebanon Surgery Center	Wilson	Multi	3	1	4	0	0	0	4	0	4	1	N/A	0.2%	NA
Total			91	68	159	3080	16954	20034	66741	78123	144864	733	1,149	83.0%	61.5%

Source: 2022 IAR Master File

Utilization of Hospitals for Pain Management Procedures - 2023

Facility	County	# ORs	# PRs	PM Services Provided?	Total Surgical Cases (ORs & PRs)	PM Cases*	PM as % of Total Surgical Cases
TriStar Southern Hills Medical Center	Davidson	5	1	Yes	11,412	74	0.6%
TriStar Skyline Madison Campus	Davidson	0	0	No	0	0	0
Metropolitan Nashville General Hospital	Davidson	8	3	No	5,592	0	0
Ascension Saint Thomas Hospital Midtown	Davidson	40	5	No	39,958	0	0
Saint Thomas West Hospital	Davidson	25	5	No	23,198	0	0
Vanderbilt University Medical Center	Davidson	77	15	Yes	189,537	0	0
TriStar Centennial Medical Center	Davidson	52	0	Yes	87,892	240	0.3%
TriStar Skyline Medical Center	Davidson	12	0	No	20,408	0	0
TriStar Summit Medical Center	Davidson	9	5	Yes	14,134	66	0.5%
Saint Thomas Hospital for Specialty Surgery	Davidson	6		No	8,672	0	0
Middle Tennessee Mental Health Institute	Davidson	0	0	No	0	0	0
Ascension Saint Thomas Behavioral Health Hospital	Davidson	0	0	No	0	0	0
Vanderbilt Stallworth Rehabilitation Hospital	Davidson	0	0	No	0	0	0
Select Specialty Hospital - Nashville	Davidson	0	0	No	0	0	0
Ascension Saint Thomas Rehabilitation Hospital	Davidson	0	0	No	0	0	0
Select Specialty Hospital Nashville West	Davidson	0	0	No	0	0	0
Tennova Healthcare- Clarksville	Montgomery	12	0	Yes	25,772	0	0
Behavioral Healthcare Center at Clarksville	Montgomery	0	0	No	0	0	0
TriStar NorthCrest Medical Center	Robertson	5	2	No	10,822	0	0
Portland Medical Center	Sumner	0	0	No	0	0	0
Sumner Regional Medical Center	Sumner	7	3	No	15,148	113	0.7%
TriStar Hendersonville Medical Center	Sumner	10	4	No	20,832	0	0
Vanderbilt Wilson County Hospital	Wilson	0	0	No	0	0	0
Vanderbilt Wilson County Hospital	Wilson	4	0	Yes	11,996	59	0.5%
Total		272	43		485,373	552	0.1%

* The JARs do not break down PM cases into ORs and PRs

Source: 2023 Joint Annual Reports MasterFile

Utilization of Hospitals for Pain Management Procedures - 2022							
Facility	County	# ORs	# PRs	PM Services Provided ?	Total Surgical Cases (ORs & PRs)	PM Cases*	PM as % of Total Surgical Cases
Select Specialty Hospital Nashville West	Davidson	0	0	No	0	0	0.0%
TriStar Southern Hills Medical Center	Davidson	5	1	Yes	10,132	71	0.7%
TriStar Skyline Madison Campus	Davidson	0	0	No	0	0	0.0%
Metropolitan Nashville General Hospital	Davidson	8	3	Yes	4,798	0	0.0%
Saint Thomas Midtown Hospital	Davidson	36	7	No	36,028	71	0.2%
Saint Thomas West Hospital	Davidson	25	5	No	24,586	0	0.0%
Vanderbilt University Medical Center	Davidson	77	15	Yes	179,151	0	0.0%
TriStar Centennial Medical Center	Davidson	61	17	Yes	88,874	0	0.0%
TriStar Skyline Medical Center	Davidson	12	0	No	20,794	0	0.0%
TriStar Summit Medical Center	Davidson	9	5	Yes	14,262	0	0.0%
Saint Thomas Hospital for Specialty Surgery	Davidson	6	0	No	8,818	274	3.1%
Middle Tennessee Mental Health Institute	Davidson	0	0	No	0	0	0.0%
Ascension Saint Thomas Behavioral Health Hospital	Davidson	0	0	No	0	0	0.0%
Vanderbilt Stallworth Rehabilitation Hospital	Davidson	0	0	No	0	0	0.0%
Select Specialty Hospital - Nashville	Davidson	0	0	No	0	0	0.0%
Ascension Saint Thomas Rehabilitation Hospital	Davidson	0	0	No	0	0	0.0%
Tennova Healthcare- Clarksville	Montgomery	13	0	No	21,758	0	0.0%
Behavioral Healthcare Center at Clarksville	Montgomery	0	0	No	0	0	0.0%
TriStar NorthCrest Medical Center	Robertson	5	2	No	7,174	0	0.0%
Portland Medical Center	Sumner	0	0	No	0	0	0.0%
Sumner Regional Medical Center	Sumner	7	7	No	12,712	105	0.8%
TriStar Hendersonville Medical Center	Sumner	10	4	No	20,628	0	0.0%
Vanderbilt Wilson County Hospital	Wilson	0	0	No	0	0	0.0%
Vanderbilt Wilson County Hospital	Wilson	4	0	Yes	10,078	0	0.0%
Total		278	66		459,793	521	0.1%
* The JARs do not break down PM cases into ORs and PRs							
Source: 2022 Joint Annual Reports MasterFile							

Utilization of Hospitals for Pain Management Procedures - 2021							
Facility	County	# ORs	# PRs	PM Services Provided?	Total Surgical Cases (ORs & PRs)	PM Cases*	PM as % of Total Surgical Cases
TriStar Southern Hills Medical Center	Davidson	9	1	Yes	10,574	22	0.2%
TriStar Skyline Madison Campus	Davidson	0	0	No	0	0	0.0%
Metropolitan Nashville General Hospital	Davidson	6	3	Yes	5,126	0	0.0%
Saint Thomas Midtown Hospital	Davidson	36	7	No	35,078	0	0.0%
Saint Thomas West Hospital	Davidson	25	5	No	25,864	0	0.0%
Vanderbilt University Medical Center	Davidson	75	15	Yes	167,585	0	0.0%
TriStar Centennial Medical Center	Davidson	61	17	Yes	89,336	255	0.3%
TriStar Skyline Medical Center	Davidson	11	0	No	17,138	0	0.0%
TriStar Summit Medical Center	Davidson	9	5	Yes	14,340	0	0.0%
Saint Thomas Hospital for Specialty Surgery	Davidson	6	0	No	8,782	0	0.0%
Middle Tennessee Mental Health Institute	Davidson	0	0	No	0	0	0.0%
Ascension Saint Thomas Behavioral Health Hospital	Davidson	0	0	No	0	0	0.0%
Vanderbilt Stallworth Rehabilitation Hospital	Davidson	0	0	No	0	0	0.0%
Select Specialty Hospital - Nashville	Davidson	0	0	No	0	0	0.0%
Tennova Healthcare- Clarksville	Montgomery	13	0	No	18,708	0	0.0%
Behavioral Healthcare Center at Clarksville	Montgomery	0	0	No	0	0	0.0%
TriStar NorthCrest Medical Center	Robertson	5	2	Yes	10,320	0	0.0%
Portland Medical Center	Sumner	0	0	No	0	0	0.0%
Sumner Regional Medical Center	Sumner	7	0	Yes	12,182	44	0.4%
TriStar Hendersonville Medical Center	Sumner	10	4	No	17,860	0	0.0%
Vanderbilt Wilson County Hospital	Wilson	0	0	No	0	0	0.0%
Vanderbilt Wilson County Hospital	Wilson	4	0	Yes	8,206	29	0.4%
Total		277	59		441,099	350	0.1%
* The JARs do not break down PM cases into ORs and PRs							
Source: 2021 Joint Annual Reports MasterFile							

Utilization of ASTCs in the PSA for Pain Management - 2024						Pain Management Cases			All Cases			Avg. Per Room - All Cases		% Utilization Target Met	
Facility Name	County	SS or MS	ORs	PRs	Total	OR	PR	Total	OR	PR	Total	OR	PR	OR	PR
Centennial Surgery Center	Davidson	Multi	6	2	8	0	64	64	3829	2367	6196	638	1,184	72.2%	63.4%
Northridge Surgery Center	Davidson	Multi	3	1	4	0	793	793	3197	793	3990	1,066	793	120.6%	42.5%
Baptist Ambulatory Surgery Center	Davidson	Multi	6	1	7	5	2583	2588	4471	2583	7054	745	2,583	84.3%	138.4%
Saint Thomas Campus Surgicare	Davidson	Multi	6	1	7	0	1201	1201	4930	1201	6131	822	1,201	92.9%	64.3%
Tennessee Pain Surgery Center	Davidson	Single	1	4	5	1403	6613	8016	1403	6613	8016	1,403	1,653	158.7%	88.6%
Saint Thomas Surgery Center Midtown	Davidson	Multi	10	1	11	30	1211	1241	6221	1211	7432	622	1,211	70.4%	64.9%
Premier Orthopaedic Surgery Center	Davidson	Multi	2	0	2	1418	0	1418	2528	0	2528	1,264	N/A	143.0%	N/A
Summit Surgery Center	Davidson	Multi	5	1	6	0	1178	1178	4230	1282	5512	846	1,282	95.7%	68.7%
Brentwood Surgery Center	Davidson	Multi	4	2	6	24	0	24	2281	2210	4491	570	1,105	64.5%	59.2%
Premier Radiology Pain Management Center	Davidson	Single	0	2	2	0	2461	2461	0	2461	2461	N/A	1,231	N/A	65.9%
Turner Surgery Center	Davidson	Single	0	1	1	0	282	282	0	282	282	N/A	282	N/A	15.1%
Surgery Center of Clarksville	Montgomery	Multi	4	2	6	0	1148	1148	1428	1148	2576	357	574	40.4%	30.7%
Patient Partners, LLC	Sumner	Multi	2	2	4	0	361	361	1167	2997	4164	584	1,499	66.0%	80.3%
Providence Surgery Center	Wilson	Multi	2	1	3	58	94	152	2158	95	2253	1,079	95	122.1%	N/A
Total			51	21	72	2,938	17,989	20,927	37,843	25,243	63,086	742	1,202	83.9%	64.4%

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 in Davidson County, Tennessee, on or before 09/15/2025 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 Northside Surgery Center, a/an newly formed entity owned by Northside Surgery Center, LLC with an ownership type of Limited Liability Company and to be managed by PhyBus, LLC intends to file an application for a Certificate of Need for the establishment of an ambulatory surgical treatment center (ASTC) limited to the performance of pain management cases and procedures. It will have one operating room and one procedure room. It will be licensed as an ASTC by the Health Facilities Commission. The address of the project will be 1221 Briarville Road, Madison, Davidson County, Tennessee, 37115. The estimated project cost will be \$4,508,593.

The anticipated date of filing the application is 10/01/2025

The contact person for this project is Attorney Jerry Taylor who may be reached at Thompson Burton PLLC - One Franklin Park, 6100 Tower Circle, Suite 200, Franklin, Tennessee, 37067 – Contact No. 615-716-2297.

Jerry Taylor

09/12/2025

jtaylor@thompsonburton.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 Northside Surgery Center, a/an newly formed entity owned by Northside Surgery Center, LLC with an ownership type of Limited Liability Company and to be managed by PhyBus, LLC intends to file an application for a Certificate of Need for the establishment of an ambulatory surgical treatment center (ASTC) limited to the performance of pain management cases and procedures. It will have one operating room and one procedure room. It will be licensed as an ASTC by the Health Facilities Commission. The address of the project will be 1221 Briarville Road, Madison, Davidson County, Tennessee, 37115. The estimated project cost will be \$4,508,593.

The anticipated date of filing the application is 10/01/2025

The contact person for this project is Attorney Jerry Taylor who may be reached at Thompson Burton PLLC - One Franklin Park, 6100 Tower Circle, Suite 200, Franklin, Tennessee, 37067 – Contact No. 615-716-2297.

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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

Northside Surgery Center

Name

1221 Briarville Road

Davidson County

Street or Route

County

Madison

Tennessee

37115

City

State

Zip

N/A

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

Jerry Taylor

Attorney

Name

Title

Thompson Burton PLLC

jtaylor@thompsonburton.com

Company Name

Email Address

One Franklin Park, 6100 Tower Circle, Suite 200

Street or Route

Franklin

Tennessee

37067

City

State

Zip

Attorney

615-275-8988

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: 09/12/25

Date LOI was Published: 09/15/25

RESPONSE: A Publisher's Affidavit is attached as Attachment 3A.

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

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

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

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

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

Other -

Hospital -

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

Northside Surgery Center, LLC

Name

215 Jamestown Park, Suite 205

615-414-1207

Street or Route**Phone Number**

Brentwood

Tennessee

37027

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

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

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

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

RESPONSE: The applicant, Northside Surgery Center, LLC, is wholly owned by Crossroads Surgery Center, LLC, which is ultimately owned, through certain physician owned LLCs, as follows: Dr. John C. Nwofia, M.D. (40%), Dr. John R. Schneider (40%), and Dr. Madhu Yelameli (10%). The remaining 10% is owned by PhyBus, LLC (10%). An ownership chart reflecting all direct and indirect ownership is included in Attachment 7A.

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

PhyBus, LLC

Name

215 Jamestown Park, Suite 205

Williamson

Street or Route**County**

Brentwood

Tennessee

37027

City**State****Zip**

www.phybus.com

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: A copy of an Option to Lease is attached as 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: A floor plan is attached as Attachment 10A.

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: The site is 0.7 miles off So. Graycroft Ave. in Madison. It is approximately 1.1 miles west of Gallatin Pike and 2.2 miles east of I-65. Graycroft Avenue is served by the WeGo Public Transit system and is on WeGo Route 79. A map of the Route 79 service area is attached as Attachment 11A.

12A. Plot Plan

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

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

(Attachment 12A)

RESPONSE: A plot plan is attached as Attachment 12A.

13A. Notification Requirements

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

EXECUTIVE SUMMARY

1E. Overview

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

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

RESPONSE:

The applicant, Northside Surgery Center, LLC proposes to establish an ASTC limited to the performance of pain management procedures. It will have one operating room and one procedure room. It will be in leased space consisting of approximately 3,869 square feet in the Madison area of Davidson County. It will be licensed by the HFC Licensure Division, will be accredited by the Accreditation Association for Ambulatory Health Care (AAAHC), and will be certified for Medicare and TennCare.

- Ownership structure

RESPONSE: The applicant, Northside Surgery Center, LLC, is wholly owned by Crossroads Surgery Center, LLC, which is ultimately owned, through certain physician owned LLCs, as follows: Dr. John C. Nwofia, M.D. (40%), Dr. John R. Schneider (40%), and Dr. Madhu Yelameli (10%). The remaining 10% is owned by PhyBus, LLC (10%). Northside will have a management agreement with PhyBus, which is an experienced owner and manager of ambulatory surgery centers. An ownership chart reflecting all direct and indirect ownership is included in Attachment 7A.

- Service Area

RESPONSE: The primary service area (PSA) consists of Davidson, Montgomery, Robertson, Sumner, and Wilson Counties. Residents of those 5 counties are expected to make up approximately 80% of the patient base of the ASTC, which is the case for the current patient base of the 6 physicians who will be performing procedures at the ASTC.

- Existing similar service providers

RESPONSE: A table showing utilization data for the 3 most recent reporting years for all existing ASTCs in the service area is attached as Attachment 1E. From this data, the following conclusions may be reached as to the reporting year 2024: 1. There are 43 licensed ASTCs in the PSA. 2. There are 3 single specialty, pain management ASTCs in the PSA. 3. Of the 43 ASTCs, 15 reported one or more pain management procedures in 2024. 4. The average utilization of all ASTCs in the PSA was 73.4% of the threshold for Procedure Rooms, and 86.4% of the threshold for Operating Rooms.

- Project Cost

RESPONSE: The total estimated project cost is \$4,498,471. The largest single cost component is the cost of build-out of the space, which is \$1,947,500. The next largest cost is the value of the lease, which is \$845,606 for the first 5-year initial term of the lease.

- Staffing

RESPONSE: Year 1 staffing calls for 6.5 FTE patient care positions and 2.0 FTE non-patient care.

2E. Rationale for Approval

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

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

- Need

RESPONSE: The six physicians who will be the initial users of the ASTC currently perform pain management procedures in several settings. Most of these were performed in the physicians' offices where only local, topical or subcutaneous, anesthesia is available. In order to increase patient comfort and lower the risk of involuntary patient movement during the procedures, the physicians need to have access to a higher level of anesthesia. The physicians have identified 2,682 cases which they intend to move to the proposed new ASTC. Of those 2,682 cases, approximately 63 were performed at Turner Surgery Center. Only about 5-10 were performed in a hospital (TriStar Centennial and St. Thomas West). The hospital cases which are moved to the ASTC will have lower charges compared to the HOPD setting. The number of cases being moved from existing facilities is so small it will not significantly affect those facilities. Any small impact is significantly off set by the patient benefits to having the cases performed in the ASTC setting.

- Quality Standards

RESPONSE: The six physicians who will be performing procedures at the ASTC are all board-certified in pain management related specialties. The ASTC will be licensed by the Licensure Division of the HFC, accredited by the Accreditation Association for Ambulatory Health Care (AAAHC), and will be certified for Medicare and TennCare.

- Consumer Advantage

- Choice

RESPONSE: This will give patients a choice whether to have the pain management procedure performed in their physician's ASTC rather than in the physician's office or HOPD setting.

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

RESPONSE: Because this will expand patient choice, it will also improve patient access to services. The ASTC will participate in Medicare and TennCare and will be available to the elderly and to lower income individuals.

- Affordability

RESPONSE: Patients who choose the ASTC setting instead of a hospital setting will incur charges which are lower than the hospital charges, and competitive with other similarly situated ASTCs. Those cases moving from the office setting to the ASTC setting will have higher charges, but for that the patient has access to anesthesia, as well as a more regulated environment, solely focused on pain management. It is always the patient's choice where to have the procedure performed, and if he or she wants to have a procedure performed in the office setting they can, if it is medically appropriate.

3E. Consent Calendar Justification

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

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

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

1. Architectural and Engineering Fees	\$155,800
2. Legal, Administrative (Excluding CON Filing Fee), Consultant Fees	\$215,000
3. Acquisition of Site	\$0
4. Preparation of Site	\$0
5. Total Construction Costs	\$1,947,500
6. Contingency Fund	\$150,000
7. Fixed Equipment (Not included in Construction Contract)	\$940,000
8. Moveable Equipment (List all equipment over \$50,000 as separate attachments)	\$60,000
9. Other (Specify): <u>Furniture, IT, Telephone, Nurse Call</u>	\$120,000

B. Acquisition by gift, donation, or lease:

1. Facility (inclusive of building and land)	\$845,646
2. Building only	
3. Land only	
4. Equipment (Specify): _____	
5. Other (Specify): _____	

C. Financing Costs and Fees:

1. Interim Financing	\$40,000
2. Underwriting Costs	\$24,525
3. Reserve for One Year's Debt Service	
4. Other (Specify): _____	

D. Estimated Project Cost (A+B+C)	\$4,498,471
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E. CON Filing Fee	\$10,122
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F. Total Estimated Project Cost (D+E)	\$4,508,593
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TOTAL

GENERAL CRITERIA FOR CERTIFICATE OF NEED

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

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

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

NEED

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

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

RESPONSE:

Responses to the Criteria and Standards for ASTCs are attached as Attachment 1N.

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

RESPONSE:

The primary service area (PSA) consists of Davidson, Montgomery, Robertson, Sumner, and Wilson Counties. Residents of these counties are expected to make up approximately 80% of the patient base. The projected number of patients and the county of their residence percentages were based on the cases which have been identified to move to the proposed new ASTC. These same numbers were used as a conservative projection for Year 1 of the proposed new ASTC. A map of the PSA is attached as Attachment 2N.

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

PROJECTED UTILIZATION

Unit Type: ☒ Procedures ☐ Cases ☐ Patients ☐ Other _____		
Service Area Counties	Projected Utilization Recent Year 1 (Year = 2026)	% of Total
Davidson	843	31.43%
Robertson	111	4.14%
Sumner	328	12.23%
Wilson	333	12.42%
Other not primary/secondary county	526	19.61%
Montgomery	541	20.17%
Total	2,682	100%

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

RESPONSE:

Some key demographic characteristics of the PSA are shown in the table attached as Attachment 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>).

RESPONSE:

Attachment 3N reflects the following: The projected growth rate for the total population of the PSA (5.6%) is higher than the state as a whole (3%). The projected growth rate for the 18+ population of the PSA (5.4%) is higher than the state as a whole (3.1%). Median household income of the PSA (\$84,269) is significantly higher than that of the state as a whole (\$67,631). The poverty rate of the PSA (9.9%) is lower than the state as a whole (14%). The TennCare enrollment rate of the PSA (7.1%) is lower than the state as a whole (8.2%).

- 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 higher growth rate for the target population indicates there will continue to be a growing need and demand for pain management services, especially in light of the ongoing opioid addiction crisis. The ASTC will participate in Medicare and TennCare and will be accessible to elderly and low-income patients.

- 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:

A table showing utilization data for the 3 most recent reporting years for all existing ASTCs and hospitals in the service area is attached as Attachment 1E. From this data, the following conclusions may be reached as to the reporting year 2024:

1. There are 43 licensed ASTCs in the PSA.
2. There are 3 single specialty, pain management ASTCs in the PSA.
3. Of the 43 ASTCs, 15 reported one or more pain management procedures in 2024.
4. The average utilization of all ASTCs in the PSA was 73.4% of the threshold for Procedure Rooms, and 86.4% of the threshold for Operating Rooms.

Hardly any pain management cases are performed in hospitals. In 2023 (the most recent year for which the hospital JAR Master File is available) pain management cases accounted for only 0.1% of total hospital-based surgeries in the PSA.

- 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:

This is a proposed new facility, so there is no historical utilization data. The projected utilization is 2,682 cases/procedures in Year 1 and 2,962 cases/procedures in year 2.

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

RESPONSE:

The information is provided below.

CON Number	Project Name	Date Approved	Expiration Date
CN2103-011	Grassland Surgery Center	10/27/2021	12/1/2025
CN2502-005	Womens Surgical Center of Nashville	4/23/2025	6/1/2027

CONSUMER ADVANTAGE ATTRIBUTED TO COMPETITION

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

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

RESPONSE: The applicant expects to have a transfer agreement with TriStar Skyline Medical Center.

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

- ☒ Aetna Health Insurance Company
- ☐ Ambetter of Tennessee Ambetter
- ☒ Blue Cross Blue Shield of Tennessee
- ☒ Blue Cross Blue Shield of Tennessee Network S
- ☒ Blue Cross Blue Shield of Tennessee Network P
- ☒ BlueAdvantage
- ☐ Bright HealthCare
- ☒ Cigna PPO
- ☒ Cigna Local Plus
- ☐ Cigna HMO - Nashville Network
- ☐ Cigna HMO - Tennessee Select
- ☐ Cigna HMO - Nashville HMO
- ☐ Cigna HMO - Tennessee POS
- ☐ Cigna HMO - Tennessee Network
- ☒ Golden Rule Insurance Company
- ☐ HealthSpring Life and Health Insurance Company, Inc.
- ☒ Humana Health Plan, Inc.
- ☐ Humana Insurance Company
- ☐ John Hancock Life & Health Insurance Company
- ☐ Omaha Health Insurance Company
- ☐

- ☐ Omaha Supplemental Insurance Company
- ☐ State Farm Health Insurance Company
- ☒ United Healthcare UHC
- ☐ UnitedHealthcare Community Plan East Tennessee
- ☒ UnitedHealthcare Community Plan Middle Tennessee
- ☐ UnitedHealthcare Community Plan West Tennessee
- ☒ WellCare Health Insurance of Tennessee, Inc.
- ☒ Others

RESPONSE: A complete list of the health plans is attached as Attachment 2C.

