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HEALTH FACILITIES COMMISSION
JANUARY 28, 2026
APPLICATION REVIEW

NAME OF PROJECT: Heart and Soul Hospice, LLC

PROJECT NUMBER: CN2511-041

ADDRESS: 51 Century Boulevard, Suite 110
Nashville (Davidson County), TN 37214

LEGAL OWNER: Heart and Soul Hospice, LLC
51 Century Boulevard, Suite 110
Nashville (Davidson County), TN 37214

OPERATING ENTITY: N/A

CONTACT PERSON: Kim Harvey Looney, Attorney
K&L Gates LLP
(615) 780-6727

DATE FILED: December 1, 2025

PROJECT COST: \$48,000

PURPOSE FOR FILING: The initiation of in-home hospice services.

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

PROJECT DESCRIPTION:

This application is for the initiation of hospice services in Cannon, Clay, Cumberland, DeKalb, Fentress, Jackson, Macon, Overton, Pickett, Putnam, Smith, Trousdale, and White Counties to its existing 6-county service area under license #624. The principal office location of the applicant is 402 BNA Drive, Suite 305, Nashville (Davidson County), Tennessee 37217.

Executive Summary

- If approved, the proposed project will begin providing services in the proposed thirteen-county service area in March 2026.
- The applicant is proposing to add thirteen counties in addition to the six where it is currently licensed in Middle Tennessee as Heart and Soul Hospice, LLC (license #624) certified in Davidson, Robertson, Rutherford, Sumner Williamson and Wilson Counties.
- The applicant's owners share common ownership in and operational oversight of a separate entity, Heart n Soul Hospice Memphis (license #631) licensed in Fayette, Shelby and Tipton Couties. Those owners are David Turner, Andre L. Lee and Reverand Sandy McClain, and Tracy Wood.
- The applicant also operates hospice agencies in Seattle, Washington, and Tallahassee, Florida.
- There are 19 hospice agencies currently licensed in the proposed service area.
- The applicant states that it will hire dedicated community educators who will be solely focused on this region and will use guided tools to engage with diverse populations in the area. The applicant will conduct in-service presentations and workshops at referral care settings, establish relationships with discharge planners, collaborate with public hearth nursing agencies and partner with faith-based organizations, community centers, and advocacy groups serving the target population to address specific cultural, linguistic, and informational needs about hospice.
- The applicant will partner with Healthcare First to monitor and analyze its quality assurance and performance improvement program.
- The applicant will offer all four levels of hospice care: Routine Home Care, General Inpatient Care, Continuous Home Care, and Respite Care.
- Please see application Item 1E. on Page 6 for the applicant's executive summary overview that includes project description, ownership, service area, existing similar service providers, project cost, and staffing.

Consent Calendar: Yes No

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

Facility Information

- The existing home office for the applicant is located at 402 BNA Drive, Suite 305, Nashville (Davidson County), TN 37217. No patient care will be provided on the premises.
- The project site is currently being leased from the landlord, CCP Property Owner Nashville I, LLC, to Heart and Soul Hospice LLC. See Attachments 9A Lease Agreement and 10.A. Floor Plan.

Ownership

The applicant is owned by Heart and Soul Hospice, LLC, a for profit corporation. The existing ownership structure of the applicant consists of four owners: Tracy Wood (40%), David Turner (40%), Andre Lee (10%), and Sandy McClain (10%).

Project Cost Chart

- The total project cost is \$48,000. Of this amount, the highest line-item costs of the project are Legal, Administrative and Consultant Costs (\$45,000).
- For additional information, please refer to the Project Cost Chart on Page 9 of the original application.

NEED

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

- The cumulative need for the thirteen-county service area as demonstrated by the state need formula is 277 patients.
- Three of the proposed service area counties show a surplus according to the need formula, Dekalb, Smith and Trousdale Counties.
- The proposed expansion counties are located adjacent to the applicant's existing service area.
- Many of the service area counties are largely rural and the applicant states that it has successfully implemented hospice programs in rural areas specifically in Fayette and Tipton County, TN as well as an out of state entity in the Tallahassee, FL area.

(For applicant discussion, see the Application, Item 2.E., Pages 7-8.)

SERVICE SPECIFIC CRITERIA AND STANDARD REVIEW

Hospice Services:

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

- Did not meet the standard of #18. **Assessment Period: After approval by the HSDA of a hospice services CON application, no new hospice services CON application – whether for the initiation of services or for the expansion of services – should be considered for any county that is added to or becomes part of a Service Area until JAR data for hospice services can be analyzed and assessed by the Division to determine the impact of the approval of the CON.”**
The applicant proposes to initiate hospice services in a thirteen-county service area – which includes two counties Cumberland County and Putnam County that overlap with a recently approved hospice Certificate of Need - CN2408-022A, Quality Hospice. Quality

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Hospice (State ID 25604) has not yet reported data to the Joint Annual Report for Cumberland County or Putnam County. Therefore, it appears that this Criterion has not been met with respect to CN2408-022A – Quality Hospice in Cumberland and Putnam Counties.

Please see attached for a full listing of the criteria and standards and the applicant's responses.

Service Area Demographics

- The proposed service area consists of Cannon, Clay, Cumberland, DeKalb, Fentress, Jackson, Macon, Overton, Pickett, Putnam, Smith, Trousdale, and White Counties. (see Attachment 2N for a county level map).
- The target population is the adult population age 55 and older. (See Attachment 3NB for more demographic details.)

County	2025 Population	2029 Population	2025 Population 55+	2029 Population 55+	% Change 55+	Median Household Income	% of Persons Below Poverty Level	TennCare %
Cannon	15,286	15,550	5,368	5,627	4.82%	\$58,092	16.5%	19.3%
Clay	7,662	7,648	3,327	3,407	2.40%	\$44,712	21.7%	24.4%
Cumberland	65,090	67,235	32,430	34,000	4.84%	\$58,475	13.4%	18.8%
DeKalb	21,596	22,109	7,681	8,035	4.61%	\$48,484	21.4%	23.8%
Fentress	19,073	19,170	7,692	7,932	3.12%	\$50,865	20.9%	29.6%
Jackson	12,092	12,193	5,151	5,329	3.46%	\$41,475	20.7%	22.9%
Macon	26,190	27,209	8,051	8,502	5.60%	\$56,269	15.2%	25.2%
Overton	23,203	23,597	8,502	8,813	3.66%	\$46,159	8.51%	21.1%
Pickett	4,972	4,886	2,336	2,384	2.05%	\$44,591	25.8%	22.4%
Putnam	85,705	89,245	26,097	27,708	6.18%	\$56,368	19.6%	21.4%
Smith	20,871	21,233	7,021	7,329	4.39%	\$62,799	13.3%	19.8%
Trousdale	11,912	12,211	3,000	3,211	7.03%	\$63,190	10.3%	17.4%
White	28,806	29,560	10,582	11,059	4.51%	\$52,206	14.8%	24.1%
Service Area Total	342,458	351,846	127,238	133,336	4.79%	\$52,591	16.4%	21.8%
Tennessee Total	7,179,307	7,380,696	2,248,128	2,352,051	4.62%	\$67,631	13.4%	19.6%

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. 2025-2034

- The proposed service area