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

RESPONSE:

Of the 2,682 Year 1 cases, only about 63 were performed in an ASTC, and only a few were performed in a hospital. The ASTC cases were performed at the Turner Surgery Center, and the 63 being moved represents 1/3 of the cases which were performed there by one of the owning physicians. The hospital cases were performed at TriStar Centennial or St. Thomas West.

The number of cases being moved from the hospitals and from Turner Surgery Center is so small that the loss of those cases is unlikely to have any significant impact on those facilities. The average 2024 utilization of PRs in all ASTCs in the PSA was 86.4% of the optimal utilization threshold for PRs, and 71.7% of the threshold for ORs, and those utilization rates will not be appreciatively affected by the relocation of these cases.

The remainder of the cases were performed either in the physicians' offices, or at Crossroads Surgery Center in Williamson County, which is an ASTC with the same ownership as Northside Surgery Center, LLC.

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

RESPONSE:

The staffing needed is minimal, and the applicant expects to have no trouble hiring and retaining needed staff. The facility will comply with all standards of the licensing and accrediting authorities.

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

RESPONSE:

The facility will be licensed by the HFC Licensure Division, will be accredited by AAAHC, and will be certified for Medicare and TennCare. It will meet or exceed all standards of the licensing and accrediting authorities, and the government payor programs.

PROJECTED DATA CHART

- ☒ Project Only
☐ Total Facility

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

	Year 1	Year 2
	2026	2027
A. Utilization Data		
Specify Unit of Measure <u>Procedures</u>	2682	2962
B. Revenue from Services to Patients		
1. Inpatient Services	\$0.00	\$0.00
2. Outpatient Services	\$9,558,583.00	\$10,140,759.00
3. Emergency Services	\$0.00	\$0.00
4. Other Operating Revenue (Specify) _____	\$0.00	\$0.00
Gross Operating Revenue	\$9,558,583.00	\$10,140,759.00
C. Deductions from Gross Operating Revenue		
1. Contractual Adjustments	\$6,235,700.00	\$6,562,474.00
2. Provision for Charity Care	\$23,896.00	\$25,352.00
3. Provisions for Bad Debt	\$71,689.00	\$76,056.00
Total Deductions	\$6,331,285.00	\$6,663,882.00
NET OPERATING REVENUE	\$3,227,298.00	\$3,476,877.00

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

Project Only Chart

	Previous Year to Most Recent Year	Most Recent Year	Year One	Year Two	% Change (Current Year to Year 2)
Gross Charge (<i>Gross Operating Revenue/Utilization Data</i>)	\$0.00	\$0.00	\$3,563.98	\$3,423.62	0.00
Deduction from Revenue (<i>Total Deductions/Utilization Data</i>)	\$0.00	\$0.00	\$2,360.66	\$2,249.79	0.00
Average Net Charge (<i>Net Operating Revenue/Utilization Data</i>)	\$0.00	\$0.00	\$1,203.32	\$1,173.83	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 proposed gross and net charges for the facility as a whole are reflected in the table in the response to item 7C. Proposed gross charges by CPT code, and the average Medicare payment rate are shown in the table below. There are no current charges. Anticipated total gross charges are \$9,558,583 in Year 1, and \$10,140,759 in Year 2.

CPT Codes	Description	Avg Gross Charge	Avg Medicare Rate
64493	Facet/Medial Branch Block	\$910.46	\$455.23
64633	Radiofrequency Ablation	\$1,761.92	\$880.96
62323	Epidural Steroid Injection	\$708.16	\$354.08
G0260	SI Joint Injection	\$708.16	\$354.08
62321	Cervical Epidural Steroid Injection	\$708.16	\$354.08
64483	Lumbar Epidural Steroid Injection	\$910.46	\$455.23
27279	SI Fusion	\$29,110.22	\$14,555.11
63685	Permanent Stimulator	\$50,064.62	\$25,032.31
63650	Trial Stimulator	\$9,685.12	\$4,842.56

- 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 table below shows the 2024 average gross charges of the three pain management ASTCs in the PSA and the applicant's proposed average gross charge for Year 1 (2026). It should be noted the average charges shown below are unweighted averages, which do not take into account the complexity of, and higher charges for, certain types of procedures. For example, a Permanent Stimulator implant (CPT 63685) has a much higher average charge than the procedures of less complexity. A provider who performs a higher number of these procedures will have higher overall average gross charges than another provider who performs relatively less complex procedures.

CHARGES OF PAIN MANAGEMENT ASTCs IN THE PSA			
Facility	Gross Revenue	No. of Procedures	Avg. Gross Charge
Tennessee Pain Surgery Center (2024)	\$7,725,585.00	8,016	\$963.77
Premier Radiology Pain Management Center (2024)	\$1,591,427.00	2,461	\$646.66
Turner Surgery Center (2024)	\$12,936,704.00	282	\$45,874.84
Northside Surgery Center (2026)	\$9,558,583.00	2,682	\$3,563.98
The above are unweighted averages. For a more accurate comparison the case mix (complexity of procedures) should be considered.			

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

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

**Applicant's Projected Payor Mix
Project Only Chart**

Payor Source	Year-2026		Year-2027	
	Gross Operating Revenue	% of Total	Gross Operating Revenue	% of Total
Medicare/Medicare Managed Care	\$3,727,846.00	39.00	\$3,954,897.00	39.00
TennCare/Medicaid	\$1,816,131.00	19.00	\$1,926,744.00	19.00
Commercial/Other Managed Care	\$3,632,262.00	38.00	\$3,853,488.00	38.00
Self-Pay	\$191,172.00	2.00	\$202,815.00	2.00
Other(Specify)	\$191,172.00	2.00	\$202,815.00	2.00
Total	\$9,558,583.00	100%	\$10,140,759.00	100%
Charity Care	\$23,896.00		\$25,352.00	

**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: The ASTC wil partic pate in TennCare (19% mix) and Medicare (39% mix).

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?

☒ 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	Will Apply	N/A
Certification	☒ Medicare ☒ TennCare/Medicaid ☐ Other _____	Will Apply Will Apply	N/A N/A
Accreditation(s)	AAAHC - Accreditation Association for Ambulatory Health Care	Will Apply	N/A

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		
RN - OR Circulator	0.00	1.00
Surgical Technician	0.00	1.00
RN - Clinical	0.00	1.50
RN - PreOp/PACU	0.00	2.00
RN - Center Administrator	0.00	1.00
Total Direct Patient Care Positions	N/A	6.5

B. Non-Patient Care Positions		
Business Office Coordinator	0.00	1.00
Receptionist	0.00	1.00
Total Non-Patient Care Positions	N/A	2
Total Employees (A+B)	0	8.5

C. Contractual Staff		
Contractual Staff Position	0.00	0.00
Total Staff (A+B+C)	0	8.5

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		12/17/25
2. Building Construction Commenced	212	07/16/26
3. Construction 100% Complete (Approval for Occupancy)	424	02/13/27
4. Issuance of License	469	03/30/27
5. Issuance of Service	499	04/29/27
6. Final Project Report Form Submitted (Form HR0055)	589	07/28/27

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



PO Box 631340 Cincinnati, OH 45263-1340

AFFIDAVIT OF PUBLICATION

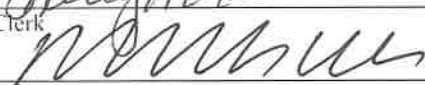
Jerry W. Taylor
 Jerry W. Taylor
 Thompson Burton PLLC
 6100 Tower CIR # 200
 Franklin TN 37067-1465

STATE OF WISCONSIN, COUNTY OF BROWN

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

NAS Nashville Tennessean 09/15/2025
 NAS tennessean.com 09/15/2025

and that the fees charged are legal.
 Sworn to and subscribed before on 09/15/2025


 Legal Clerk

 Notary, State of WI, County of Brown

8.25.26

My commission expires

Publication Cost:	\$973.36	
Tax Amount:	\$0.00	
Payment Cost:	\$973.36	
Order No:	11660384	# of Copies:
Customer No:	1502279	1
PO #:	Northside Surgery	

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

MARIAH VERHAGEN
 Notary Public
 State of Wisconsin

11660384

**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 Northside Surgery Center, a/an newly formed entity owned by Northside Surgery Center, LLC with an ownership type of Limited Liability Company and to be managed by PhyBus, LLC intends to file an application for a Certificate of Need for the establishment of an ambulatory surgical treatment center (ASTC) limited to the performance of pain management cases and procedures. It will have one operating room and one procedure room. It will be licensed as an ASTC by the Health Facilities Commission. The address of the project will be 1221 Briarville Road, Madison, Davidson County, Tennessee, 37115. The estimated project cost will be \$4,508,593. The anticipated date of filing the application is 10/01/2025.

The contact person for this project is Attorney Jerry Taylor who may be reached at Thompson Burton PLLC - One Franklin Park, 6100 Tower Circle, Suite 200, Franklin, Tennessee, 37067 - Contact No. 615-716-2297.

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 hscda.staff@tn.gov.

NORTHSIDE SURGERY CENTER LLC

68

Entity Type: Limited Liability Company (LLC)
Formed in: TENNESSEE
Term of Duration: Perpetual
Managed By: Member Managed
Series LLC: Yes
Number of Members: 6 or less

Status: Active
Control Number: 002049197
Initial Filing Date: 9/9/2025 4:49:04 PM
Fiscal Ending Month: December
AR Due Date: 04/01/2026
Obligated Member Entity: No

Registered Agent

PHYBUS, LLC
215 JAMESTOWN PARK STE 205
BRENTWOOD, TN 37027-7500

Principal Office Address

1221 Briarville Rd
Madison, TN 37115

Mailing Address

215 Jamestown Park Ste 205
Brentwood, TN 37027

AR Standing: Good	RA Standing: Good	Other Standing: Good	Revenue Standing: N/A
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History (1)	▼
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Tracking Number
B2025773705



Tre Hargett
 Secretary of State

Articles Of Organization

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/businesses

Control #: 002049197
 Filed: 09/09/2025 04:49 PM
 Tre Hargett
 Secretary of State

Entity Information

Entity Name: NORTHSIDE SURGERY CENTER LLC

Entity Type: Limited Liability Company

Fiscal Year Ending Month: December

Additional Designation: (No additional designation)

Series LLC ?

☒ Yes ☐ No

☒ I certify that this entity meets the requirements of T.C.A. § 48-249-309(a) & (b)

Principal Office Address

1221 Briarville Rd
 Madison, TN 37115
 Davidson County, USA

Mailing Address

215 Jamestown Park Ste 205
 Brentwood, TN 37027
 Williamson County, USA

Period of Duration:

Perpetual

Will this filing have a delayed effective date?

☐ Yes ☒ No

Nature of Business (NAICS):

621493 - Freestanding Ambulatory Surgical and Emergency Centers

Other Provisions:

(No other provisions)

Do you have additional uploads you would like to attach to this filing?

☐ Yes ☒ No

Registered Agent Information

PHYBUS, LLC
 215 JAMESTOWN PARK STE 205
 BRENTWOOD, TN 37027-7500

Member Information

The Limited Liability Company will be: Member Managed

Do you have six or fewer members at the date of this filing?

☒ Yes ☐ No

Will this entity be registered as an Obligated Member Entity (OME)

☐ Yes ☒ No

Organizer's Signature

- ☒ By entering my name in the space provided below, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day.
- ☒ The undersigned, acting as organizer of the limited liability company under the provisions of the Tennessee Revised Limited Liability Company Act, adopt the above Articles of Organization.

Signed Electronically: BRADY WOODWARD

Date: 09/09/2025

Northside Surgery Center, LLC
(Applicant)

Crossroads Surgery Center, LLC
(100%)

J.C. Nwofia, LLC
(40%)

BWJ Holdings, LLC
(40%)

Madhu Yelameli, M.D.
(10%)

PhyBus, LLC
(Management Co.)
(10%)

John C. Nwofia, M.D. (95%)
Dr. Wesley Peace (5%)

John R. Schneider,
M.D.
(100%)

MANAGEMENT AGREEMENT

MANAGEMENT AGREEMENT (the “Agreement”), dated as of [REDACTED], 202[REDACTED], by and Between PHYBUS, LLC, a Tennessee limited liability company (“Manager”), and NORTHSIDE SURGERY CENTER, LLC, a Tennessee limited liability company (the “Owner”).

RECITALS

WHEREAS, Owner owns and operates the Northside Surgery Center, LLC, in the Madison, Tennessee area (the “Center”) providing surgical and other related medical services to outpatients, through physicians and other health care professionals who are licensed to practice in the State of Tennessee;

WHEREAS, Manager is principally engaged in the business of developing and managing ambulatory surgery centers;

WHEREAS, Owner wishes to engage Manager to provide such management, administrative and business services as are reasonably necessary and appropriate for the day-to-day operation of the Center, and Manager desires to provide such services, all upon the terms and conditions hereinafter set forth; and

WHEREAS, Owner and Manager have determined a fair market value for the services to be rendered by Manager, and based on this fair market value, desire to enter into this Agreement so that each party to this Agreement may devote its skills and expertise to the responsibilities and functions set forth herein.

NOW, THEREFORE, in consideration of the covenants herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Manager and Owner agree as follows:

1. **Definitions.** For the purposes of this Agreement, the following terms shall have the meanings ascribed thereto:

1.1. **“Affiliate”** shall mean, with respect to any person, (i) any other person, directly or indirectly, controlling, controlled by, or under common control with such person; (ii) any shareholder, partner, member, officer, director or manager of such person; and (iii) any other person, directly or indirectly owning, controlling or holding the power to vote ten percent (10%) or more of the equity interests of such person.

1.2. **“Approved Budget”** shall mean the then current budget of the Center approved by the Owner which Approved Budget shall be in such detail and shall include such line items as shall be reasonably appropriate for the operation of an ambulatory surgery center such as the Center and as shall be reasonably requested by Owner. Such Approved Budget shall not include any of Manager’s general overhead expense, but should show a line item for Manager’s reimbursable expenses.

1.3. **“Bank”** shall have the meaning set forth in Section 2.4.

1.4. **“Cash Flow”** shall mean all Center Services Collections on hand after (i) the provision for payment of all outstanding and unpaid current cash obligations of Owner (including those which are in dispute), excluding any cash disbursements made to Owner or any Affiliate thereof and (ii) provisions for adequate reserves for reasonably anticipated cash expenses and contingencies (including

without limitation debt service), but without deduction for depreciation or other non-cash expenses.

- 1.5. **“Center Account”** shall have the meaning set forth in Section 2.4.
- 1.6. **“Center Director”** shall have the meaning set forth in Exhibit A.
- 1.7. **“Center Services”** shall mean all items and services reasonably necessary to support the provision of professional surgical and diagnostic services at the Center, including without limitation the utilization of surgical supplies and equipment, nursing services, overhead, and similar services generally included in the facility fees paid by Medicare and other payors.
- 1.8. **“Center Services Collections”** shall mean all monies collected by or on behalf of Owner, its agents or employees as a result of the provision of Center Services.
- 1.9. **“Confidential Information”** shall have the meaning set forth in Section 4.1.
- 1.10. **“Effective Date”** shall mean the effective date of the license issued to Owner by the State of Tennessee to operate the Center as an ambulatory surgery center.
- 1.11. **“HIPAA”** shall mean the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996.
- 1.12. **“HIPAA Regulations”** shall mean the federal privacy and security regulations issued pursuant to HIPAA.
- 1.13. **“Indemnified Party”** shall have the meaning set forth in Section 7.3.1.
- 1.14. **“Indemnifying Party”** shall have the meaning set forth in Section 7.3.1.
- 1.15. **“Indemnify Notice”** shall have the meaning set forth in Section 7.3.1.
- 1.16. **“Management Fee”** shall mean an amount equal to five percent (5%) of Net Center Services Collections; provided, however, in no event shall the Management Fee be less than \$10,000 per month.
- 1.17. **“Management Services”** shall mean the business, administrative and management services set forth on Exhibit A and in Sections 2.2.1 and 2.3-2.7 hereof.
- 1.18. **“Medical Staff”** shall mean the duly licensed and qualified physicians who have been granted clinical privileges to provide professional services to patients at the Center.
- 1.19. **“Net Collections”** are Center Services Collections less refunds, returned checks, and any other necessary or appropriate adjustments due to patients or payors.
- 1.20. **“Owner Account”** shall have the meaning set forth in Section 2.4.
- 1.21. **“Protected Health Information”** shall mean, collectively, protected health information, as defined in 45 C.F.R. 160.103, or individually identifiable health information, as defined in 42 U.S.C. Section 1320d, provided by Owner to Manager or obtained by Manager on behalf of Owner, provided that Protected Health Information shall not include any information that is de-identified in accordance with the HIPAA Regulations.

1.22. **“Sanctioned Entity”** shall mean a person who:

i. is currently under indictment or prosecution for, or has been convicted (as defined in 42 C.F.R. Section 1001.2) of (A) any offense related to the delivery of an item or service under the Medicare or Medicaid programs or any program funded under Title V or Title XX of the Social Security Act (the Maternal and Child Health Services Program or the Block Grants to States for Social Security programs, respectively); (B) a criminal offense relating to neglect or abuse of patients in connection with the delivery of a health care item or service; (C) fraud, theft, embezzlement, or other financial misconduct in connection with the delivery of a health care item or service; (D) obstructing an investigation of any crime referred to in (A) through (C) above; or (E) unlawful manufacture, distribution, prescription, or dispensing of a controlled substance;

ii. has been required to pay any civil monetary penalty under 42 U.S.C. § 1128A, regarding false, fraudulent, or impermissible claims under, or payments to induce a reduction or limitation of health care services to beneficiaries of, any state or federal health care program, or is currently the subject of any investigation or proceeding which may result in such payment; or

iii. has been excluded from participation in the Medicare, Medicaid, or Maternal and Child Health Services (Title V) program, or any program funded under the Block Grants to States for Social Services (Title II) program, or from contracting with any agency of the federal government.

1.23. **“Term”** shall mean the initial and any renewal of the duration of this Agreement.

1.24. **“Third Party Claim”** shall have the meaning set forth in Section 7.3.2.

2. **Appointment and Obligations of Manager.**

2.1. **Appointment.** Subject to the terms and conditions of this Agreement, Owner hereby appoints Manager as its sole and exclusive agent for the management of the Center, and Manager hereby accepts such appointment and agrees to use commercially reasonable efforts to provide the Management Services.

2.2. **Authority.**

2.2.1. **Day-to-Day Management.** Subject to the provisions of this Agreement, Manager shall have the responsibility and commensurate authority to provide Management Services to Owner. Subject to the terms and conditions of this Agreement, Manager is expressly authorized to provide the Management Services in any reasonable manner Manager deems appropriate to meet the day-to-day requirements of the business of the Center. Notwithstanding any provision of this Agreement to the contrary, Manager is also expressly authorized to negotiate and execute on behalf of Owner those contracts the Manager deems necessary and appropriate to operate the Center, provided that Manager shall only be authorized to enter into agreements, as the agent of Owner, or to incur expenses on behalf of Owner, either of which (i) are within the Approved Budget or (ii) are otherwise approved by the Owner. All managed care contracts must be approved by the Owner. All contracts with providers of medical services at the Center must be approved by the Owner.

2.2.2. **No Authority to Practice Medicine.** Manager shall neither possess nor exercise any control or supervision over the provision of medical services at the Center, all of which shall be controlled by the Medical Staff. The parties acknowledge that Manager is not authorized or qualified to engage in any activity that may be construed or deemed to constitute the practice of medicine. To the extent any act or service required by this Agreement to be performed by Manager is construed to constitute the

practice of medicine by any applicable governmental authority, the requirement to perform such act or service shall be deemed waived and unenforceable.

2.3 Billing and Collection.

2.3.1. Manager shall recommend to the Owner credit and billing and collection policies and procedures. Upon the approval of Owner, Manager shall implement and maintain such credit and billing and collection policies and procedures. Manager shall use commercially reasonable efforts to cause the Owner's employees or agents to timely bill and collect all fees and other amounts due for Center Services in accordance with Owner's billing and collection policies and procedures. In connection with the billing and collection services to be provided hereunder, and throughout the Term (and thereafter as provided in Section 6.5), Owner grants to Manager a limited power of attorney and appoints Manager as Owner's exclusive agent, and Manager hereby accepts such limited power of attorney and appointment.

2.3.2. Notwithstanding the foregoing, Owner shall have the final authority and responsibility for the amounts billed and collected for Center Services, provided that Owner shall not direct Manager or any of Owner's employees or agents to violate any applicable law in connection with such billing and collection services, including without limitation the waiver of co-payments or deductibles or implementation of professional or courtesy discounts.

2.3.3. The Manager shall use commercially reasonable efforts to maintain detailed records of the billing and collection services. Owner, or its designated agent, shall have the right to access, review and copy such records, all at Owner's sole expense, upon reasonable prior notice, provided that any such access shall not unreasonably interfere with the business or operations of Manager.

2.4. Center Account. All Center Services Collections and other monies collected for Owner by Manager shall be owned by Owner and deposited into an account (the "Owner Account") with a bank whose deposits are insured by the Federal Deposit Insurance Corporation (the "Bank"). The Owner Account shall be in Owner's name. Manager shall also establish an account at the Bank (the "Center Account"), and Manager shall make all disbursements from there that are either expressly Approved by Owner, authorized by the Approved Budget, or otherwise authorized under this Agreement. Owner covenants and agrees that Owner shall grant Manager any authorization necessary to transfer from the Owner Account to the Center Account such amounts as are necessary to pay all bills and other amounts owed by Owner, including Management Fee. All expenses of the Center and distributions to the Members of the Owner will be made from the Center Account in accordance with the Approved Budget and the Owner Agreement and, in the case of the distributions, at the directions of the Board of Directors. Upon the request of Manager, Owner shall execute and deliver to the Bank wherein the Owner Account is maintained, such additional instruments as may be necessary to evidence or effect the power of attorney granted to Manager by Owner pursuant to Section 2.3.1 of this Agreement.

2.5 Tax Matters. Manager and Owner acknowledge and agree that, to the extent any of the Management Services may be subject to any applicable federal or state sales, use or other taxes (excluding federal or state income taxes), Manager shall collect such taxes from Owner and remit same to the appropriate tax collection authorities.

2.6. Right to Use "PhyBus" Tradename. During the Term, Manager grants Owner the non-exclusive right to use Manager's tradename as part of Owner's advertising and professional name.

2.7. Budget. Manager shall implement the Approved Budget and shall be authorized to make the expenditures and incur the obligations provided for in the Approved Budget, all on behalf of Owner. Any expenditure not included in the Approved Budget or which are in excess of the amount set forth in the Approved Budget must be approved by the Owner. If a budget for any fiscal year of Owner is not approved by the Owner prior to the beginning of Owner's fiscal year, then the Manager is authorized

to continue to operate the Center within the guidelines established by the Approved Budget for the preceding fiscal year until a new budget is approved by Owner.

3. Responsibilities of Owner.

3.1. General Matters. Owner and its governing board, as applicable, shall retain ultimate control over all matters required by applicable state and federal licensing laws and reimbursement regulations to be under the control of the licensed facility's governing body. Whenever any action shall be subject to the approval of Owner, Manager shall receive a written decision of Owner within thirty (30) days after written notification of the proposed action shall have been received by Owner.

3.2. Medical Staff Medical and Professional Matters. Owner shall ensure that the Medical Staff is organized and functions according to the Center's Medical Staff bylaws, as they may be amended from time to time, and Manager shall consult with the Medical Staff as may from time to time be appropriate, except as otherwise specifically provided within the Medical Staff bylaws, all medical and professional matters shall be the responsibility of the Medical Staff. Manager or its designee shall be entitled to receive notice of and to attend all Medical Staff meetings.

3.3. Peer Review and Quality Assurance. In consultation with Manager, Owner shall adopt a peer review and quality improvement program to monitor and evaluate the quality and cost-effectiveness of the Center Services provided by the Medical Staff and support personnel. Owner shall ensure that Owner and Medical Staff carry out their respective duties to review the credentials of potential appointees to the Medical Staff, to perform quality assurance functions, and to otherwise resolve professional competency issues. Upon request of Owner, Manager shall provide administrative assistance to Owner in performing peer review and quality assurance activities.

3.4. Insurance. With the advice and assistance of Manager, Owner shall, at its own expense, obtain and maintain with commercial carriers having at least an "A" BEST rating appropriate worker's compensation coverage for Owner's employed professional and non-professional personnel and comprehensive general and professional liability insurance covering Owner and its agents and employees. Owner shall require that all members of the Medical Staff obtain and maintain professional liability insurance covering their professional services with an insurance carrier having at least an "A" BEST rating. Unless otherwise agreed upon by the parties, the comprehensive general liability coverage for the Center shall be in the minimum amount of One Million and No/100 Dollars (\$1,000,000.00) for each occurrence and Three Million and No/100 Dollars (\$3,000,000.00) in the aggregate, and professional liability coverage for the Center and each member of the Medical Staff shall be in the minimum amount of One Million and No/100 Dollars (\$1,000,000.00) for each occurrence and Three Million and No/100 Dollars (\$3,000,000.00) in the aggregate. Upon expiration or termination of membership on the Medical Staff, such persons shall be required (i) to continue to maintain such professional liability insurance for a minimum of seven (7) years after such expiration or termination, or (ii) to obtain an unlimited extended reporting period ("tail" coverage) in the amounts specified in this Section 3.4 for any "claims made" policy. Upon the expiration of this Agreement, termination of this Agreement, dissolution of Owner or cessation of Center Services, Owner shall obtain and maintain, at its own expense, an unlimited extended reporting period ("tail" coverage) in the amounts specified in this Section 3.4. No such insurance policy shall be cancelable except upon thirty (30) days prior written notice to Manager. Owner shall annually provide Manager a certificate of insurance evidencing such coverages of Owner and each Medical Staff member.

4. Confidentiality Covenant.

4.1. Confidential and Proprietary Information. "Confidential Information" shall mean any written or oral information of Manager or Owner, as appropriate, including, without limitation Management Agreement of Northside Surgery Center, LLC

this Agreement, all business, management or economic studies, patient lists, proprietary forms, proprietary business or management methods, marketing data, fee schedules, employee and operating manuals or trade secrets, whether or not such Confidential Information is disclosed or otherwise made available to one party by the other party pursuant to this Agreement. Confidential Information does not include any information that the receiving party can establish (i) is or becomes generally available to and known by the public or medical community, other than as a result of an unpermitted disclosure directly or indirectly by the receiving party or its Affiliates, advisors, or representatives; (ii) is or becomes available to the receiving party on a non-confidential basis from a source other than the furnishing party or its Affiliates or representatives, provided that such source is not and was not bound by a confidentiality obligation to the furnishing party of which the receiving party has knowledge; or (iii) has already been or is hereafter independently acquired or developed by the receiving party without violating any confidentiality obligation to the furnishing party.

4.2. Non-Disclosure and Non-Use. Neither party will disclose any Confidential Information of the other party without the other party's express written authorization. Neither party shall use such Confidential Information for any purpose other than to carry out its duties and responsibilities under this Agreement or under any other agreement between the parties. Each party will keep such Confidential Information confidential and will use commercially reasonable efforts to ensure that its Affiliates and representatives who have access to such Confidential Information comply with these non-disclosure and non-use obligations; provided, however, that either party may disclose Confidential Information to those of its Affiliates and representatives who need to know Confidential Information for the purposes of this Agreement or any other agreement between the parties. Notwithstanding the foregoing, Manager (i) may include in its promotional materials the existence of this Agreement, a general description of the services provided by Manager to Owner and the identity of owners of equity interests in Owner; and (ii) may use and disclose Confidential Information related to the financial performance of the Center so long as the name and address of the Center is not identified as the producer of such results.

4.3. HIPAA Compliance. While providing Management Services, Manager will have access to identifiable health information relating to patients receiving Center Services. Therefore, Manager will be deemed a "business associate" of Owner under the HIPAA Regulations. At such time as Owner is required to be in full compliance with the HIPAA Regulations, Manager agrees to comply with the following:

4.3.1. Manager shall not use or further disclose any Protected Health Information other than as permitted by this Agreement, HIPAA, the HIPAA Regulations and the Center's privacy policies and procedures.

4.3.2. Manager shall implement appropriate administrative, physical and technical safeguards to prevent the use or disclosure of Protected Health Information other than as provided for by this Agreement and to protect the confidentiality, integrity, and availability of electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of the Center. If Manager becomes aware of any use or disclosure of Protected Health Information not provided for by this Agreement or in violation of HIPAA or the HIPAA Regulations, or if Manager becomes aware of any "security incident" as defined in 45 CFR Part 160.103, Manager shall promptly report such incident to Owner. In the event Manager contracts with any subcontractor(s) to whom Manager provides Protected Health Information, such contracts shall include provisions whereby the subcontractors agree to be bound by substantially the same restrictions and conditions as contained in this Section 4.3 that apply to Manager.

4.3.3. Manager shall make its 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 Owner's compliance with HIPAA and the HIPAA Regulations. Upon Owner's request, Manager shall: (i) allow the patient access to the Protected Health Information in accordance with 45 CFR Part 164.524; (ii) amend the Protected Health Information as

Management Agreement of Northside Surgery Center, LLC

requested in accordance with 45 CFR Part 164.526; and (iii) make available to the patient an accounting of the disclosure of Protected Health Information as required in accordance with 45 CFR Part 164.528. Notwithstanding the foregoing, no attorney-client, accountant-client, or other legal privilege shall be deemed waived by Manager or Owner by virtue of this Section 4.3.3.

4.3.4. Manager may use the Protected Health Information to carry out its legal responsibilities and may disclose such information if required by law. Manager may also use the Protected Health Information for Manager's proper management and administration, and may disclose such information to other persons acting on Manager's behalf as long as (i) Manager obtains reasonable assurance from the persons to whom the Protected Health Information is disclosed that such information will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to such persons; and (ii) such persons are required to notify Manager promptly if they become aware that the confidentiality of the Protected Health Information has been breached.

4.3.5. Notwithstanding anything to the contrary elsewhere in this Agreement, Owner may terminate the Agreement immediately if Manager fails to cure Manager's breach of Section 4.3 within thirty (30) days following receipt of written notice from Owner specifying the breach. Upon termination of this Agreement for any reason, Manager shall, if feasible and not contrary to applicable law, return or destroy all Protected Health Information. If such return or destruction is not feasible or is contrary to applicable law, the parties agree that the requirements of this Section 4 shall survive termination of this Agreement and that Manager shall limit all further uses and disclosures of the Protected Health Information to those purposes that make the return or destruction of such information infeasible.

5. Financial Arrangements. Owner and Manager agree that the compensation set forth in Section 5.1 is being paid to Manager in consideration of the substantial commitment made by Manager hereunder and that such fees are fair and reasonable in consideration of the Management Services performed or to be performed by Manager.

5.1. Monthly Fee. Manager shall be paid the Management Fee for each month of the Term on or before the 10th day of the following month.

5.2. Reimbursement of Expenses. Owner shall reimburse Manager's out-of-pocket expenses incurred in connection with the operation of the Center and with performing its obligations hereunder, including without limitation reasonable travel, lodging and meal expenses, overnight delivery costs, itemized long distance calls, and wages and benefits provided to the Center Director. Manager shall prepare and submit to Owner an itemization of such out-of-pocket expenses on a monthly basis on or before the 15th day of the following month. Manager shall include an estimate of such expenses as part of the Approved Budget.

5.3. Arms' Length Transaction. Owner and Manager understand and agree that all amounts payable to Manager under this Agreement represent amounts negotiated between the parties in arms' length negotiations.

6. Term and Termination.

6.1. Initial and Renewal Term. Unless otherwise terminated pursuant to Section 6 or Section 4.3.5, the initial Term will be for a period of ten (10) years commencing on the Effective Date. Unless otherwise terminated pursuant to Section 6 or Section 4.3.5, this Agreement shall be automatically renewed for successive five (5) year periods thereafter, provided that neither Manager nor Owner shall have given notice of the non-renewal of this Agreement at least one hundred twenty (120) days prior to the end of the then current term. At the time of each renewal, the fees shall be adjusted based on the percentage change in the Consumer Price Index (CPI) index from the end of the previous term to the commencement of the renewed term.

6.2. Immediate Termination.

6.2.1. Immediate Termination by Manager. Manager may immediately terminate this Agreement by giving Owner written notice of the occurrence of any of the following events:

(a) if Owner applies for or consents to the appointment of a receiver, trustee, or liquidator of all or a material part of its assets, files a voluntary petition in bankruptcy, makes a general assignment for the benefit of creditors, or takes advantage of any insolvency law; or if any order, judgment, or decree shall be entered by any court of competent jurisdiction, on the application of a creditor or otherwise, adjudicating Owner bankrupt or insolvent or approving a petition seeking reorganization or appointment of a receiver, trustee, or liquidator of all of a material part of its assets, and such order, judgment, or decree shall continue in effect for sixty (60) days after its entry.

(b) if Owner fails to take appropriate disciplinary action against any member of the Medical Staff whose license to practice medicine in the State of Tennessee is suspended or revoked, or who is subjected to any final disciplinary action by a state or federal regulatory board or any similar body on any grounds.

6.2.2. Immediate Termination by Owner. If Manager applies for or consents to the appointment of a receiver, trustee, or liquidator of all or a substantial part of its assets, files a voluntary petition in bankruptcy, makes a general assignment for the benefit of creditors, or takes advantage of any insolvency law; or if any order, judgment, or decree shall be entered by any court of competent jurisdiction, on the application of a creditor or otherwise, adjudicating Manager bankrupt or insolvent or approving a petition seeking reorganization or appointment of a receiver, trustee, or liquidator of all of a substantial part of its assets, and such order, judgment, or decree shall continue in effect for sixty (60) days after its entry.

6.3. Termination With Cause.

6.3.1. Either party may terminate this Agreement if the other fails to perform or breaches any material covenant, obligation, agreement, term or provision of this Agreement (other than those set forth in Section 6.2 above), and such failure or breach is curable and shall continue for thirty (30) days after written notice thereof by the non-defaulting party to the defaulting party stating the specific failure or breach; provided, however, that the defaulting party's failure or breach, if proximately caused by the non-defaulting party, shall not constitute a failure or breach by the defaulting party. If the nature of the defaulting party's failure or breach is such that greater than thirty (30) days is reasonably required to cure such failure or breach, then the defaulting party will be allowed a reasonable period of time to cure such failure or breach so long as the defaulting party commences performance within said thirty (30) day period and diligently pursues such cure to completion. If the nature of the defaulting party's failure or breach is non-curable, the non-breaching party may terminate this Agreement by giving thirty (30) days notice of termination to the defaulting party. Manager shall not be liable to Owner for failure to perform any of the services required herein in the event of strike, lockouts, war, terrorism, calamities, acts of God, unavailability of supplies or other events over which Manager has no control for so long as such events continue, and for a reasonable period of time thereafter.

6.3.2. Owner may terminate this Agreement on notice to the Manager in the event that the Manager becomes a Sanctioned Entity.

6.3.3. Manager may terminate this Agreement on notice to the Owner in the event that Owner or any owner of an equity interest therein (other than Manager) becomes a Sanctioned Entity.

6.4. Legislative, Regulatory or Administrative Change. In the event there shall be a change in any legal requirements or the adoption of new federal or state legislation, or a change in any third party reimbursement system, any of which are reasonably likely to materially and adversely affect the manner in which either party may perform or be compensated for its services under this Agreement or which shall make this Agreement unlawful, the parties shall immediately use their best efforts to enter into a new service arrangement or basis for compensation for the services furnished pursuant to this Agreement that complies with all legal requirements or policy and that approximates as closely as possible the economic position of the parties prior to the change. If no agreement is reached within sixty (60) days of such notice, then either party may terminate this Agreement upon an additional sixty (60) days prior written notice.

6.5. Effect of Termination. Upon the expiration or termination of this Agreement, neither party shall have any further obligations hereunder except for (i) obligations accruing prior to the date of termination, including without limitation payment of the Management Fee relating to services provided prior to the expiration or termination of this Agreement, and (ii) obligations, promises, or covenants set forth herein that are expressly made to extend beyond the Term, including without limitation indemnities, non-competition provisions and provisions with respect to the use or disclosure of Confidential Information, which provisions shall survive the expiration or termination of this Agreement. Within ten (10) days after the expiration or termination of this Agreement, Owner shall pay the Manager any Management Fee that has accrued but not yet been paid. Upon the expiration or termination of this Agreement, Manager shall surrender to Owner all patient records and books and records pertaining to the provision of Center Services, and Owner shall surrender to Manager all policy and procedure manuals and, if applicable, all of Manager's software (including all Confidential Information, patents, copyrights, trademarks, and trade secrets embodied therein) pertaining to Manager's provision of Management Services under this Agreement. Upon Owner's request, and if Owner is current on all fees due to Manager hereunder, Manager will provide mutually agreeable services to transition the management of the Center to the Owner or its designee for a period of ninety (90) days from the effective date of the termination at Manager's then current rates for professional services.

7. Indemnification.

7.1. Indemnification by Owner. Owner hereby agrees to indemnify, defend and hold harmless Manager and each of Manager's members, officers, directors, managers, agents and employees from and against any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings, judgments and awards, and costs and expenses (including without limitation the costs of investigation, settlement expenses and reasonable attorneys' fees), arising directly or indirectly, in whole or in part, out of any matter related to any breach by Owner of this Agreement, to the extent that such is not paid or covered by the proceeds of insurance.

7.2. Indemnification by Manager. Manager hereby agrees to indemnify, defend and hold harmless Owner and each of Owner's members, officers, managers, agents and employees from and against any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings, judgments and awards, and costs and expenses (including without limitation the costs of investigation, settlement expenses and reasonable attorneys' fees), arising directly or indirectly, in whole or in part, out of any matter related to any breach by Manager of this Agreement, to the extent that such is not paid or covered by the proceeds of insurance.

7.3. Indemnification Procedures.

7.3.1. Whenever any claim shall arise for indemnification hereunder, the party seeking indemnification (each, an "Indemnified Party") shall send the party obligated to indemnify the

Indemnified Party (each, an “Indemnifying Party”) a written notice (an “Indemnity Notice”) promptly after the Indemnified Party has actual knowledge of the facts constituting the basis for such claim. Any Indemnity Notice shall state the amount of indemnification sought and all material facts constituting the basis for such claim. The Indemnity Notice shall include a copy of any documentation or other information in the possession of such Indemnified Party which supports such claim for indemnification. Failure to send an Indemnity Notice promptly shall not release the Indemnifying Party from liability hereunder unless such failure has a material adverse effect on the Indemnifying Party’s defense of the claims which would be the subject of the Indemnity Notice.

7.3.2. In respect of any claim, action, suit or proceeding brought by a third party (a “Third Party Claim”), the Indemnified Party shall promptly after receipt of notice of commencement of such claim, action, suit or proceeding, send an Indemnity Notice to the Indemnifying Party together with copies of all papers served on such Indemnified Party in connection with such Third Party Claim. Upon receipt of such an Indemnity Notice, the Indemnifying Party shall be entitled to participate in such Third Party Claim and, if it so elects, and upon acknowledgment of such Indemnified Party’s right to indemnification in the event such claim or proceeding is successful, to assume the defense thereof.

7.3.3. In the event that the Indemnifying Party elects to assume the defense of any Third Party Claim, the Indemnifying Party shall defend and shall have the right to settle claims or suits by third parties that are payable or that are to be indemnified by the Indemnifying Party under this Agreement. Each Indemnified Party shall reasonably cooperate with the Indemnifying Party in the defense of claims and suits that the Indemnifying Party defends, and the Indemnifying Party shall reimburse each Indemnified Party for out-of-pocket expenses reasonably incurred by the Indemnified Party in cooperating at the Indemnifying Party’s request; provided, however, that the Indemnifying Party shall only be responsible for the fees and expenses of one law firm. The Indemnified Party shall not settle such claims or suits defended by the Indemnifying Party without the Indemnifying Party’s prior consent, which consent shall not be unreasonably withheld. An Indemnified Party shall have the right to approve defense counsel selected by the Indemnifying Party, which approval shall not be unreasonably withheld. The Indemnified Party shall have the right to participate in the defense of such claims and suits at the Indemnifying Party’s sole cost and expense. An Indemnified Party shall have the right to defend and settle claims or suits without prejudice to any of its rights against the Indemnifying Party under this Agreement if the Indemnifying Party declines or is unable to undertake the defense of a Third Party Claim within a reasonable time after the Indemnifying Party’s receipt of the Indemnity Notice.

7.3.4. Payment of any amounts due an Indemnified Party hereunder shall be made by the Indemnifying Party during the course of the investigation or defense (subject to repayment in the event indemnification was not required by this Section). Such payments shall be in cash and shall be made within thirty (30) days after the date of the Indemnity Notice or other notices of amounts due hereunder.

7.3.5. Notwithstanding any provision of this Agreement to the contrary, each Indemnified Party may exercise any right or remedy such Indemnified Party may have at law or in equity should an Indemnifying Party fail to meet, comply with, or perform its indemnity obligations required by this Article 7.

7.3.6. The provisions of this Article 7 shall survive the expiration or termination of this Agreement.

8. Relationship of Parties. Manager is to act as an independent contractor in providing the services specified in this Agreement. Nothing in the Agreement shall be construed to constitute either party as the employee or joint venturer of the other. Neither party has the right to bind the other party or make any promises or representations on behalf of the other party except as specifically set forth in this Management Agreement of Northside Surgery Center, LLC

Agreement.

9. Miscellaneous.

9.1. Notices. All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been delivered (i) upon receipt, if delivered personally, telecopied or sent by a delivery service maintaining records of receipt, or (ii) on the earlier of the date of receipt or on the fifth (5th) day after being deposited in the U.S. mail, if sent by registered or certified mail, return receipt requested, postage prepaid, in each case to the appropriate addresses and facsimile numbers set forth below (or to such other addresses and facsimile numbers as a party may designate by notice to the other parties):

If to Owner:

Northside Surgery Center, LLC
1221 Briarville Road
Madison, TN 37115

Attention: _____

Facsimile No: _____

With a copy to:

If to Manager:

PhyBus, LLC
215 Jamestown Park Road, Suite 205
Brentwood, Tennessee 37027
Attention: Rodney H. Lunn
Facsimile No.: (615) 620-9301

9.2. Amendment or Modification. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter of this Agreement except that this Agreement shall be construed with the Development Agreement and the Owner's Limited Liability Company Agreement. This Agreement cancels and supersedes all previous agreements between the parties relating to the subject matter covered by this Agreement. To be effective, any modification of this Agreement must be in writing and signed by the party to be charged thereby.

9.3. Governing Law. The validity and construction of this Agreement shall be governed by the laws of the State of Tennessee.

9.4. Headings. The Section headings are for reference only and shall not limit or control the meaning of any provision of this Agreement.

9.5. Non-Waiver of Rights. No delay or omission on the part of any party hereto in exercising any right hereunder shall operate as a waiver of such right or any other right under this Agreement.

9.6. Incorporation of Exhibits and Schedules. All exhibits, schedules and documents referred to in or attached to this Agreement are integral parts of this Agreement as if fully set forth herein and all statements appearing therein shall be deemed to be representations.

9.7. Assignment. Neither party shall assign this Agreement, without the prior written approval of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing and without consent of Owner, Manager may assign all of its rights and delegate all of its obligations arising under or in connection with this Agreement to any entity controlled by or under common control with Manager.

9.8. Interpretation and Construction. The parties have each negotiated the terms hereof, reviewed this Agreement carefully, and discussed it with their respective legal counsel. It is the intent of the parties that each word, phrase, and sentence and other part hereof shall be given its plain meaning, and that rules of interpretation or construction of contracts that would construe any ambiguity of any part hereof against the draftsman, by virtue of being the draftsman, shall not apply.

9.9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall comprise one and the same instrument.

9.10. Attorney's Fees and Court Costs. If legal action is commenced to enforce this Agreement, the prevailing party in such action shall be entitled to recover its costs and reasonable attorneys' fees in addition to any other relief granted.

9.11. Severability. If any provision of this Agreement shall be held invalid under any applicable law, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision, and, to this end, the provisions hereof are severable.

9.12. Transaction Expenses. All expenses incurred in connection with the transactions contemplated hereby, including without limitation counsel fees, accounting fees, sales taxes, recording fees, investment advisers' fees and disbursements, shall be borne by the respective parties incurring such expense, whether or not such transactions are consummated.

9.13. Authorization of Agreement. The execution and delivery of this Agreement, and the performance of the terms hereof, have been duly and validly authorized by Owner and Manager, and this Agreement constitutes the valid and enforceable obligation of the parties in accordance with its terms.

9.14. Fraud and Abuse.

9.14.1. The parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable state, local, and federal law. Notwithstanding any unanticipated effect of any of the provisions herein, neither party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of the Medicare and Medicaid fraud and abuse provisions. Further, if legislation is passed, the effect of which would be to hinder Owner's ability to obtain reimbursement from Medicare or Medicaid due to the existence of this Agreement, or in the event that this Agreement does not comply in all respects with any applicable exemption or "safe harbor" promulgated under the Medicare and Medicaid Patient and Program Protection Act of 1987 when and if such regulations become effective, then either party may, at its option, terminate this Agreement.

9.14.2. This Agreement shall be construed to be in accordance with any and all applicable federal and state statutes, including Medicare, Medicaid and state rules and regulations. In the

event there is a change in Medicare, Medicaid or other federal or state statutes or Medicare, Medicaid or applicable federal or state rules or regulations that, in the written opinion of counsel to either party, renders any of the material terms of this Agreement unlawful or unenforceable, including any services rendered or compensation to be paid hereunder, either party shall have the immediate right to initiate the renegotiation of the affected term or terms of this Agreement, upon notice to the other party, to remedy such condition. Should the parties be unable to renegotiate the term or terms so affected so as to bring it/them into compliance with the statute, rule or regulation that rendered it/them unlawful or unenforceable within sixty (60) days of the date on which notice of a desired renegotiation is given, then either party shall be entitled, after the expiration of said initial sixty (60) day period, to terminate this Agreement upon an additional sixty (60) days written notice to the other party.

9.14.3. The parties agree that no part of this Agreement shall be construed to induce or encourage the referral of patients or the purchase of health care services or supplies. The parties acknowledge that there is no requirement under this Agreement or any other agreement between the parties that either party refer any patients to any health care provider or purchase any health care goods or services from any source.

9.15. Medicare Books and Records Clause. Upon the written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, Owner will make available those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available up to four years after the rendering of such services. If Manager carries out any of the duties of this Agreement through a subcontract with a value of Ten Thousand and No/100 Dollars (\$10,000.00) or more over a twelve (12) month period with a related individual or organization, Manager agrees to include this requirement in any such subcontract. This Section is included pursuant to and is governed by the requirements of Public Law 96-499, Sec. 952 (Sec. 1861(v) (I) of the Social Security Act) and the regulations promulgated thereunder. No attorney-client, accountant-client or other legal privilege will be deemed to have been waived by Manager or Owner by virtue of this provision.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

“OWNER”

NORTHSIDE SURGERY CENTER, LLC

By: _____

Name: _____

Title: _____

“MANAGER”

PHYBUS, LLC

By: _____

Name: Rodney H. Lunn

Title: CEO _____

Exhibit A

Owner shall pay all fees owed to and reasonable expenses incurred by each third party referenced below.

Management Services

- Hiring, training, supervising, directing, leasing and discharging, on behalf of the Center, all non-physician personnel performing services at the Center, including the Center Director, as needed;
- May provide the Center, as a pass through expense, a director of the Center (the “Center Director”);
- Oversight of negotiations on behalf of Owner for payor agreements with the appropriate third party payors and state and federal agencies (payor contract negotiations can be provided under separate agreement);
- Establishing staffing schedules, wage structures and personnel policies for all personnel;
- Determining patient charges for Center Services;
- Providing policies and operating procedures to all departments of the Center;
- Providing standard formats for all charts, invoices, and other forms used in the operation of the Center;
- Establishing and maintaining policies and procedures for the timely creation, preparation, filing and retrieval of patient records;
- Arranging for the purchase, lease or disposition by the Owner of all supplies and equipment used in the operation of the Center, including without limitation information system hardware and software;
- Arranging for the repair, maintenance and/or replacement of the supplies and equipment used in the operation of the Center;
- Arranging for the repair and maintenance of the premises in which the Center operates consistent with Owner’s responsibilities under the terms of any applicable lease or other agreement;
- Arranging for the purchase by Owner of all printing, postage, photocopying and other support services;
- Directing the day-to-day operations of the Center in a businesslike manner;
- Performing all management and non-medical oversight responsibilities for the Center;
- Maintaining in the name of Owner all licenses, regulatory approvals and accreditations of the Center with the applicable agencies and insurance companies that are reasonably necessary to operate the Center;

- Negotiating on behalf of the Owner contracts for the Center to receive anesthesia services, radiology services and pathology services, as appropriate;
- Oversight of owner's, employees or agents to timely bill and collect fees for Center Services;
- Maintaining the books of accounts, including all journals and ledgers, check register and payroll records;
- Preparing or contracting for the processing of payroll checks from time sheet summaries prepared under Manager's supervision;
- Preparing and submitting to the Owner for approval a capital expense budget, operating budget and projection of cash receipts and disbursements with respect to the Center for each fiscal year of the Owner.
- Preparing monthly bank reconciliations;
- Preparing monthly financial statements;
- Providing information reasonably necessary in the preparation of the Owner's income tax return with respect to the Center;
- Providing a business associate agreement that complies with the requirements of HIPAA;
- Assisting the Center in complying with the applicable HIPAA requirements;
- Conducting monthly meetings with the Owner, either telephonically or on-site as required.

OPTION TO LEASE REAL ESTATE AGREEMENT

This Option to Lease Real Estate Agreement (this "Agreement") is entered into this 15 day of September, 2025, between **Appleseed Holdings, LLC**, a Tennessee limited liability company having its principal office located at 1012 Vaughn Crest Drive, Franklin, TN 37069 ("Owner"), and Northside Surgery Center, LLC, a Tennessee limited liability company, having its principal office at 1221 Briarville Road, Madison, TN 37115 ("Prospective Tenant").

RECITALS

A. Owner is the owner of certain real estate located at 1221 Briarville Road, Madison, TN 37115 (the "Option Property").

B. The parties desire to execute this Agreement, granting Prospective Tenant the sole and exclusive option to lease a portion of the Option Property, pursuant to the terms and contingencies set forth below.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. Owner, by this Agreement, grants to Prospective Tenant the sole and exclusive option to lease a portion of the Option Property (the "Option") subject to the terms and conditions of this Agreement.

2. Prospective Tenant may exercise the Option to lease the Option Property at any time during the Term of this Agreement (as defined below). Within thirty (30) days upon Prospective Tenant's proper exercise of the Option, given by written notice from Prospective Tenant to Owner, the parties shall execute a lease (the "Lease") containing the following terms:

- (a) Lease Term: The initial Lease Term shall be for five (5) years;
- (b) Rental Rate: The starting rental rate will be \$22.50 per rentable square foot per year, subject to annual increases of the greater of 2% or the Consumer Price Index ("CPI") increase for the preceding year;
- (c) Square Footage: The square footage of the suite will be plus or minus 4,200 square feet;
- (d) Permitted Use: Operation of an ambulatory surgery center and related medical services;
- (e) Renewal Options: Two (2) consecutive five-year renewal options at fair market rent;
- (f) Improvements: Prospective Tenant may make improvements at its expense, subject to Owner approval;

(g) Common Area Maintenance ("CAM"): Prospective Tenant shall be responsible for its proportionate share of the CAM; and

(h) Insurance: Prospective Tenant shall maintain comprehensive general liability insurance of not less than \$2,000,000 per occurrence and property insurance covering improvements and adding the Owner as an additional insured.

3. In consideration of this Agreement, Prospective Tenant shall pay to Owner \$1,000.00 (the "Deposit") within fifteen (15) days following the date of this Agreement. The Deposit shall be non-refundable. Upon the execution of the Lease, the parties shall apply the Deposit to any consideration due under the Lease for the first month's rent.

4. Prospective Tenant must apply for a Certificate of Need ("CON") within ninety (90) days of this Agreement and shall diligently pursue such application. Prospective Tenant may exercise the Option at any time within ninety (90) days of receiving written notice of CON approval ("Term"). If the CON application is denied, regardless of appeal rights, this Option shall automatically terminate.

5. During the Term of this Agreement, Owner shall: (a) not encumber the Option Property or any part of it; (b) not sell or otherwise transfer title to the Option Property or any part of it to any third-party; and (c) will reject any prospective purchase agreements or purchase offers for the Option Property or any part of it presented by any third-party.

6. Prospective Tenant shall have the right to enter the Option Property during the Term of this Agreement upon at least five (5) business days prior written notice to Owner, and subject to Owner's approval of the timing and scope of such entry, which approval shall not be unreasonably withheld and at reasonable times to conduct geotechnical surveys and/or environmental tests, including but not limited to so-called "Phase I" or "Phase II" environmental analyses, and tests to determine whether the Option Property will be suitable for Prospective Tenant's proposed ambulatory surgery center. Prospective Tenant agrees to indemnify, defend and hold harmless Owner against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury or damage to property arising from such surveys or tests, unless such claims arise from the gross negligence or willful misconduct of Owner. Prospective Tenant shall maintain comprehensive general liability insurance naming Owner as an additional insured with coverage of not less than \$5,000,000 per occurrence during any such entry and shall provide Owner with certificates of insurance evidencing such coverage prior to entry.

7. Whenever in this Agreement it shall be required or permitted that notice be given by either party to the other, such notice shall be forwarded by hand, certified mail, or overnight delivery, addressed as follows:

If to Owner:

Appleseed Holdings, LLC
C/O John Schneider, M.D.
1012 Vaughn Crest Drive, Franklin, TN 37069

If to Prospective Tenant:

Northside Surgery Center, LLC
215 Jamestown Park, Suite 205
Brentwood, TN 37027

Such notices shall be deemed received when such certified letter is deposited in the mail or notice is transferred to a reputable overnight delivery service.

8. Prospective Tenant shall not assign any or all of its rights arising from this Agreement without the prior written approval of Owner, which Owner may approve in its sole discretion. Notwithstanding the foregoing, an assignment to any affiliate of Prospective Tenant, to any entity with which or into which Prospective Tenant may consolidate or merge, or to any entity to which Prospective Tenant may sell all or substantially all of its assets shall not constitute an assignment requiring Owner's consent.

9. No waiver of any condition or legal right or remedy shall be implied by the failure of either party to declare a forfeiture, or for any other reason, and no waiver of any condition or covenant shall be valid unless it be in writing signed by the party granting or consenting to such waiver.

10. This Agreement and the exhibits attached to this Agreement set forth all the covenants, promises, agreements, conditions and understandings between the parties concerning the Option Property and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are set forth in this Agreement. Except as otherwise provided in this Agreement, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties unless they are reduced to writing and signed by them.

11. If any provision or section of this Agreement is rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision shall be deemed to have never been included in this Agreement and the balance shall continue in effect in accordance with its terms.

12. This Agreement and the rights and obligations of the parties arising under this Agreement shall be construed in accordance with the laws of the State of Tennessee. Any legal action relating to this Agreement shall be brought exclusively in the state or federal courts located in Davidson County, Tennessee.

13. Prospective Tenant shall lease the Option Property in its current condition, subject to any and all defects, whether known or unknown. While Owner has made the Option Property available for inspection, Owner makes no representations or warranties regarding the condition of the Option Property, and any reliance on inspections or investigations shall be solely at Prospective Tenant's risk and expense. Prospective Tenant acknowledges that it has conducted, or will conduct prior to lease commencement, all necessary due diligence regarding the Option Property's suitability for Prospective Tenant's intended use, including compliance with applicable laws and regulations for medical facilities.

14. If Prospective Tenant fails to pay the Deposit when due or materially breaches any other provision of this Agreement, Owner may terminate this Agreement upon thirty (30) days written

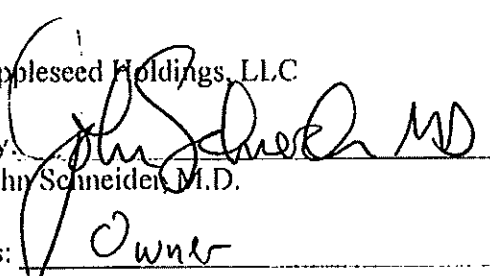
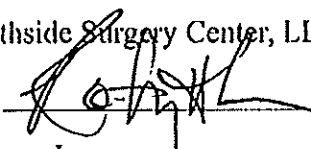
notice, and all rights of Prospective Tenant hereunder shall cease. If Owner materially breaches this Agreement, Prospective Tenant's sole remedy shall be to terminate this Agreement and receive return of the Deposit, if paid. Time is of the essence for all obligations under this Agreement.

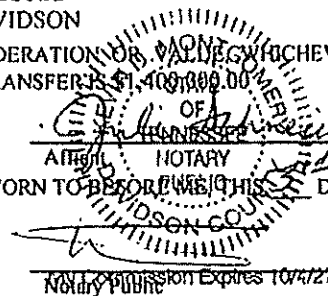
15. During the Option period, Owner shall maintain the Option Property in its current condition, reasonable wear and tear excepted, and shall continue to pay all property taxes, utilities, and insurance. Owner shall promptly notify Prospective Tenant of any material changes to the Option Property's condition.

16. Each party represents that it has not engaged any broker or agent in connection with this transaction. Each party agrees to indemnify the other against any claims for brokerage commissions arising from the indemnifying party's actions.

17. If performance of any obligation under this Agreement is prevented or delayed by circumstances beyond a party's reasonable control, including acts of God or other force majeure events, such performance shall be excused for the period of the delay, and the time for performance shall be extended accordingly.

Owner and Prospective Tenant have executed this Agreement as of the date first written above.

OWNER Appleseed Holdings, LLC By: <u></u> John Schneider, M.D. Its: <u>Owner</u> Date: <u>9-2-2015</u>	PROSPECTIVE TENANT Northside Surgery Center, LLC By: <u></u> Rodney Lunn Its: Manager Date: <u>9/3/15</u>
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WARRANTY DEED		STATE OF TENNESSEE COUNTY OF DAVIDSON THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS \$1,400,000.00  SUBSCRIBED AND SWORN TO BEFORE ME, THIS 22 DAY OF OCTOBER, 2024. MY COMMISSION EXPIRES: (AFFIX SEAL)	
THIS INSTRUMENT WAS PREPARED BY Hardeman, Montgomery & Potter, 4301 Hillsboro Pike, Suite 300, Nashville, TN 37215			
ADDRESS NEW OWNER(S) AS FOLLOWS:		SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Appleseed Holdings, LLC		<i>Same as above</i>	
(NAME)		(NAME)	
1221 Briarville Rd.			051-10-0-003.00
(ADDRESS)		(ADDRESS)	
Madison, TN 37115			
(CITY)	(STATE)	(ZIP)	(CITY) (STATE) (ZIP)

FOR AND CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, MODCO OF KENTUCKY, INC., HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO APPLESEED HOLDINGS, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, HEREINAFTER CALLED THE GRANTEEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

Land lying in Metropolitan Nashville and Davidson County, Tennessee, being located east of Briarville Road, and west of South Graycroft Drive, and being part of Lot 6 of Oakland Acres, Section Six, as of record in Plat Book 2330, page 97, Register's Office for Davidson County, Tennessee, and being further described according to a survey dated January 7, 1999, by Wm. Robert Seigenthaler, Tennessee Registered Land Surveyor No. 177, as follows:

Beginning at an iron pin corner on the East side of Briarville Road, said road having a 50.00 right of way and said iron pin being 769.95 feet South of the South right of way of Due West Avenue; thence along the common boundary line of Lot 6 and Lot 7 of the above mentioned subdivision of Oakland Acres, Section Six, South 81 degrees 50 minutes 42 seconds East 92.40 feet to an iron pin corner; thence continuing with said common line between Lots 6 and 7, South 59 degrees 35 minutes 25 seconds East 114.54 feet to a point being a PK nail in the West right of way of South Graycroft Drive as widened according to a deed to Metropolitan Government of Nashville and Davidson County, Tennessee from Freda G. Moon and Tony Moon, of record in Book 8362, page 188, Register's Office for Davidson County, Tennessee, said South Graycroft Drive having a right of way of 60.0 feet as widened; thence Southwestwardly with said West right of way of South Graycroft Drive and with a curve to the right for a distance of 72.38 feet to a monument disc, said curve having a central angle of 5 degrees 55 minutes 24 seconds a radius of 700.13 feet, a tangent of 36.22 feet, a chord bearing South 36 degrees 15 minutes 43 seconds West 72.35 feet; thence continuing with the right of way of South Graycroft Drive South 39 degrees 13 minutes 25 seconds West 199.80 feet to a monument disc; thence continuing with said right of way of South Graycroft Drive around a curve to the left for a distance of 16.94 feet to a point at the Intersection of the West right of way of South Graycroft Drive and the East right of way of Briarville Road, said point of intersection being a monument disc and said curve having a central angle of 1 degrees 16 minutes 20 seconds a radius of 762.90 feet, a tangent of 8.47 feet, and a chord bearing South 38 degrees 35 minutes 15 seconds West 16.94 feet; thence with the right of way of Briarville Road, as widened, in a Northwestwardly direction around a curve to the left for a distance of 84.32 feet to a point; said curve having a central angle of 96 degrees 37 minutes 40 seconds a radius of 50.00 feet, a tangent of 56.15 feet, and a chord bearing North 18 degrees 53 minutes 18 seconds West 74.68 feet; thence continuing with the right of way of Briarville Road around a curve to the right for a distance of 32.88 feet to an iron pin, said curve having a central angle of 75 degrees 21 minutes 16 seconds a radius of 25.00 feet, a tangent of 19.31 feet and a chord bearing North 29 degrees 31 minutes 19 seconds West 30.56 feet; thence continuing with the East margin of Briarville Road, having a right of way of 50.0 feet, North 8 degrees 09 minutes 18 seconds East 202.24 feet to the point of beginning, and containing 0.796 more or less acre, or 34,700, more or less, square feet.

Being the same property conveyed to MODCO of Kentucky, Inc., a Kentucky corporation by Warranty Deed from Chris Pardue and John Robinson, as tenants in common of record in Instrument No. 20210127-0011923, Register's Office for Davidson County, Tennessee, dated January 21, 2021 and recorded on January 27, 2021, as corrected by Scrivener's Affidavit of record on Instrument No. 20210204-0016013, Register's Office for Davidson County, Tennessee.

This conveyance is subject to all easements, restrictive covenants and conditions, and all other matters of record, including all items set out on any applicable plat of record.

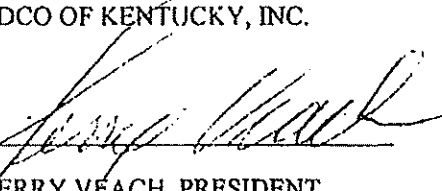
unimproved ☐
This is improved ☒ property, known as

1221 Briarville Rd., Madison, TN 37115
(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my hand this 5th day of October, 2024

MODCO OF KENTUCKY, INC.

BY: 

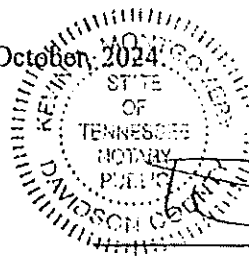
JERRY VEACH, PRESIDENT

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned notary public of the state and county aforementioned, personally appeared Jerry Veach, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be President of MODCO OF KENTUCKY, INC., and that he as such President of MODCO OF KENTUCKY, INC., executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as President of MODCO OF KENTUCKY, INC..

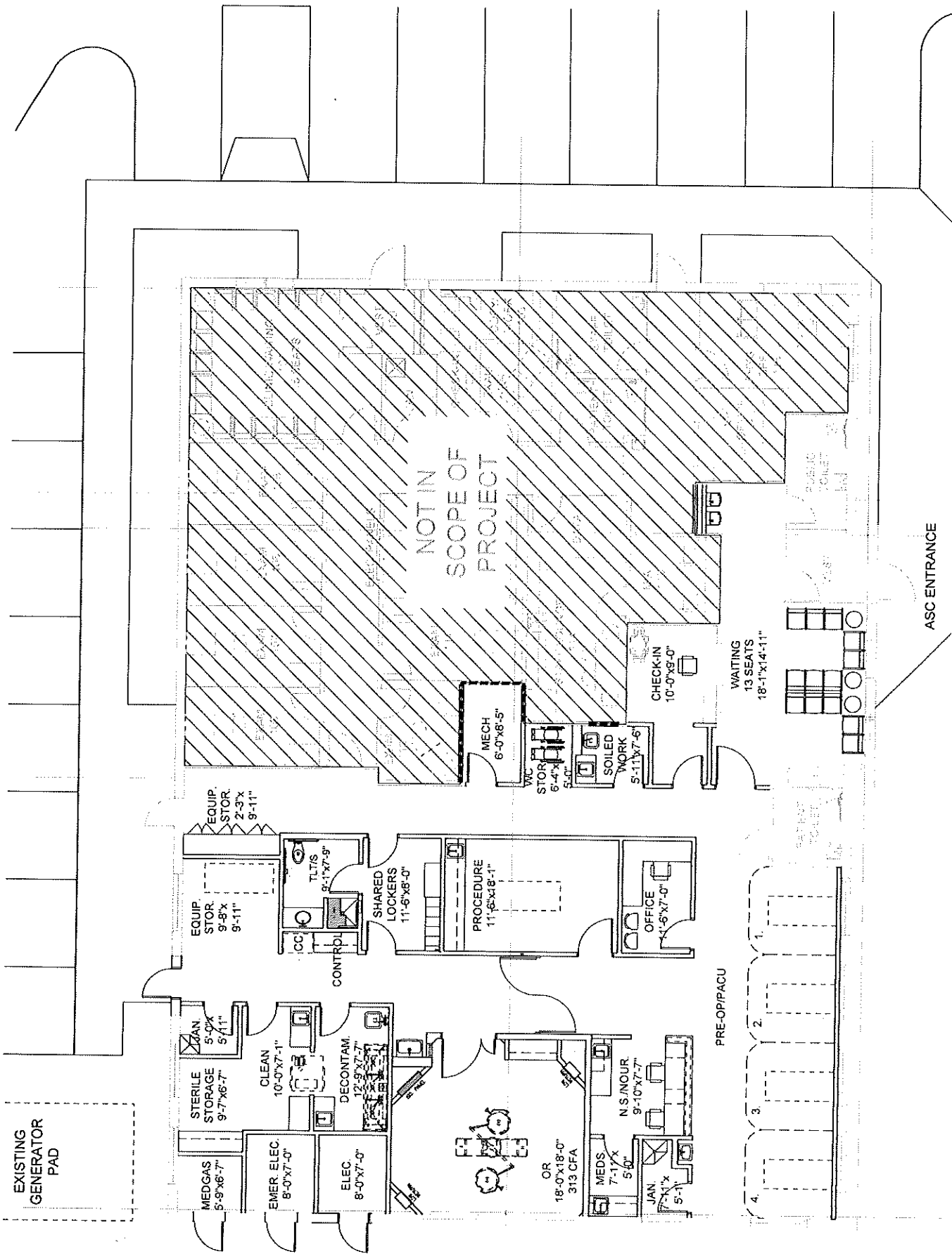
Witness my hand and official seal this 3rd day of October, 2024

Commission expires:



My Comm. Exp. 10/31/2025

Notary Public



CONCEPT FLOOR PLAN - 3,879 SF

Attachment 10A

24085



NORTHSIDE ASC
MADISON, TENNESSEE

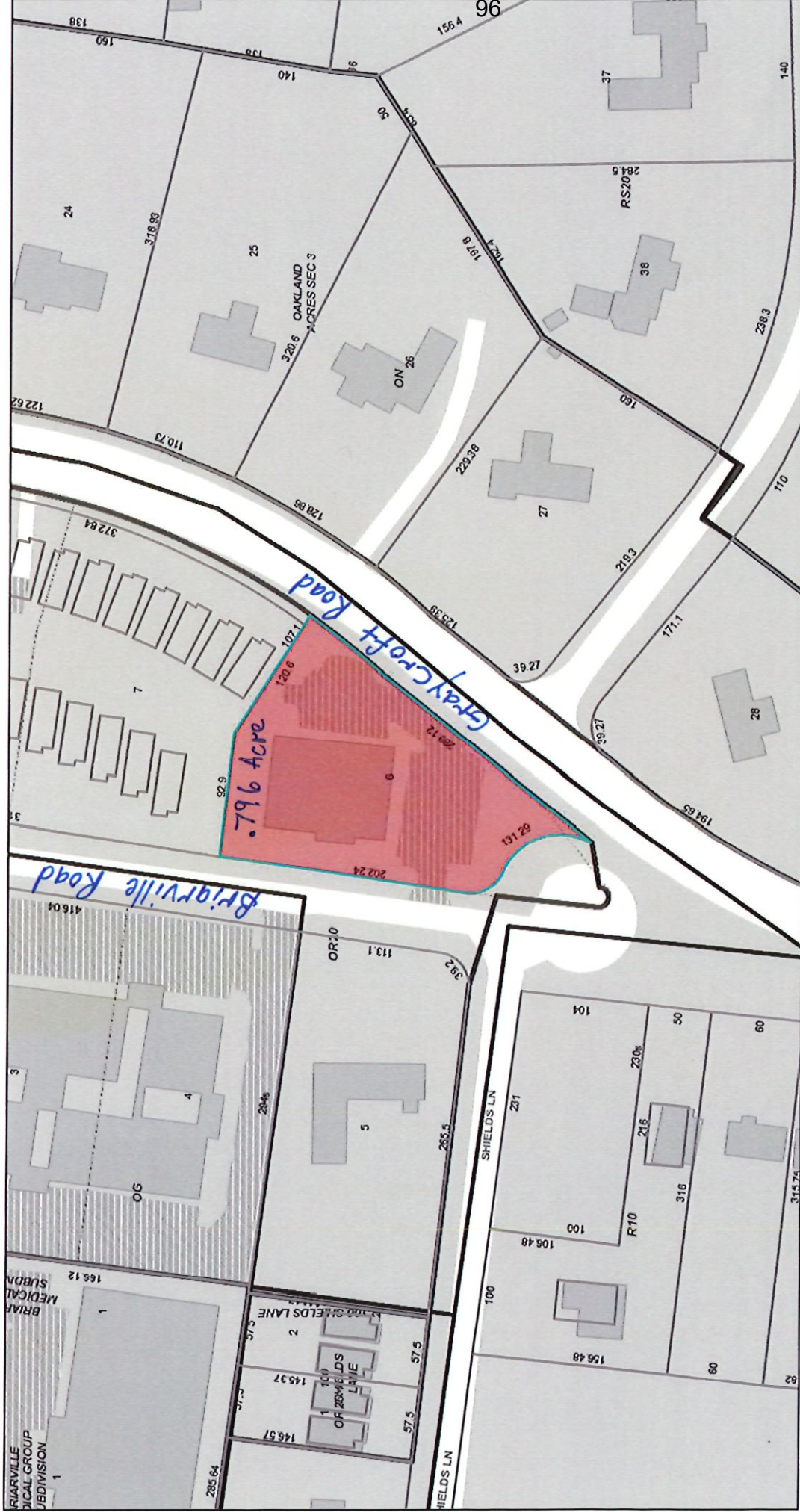
08.08.25

WeGo Public Transit - Route 79, Skyline

Service to So. Graycroft Ave., Madison, Tennessee (0.7 miles to site)

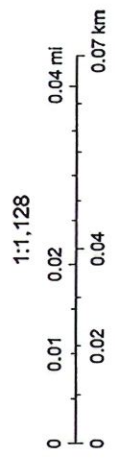


Nashville / Davidson County Parcel Viewer



July 10, 2024

- Override 1
- graphicsLayer2
- Zoning
- Urban Design Overlay
- Planned Unit Development



Metro GIS

Made by: Metro GIS

Attachment 12A

Utilization of ASTCs in the PSA - 2024						Pain Management Cases			All Cases			Avg. Per Room - All Cases		% Utilization Target Met	
Facility Name	County	SS or MS	ORs	PRs	Total	OR	PR	Total	OR	PR	Total	OR	PR	OR	PR
Eye Surgery Center of Middle Tennessee	Davidson	Single	2	0	2	0	0	0	2693	0	2693	1,347	N/A	152.3%	N/A
Centennial Surgery Center	Davidson	Multi	6	2	8	0	64	64	3829	2367	6196	638	1,184	72.2%	63.4%
Northridge Surgery Center	Davidson	Multi	3	1	4	0	793	793	3197	793	3990	1,066	793	120.6%	42.5%
Urology Surgery Center	Davidson	Single	5	3	8	0	0	0	3123	2957	6080	625	986	70.7%	52.8%
Digestive Disease Endoscopy Center	Davidson	Single	0	4	4	0	0	0	0	7443	7443	N/A	1,861	N/A	99.7%
Nashville Endo Surgery Center	Davidson	Single	0	3	3	0	0	0	0	3307	3307	N/A	1,102	N/A	59.0%
Southern Endoscopy Center	Davidson	Single	0	3	3	0	0	0	0	2285	2285	N/A	762	N/A	40.8%
Saint Thomas Medical Group Endoscopy Center	Davidson	Single	0	2	2	0	0	0	0	3526	3526	N/A	1,763	N/A	94.4%
Nashville Gastrointestinal Endoscopy Center	Davidson	Single	0	3	3	0	0	0	0	2675	2675	N/A	892	N/A	47.8%
Southern Joint Surgery Center	Davidson	Single	3	0	3	0	0	0	802	0	802	267	N/A	30.2%	N/A
Oral Facial Surgery Center	Davidson	Multi	7	0	7	0	0	0	5250	0	5250	750	N/A	84.8%	N/A
Wesley Ophthalmic Plastic Surgery Center	Davidson	Single	2	0	2	0	0	0	1408	0	1408	704	N/A	79.6%	N/A
Associated Endoscopy	Davidson	Single	0	3	3	0	0	0	0	7718	7718	N/A	2,573	N/A	137.8%
Baptist Ambulatory Surgery Center	Davidson	Multi	6	1	7	5	2583	2588	4471	2583	7054	745	2,583	84.3%	138.4%
The Center for Assisted Reproductive Technologies	Davidson	Multi	0	0	0	0	0	0	0	0	0	N/A	N/A	N/A	N/A
Eye Surgery Center of Nashville	Davidson	Single	2	0	2	0	0	0	5635	0	5635	2,818	N/A	318.7%	N/A
Saint Thomas Campus Surgicare	Davidson	Multi	6	1	7	0	1201	1201	4930	1201	6131	822	1,201	92.9%	64.3%
Tennessee Pain Surgery Center	Davidson	Single	1	4	5	1403	6613	8016	1403	6613	8016	1,403	1,653	158.7%	88.6%
Saint Thomas Surgery Center Midtown	Davidson	Multi	10	1	11	30	1211	1241	6221	1211	7432	622	1,211	70.4%	64.9%
Premier Orthopaedic Surgery Center	Davidson	Multi	2	0	2	1418	0	1418	2528	0	2528	1,264	N/A	143.0%	N/A
Delozier Surgery Center	Davidson	Single	1	0	1	0	0	0	387	0	387	387	N/A	43.8%	N/A
Nashville Vision Correction	Davidson	Single	0	1	1	0	0	0	0	96	96	N/A	96	N/A	5.1%
Summit Surgery Center	Davidson	Multi	5	1	6	0	1178	1178	4230	1282	5512	846	1,282	95.7%	68.7%
American Endoscopy Center	Davidson	Single	1	0	1	0	0	0	530	0	530	530	N/A	60.0%	N/A
NFC Surgery Center	Davidson	Single	1	1	2	0	0	0	1129	5	1134	1,129	5	127.7%	0.3%
Brentwood Surgery Center	Davidson	Multi	4	2	6	24	0	24	2281	2210	4491	570	1,105	64.5%	59.2%
Gurley Surgery Center	Davidson	Single	1	0	1	0	0	0	121	0	121	121	N/A	13.7%	N/A
Premier Radiology Pain Management Center	Davidson	Single	0	2	2	0	2461	2461	0	2461	2461	N/A	1,231	N/A	65.9%
Turner Surgery Center	Davidson	Single	0	1	1	0	282	282	0	282	282	N/A	282	N/A	15.1%
The Plastic Surgery Center Brentwood, LLC	Davidson	Single	2	1	3	0	0	0	524	0	524	262	0	29.6%	N/A
Music City Surgery Center, LLC	Davidson	Single	2	1	3	0	0	0	3310	890	4200	1,655	890	187.2%	47.7%
Nashville Midtown Surgical, LLC	Davidson	Multi	0	0	0	0	0	0	0	0	0	N/A	N/A	N/A	N/A
Surgery Center of Clarksville	Montgomery	Multi	4	2	6	0	1148	1148	1428	1148	2576	357	574	40.4%	30.7%
Clarksville Surgery Center	Montgomery	Multi	3	2	5	160	0	160	3314	0	3314	1,105	0	125.0%	N/A
Gastrointestinal Specialists of Clarksville	Montgomery	Single	0	1	1	0	0	0	0	1084	1084	N/A	1,084	N/A	58.1%
Vanderbilt Ingram Cancer Center at Tennova	Montgomery	Single	0	9	9	0	0	0	0	28232	28232	N/A	3,137	N/A	168.0%
Clarksville Eye Surgery Center	Montgomery	Single	1	1	2	0	0	0	822	0	822	822	0	93.0%	N/A
Green Surgery Center	Sumner	Single	1	1	2	0	0	0	730	228	958	730	228	82.6%	12.2%
Patient Partners, LLC	Sumner	Multi	2	2	4	0	361	361	1167	2997	4164	584	1,499	66.0%	80.3%
Indian Lake Surgery Center	Sumner	Multi	2	1	3	0	0	0	970	0	970	485	0	54.9%	N/A
Lebanon Endoscopy Center	Wilson	Single	0	2	2	0	0	0	0	1959	1959	N/A	980	N/A	52.5%
Providence Surgery Center	Wilson	Multi	2	1	3	58	94	152	2158	95	2253	1,079	95	122.1%	5.1%
Lebanon Surgery Center	Wilson	Multi	3	1	4	0	0	0	128	0	128	43	0	4.9%	N/A
Total			90	64	154	3098	17989	21087	68719	87648	156367	764	1,370	86.4%	73.4%

Source: 2024 IAR Master File

Utilization of ASTCs in the PSA - 2023						Pain Management Cases			All Cases			Avg. Per Room - All Cases		% Utilization Target Met	
Facility Name	County	SS or MS	ORs	PRs	Total	OR	PR	Total	OR	PR	Total	OR	PR	OR	PR
Eye Surgery Center of Middle Tennessee	Davidson	Single	2	0	2	0	0	0	2815	0	2815	1,408	N/A	159.2%	N/A
Centennial Surgery Center	Davidson	Multi	6	2	8	0	229	229	5022	2068	7090	837	1,034	94.7%	55.4%
Northridge Surgery Center	Davidson	Multi	3	1	4	0	435	435	5161	435	5596	1,720	435	194.6%	23.3%
Urology Surgery Center	Davidson	Single	5	3	8	0	0	0	2832	3014	5846	566	1,005	64.1%	53.8%
Digestive Disease Endoscopy Center	Davidson	Single	0	4	4	0	0	0	0	7486	7486	N/A	1,872	N/A	100.2%
Nashville Endo Surgery Center	Davidson	Single	0	3	3	0	0	0	0	3258	3258	N/A	1,086	N/A	58.2%
Southern Endoscopy Center	Davidson	Single	0	3	3	0	0	0	0	2054	2054	N/A	685	N/A	36.7%
Saint Thomas Medical Group Endoscopy Center	Davidson	Single	0	2	2	0	0	0	0	5374	5374	N/A	2,687	N/A	143.9%
Nashville Gastrointestinal Endoscopy Center	Davidson	Single	0	3	3	0	0	0	0	3151	3151	N/A	1,050	N/A	56.3%
Southern Joint Surgery Center	Davidson	Single	3	0	3	0	0	0	475	0	475	158	N/A	17.9%	N/A
Oral Facial Surgery Center	Davidson	Multi	4	3	7	0	0	0	2452	3059	5511	613	1,020	69.3%	54.6%
Wesley Ophthalmic Plastic Surgery Center	Davidson	Single	2	0	2	0	0	0	1433	0	1433	717	N/A	81.1%	N/A
Associated Endoscopy	Davidson	Single	0	3	3	0	0	0	0	7178	7178	N/A	2,393	N/A	128.2%
Baptist Ambulatory Surgery Center	Davidson	Multi	6	1	7	0	2592	2592	4561	2592	7153	760	2,592	86.0%	138.8%
The Center for Assisted Reproductive Technologies	Davidson	Single	0	2	2	0	0	0	0	608	608	N/A	304	N/A	16.3%
Eye Surgery Center of Nashville	Davidson	Single	2	0	2	0	0	0	5852	0	5852	2,926	N/A	331%	N/A
Saint Thomas Campus Surgicare	Davidson	Multi	6	1	7	0	1678	1678	5857	1678	7535	976	1,678	110.4%	89.9%
Tennessee Pain Surgery Center	Davidson	Single	1	4	5	1004	6147	7151	1004	6147	7151	1,004	1,537	113.6%	82.3%
Saint Thomas Surgery Center Midtown	Davidson	Multi	10	1	11	6	1324	1330	6856	1324	8180	686	1,324	77.6%	70.9%
Premier Orthopaedic Surgery Center	Davidson	Multi	2	0	2	971	0	971	2372	0	2372	1,186	N/A	134.2%	N/A
Delozier Surgery Center	Davidson	Single	1	0	1	0	0	0	471	0	471	471	N/A	53.3%	N/A
Nashville Vision Correction	Davidson	Single	0	1	1	0	0	0	0	98	98	N/A	98	N/A	5.2%
Summit Surgery Center	Davidson	Multi	5	1	6	0	529	529	4502	925	5427	900	925	101.9%	49.5%
American Endoscopy Center	Davidson	Single	1	0	1	0	0	0	565	0	565	565	N/A	63.9%	N/A
NFC Surgery Center	Davidson	Multi	1	1	2	0	0	0	1034	3	1037	1,034	300%	117.0%	0.2%
Brentwood Surgery Center	Davidson	Multi	4	2	6	0	106	106	1807	2126	3933	452	1,063	51.1%	56.9%
Gurley Surgery Center	Davidson	Single	0	2	2	0	0	0	0	117	117	N/A	58.5	N/A	3.1%
Premier Radiology Pain Management Center	Davidson	Single	0	2	2	0	2392	2392	0	2392	2392	N/A	1,196	N/A	64.1%
Turner Surgery Center	Davidson	Single	0	1	1	0	45	45	0	45	45	N/A	45	N/A	2.4%
The Plastic Surgery Center Brentwood, LLC	Davidson	Single	2	1	3	0	0	0	512	0	512	256	N/A	29.0%	N/A
Music City Surgery Center, LLC	Davidson	Single	2	1	3	0	0	0	1193	312	1505	597	312	67.5%	16.7%
Surgery Center of Clarksville	Montgomery	Multi	4	2	6	0	972	972	1387	972	2359	347	486	39.2%	26.0%
Clarksville Surgery Center	Montgomery	Multi	3	2	5	307	0	307	3312	1	3313	1,104	1	124.9%	0.0%
Gastrointestinal Specialists of Clarksville	Montgomery	Single	0	1	1	0	0	0	0	1352	1352	N/A	1,352	N/A	72.4%
Vanderbilt Ingram Cancer Center at Tenna	Montgomery	Single	0	9	9	0	0	0	0	25289	25289	N/A	2,810	N/A	150.5%
Clarksville Eye Surgery Center	Montgomery	Single	1	1	2	0	0	0	729	0	729	729	N/A	82.5%	N/A
Green Surgery Center	Sumner	Single	1	1	2	0	0	0	707	230	937	707	230	80.0%	12.3%
Patient Partners, LLC	Sumner	Multi	2	2	4	0	540	540	1908	4048	5956	954	2,024	107.9%	108.4%
Indian Lake Surgery Center	Sumner	Multi	2	1	3	0	69	69	1033	69	1102	517	69	58.4%	3.7%
Lebanon Endoscopy Center	Wilson	Single	0	2	2	0	0	0	0	2095	2095	N/A	1,048	N/A	56.1%
Providence Surgery Center	Wilson	Multi	2	1	3	0	768	768	1901	768	2669	951	768	107.5%	41.1%
Lebanon Surgery Center	Wilson	Multi	3	1	4	0	0	0	70	0	70	23	N/A	2.6%	N/A
Total			86	71	157	2288	17826	20114	67823	90268	158091	789	1,271	89.2%	68.1%

Source: 2023 JAR Master File

Utilization of ASTCs in the PSA - 2022						Pain Management Cases			All Cases			Avg. Per Room - All Cases		% Utilization Target Met	
Facility Name	County	SS or MS	ORs	PRs	Total	OR	PR	Total	OR	PR	Total	OR	PR	OR	PR
Eye Surgery Center of Middle Tennessee	Davidson	Single	2	0	2	0	0	0	2307	0	2307	1,154	N/A	130.5%	N/A
Centennial Surgery Center	Davidson	Multi	6	2	8	0	471	471	4872	2459	7331	812	1,230	91.9%	65.9%
Planned Parenthood of TN and North Mississippi Memphis Region	Davidson	Single	0	2	2	0	0	0	0	624	624	N/A	312	N/A	16.7%
Northridge Surgery Center	Davidson	Multi	5	2	7	0	0	0	5596	0	5596	1,119	N/A	126.6%	N/A
Urology Surgery Center	Davidson	Single	5	3	8	0	0		2499	3019		500	1,006	56.5%	53.9%
Digestive Disease Endoscopy Center	Davidson	Single	0	4	4	0	0		0	7552		N/A	1,888	N/A	101.1%
Nashville Endo Surgery Center	Davidson	Single	0	3	3	0	0		0	2805		N/A	935	N/A	50.1%
Southern Endoscopy Center	Davidson	Single	3	0	3	0	0		1544	0		515	N/A	58.2%	N/A
Mid-State Endoscopy Center	Davidson	Multi	0	0	0	0	0		0	0	0	N/A	N/A	N/A	NA
Saint Thomas Medical Group Endoscopy Center	Davidson	Single	0	2	2	0	0	0	0	4696	4696	N/A	2,348	N/A	125.8%
Nashville Gastrointestinal Endoscopy Center	Davidson	Single	0	3	3	0	0	0	0	2326	2326	N/A	775	N/A	41.5%
Southern Joint Surgery Center	Davidson	Single	3	0	3	0	0	0	25	0	25	8	N/A	0.9%	N/A
Oral Facial Surgery Center	Davidson	Multi	7	0	7	0	0	0	3720	0	3720	531	N/A	60.1%	N/A
Wesley Ophthalmic Plastic Surgery Center	Davidson	Single	2	0	2	0	0	0	1253	0	1253	627	N/A	70.9%	N/A
Associated Endoscopy	Davidson	Single	0	3	3	0	0	0	0	6163	6163	N/A	2,054	N/A	110.0%
Baptist Ambulatory Surgery Center	Davidson	Multi	6	1	7	6	3207	3213	4771	3207	7978	795	3,207	90.0%	171.8%
The Center for Assisted Reproductive Technologies	Davidson	Single	0	2	2	0	0	0	0	291	291	N/A	146	N/A	7.8%
Eye Surgery Center of Nashville	Davidson	Single	2	0	2	0	0	0	5522	0	5522	2,761	N/A	312.3%	N/A
Saint Thomas Campus Surgicare	Davidson	Multi	6	1	7	0	1226	1226	5142	1226	6368	857	1,226	96.9%	65.7%
LVC Outpatient Surgery Center	Davidson	Multi	0	0	0	0	0	0	0	0	0	N/A	N/A	N/A	N/A
Tennessee Pain Surgery Center	Davidson	Single	1	4	5	1154	5710	6864	1154	5710	6864	1,154	1,428	130.5%	76.5%
Saint Thomas Surgery Center Midtown	Davidson	Multi	10	1	11	15	1828	1843	6900	1828	8728	690	1,828	78.1%	97.9%
Premier Orthopaedic Surgery Center	Davidson	Multi	2	0	2	724	0	724	2498	0	2498	1,249	N/A	141.3%	N/A
Delozier Surgery Center	Davidson	Single	1	1	2	0	0	0	505	808	1313	505	808	57.1%	43.3%
Nashville Vision Correction	Davidson	Single	0	1	1	0	0	0	0	149	149	N/A	149	N/A	8.0%
Summit Surgery Center	Davidson	Multi	5	1	6	0	334	334	4367	669	5036	873	669	98.8%	35.8%
American Endoscopy Center	Davidson	Single	1	0	1	0	0	0	498	0	498	498	N/A	56.3%	N/A
NFC Surgery Center	Davidson	Single	1	1	2	0	0	0	973	5	978	973	5	110.1%	0.3%
Brentwood Surgery Center	Davidson	Multi	3	2	5	0	0	0	981	1479	2460	327	740	37.0%	39.6%
Gurley Surgery Center	Davidson	Single	0	2	2	0	0	0	0	147	147	N/A	74	N/A	3.9%
Premier Radiology Pain Management Center	Davidson	Single	0	2	2	0	2249	2249	0	2249	2249	N/A	1,125	N/A	60.2%
Turner Surgery Center	Davidson	Single	0	1	1	0	87	87	0	87	87	N/A	87	N/A	4.7%
The Plastic Surgery Center Brentwood, LLC	Davidson	Single	2	1	3	0	0	0	502	0	502	251	N/A	28.4%	N/A
Surgery Center of Clarksville	Montgomery	Multi	4	2	6	0	577	577	1581	577	2158	395	289	44.7%	15.5%
Clarksville Surgery Center	Montgomery	Multi	3	2	5	460	0	460	3217	0	3217	1,072	N/A	121.3%	N/A
Gastrointestinal Specialists of Clarksville	Montgomery	Single	0	1	1	0	0	0	0	1807	1807	N/A	1,807	N/A	96.8%
Gateway-Vanderbilt Cancer Treatment Center	Montgomery	Single	0	9	9	0	0	0	0	21040	21040	N/A	2,338	N/A	125.2%
Clarksville Eye Surgery Center	Montgomery	Single	1	1	2	0	0	0	864	0	864	864	N/A	97.7%	N/A
Green Surgery Center	Sumner	Single	1	1	2	0	0	0	760	253	1013	760	253	86.0%	13.6%
Patient Partners, LLC	Sumner	Multi	2	2	4	19	954	973	1554	4441	5995	777	2,221	87.9%	118.9%
Indian Lake Surgery Center	Sumner	Multi	2	1	3	0	40	40	918	40	958	459	40	51.9%	2.1%
Lebanon Endoscopy Center	Wilson	Single	0	2	2	0	0	0	0	2194	2194	N/A	1,097	N/A	58.8%
Providence Surgery Center	Wilson	Multi	2	1	3	702	271	973	2214	272	2486	1,107	272	125.2%	14.6%
Lebanon Surgery Center	Wilson	Multi	3	1	4	0	0	0	4	0	4	1	N/A	0.2%	NA
Total			91	68	159	3080	16954	20034	66741	78123	144864	733	1,149	83.0%	61.5%

Source: 2022 IAR Master File

Utilization of Hospitals for Pain Management Procedures - 2023

Facility	County	# ORs	# PRs	PM Services Provided?	Total Surgical Cases (ORs & PRs)	PM Cases*	PM as % of Total Surgical Cases
TriStar Southern Hills Medical Center	Davidson	5	1	Yes	11,412	74	0.6%
TriStar Skyline Madison Campus	Davidson	0	0	No	0	0	0
Metropolitan Nashville General Hospital	Davidson	8	3	No	5,592	0	0
Ascension Saint Thomas Hospital Midtown	Davidson	40	5	No	39,958	0	0
Saint Thomas West Hospital	Davidson	25	5	No	23,198	0	0
Vanderbilt University Medical Center	Davidson	77	15	Yes	189,537	0	0
TriStar Centennial Medical Center	Davidson	52	0	Yes	87,892	240	0.3%
TriStar Skyline Medical Center	Davidson	12	0	No	20,408	0	0
TriStar Summit Medical Center	Davidson	9	5	Yes	14,134	66	0.5%
Saint Thomas Hospital for Specialty Surgery	Davidson	6		No	8,672	0	0
Middle Tennessee Mental Health Institute	Davidson	0	0	No	0	0	0
Ascension Saint Thomas Behavioral Health Hospital	Davidson	0	0	No	0	0	0
Vanderbilt Stallworth Rehabilitation Hospital	Davidson	0	0	No	0	0	0
Select Specialty Hospital - Nashville	Davidson	0	0	No	0	0	0
Ascension Saint Thomas Rehabilitation Hospital	Davidson	0	0	No	0	0	0
Select Specialty Hospital Nashville West	Davidson	0	0	No	0	0	0
Tennova Healthcare- Clarksville	Montgomery	12	0	Yes	25,772	0	0
Behavioral Healthcare Center at Clarksville	Montgomery	0	0	No	0	0	0
TriStar NorthCrest Medical Center	Robertson	5	2	No	10,822	0	0
Portland Medical Center	Sumner	0	0	No	0	0	0
Sumner Regional Medical Center	Sumner	7	3	No	15,148	113	0.7%
TriStar Hendersonville Medical Center	Sumner	10	4	No	20,832	0	0
Vanderbilt Wilson County Hospital	Wilson	0	0	No	0	0	0
Vanderbilt Wilson County Hospital	Wilson	4	0	Yes	11,996	59	0.5%
Total		272	43		485,373	552	0.1%

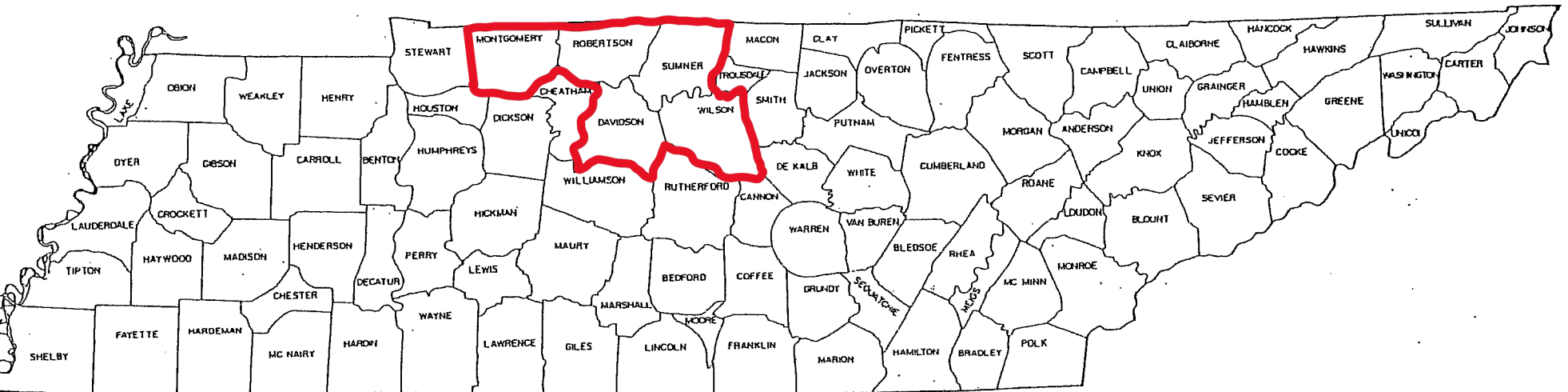
* The JARs do not break down PM cases into ORs and PRs

Source: 2023 Joint Annual Reports MasterFile

Utilization of Hospitals for Pain Management Procedures - 2022							
Facility	County	# ORs	# PRs	PM Services Provided ?	Total Surgical Cases (ORs & PRs)	PM Cases*	PM as % of Total Surgical Cases
Select Specialty Hospital Nashville West	Davidson	0	0	No	0	0	0.0%
TriStar Southern Hills Medical Center	Davidson	5	1	Yes	10,132	71	0.7%
TriStar Skyline Madison Campus	Davidson	0	0	No	0	0	0.0%
Metropolitan Nashville General Hospital	Davidson	8	3	Yes	4,798	0	0.0%
Saint Thomas Midtown Hospital	Davidson	36	7	No	36,028	71	0.2%
Saint Thomas West Hospital	Davidson	25	5	No	24,586	0	0.0%
Vanderbilt University Medical Center	Davidson	77	15	Yes	179,151	0	0.0%
TriStar Centennial Medical Center	Davidson	61	17	Yes	88,874	0	0.0%
TriStar Skyline Medical Center	Davidson	12	0	No	20,794	0	0.0%
TriStar Summit Medical Center	Davidson	9	5	Yes	14,262	0	0.0%
Saint Thomas Hospital for Specialty Surgery	Davidson	6	0	No	8,818	274	3.1%
Middle Tennessee Mental Health Institute	Davidson	0	0	No	0	0	0.0%
Ascension Saint Thomas Behavioral Health Hospital	Davidson	0	0	No	0	0	0.0%
Vanderbilt Stallworth Rehabilitation Hospital	Davidson	0	0	No	0	0	0.0%
Select Specialty Hospital - Nashville	Davidson	0	0	No	0	0	0.0%
Ascension Saint Thomas Rehabilitation Hospital	Davidson	0	0	No	0	0	0.0%
Tennova Healthcare- Clarksville	Montgomery	13	0	No	21,758	0	0.0%
Behavioral Healthcare Center at Clarksville	Montgomery	0	0	No	0	0	0.0%
TriStar NorthCrest Medical Center	Robertson	5	2	No	7,174	0	0.0%
Portland Medical Center	Sumner	0	0	No	0	0	0.0%
Sumner Regional Medical Center	Sumner	7	7	No	12,712	105	0.8%
TriStar Hendersonville Medical Center	Sumner	10	4	No	20,628	0	0.0%
Vanderbilt Wilson County Hospital	Wilson	0	0	No	0	0	0.0%
Vanderbilt Wilson County Hospital	Wilson	4	0	Yes	10,078	0	0.0%
Total		278	66		459,793	521	0.1%
* The JARs do not break down PM cases into ORs and PRs							
Source: 2022 Joint Annual Reports MasterFile							

Utilization of Hospitals for Pain Management Procedures - 2021							
Facility	County	# ORs	# PRs	PM Services Provided?	Total Surgical Cases (ORs & PRs)	PM Cases*	PM as % of Total Surgical Cases
TriStar Southern Hills Medical Center	Davidson	9	1	Yes	10,574	22	0.2%
TriStar Skyline Madison Campus	Davidson	0	0	No	0	0	0.0%
Metropolitan Nashville General Hospital	Davidson	6	3	Yes	5,126	0	0.0%
Saint Thomas Midtown Hospital	Davidson	36	7	No	35,078	0	0.0%
Saint Thomas West Hospital	Davidson	25	5	No	25,864	0	0.0%
Vanderbilt University Medical Center	Davidson	75	15	Yes	167,585	0	0.0%
TriStar Centennial Medical Center	Davidson	61	17	Yes	89,336	255	0.3%
TriStar Skyline Medical Center	Davidson	11	0	No	17,138	0	0.0%
TriStar Summit Medical Center	Davidson	9	5	Yes	14,340	0	0.0%
Saint Thomas Hospital for Specialty Surgery	Davidson	6	0	No	8,782	0	0.0%
Middle Tennessee Mental Health Institute	Davidson	0	0	No	0	0	0.0%
Ascension Saint Thomas Behavioral Health Hospital	Davidson	0	0	No	0	0	0.0%
Vanderbilt Stallworth Rehabilitation Hospital	Davidson	0	0	No	0	0	0.0%
Select Specialty Hospital - Nashville	Davidson	0	0	No	0	0	0.0%
Tennova Healthcare- Clarksville	Montgomery	13	0	No	18,708	0	0.0%
Behavioral Healthcare Center at Clarksville	Montgomery	0	0	No	0	0	0.0%
TriStar NorthCrest Medical Center	Robertson	5	2	Yes	10,320	0	0.0%
Portland Medical Center	Sumner	0	0	No	0	0	0.0%
Sumner Regional Medical Center	Sumner	7	0	Yes	12,182	44	0.4%
TriStar Hendersonville Medical Center	Sumner	10	4	No	17,860	0	0.0%
Vanderbilt Wilson County Hospital	Wilson	0	0	No	0	0	0.0%
Vanderbilt Wilson County Hospital	Wilson	4	0	Yes	8,206	29	0.4%
Total		277	59		441,099	350	0.1%
* The JARs do not break down PM cases into ORs and PRs							
Source: 2021 Joint Annual Reports MasterFile							

PROPOSED SERVICE AREA FOR NORTHSIDE SURGERY CENTER



County	Cases
Barren	5
Benton	10
Butler	6
Caldwell	4
Calloway	15
Calloway (KY)	1
Carlisle	2
Carroll	12
Cheatham	55
Christian	45
Christian (KY)	26
Clay	4
Coffee	1
Cumberland	2
Dickson	82
Dyer	2
Franklin (KY)	6
Graves	4
Grayson (TX)	4
Hamilton	2
Henry	26
Hickman	2
Houston	42
Humphreys	12
Indian River (FL)	4
Knox (KY)	1
Lincoln	1
Logan	4
Logan (KY)	6
Macon	21
Madison	2
Marshall	1
Maury	6
McCracken	4
Metcalfe	9
Monroe	9
Muhlenberg	5
Obion	1
Putnam	1
Rutherford	2
Smith	7
Stewart	43
Todd	4
Trigg	11
Trigg (KY)	1
Waller (TX)	2
Warren	5
Warren (KY)	4
Grand Total	526

Demographic Variable/ Geographic Area	Department of Health/Health Statistics							Bureau of the Census				TennCare	
	Total Population-Current Year (2025)	Total Population-Projected Year (2029)	Total Population-% Change	*Target Population-(20+)* Current Year (*The Boyd Center projections do not have an 18+ age cohort.)	*Target Population- (20+) Project Year (*The Boyd Center projections do not have an 18+ age cohort.	*Target Population-% Change	Target Population Projected Year as % of Total Median Age	Median Household Income	Person Below Poverty Level**	Person Below Poverty Level as % of Total	TennCare Enrollees	TennCare Enrollees as % of Total	
Davidson County	728,443	755,634	3.73%	562,721	580,922	3.23%	77%	35.4	\$80,379	85,228	11.7%	130,912	18.0%
Montgomery County	251,815	273,822	8.74%	178,280	193,394	8.48%	71%	32	\$75,361	35,002	13.9%	44,772	17.8%
Robertson County	77,700	80,361	3.42%	57,804	59,807	3.47%	74%	39.8	\$83,355	7,382	9.5%	13,310	17.1%
Sumner County	215,234	229,667	6.71%	161,964	173,105	6.88%	75%	40.6	\$86,081	19,371	9.0%	29,868	13.9%
Wilson County	171,708	187,530	9.21%	128,376	140,067	9.11%	75%	40.1	\$96,171	9,444	5.5%	21,973	12.8%
PSA Total	1,444,900	1,527,014	5.68%	1,089,145	1,147,295	5.34%	75%	37.6	\$84,269	143,334	9.9%	240,835	16.7%
State of Tennessee	7,242,733	7,462,831	3.04%	5,496,748	5,667,593	3.11%	76%	39.1	\$67,631	1,013,983	14.0%	1,403,956	19.4%

Sources: Population and Median Age: Boyd Center for Business and Economic Research
Income & Poverty: U.S. Census Bureau
TennCare Enrollment: Division of TennCare Enrollment Data

Utilization of ASTCs in the PSA - 2024						Pain Management Cases			All Cases			Avg. Per Room - All Cases		% Utilization Target Met	
Facility Name	County	SS or MS	ORs	PRs	Total	OR	PR	Total	OR	PR	Total	OR	PR	OR	PR
Eye Surgery Center of Middle Tennessee	Davidson	Single	2	0	2	0	0	0	2693	0	2693	1,347	N/A	152.3%	N/A
Centennial Surgery Center	Davidson	Multi	6	2	8	0	64	64	3829	2367	6196	638	1,184	72.2%	63.4%
Northridge Surgery Center	Davidson	Multi	3	1	4	0	793	793	3197	793	3990	1,066	793	120.6%	42.5%
Urology Surgery Center	Davidson	Single	5	3	8	0	0	0	3123	2957	6080	625	986	70.7%	52.8%
Digestive Disease Endoscopy Center	Davidson	Single	0	4	4	0	0	0	0	7443	7443	N/A	1,861	N/A	99.7%
Nashville Endo Surgery Center	Davidson	Single	0	3	3	0	0	0	0	3307	3307	N/A	1,102	N/A	59.0%
Southern Endoscopy Center	Davidson	Single	0	3	3	0	0	0	0	2285	2285	N/A	762	N/A	40.8%
Saint Thomas Medical Group Endoscopy Center	Davidson	Single	0	2	2	0	0	0	0	3526	3526	N/A	1,763	N/A	94.4%
Nashville Gastrointestinal Endoscopy Center	Davidson	Single	0	3	3	0	0	0	0	2675	2675	N/A	892	N/A	47.8%
Southern Joint Surgery Center	Davidson	Single	3	0	3	0	0	0	802	0	802	267	N/A	30.2%	N/A
Oral Facial Surgery Center	Davidson	Multi	7	0	7	0	0	0	5250	0	5250	750	N/A	84.8%	N/A
Wesley Ophthalmic Plastic Surgery Center	Davidson	Single	2	0	2	0	0	0	1408	0	1408	704	N/A	79.6%	N/A
Associated Endoscopy	Davidson	Single	0	3	3	0	0	0	0	7718	7718	N/A	2,573	N/A	137.8%
Baptist Ambulatory Surgery Center	Davidson	Multi	6	1	7	5	2583	2588	4471	2583	7054	745	2,583	84.3%	138.4%
The Center for Assisted Reproductive Technologies	Davidson	Multi	0	0	0	0	0	0	0	0	0	N/A	N/A	N/A	N/A
Eye Surgery Center of Nashville	Davidson	Single	2	0	2	0	0	0	5635	0	5635	2,818	N/A	318.7%	N/A
Saint Thomas Campus Surgicare	Davidson	Multi	6	1	7	0	1201	1201	4930	1201	6131	822	1,201	92.9%	64.3%
Tennessee Pain Surgery Center	Davidson	Single	1	4	5	1403	6613	8016	1403	6613	8016	1,403	1,653	158.7%	88.6%
Saint Thomas Surgery Center Midtown	Davidson	Multi	10	1	11	30	1211	1241	6221	1211	7432	622	1,211	70.4%	64.9%
Premier Orthopaedic Surgery Center	Davidson	Multi	2	0	2	1418	0	1418	2528	0	2528	1,264	N/A	143.0%	N/A
Delozier Surgery Center	Davidson	Single	1	0	1	0	0	0	387	0	387	387	N/A	43.8%	N/A
Nashville Vision Correction	Davidson	Single	0	1	1	0	0	0	0	96	96	N/A	96	N/A	5.1%
Summit Surgery Center	Davidson	Multi	5	1	6	0	1178	1178	4230	1282	5512	846	1,282	95.7%	68.7%
American Endoscopy Center	Davidson	Single	1	0	1	0	0	0	530	0	530	530	N/A	60.0%	N/A
NFC Surgery Center	Davidson	Single	1	1	2	0	0	0	1129	5	1134	1,129	5	127.7%	0.3%
Brentwood Surgery Center	Davidson	Multi	4	2	6	24	0	24	2281	2210	4491	570	1,105	64.5%	59.2%
Gurley Surgery Center	Davidson	Single	1	0	1	0	0	0	121	0	121	121	N/A	13.7%	N/A
Premier Radiology Pain Management Center	Davidson	Single	0	2	2	0	2461	2461	0	2461	2461	N/A	1,231	N/A	65.9%
Turner Surgery Center	Davidson	Single	0	1	1	0	282	282	0	282	282	N/A	282	N/A	15.1%
The Plastic Surgery Center Brentwood, LLC	Davidson	Single	2	1	3	0	0	0	524	0	524	262	0	29.6%	N/A
Music City Surgery Center, LLC	Davidson	Single	2	1	3	0	0	0	3310	890	4200	1,655	890	187.2%	47.7%
Nashville Midtown Surgical, LLC	Davidson	Multi	0	0	0	0	0	0	0	0	0	N/A	N/A	N/A	N/A
Surgery Center of Clarksville	Montgomery	Multi	4	2	6	0	1148	1148	1428	1148	2576	357	574	40.4%	30.7%
Clarksville Surgery Center	Montgomery	Multi	3	2	5	160	0	160	3314	0	3314	1,105	0	125.0%	N/A
Gastrointestinal Specialists of Clarksville	Montgomery	Single	0	1	1	0	0	0	0	1084	1084	N/A	1,084	N/A	58.1%
Vanderbilt Ingram Cancer Center at Tennesova	Montgomery	Single	0	9	9	0	0	0	0	28232	28232	N/A	3,137	N/A	168.0%
Clarksville Eye Surgery Center	Montgomery	Single	1	1	2	0	0	0	822	0	822	822	0	93.0%	N/A
Green Surgery Center	Sumner	Single	1	1	2	0	0	0	730	228	958	730	228	82.6%	12.2%
Patient Partners, LLC	Sumner	Multi	2	2	4	0	361	361	1167	2997	4164	584	1,499	66.0%	80.3%
Indian Lake Surgery Center	Sumner	Multi	2	1	3	0	0	0	970	0	970	485	0	54.9%	N/A
Lebanon Endoscopy Center	Wilson	Single	0	2	2	0	0	0	0	1959	1959	N/A	980	N/A	52.5%
Providence Surgery Center	Wilson	Multi	2	1	3	58	94	152	2158	95	2253	1,079	95	122.1%	5.1%
Lebanon Surgery Center	Wilson	Multi	3	1	4	0	0	0	128	0	128	43	0	4.9%	N/A
Total			90	64	154	3098	17989	21087	68719	87648	156367	764	1,370	86.4%	73.4%

Source: 2024 IAR Master File

Utilization of ASTCs in the PSA - 2023						Pain Management Cases			All Cases			Avg. Per Room - All Cases		% Utilization Target Met	
Facility Name	County	SS or MS	ORs	PRs	Total	OR	PR	Total	OR	PR	Total	OR	PR	OR	PR
Eye Surgery Center of Middle Tennessee	Davidson	Single	2	0	2	0	0	0	2815	0	2815	1,408	N/A	159.2%	N/A
Centennial Surgery Center	Davidson	Multi	6	2	8	0	229	229	5022	2068	7090	837	1,034	94.7%	55.4%
Northridge Surgery Center	Davidson	Multi	3	1	4	0	435	435	5161	435	5596	1,720	435	194.6%	23.3%
Urology Surgery Center	Davidson	Single	5	3	8	0	0	0	2832	3014	5846	566	1,005	64.1%	53.8%
Digestive Disease Endoscopy Center	Davidson	Single	0	4	4	0	0	0	0	7486	7486	N/A	1,872	N/A	100.2%
Nashville Endo Surgery Center	Davidson	Single	0	3	3	0	0	0	0	3258	3258	N/A	1,086	N/A	58.2%
Southern Endoscopy Center	Davidson	Single	0	3	3	0	0	0	0	2054	2054	N/A	685	N/A	36.7%
Saint Thomas Medical Group Endoscopy Center	Davidson	Single	0	2	2	0	0	0	0	5374	5374	N/A	2,687	N/A	143.9%
Nashville Gastrointestinal Endoscopy Center	Davidson	Single	0	3	3	0	0	0	0	3151	3151	N/A	1,050	N/A	56.3%
Southern Joint Surgery Center	Davidson	Single	3	0	3	0	0	0	475	0	475	158	N/A	17.9%	N/A
Oral Facial Surgery Center	Davidson	Multi	4	3	7	0	0	0	2452	3059	5511	613	1,020	69.3%	54.6%
Wesley Ophthalmic Plastic Surgery Center	Davidson	Single	2	0	2	0	0	0	1433	0	1433	717	N/A	81.1%	N/A
Associated Endoscopy	Davidson	Single	0	3	3	0	0	0	0	7178	7178	N/A	2,393	N/A	128.2%
Baptist Ambulatory Surgery Center	Davidson	Multi	6	1	7	0	2592	2592	4561	2592	7153	760	2,592	86.0%	138.8%
The Center for Assisted Reproductive Technologies	Davidson	Single	0	2	2	0	0	0	0	608	608	N/A	304	N/A	16.3%
Eye Surgery Center of Nashville	Davidson	Single	2	0	2	0	0	0	5852	0	5852	2,926	N/A	331%	N/A
Saint Thomas Campus Surgicare	Davidson	Multi	6	1	7	0	1678	1678	5857	1678	7535	976	1,678	110.4%	89.9%
Tennessee Pain Surgery Center	Davidson	Single	1	4	5	1004	6147	7151	1004	6147	7151	1,004	1,537	113.6%	82.3%
Saint Thomas Surgery Center Midtown	Davidson	Multi	10	1	11	6	1324	1330	6856	1324	8180	686	1,324	77.6%	70.9%
Premier Orthopaedic Surgery Center	Davidson	Multi	2	0	2	971	0	971	2372	0	2372	1,186	N/A	134.2%	N/A
Delozier Surgery Center	Davidson	Single	1	0	1	0	0	0	471	0	471	471	N/A	53.3%	N/A
Nashville Vision Correction	Davidson	Single	0	1	1	0	0	0	0	98	98	N/A	98	N/A	5.2%
Summit Surgery Center	Davidson	Multi	5	1	6	0	529	529	4502	925	5427	900	925	101.9%	49.5%
American Endoscopy Center	Davidson	Single	1	0	1	0	0	0	565	0	565	565	N/A	63.9%	N/A
NFC Surgery Center	Davidson	Multi	1	1	2	0	0	0	1034	3	1037	1,034	300%	117.0%	0.2%
Brentwood Surgery Center	Davidson	Multi	4	2	6	0	106	106	1807	2126	3933	452	1,063	51.1%	56.9%
Gurley Surgery Center	Davidson	Single	0	2	2	0	0	0	0	117	117	N/A	58.5	N/A	3.1%
Premier Radiology Pain Management Center	Davidson	Single	0	2	2	0	2392	2392	0	2392	2392	N/A	1,196	N/A	64.1%
Turner Surgery Center	Davidson	Single	0	1	1	0	45	45	0	45	45	N/A	45	N/A	2.4%
The Plastic Surgery Center Brentwood, LLC	Davidson	Single	2	1	3	0	0	0	512	0	512	256	N/A	29.0%	N/A
Music City Surgery Center, LLC	Davidson	Single	2	1	3	0	0	0	1193	312	1505	597	312	67.5%	16.7%
Surgery Center of Clarksville	Montgomery	Multi	4	2	6	0	972	972	1387	972	2359	347	486	39.2%	26.0%
Clarksville Surgery Center	Montgomery	Multi	3	2	5	307	0	307	3312	1	3313	1,104	1	124.9%	0.0%
Gastrointestinal Specialists of Clarksville	Montgomery	Single	0	1	1	0	0	0	0	1352	1352	N/A	1,352	N/A	72.4%
Vanderbilt Ingram Cancer Center at Tennaova	Montgomery	Single	0	9	9	0	0	0	0	25289	25289	N/A	2,810	N/A	150.5%
Clarksville Eye Surgery Center	Montgomery	Single	1	1	2	0	0	0	729	0	729	729	N/A	82.5%	N/A
Green Surgery Center	Sumner	Single	1	1	2	0	0	0	707	230	937	707	230	80.0%	12.3%
Patient Partners, LLC	Sumner	Multi	2	2	4	0	540	540	1908	4048	5956	954	2,024	107.9%	108.4%
Indian Lake Surgery Center	Sumner	Multi	2	1	3	0	69	69	1033	69	1102	517	69	58.4%	3.7%
Lebanon Endoscopy Center	Wilson	Single	0	2	2	0	0	0	0	2095	2095	N/A	1,048	N/A	56.1%
Providence Surgery Center	Wilson	Multi	2	1	3	0	768	768	1901	768	2669	951	768	107.5%	41.1%
Lebanon Surgery Center	Wilson	Multi	3	1	4	0	0	0	70	0	70	23	N/A	2.6%	N/A
Total			86	71	157	2288	17826	20114	67823	90268	158091	789	1,271	89.2%	68.1%

Source: 2023 JAR Master File

Utilization of ASTCs in the PSA - 2022						Pain Management Cases			All Cases			Avg. Per Room - All Cases		% Utilization Target Met	
Facility Name	County	SS or MS	ORs	PRs	Total	OR	PR	Total	OR	PR	Total	OR	PR	OR	PR
Eye Surgery Center of Middle Tennessee	Davidson	Single	2	0	2	0	0	0	2307	0	2307	1,154	N/A	130.5%	N/A
Centennial Surgery Center	Davidson	Multi	6	2	8	0	471	471	4872	2459	7331	812	1,230	91.9%	65.9%
Planned Parenthood of TN and North Mississippi Memphis Region	Davidson	Single	0	2	2	0	0	0	0	624	624	N/A	312	N/A	16.7%
Northridge Surgery Center	Davidson	Multi	5	2	7	0	0	0	5596	0	5596	1,119	N/A	126.6%	N/A
Urology Surgery Center	Davidson	Single	5	3	8	0	0		2499	3019		500	1,006	56.5%	53.9%
Digestive Disease Endoscopy Center	Davidson	Single	0	4	4	0	0		0	7552		N/A	1,888	N/A	101.1%
Nashville Endo Surgery Center	Davidson	Single	0	3	3	0	0		0	2805		N/A	935	N/A	50.1%
Southern Endoscopy Center	Davidson	Single	3	0	3	0	0		1544	0		515	N/A	58.2%	N/A
Mid-State Endoscopy Center	Davidson	Multi	0	0	0	0	0		0	0	0	N/A	N/A	N/A	NA
Saint Thomas Medical Group Endoscopy Center	Davidson	Single	0	2	2	0	0	0	0	4696	4696	N/A	2,348	N/A	125.8%
Nashville Gastrointestinal Endoscopy Center	Davidson	Single	0	3	3	0	0	0	0	2326	2326	N/A	775	N/A	41.5%
Southern Joint Surgery Center	Davidson	Single	3	0	3	0	0	0	25	0	25	8	N/A	0.9%	N/A
Oral Facial Surgery Center	Davidson	Multi	7	0	7	0	0	0	3720	0	3720	531	N/A	60.1%	N/A
Wesley Ophthalmic Plastic Surgery Center	Davidson	Single	2	0	2	0	0	0	1253	0	1253	627	N/A	70.9%	N/A
Associated Endoscopy	Davidson	Single	0	3	3	0	0	0	0	6163	6163	N/A	2,054	N/A	110.0%
Baptist Ambulatory Surgery Center	Davidson	Multi	6	1	7	6	3207	3213	4771	3207	7978	795	3,207	90.0%	171.8%
The Center for Assisted Reproductive Technologies	Davidson	Single	0	2	2	0	0	0	0	291	291	N/A	146	N/A	7.8%
Eye Surgery Center of Nashville	Davidson	Single	2	0	2	0	0	0	5522	0	5522	2,761	N/A	312.3%	N/A
Saint Thomas Campus Surgicare	Davidson	Multi	6	1	7	0	1226	1226	5142	1226	6368	857	1,226	96.9%	65.7%
LVC Outpatient Surgery Center	Davidson	Multi	0	0	0	0	0	0	0	0	0	N/A	N/A	N/A	N/A
Tennessee Pain Surgery Center	Davidson	Single	1	4	5	1154	5710	6864	1154	5710	6864	1,154	1,428	130.5%	76.5%
Saint Thomas Surgery Center Midtown	Davidson	Multi	10	1	11	15	1828	1843	6900	1828	8728	690	1,828	78.1%	97.9%
Premier Orthopaedic Surgery Center	Davidson	Multi	2	0	2	724	0	724	2498	0	2498	1,249	N/A	141.3%	N/A
Delozier Surgery Center	Davidson	Single	1	1	2	0	0	0	505	808	1313	505	808	57.1%	43.3%
Nashville Vision Correction	Davidson	Single	0	1	1	0	0	0	0	149	149	N/A	149	N/A	8.0%
Summit Surgery Center	Davidson	Multi	5	1	6	0	334	334	4367	669	5036	873	669	98.8%	35.8%
American Endoscopy Center	Davidson	Single	1	0	1	0	0	0	498	0	498	498	N/A	56.3%	N/A
NFC Surgery Center	Davidson	Single	1	1	2	0	0	0	973	5	978	973	5	110.1%	0.3%
Brentwood Surgery Center	Davidson	Multi	3	2	5	0	0	0	981	1479	2460	327	740	37.0%	39.6%
Gurley Surgery Center	Davidson	Single	0	2	2	0	0	0	0	147	147	N/A	74	N/A	3.9%
Premier Radiology Pain Management Center	Davidson	Single	0	2	2	0	2249	2249	0	2249	2249	N/A	1,125	N/A	60.2%
Turner Surgery Center	Davidson	Single	0	1	1	0	87	87	0	87	87	N/A	87	N/A	4.7%
The Plastic Surgery Center Brentwood, LLC	Davidson	Single	2	1	3	0	0	0	502	0	502	251	N/A	28.4%	N/A
Surgery Center of Clarksville	Montgomery	Multi	4	2	6	0	577	577	1581	577	2158	395	289	44.7%	15.5%
Clarksville Surgery Center	Montgomery	Multi	3	2	5	460	0	460	3217	0	3217	1,072	N/A	121.3%	N/A
Gastrointestinal Specialists of Clarksville	Montgomery	Single	0	1	1	0	0	0	0	1807	1807	N/A	1,807	N/A	96.8%
Gateway-Vanderbilt Cancer Treatment Center	Montgomery	Single	0	9	9	0	0	0	0	21040	21040	N/A	2,338	N/A	125.2%
Clarksville Eye Surgery Center	Montgomery	Single	1	1	2	0	0	0	864	0	864	864	N/A	97.7%	N/A
Green Surgery Center	Sumner	Single	1	1	2	0	0	0	760	253	1013	760	253	86.0%	13.6%
Patient Partners, LLC	Sumner	Multi	2	2	4	19	954	973	1554	4441	5995	777	2,221	87.9%	118.9%
Indian Lake Surgery Center	Sumner	Multi	2	1	3	0	40	40	918	40	958	459	40	51.9%	2.1%
Lebanon Endoscopy Center	Wilson	Single	0	2	2	0	0	0	0	2194	2194	N/A	1,097	N/A	58.8%
Providence Surgery Center	Wilson	Multi	2	1	3	702	271	973	2214	272	2486	1,107	272	125.2%	14.6%
Lebanon Surgery Center	Wilson	Multi	3	1	4	0	0	0	4	0	4	1	N/A	0.2%	NA
Total			91	68	159	3080	16954	20034	66741	78123	144864	733	1,149	83.0%	61.5%

Source: 2022 IAR Master File

Utilization of Hospitals for Pain Management Procedures - 2023

Facility	County	# ORs	# PRs	PM Services Provided?	Total Surgical Cases (ORs & PRs)	PM Cases*	PM as % of Total Surgical Cases
TriStar Southern Hills Medical Center	Davidson	5	1	Yes	11,412	74	0.6%
TriStar Skyline Madison Campus	Davidson	0	0	No	0	0	0
Metropolitan Nashville General Hospital	Davidson	8	3	No	5,592	0	0
Ascension Saint Thomas Hospital Midtown	Davidson	40	5	No	39,958	0	0
Saint Thomas West Hospital	Davidson	25	5	No	23,198	0	0
Vanderbilt University Medical Center	Davidson	77	15	Yes	189,537	0	0
TriStar Centennial Medical Center	Davidson	52	0	Yes	87,892	240	0.3%
TriStar Skyline Medical Center	Davidson	12	0	No	20,408	0	0
TriStar Summit Medical Center	Davidson	9	5	Yes	14,134	66	0.5%
Saint Thomas Hospital for Specialty Surgery	Davidson	6		No	8,672	0	0
Middle Tennessee Mental Health Institute	Davidson	0	0	No	0	0	0
Ascension Saint Thomas Behavioral Health Hospital	Davidson	0	0	No	0	0	0
Vanderbilt Stallworth Rehabilitation Hospital	Davidson	0	0	No	0	0	0
Select Specialty Hospital - Nashville	Davidson	0	0	No	0	0	0
Ascension Saint Thomas Rehabilitation Hospital	Davidson	0	0	No	0	0	0
Select Specialty Hospital Nashville West	Davidson	0	0	No	0	0	0
Tennova Healthcare- Clarksville	Montgomery	12	0	Yes	25,772	0	0
Behavioral Healthcare Center at Clarksville	Montgomery	0	0	No	0	0	0
TriStar NorthCrest Medical Center	Robertson	5	2	No	10,822	0	0
Portland Medical Center	Sumner	0	0	No	0	0	0
Sumner Regional Medical Center	Sumner	7	3	No	15,148	113	0.7%
TriStar Hendersonville Medical Center	Sumner	10	4	No	20,832	0	0
Vanderbilt Wilson County Hospital	Wilson	0	0	No	0	0	0
Vanderbilt Wilson County Hospital	Wilson	4	0	Yes	11,996	59	0.5%
Total		272	43		485,373	552	0.1%

* The JARs do not break down PM cases into ORs and PRs

Source: 2023 Joint Annual Reports MasterFile

Utilization of Hospitals for Pain Management Procedures - 2022							
Facility	County	# ORs	# PRs	PM Services Provided ?	Total Surgical Cases (ORs & PRs)	PM Cases*	PM as % of Total Surgical Cases
Select Specialty Hospital Nashville West	Davidson	0	0	No	0	0	0.0%
TriStar Southern Hills Medical Center	Davidson	5	1	Yes	10,132	71	0.7%
TriStar Skyline Madison Campus	Davidson	0	0	No	0	0	0.0%
Metropolitan Nashville General Hospital	Davidson	8	3	Yes	4,798	0	0.0%
Saint Thomas Midtown Hospital	Davidson	36	7	No	36,028	71	0.2%
Saint Thomas West Hospital	Davidson	25	5	No	24,586	0	0.0%
Vanderbilt University Medical Center	Davidson	77	15	Yes	179,151	0	0.0%
TriStar Centennial Medical Center	Davidson	61	17	Yes	88,874	0	0.0%
TriStar Skyline Medical Center	Davidson	12	0	No	20,794	0	0.0%
TriStar Summit Medical Center	Davidson	9	5	Yes	14,262	0	0.0%
Saint Thomas Hospital for Specialty Surgery	Davidson	6	0	No	8,818	274	3.1%
Middle Tennessee Mental Health Institute	Davidson	0	0	No	0	0	0.0%
Ascension Saint Thomas Behavioral Health Hospital	Davidson	0	0	No	0	0	0.0%
Vanderbilt Stallworth Rehabilitation Hospital	Davidson	0	0	No	0	0	0.0%
Select Specialty Hospital - Nashville	Davidson	0	0	No	0	0	0.0%
Ascension Saint Thomas Rehabilitation Hospital	Davidson	0	0	No	0	0	0.0%
Tennova Healthcare- Clarksville	Montgomery	13	0	No	21,758	0	0.0%
Behavioral Healthcare Center at Clarksville	Montgomery	0	0	No	0	0	0.0%
TriStar NorthCrest Medical Center	Robertson	5	2	No	7,174	0	0.0%
Portland Medical Center	Sumner	0	0	No	0	0	0.0%
Sumner Regional Medical Center	Sumner	7	7	No	12,712	105	0.8%
TriStar Hendersonville Medical Center	Sumner	10	4	No	20,628	0	0.0%
Vanderbilt Wilson County Hospital	Wilson	0	0	No	0	0	0.0%
Vanderbilt Wilson County Hospital	Wilson	4	0	Yes	10,078	0	0.0%
Total		278	66		459,793	521	0.1%
* The JARs do not break down PM cases into ORs and PRs							
Source: 2022 Joint Annual Reports MasterFile							

Utilization of Hospitals for Pain Management Procedures - 2021							
Facility	County	# ORs	# PRs	PM Services Provided?	Total Surgical Cases (ORs & PRs)	PM Cases*	PM as % of Total Surgical Cases
TriStar Southern Hills Medical Center	Davidson	9	1	Yes	10,574	22	0.2%
TriStar Skyline Madison Campus	Davidson	0	0	No	0	0	0.0%
Metropolitan Nashville General Hospital	Davidson	6	3	Yes	5,126	0	0.0%
Saint Thomas Midtown Hospital	Davidson	36	7	No	35,078	0	0.0%
Saint Thomas West Hospital	Davidson	25	5	No	25,864	0	0.0%
Vanderbilt University Medical Center	Davidson	75	15	Yes	167,585	0	0.0%
TriStar Centennial Medical Center	Davidson	61	17	Yes	89,336	255	0.3%
TriStar Skyline Medical Center	Davidson	11	0	No	17,138	0	0.0%
TriStar Summit Medical Center	Davidson	9	5	Yes	14,340	0	0.0%
Saint Thomas Hospital for Specialty Surgery	Davidson	6	0	No	8,782	0	0.0%
Middle Tennessee Mental Health Institute	Davidson	0	0	No	0	0	0.0%
Ascension Saint Thomas Behavioral Health Hospital	Davidson	0	0	No	0	0	0.0%
Vanderbilt Stallworth Rehabilitation Hospital	Davidson	0	0	No	0	0	0.0%
Select Specialty Hospital - Nashville	Davidson	0	0	No	0	0	0.0%
Tennova Healthcare- Clarksville	Montgomery	13	0	No	18,708	0	0.0%
Behavioral Healthcare Center at Clarksville	Montgomery	0	0	No	0	0	0.0%
TriStar NorthCrest Medical Center	Robertson	5	2	Yes	10,320	0	0.0%
Portland Medical Center	Sumner	0	0	No	0	0	0.0%
Sumner Regional Medical Center	Sumner	7	0	Yes	12,182	44	0.4%
TriStar Hendersonville Medical Center	Sumner	10	4	No	17,860	0	0.0%
Vanderbilt Wilson County Hospital	Wilson	0	0	No	0	0	0.0%
Vanderbilt Wilson County Hospital	Wilson	4	0	Yes	8,206	29	0.4%
Total		277	59		441,099	350	0.1%
* The JARs do not break down PM cases into ORs and PRs							
Source: 2021 Joint Annual Reports MasterFile							

Commerical Insurance Plans

Aetna

Aetna - Medicare

Ambetter Health

BCBS

BCBS of TN - Network P

BCBS of TN - Network S

BCBS of TN - Network L

BCBS of TN - Network E

BLUE ADVANTAGE

CHAMPVA

CIGNA

CIGNA - OSCAR

Cigna / Healthspring / Medicare

CIGNA CONNECT

CIGNA GREAT WEST

GEHA

GOLDEN RULE

HUMANA

HUMANA GOLD PLUS

HUMANA MILITARY TRICARE

MEDICARE -PALMETTI

MERITAIN HEALTH

Qualcare

RAILROAD MEDICARE

Tricare East

TRICARE FOR LIFE

TRICARE SOUTH REGION

TRIWEST HEALTHCARE ALLIANCE

TRIWEST WPS-VACAA

UHC-AARP-MEDICARE

UMR

United Healthcare

VA CCN OPTUM

VA OFFICE OF COMMUNITY CARE

WELLCARE HEALTH PLANS

Wellpoint - Medicare

WPS-VA

manner as to promote and protect public health, safety, and welfare in every practicable way, including disciplining pain management clinic applicants who violate the provisions of TENN. CODE ANN. § 63-1-301, *et seq.* or the Rules and Regulations promulgated by the Department and recorded in the Official Compilation Rules and Regulations of the State of Tennessee (hereinafter "TENN. COMP. R. & REGS.").

Applicant, by his signature to this Order, waives the right to a contested case hearing and any and all rights to judicial review in this matter. Applicant agrees that presentation to and consideration of this Order by the Commissioner of the Department for ratification and all matters divulged during that process shall not constitute unfair disclosure such that the Commissioner of the Department or his designee shall be prejudiced to the extent that requires their disqualification from hearing this matter should this Order not be ratified. Likewise, all matters, admissions, and statements disclosed or exchanged during the attempted ratification process shall not be used against Applicant in any subsequent proceeding unless independently entered into evidence or introduced as admissions.

Applicant expressly waives all further procedural steps and expressly waives all rights to seek judicial review of or to challenge or contest the validity of this Order for Issuance of Conditional Pain Management Clinic License. Applicant understands that by signing this Order, Applicant is allowing the Department to issue its Order without further process. Applicant acknowledges that this document shall be public record and may be reported to the National Practitioner Data Bank and/ or a similar agency. In the event that the Commissioner of the Department rejects this Order for any reason, it will be of no force or effect for either party.

I. STIPULATIONS OF FACT

1. On or about March 28, 2019, Applicant Madhu Yelameli, M.D. filed an application for pain management clinic licensure for an entity identified as Nashville Pain and Wellness Center, PLLC for a location in Brentwood, Tennessee. The clinic was previously in possession of pain management clinic certificate #354 issued to Dr. Yelameli in 2013 and which had an expiration date of March 31, 2019.
2. As required by T.C.A. § 63-1-316, the Department conducted an inspection of the clinic and obtained patient records of patients who apparently were being seen at or near the time of the inspection.
3. The inspection along with the patient records were reviewed and reflected some deficiencies, including but not limited to: some of the charts lacked co-signature by the supervising physician and logs were not maintained for IV and oral controlled medications administered during procedures.

II. GROUNDS FOR DISCIPLINE

The facts stipulated to in the Stipulations of Fact are sufficient grounds to establish violations of the statutes and rules governing pain management clinics, for which denial and/ or discipline of the pain management clinic license by the Commissioner of Health is authorized as specifically follows:

4. The facts stipulated in paragraphs 1-3 hereinabove constitute violations of T.C.A. § 63-1-316 (g)(1)(A): A violation of this part or of the rules promulgated pursuant to this part.

5. The facts stipulated in paragraphs 1-3 hereinabove constitute violations of T.C.A. § 63-1-316 (g)(1)(D): Any conduct or practice found by the commissioner to be detrimental to the welfare of the patients in the pain management clinic.
6. The facts stipulated in paragraphs 1-3 hereinabove constitute violations of TENN. COMP. R. & REGS. Rule 1200-34-01-.10(2) which requires the medical director to ensure that each health care provider working at the clinic maintains complete and accurate medical records of patient consultation, examination, diagnosis and treatment.

III. POLICY STATEMENT

It is the mission of the Tennessee Department of Health to protect the health, safety, and welfare of people living and working in the state of Tennessee.

IV. ORDER

NOW THEREFORE, Applicant, for the purpose of avoiding further administrative action with respect to this cause, agrees to the following:

7. A pain management clinic license shall be conditionally issued to Applicant, effective the date of entry of this Order, subject to this public **REPRIMAND** and subject to a mandatory and unannounced re-inspection within six months to confirm compliance with federal law regarding maintenance of drug administration logs. Applicant shall pay the re-inspection fee of one-thousand dollars (\$1,000.00) within thirty (30) days of the re-inspection. Failure to pay the re-inspection fee timely shall be grounds for further disciplinary action.

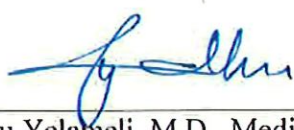
8. It is acknowledged and understood that this conditional license is subject to additional disciplinary action should continued or additional violations be discovered during any subsequent re-inspection.

* * *

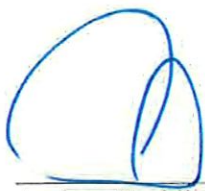
This **ORDER FOR CONDITIONAL PAIN MANAGEMENT CLINIC LICENSE** was approved by the Tennessee Commissioner of Health and signed this 28th day of August, 2019.


 Lisa M. Piercec, MD, MBA, FAAP
 Tennessee Commissioner of Health

APPROVED FOR ENTRY:


 Madhu Yelameli, M.D., Medical Director
 Nashville Pain and Wellness Center, PLLC
 Applicant
 8115 Isabella Lane, Suite 8
 Brentwood, Tennessee 37027

08/01/2019
 DATE


 Andrea Huddleston (B.P.R. # 016155)
 Deputy General Counsel
 Office of General Counsel
 Tennessee Department of Health
 665 Mainstream Drive, 2nd Floor
 Nashville, Tennessee 37243
 (615) 741-1611

8-14-19
 DATE

manner as to promote and protect public health, safety, and welfare in every practicable way, including disciplining pain management clinic applicants who violate the provisions of Tenn. Code Ann. § 63-1-301, *et seq.* or the Rules and Regulations promulgated by the Department and recorded in the Official Compilation Rules and Regulations of the State of Tennessee (hereinafter "Tenn. Comp. R. & Regs.").

Applicant, by his signature to this Order, waives the right to a contested case hearing and any and all rights to judicial review in this matter. Applicant agrees that presentation to and consideration of this Order by the Commissioner of the Department for ratification and all matters divulged during that process shall not constitute unfair disclosure such that the Commissioner of the Department or his designee shall be prejudiced to the extent that requires their disqualification from hearing this matter should this Order not be ratified. Likewise, all matters, admissions, and statements disclosed or exchanged during the attempted ratification process shall not be used against Applicant in any subsequent proceeding unless independently entered into evidence or introduced as admissions.

Applicant expressly waives all further procedural steps and expressly waives all rights to seek judicial review of or to challenge or contest the validity of this Order for Issuance of Conditional Pain Management Clinic License. Applicant understands that by signing this Order, Applicant is allowing the Department to issue its Order without further process. Applicant acknowledges that this document shall be public record and may be reported to the National Practitioner Data Bank and/ or a similar agency. In the event that the Commissioner of the Department rejects this Order for any reason, it will be of no force or effect for either party.

I. STIPULATIONS OF FACT

1. On or about September 24, 2019, Applicant Madhu Yelameli, M.D. filed an application for pain management clinic licensure for an entity identified as Nashville Pain and Wellness Center for a location in Columbia, Tennessee.

2. Applicant Madhu Yelameli, M.D., is both the owner and medical director of this location.

3. In the period of time prior to September 24, 2019, this clinic was owned and operated by a different physician.

4. As required by T.C.A. § 63-1-316, the Department conducted an inspection of the clinic and obtained patient records of patients who were being seen at or near the time of the inspection.

5. That initial inspection along with the patient records were reviewed and reflected some deficiencies, including but not limited to: the documented physical examinations not being appropriate for the charted diagnoses, unclear diagnostic reasoning, patient charts showed minimal evidence of interactions with other physicians, cloning of charts, and poor evidence of the use of alternative therapies.

6. In some charts, Applicant acknowledges that the physical examination appears not to address one of several charted diagnoses but Applicant submits this is because that particular charted diagnosis was mistakenly inserted in the chart and not corrected. Subsequent providers, being familiar with the patient's actual complaints, conducted examinations addressing the actual complaints and not the mistakenly included diagnoses. Applicant stipulates this is a deficiency. Applicant otherwise disagrees with the Department's deficiency findings but

acknowledges that the deficiency stipulated in this paragraph is sufficient for the Department to find Applicant in violation of the statutes and rules governing pain management clinics.

7. While the charts were for patients being seen at the clinic, the vast majority of the charts related to treatment received before Dr. Yelameli became the medical director of the clinic. Thus, the many of the deficiencies existed prior to Dr. Yelameli becoming the owner and medical director of the clinic. However, at the time of the inspection, the deficiencies had not yet been corrected.

8. The Department and Applicant agreed to forestall formal grant of his pain management clinic license until the Department could conduct a reinspection of the clinic, agreeing to extend the previous pain management clinic license until that process was completed. The purpose of this delay was to give the Applicant the opportunity to correct the deficiencies he inherited from the previous owner and medical director.

9. The reinspection occurred, and the Department determined that while the deficiencies identified in the initial inspection had improved, they were still not entirely resolved. The issues that remained unresolved included: "cloning" patient encounter notes, inadequate documentation of review of systems and physical exams relative to the patient's complaints, pain contracts not signed annually, no documentation of discussions of pregnancy risks with relevant patient population, and lack of documentation of counseling after noncompliant drug screens.

10. In a few cases, Applicant acknowledges that the physical examination appears not to address one of several charted diagnoses but Applicant submits this is because that particular charted diagnosis was mistakenly inserted in the chart and not corrected. Applicant submits that subsequent providers, being familiar with the patient's actual complaints, conducted examinations addressing the actual complaints and not the mistakenly included diagnoses.

Applicant stipulates this is a deficiency. Applicant partially disputes the finding that "pain contracts [are] not signed annually." Applicant states that patients do sign pain contracts annually, but Applicant stipulates that physicians sometimes do not sign. Applicant contends that under Tennessee law, the pain contracts are effective against the patients as long as signed by patients, but Applicant stipulates the lack of physician signature is a deficiency. Applicant otherwise disagrees with the Department's deficiency findings but acknowledges that the deficiencies stipulated in this paragraph are sufficient for the Department to find Applicant in violation of the statutes and rules governing pain management clinics.

II. GROUNDS FOR DISCIPLINE

The facts stipulated to in the Stipulations of Fact are sufficient grounds to establish violations of the statutes and rules governing pain management clinics, for which denial and/ or discipline of the pain management clinic license by the Commissioner of Health is authorized as specifically follows:

11. The facts stipulated in paragraphs 1-2 and 4-10 hereinabove constitute violations of Tenn. Code Ann. § 63-1-316 (g)(1)(A): A violation of this part or of the rules promulgated pursuant to this part.

12. The facts stipulated in paragraphs 1-2 and 4-10 hereinabove constitute violations of Tenn. Comp. R. & Reg. 1200-34-01-.10(2) which requires the medical director to ensure that each health care provider working at the clinic maintains complete and accurate medical records of patient consultation, examination, diagnosis, and treatment and include a physical examination.

III. POLICY STATEMENT

It is the mission of the Tennessee Department of Health to protect the health, safety, and

welfare of people living and working in the state of Tennessee.

IV. ORDER

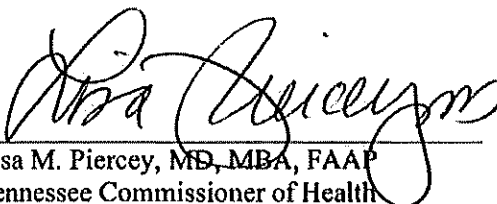
NOW THEREFORE, Applicant, for the purpose of avoiding further administrative action with respect to this cause, agrees to the following:

13. A pain management clinic license shall be conditionally issued to Applicant, retroactive to February 20, 2020, subject to being placed on PROBATION for a period until the renewal of the license.

14. It is acknowledged and understood that this conditional license is subject to additional disciplinary action should the deficient conduct referenced herein continue or additional violations be discovered during any subsequent re-inspection.

* * *

This **ORDER FOR CONDITIONAL PAIN MANAGEMENT CLINIC LICENSE** was approved by the Tennessee Commissioner of Health and signed this 3rd day of August, 2021.


Lisa M. Piercey, MD, MBA, FAAP
Tennessee Commissioner of Health

APPROVED FOR ENTRY:


Madhu Yelamudi, M.D., Medical Director
Nashville Pain and Wellness Center, PLLC
Applicant

06/30/2021
DATE

1040 N. James Campbell Blvd, Suite 108
Columbia, Tennessee 38401



W. Justin Adams (BPR #022433)
Bone, McAllester, Norton, PLLC
Nashville City Center
Suite 1000
511 Union Street
Nashville, Tennessee 37219
(615)238-6300

7/12/2021
DATE



Gerard Dolan
Senior Associate General Counsel
Office of General Counsel
Tennessee Department of Health
665 Mainstream Drive, 2nd Floor
Nashville, Tennessee 37243
(615) 253-2525

7/19/21
DATE

Project Name : Northside Surgery Center

Supplemental Round Name : 1

Certificate No. : CN2510-037

Due Date : 10/13/2025

Submitted Date : 10/6/2025

1. 7A. Type of Ownership of Control

Do any of the owners of the applicant have ownership interests in other ASTCs or pain management clinics in Tennessee?

Response : All owners of the applicant have ownership in Crossroads Surgery Center.

Dr. Schneider has ownership in Spine and Pain Physicians Surgery Center: 1177 Rock Springs Road, Suite 130, Smyrna, TN 37167 (35%)

PhyBus, LLC has ownership in the following:

- Eye Surgery Center of Middle TN (18.7%)
- Grassland Surgery Center (10%)
- Women's Surgical Center of Nashville (10%)

It came to the applicant's attention that the ownership chart submitted as part of Attachment 7A contained an error. A revised ownership chart is included in the attached Attachment 7AR. The rest of the documents in the attachment are the same as tah originally submitted ones.

2. 1E. Overview

Do the applicant's owners currently utilize the building at 1221 Briarville Road as a practice office or as another licensed facility such as a pain management clinic?

If not, where are the applicant's office-based pain management cases being handled?

Is it the intention of the applicant to operate a licensed pain management clinic at the same office?

Who are the other physicians who will be performing procedures at the ASTC?

Response :

The physician owners do not currently utilize 1221 Briarville Road as a practice office or as a licensed pain management clinic.

Those cases are being handled at the offices of 5 physicians at the following locations:

Dr. Nwofia and Dr. Peace (Pain and Spine Consultants)

- Brentwood: 1805 Williamson Court, Brentwood TN 37027
- Lebanon: 1633 West Main Street, Suite 300, Lebanon TN 37087
- Columbia: 2602 Troutwood Avenue, Columbia TN 38401
- Nashville: 210 23rd avenue, Nashville TN 37203

Dr. Schneider and Dr. Golanco (Comprehensive Pain & Neurology Center)

- Clarksville: 1812 Haynes St, Clarksville TN 37043
- Columbia: 1400 Hatcher Lane, Columbia TN 38401
- Dickson: 415 Henslee Drive, Dickson TN 37055
- Franklin: 4601 Carothers Parkway Suite 275, Franklin TN 37067
- Hendersonville: 353 New Shackle Island Rd. Bldg A – Ste 201A Hendersonville, TN 37075
- Hermitage: 3901 Central Pike Suite 257, Hermitage, TN 37076
- Murfreesboro: 2548 Rideout Lane Murfreesboro, TN 37128

Dr. Yelameli

- Spring Hill: 5073 Main Street, Suite 140 Spring Hill, TN 37174
- Dickson: 7105 Ramsey Way Dickson, TN 37055
- Murfreesboro: 625 N Highland Ave, Suite 2A Murfreesboro, TN 37130

Dr. Schneider (Comprehensive Pain and Neurology) intends to open a separate practice in the second suite of 1221 Briarville Road; however, this has not yet occurred. This practice will be independent of the ASTC. It will be a licensed pain management clinic.

Physicians other than the owning physicians (Drs. Nwofia, Schneider, and Yelameli) who will be performing procedures at the ASTC initially are:

- Wesley A. Peace, MD
- Sandra Golanco, MD
- Arthur J. Ulm, MD

3. 2E. Rationale for Approval

It is noted that the service area is based on the number of patients who are projected to move from the office-based setting to the ASTC setting. Which practice office(s) is the applicant basing this historical utilization on? Where are these practices located?

Which physicians have performed procedures in that setting historically?

Are there any new physicians being added to the practice?

Do the physician owners operate out of other practice offices or licensed pain management clinics in Tennessee? Where are these facilities located?

Response : The service area is based on the cumulative case totals of 6 physicians (Drs. Nwofia, Peace, Schneider, Golanco, Yelameli, and Ulm) which are to be moved to the new ASTC. The office-based procedures which are being moved come from 5 of those 6 physicians. Dr. Ulm is not performing the procedures in his office; his cases are being moved from Turner Surgery Center and 2 hospitals (Tri Star Centennial and St. Thomas West). The offices where the 5 physicians performed the office-based procedures are listed below.

Dr. Nwofia and Dr. Peace (Pain and Spine Consultants)

- Brentwood: 1805 Williamson Court, Brentwood TN 37027
- Lebanon: 1633 West Main Street, Suite 300, Lebanon TN 37087
- Columbia: 2602 Troutwood Avenue, Columbia TN 38401
- Nashville: 210 23rd avenue, Nashville TN 37203

Dr. Schneider and Dr. Golanco (Comprehensive Pain & Neurology Center)

- Clarksville: 1812 Haynes St, Clarksville TN 37043

- Columbia: 1400 Hatcher Lane, Columbia TN 38401
- Dickson: 415 Henslee Drive, Dickson TN 37055
- Franklin: 4601 Carothers Parkway Suite 275, Franklin TN 37067
- Hendersonville: 353 New Shackle Island Rd. Bldg A – Ste 201A Hendersonville, TN 37075
- Hermitage: 3901 Central Pike Suite 257, Hermitage, TN 37076
- Murfreesboro: 2548 Rideout Lane Murfreesboro, TN 37128

Dr. Yelameli

- Spring Hill: 5073 Main Street, Suite 140 Spring Hill, TN 37174
- Dickson: 7105 Ramsey Way Dickson, TN 37055
- Murfreesboro: 625 N Highland Ave, Suite 2A Murfreesboro, TN 37130
- Clarksville: 781 Weatherly Drive, Suite C, Clarksville, TN 37043

The above-referenced 5 physicians have performed procedures in their office-based settings.

There are no plans to add any physicians to the practices at this time.

The practice locations where the 5 physicians performed office-based procedures are shown below. Three of those five physicians (Drs. Nwofia, Schneider, and Yelameli) will be owners. All of the offices listed below are licensed Pain Management Clinics.

Dr. Nwofia and Dr. Peace (Pain and Spine Consultants)

- Brentwood: 1805 Williamson Court, Brentwood TN 37027
- Lebanon: 1633 West Main Street, Suite 300, Lebanon TN 37087
- Columbia: 2602 Troutwood Avenue, Columbia TN 38401
- Nashville: 210 23rd avenue, Nashville TN 37203

Dr. Schneider and Dr. Golamco (Comprehensive Pain & Neurology Center)

- Clarksville: 1812 Haynes St, Clarksville TN 37043
- Columbia: 1400 Hatcher Lane, Columbia TN 38401
- Dickson: 415 Henslee Drive, Dickson TN 37055
- Franklin: 4601 Carothers Parkway Suite 275, Franklin TN 37067
- Hendersonville: 353 New Shackle Island Rd. Bldg A – Ste 201A Hendersonville, TN 37075
- Hermitage: 3901 Central Pike Suite 257, Hermitage, TN 37076
- Murfreesboro: 2548 Rideout Lane Murfreesboro, TN 37128

Dr. Yelameli

- Spring Hill: 5073 Main Street, Suite 140 Spring Hill, TN 37174
- Dickson: 7105 Ramsey Way Dickson, TN 37055
- Murfreesboro: 625 N Highland Ave, Suite 2A Murfreesboro, TN 37130
- Clarksville: 781 Weatherly Drive, Suite C, Clarksville, TN 37043

4. 2N. Service Area

Where are the closest ASTC facilities performing pain management procedures located in the service area?

Please break down the number of cases projected in "Other not primary / secondary counties" by county.

Response The ASTCs which perform pain management services which are closest to the Briarville Road site are:

Centennial Surgery Center	345 23rd Ave N Ste 201, Nashville, TN 37203
Baptist Ambulatory Surgery Center	312 21st Ave N Ste 200, Nashville, TN 37203
Saint Thomas Campus Surgicare	4230 Harding Pike Ste 300, Nashville, TN 37205
Saint Thomas Surgery Center Midtown	2004 Hayes St Ste 450, Nashville, TN 37203

A full listing of those counties is attached as Attachment 2N(Supp).

5. 3N. Demographics

The following projections in Attachment 3NB appear to require revision:

Target Population Current Year: Davidson County

TennCare Enrollees: (All Rows)

Response : The corrections have been made and are reflected on Attachment 3NR.

6. 4N. Special Needs of Service Area

How does the projected payor mix for this project differ from the applicant's existing office-based patients?

Does the applicant maintain a charity care policy?

The increased access to anesthesia that will result from the establishment of the ASTC is noted. Will the ASTC increase access to any specific populations in the service area through expanded acceptance of payors, improved geographic access to specific underserved populations, reduced wait times for patients, expanded access for uninsured or underinsured populations, etc.?

Response : The projected payor mix for the ASTC is expected to closely approximate that of the physicians' existing pain management practices, consisting primarily of commercial insurance, Medicare, and TennCare patients. No significant deviation from current payor sources is anticipated.

Northside Surgery Center, LLC will provide charity care. The Center will provide discounts to patients if the patient qualifies through a demonstrated financial hardship. Financial hardship will be determined upon the review of a patient's application. Actual discounts applied are dependent upon patient's income level. Discounts may be for all or a portion of the patient's responsibility.

The establishment of the ASTC will enhance access to anesthesia-supported interventional pain procedures that are currently limited in the office setting. By providing these services in a licensed ambulatory setting, the facility will:

- Reduce wait times for patients requiring sedation or complex procedures;

- Improve access to Medicare and TennCare beneficiaries in the service area;
- Improve geographic access for patients in northern Davidson County and surrounding communities; and
- Provide a safe, cost-effective alternative to hospital-based settings for underinsured or fixed-income populations.

Overall, the ASTC will improve both timeliness and equity of access to interventional pain management services in the region.

7. 5N. Unimplemented services

The following items appear to require revision:

Utilization of ASTCs in the PSA - 2024: % of Utilization Target Met (OR) - Eye Surgery Center of Nashville & Lebanon Surgery Center.

Utilization of ASTCs in the PSA - 2024: % of Utilization Target Met (PR) - Providence Surgery Center

Please revise and replace Attachments 1N (2) and Attachment 1E.

Response : The revisions have been made and are reflected on Attachment 1N(2)R. and Attachment 1ER.

8. 6N. Utilization and/or Occupancy Statistics

How many pain management cases have been served historically from the proposed service area by the physicians that will be performing procedures at the proposed ASTC?

Which types of pain management cases will require an operating room setting vs a procedure room setting? Please identify the top ten case types that will require an OR.

Where are the cases that will be performed in the OR being performed by the applicant currently?

Will the applicant introduce any new procedure types to its patients due to the availability of the OR? Are there specific procedure types that have only been performed in an ASTC or hospital-based OR setting?

How many of the 802 OR cases projected for Year 1 of the projects are for procedure types performed outside of an OR setting in the past by the applicant's owners?

Please detail the number of pain management cases that were performed at Crossroads Surgery Center in Williamson County in past 12 months and how many of those cases are projected to shift to the Madison ASTC vs remain in Williamson County?

Response : The 6 physicians performed 2,682 such cases in 2024.

These are procedures that are more invasive, require general anesthesia, sterile surgical conditions, or implantation of hardware:

1. Permanent Spinal Cord Stimulator (SCS) Implants – placement of leads and generator.
2. SI Joint Fusions (Arthrodesis) – invasive fusion procedure for sacroiliac joint pain.
3. Intrathecal Pain Pump Implants – placement of programmable pumps for drug delivery.
4. Peripheral Nerve Stimulator Implants – for chronic neuropathic pain.
5. Revision of Previously Implanted Devices – e.g., replacing SCS leads or pumps.
6. Complex Spinal Decompression or Microdiscectomy for Pain Management – if performed primarily for pain control.

Mostly at Turner Surgery Center, and a few at Centennial Medical Center and St. Thomas West Medical Center.

No new procedure types are expected to be introduced at this time. The primary impact of the OR will be to improve access for existing procedures that require an operating room setting, allowing patients in the North Nashville service area to receive care closer to home. This will reduce travel times for patients who currently must travel to other facilities for these procedures.

Yes. The procedures that have historically only been performed in an ASTC or hospital-based OR include:

- Permanent Spinal Cord Stimulator (SCS) Implants
- Intrathecal Pain Pump Implants
- SI Joint Fusions (Arthrodesis)
- Peripheral Nerve Stimulator Implants
- Revisions or replacements of existing implantable devices

These procedures require sterile surgical conditions and anesthesia, making them unsuitable for office-based settings.

There are two categories of cases included in the 802 projected OR cases: (1) cases which are clinically required to be performed in an OR setting. There are 71 of these cases included in the 802 OR cases projected; (2) cases which can be performed in a PR or an OR (the type of room in which the procedures are performed has no impact on patient charges). There are 731 cases included in the 802 OR cases projection. These were allocated to the OR in order to relieve some of the very high utilization (far above the optimal utilization threshold) of the PR which would be the case if all of these 731 cases were included in the PR projections. These cases may or may not actually be performed in the OR, but the OR would be available for these cases if needed, especially at peak demand times. Therefore, for planning purposes these case were allocated to the OR.

Over the past 12 months, the applicant's owners performed 2,310 pain management cases at Crossroads Surgery Center in Williamson County.

With the opening of the Madison ASTC:

- 422 cases are projected to shift to the Madison ASTC, primarily to improve geographic access for patients in North Nashville.
- The remaining cases are expected to continue at Crossroads Surgery Center based on patient preference and physician scheduling.

9. 7N. Outstanding CoN

Please provide a status update on the outstanding CONs listed.

Response : Women's Surgical Center of Nashville, CN2502-005A: Construction plans have been submitted to the Department of Health for review and approval.

Grassland Surgery Center, CN2103-011A: A Certificate of Occupancy has been issued. Final pre-inspection preparations are being performed, such as moving in equipment, and the contractor is working through a punch list of items to finish up. Once those activities are completed the owner will notify the HFC Licensure / Survey and Certification Division that the facility is ready for final inspection. This is expected to occur in early November 2025.

10. 2C. Insurance Plans

Are there any major commercial payors that the applicant will not accept?

Response : No, there are no major commercial payors that the applicant will not accept.

11. 3C. Effects of Competition and/or Duplication

Please compare the type of pain management cases, and specifically those that are projected to be performed in the OR setting, to the other ASTCs in the service area that perform a large number of OR-based cases - Tennessee Pain Surgery Center, and Premiere Orthopedic Surgery Center.

Are there any known differences between the types of procedures proposed to be performed by the applicant, and those provided at the other existing ASTCs in the service area?

Response : The procedures that have historically only been performed in an ASTC or hospital-based OR include:

- Permanent Spinal Cord Stimulator (SCS) Implants
- Intrathecal Pain Pump Implants
- SI Joint Fusions (Arthrodesis)
- Peripheral Nerve Stimulator Implants
- Revisions or replacements of existing implantable devices

These procedures require sterile surgical conditions and anesthesia, making them unsuitable for office-based settings.

It is believed and assumed these same types of procedures are performed in the ORs of the ASTCs which perform a high number of pain management cases. However, the applicant does not have access to the case mix of those ASTCs and therefore cannot say definitely one way or the other.

12. 4C. Accessibility to Human Resources

Please describe the clinical leadership of the facility, and whether professional staff will be newly hired or will carry-over from an existing operation at the proposed site.

Please identify the 6 physicians that will perform at the proposed facility.

Where do they operate currently?

What other ASTCs has the applicant's owners successfully obtained licensure and accreditation for in Tennessee? Are any of those ASTCs single-specialty pain management facilities?

Response : The clinical leadership of the proposed ASTC will be overseen by the physician owners who are actively involved in procedural care. Staffing will consist primarily of new hires. Clinical staff will be trained and credentialed according to state and accrediting body standards to ensure quality patient care. The center will be managed operationally by PhyBus, LLC which will oversee day-to-day administration, staffing coordination, financial management, and regulatory compliance, ensuring efficient and high-quality operations in alignment with the physicians' clinical objectives.

The staff for the proposed new ASTC will be primarily new hires.

The six physicians scheduled to initially perform procedures at the proposed facility are:

1. Dr. John Schneider
2. Dr. John Nwofia
3. Dr. Madhu Yelameli
4. Dr. Arthur Ulm
5. Dr. Sandra Golanco
6. Dr. Wesley Peace

The physicians operate out of multiple practice locations throughout Middle Tennessee. The exact locations are:

Dr. Nwofia and Dr. Peace (Pain and Spine Consultants)

- Brentwood: 1805 Williamson Court, Brentwood TN 37027
- Lebanon: 1633 West Main Street, Suite 300, Lebanon TN 37087
- Columbia: 2602 Troutwood Avenue, Columbia TN 38401
- Nashville: 210 23rd avenue, Nashville TN 37203

Dr. Schneider and Dr. Golanco (Comprehensive Pain & Neurology Center)

- Clarksville: 1812 Haynes St, Clarksville TN 37043
- Columbia: 1400 Hatcher Lane, Columbia TN 38401
- Dickson: 415 Henslee Drive, Dickson TN 37055
- Franklin: 4601 Carothers Parkway Suite 275, Franklin TN 37067
- Hendersonville: 353 New Shackle Island Rd. Bldg A – Ste 201A Hendersonville, TN 37075
- Hermitage: 3901 Central Pike Suite 257, Hermitage, TN 37076
- Murfreesboro: 2548 Rideout Lane Murfreesboro, TN 37128

Dr. Yelameli

- Spring Hill: 5073 Main Street, Suite 140 Spring Hill, TN 37174
- Dickson: 7105 Ramsey Way Dickson, TN 37055
- Murfreesboro: 625 N Highland Ave, Suite 2A Murfreesboro, TN 37130
- Clarksville: 781 Weatherly Drive, Suite C, Clarksville, TN 37043

Dr. Ulm (Nashville Neurosurgery Associates)

- Nashville: 330 22nd Avenue North, Nashville, TN 37203
- Gallatin: 300 Steam Plant Rd, Suite 400, Gallatin, TN 37066
- Lebanon: 1407 W Baddour Pkwy., Lebanon, TN 37087

PhyBus, LLC (10% owner of the applicant) currently manages, and was involved in the start-up of, the following ASTCs in Tennessee:

Crossroads Surgery Center, LLC

Spine and Pain Physicians Surgery Center, LLC

Oral Facial Surgery Center, LLC dba Tennessee Surgery Center

Eye Surgery Center of Middle Tennessee, LLC

The founder and President/CEO of PhyBus, Rodney Lunn, estimates he has participated in the start-up, management, and/or ownership of 29 ASTCs in Tennessee during his career.

13. 5C. License/Certification

Please provide a more detailed response to Item 5C addressing regulations concerning clinical leadership, physician supervision, quality assurance policies and programs, utilization review policies and programs, record keeping, clinical staffing requirements, and staff education.

Response : The Northside Surgery Center will be licensed as a specialty Ambulatory Surgical Treatment Center limited to pain management procedures.

With the adherence to the Center's adopted policy and procedure manuals and medical staff bylaws, the Center will meet the requirements of State Licensure, CMS and an accreditation organization (AAAHHC). PhyBus currently operates four ASTC's in the Nashville area, two of which are single specialty centers dedicated to pain management, and as a result is familiar with recruiting healthcare professionals in the area.

The clinical leadership of the proposed ASTC will be overseen by the physician owners who are actively involved in procedural care. Staffing will consist primarily of new hires. Clinical staff will be trained and credentialed according to state and accrediting body standards to ensure quality patient care. The center will be managed operationally by PhyBus, LLC which will oversee day-to-day administration, staffing coordination, financial management, and regulatory compliance, ensuring efficient and high-quality operations in alignment with the physicians' clinical objectives.

14. 8C. Proposed Charges

Please compare the costs to payors and patients between the procedures currently performed in a physician's office setting, vs the ASTC setting.

Are the CPT code procedures listed the most common types expected to be performed? If not, please identify the most common procedure types for comparison.

Response : Please see the table below:

CPT Codes	Description	Physician Office Medicare Payment	ASTC Avg. Medicare Rate
64493	Facet/Medial Branch Block	\$96.92	\$455.23
64633	Radiofrequency Ablation	\$ 470.34	\$880.96
62323	Epidural Steroid Injection	\$176.61	\$354.08
60260	SI Joint Injection	N/A	\$354.08
62321	Cervical Epidural Steroid Injection	\$179.89	\$354.08
64483	Lumbar Epidural Steroid Injection	\$169.45	\$455.23
27279	SI Fusion	N/A	\$14,555.11
63685	Permanent Stimulator	N/A	\$25,032.31
63650	Trial Stimulator	N/A	\$4,842.56

Yes, these are the procedures expected to be the most commonly performed, except for CPT codes 27279, 63685, and 63650. These latter procedures are ones which are normally performed in an OR setting, and are included to present a more complete picture of the charge structure,

15. 7Q. Legal Judgements

It appears that Dr. Yelameli was subject to previous disciplinary actions and is a 10% owner of the proposed facility.

<https://internet.health.tn.gov/FacilityListings/Home/Disciplines?proCode=3333&LicNum=00000846>

<https://internet.health.tn.gov/FacilityListings/Home/Disciplines?proCode=3333&LicNum=00000873>

Please identify, explain, and provide documentation addressing these actions in response to Item 7Q.

Response : Nashville Pain and Wellness Center (Nashville), Nashville Pain and Wellness Center (Columbia), and Dr. Yelameli as the Medical Director of each clinic, were parties to two Agreed Orders for Issuance of Conditional Pain Management licenses. Both were based on record keeping deficiencies found during license renewal surveys, and none involved any patient harm.

In each case Dr. Yelameli and the TDOH agreed to the issuance of a Conditional License, conditioned on Dr. Yelameli correcting the deficiencies as verified by a follow-up survey, and paying \$1,000 to cover the costs of the re-inspection. The Agreed Orders also included a public “Reprimand.” After the deficiencies were corrected the TDOH issued an unconditional license to each clinic. Below is a short summary of additional details of each Agreed Order:

Agreed Order #1, dated August 28, 2019. The deficiencies found were: “some of the charts lacked co-signature by the supervising physician, and logs were not maintained for IV and controlled medications administered during procedures.”

Agreed Order #2, dated August 3, 2021. The deficiencies found were: “patient records were reviewed and reflected some deficiencies, including but not limited to: the documented physical examinations not being appropriate for the charted diagnoses, unclear diagnostic reasoning, patient charts showed minimal evidence of interactions with other physicians, cloning of charts, and poor evidence of the use of alternative therapies.”

Copies of the Agreed Orders are attached as Attachment 7Q.

16. 1N. Criteria and Standards

Attachment 1N, ASTC Criteria and Standards, Criterion #1 Need

Please detail the methodology used in developing the projections, specifically for the OR projections given the presumed performance of many of these procedures in an office-based setting in the past.

Response : The projected number of procedures were based on 2024 case volumes of the 6 physicians, with an assumption that all Crossroads patients residing in North Nashville, and practice patients from Hendersonville, Clarksville, Hermitage, and Lebanon with ASC-eligible procedures, would transition to the proposed new ASTC.

There are two categories of cases included in the 802 projected OR cases: (1) cases which are clinically required to be performed in an OR setting. There are 71 of these cases included in the 802 OR cases projected; (2) cases which can be performed in a PR or an OR (the type of room in which the procedures are performed has no impact on patient charges). There are 731 cases included in the 802 OR cases projection. These were allocated to the OR in order to relieve some of the very high utilization (far above the optimal utilization threshold) of the PR which would be the case if all of these 731 cases were included in the PR projections. These cases may or may not actually be performed in the OR, but the OR would be available for these cases if needed, especially at peak demand times. Therefore, for planning purposes these cases were allocated to the OR.

17. 1N. Criteria and Standards

Attachment 1N, ASTC Criteria and Standards, Criterion #5 Need, Economic Efficiencies

Please detail the historical utilization of the ASTCs performing pain management procedures in the service area, for the 15 ASTCs reporting at least 1 procedure and the 3 single-specialty pain management ASTCs in the service area.

How many operated at 70% or above?

Response : Attached as Attachment 1N(4) is a table showing the 2024 utilization of all ASTCs that reported PM cases in the 2024 JARs. To summarize:

- 21,087 PM cases were reported as having been performed in the 15 ASTCs reporting PM cases.
- Of those, 14.7% were performed in an OR, and 85.3% were performed in a PR.
- The average number of PM cases per OR was 762. The average number of PM cases per PR was 1,098.
- PSA-wide, ASTCs performing PM cases reached 86.2% of the optimal utilization threshold for ORs, and 58.8% of the optimal utilization threshold for PRs.
- 5 of the 15 ASTCs reached the 70% optimal utilization threshold for ORs.
- 1 of the 15 ASTCs reached the 70% optimal utilization threshold for PRs.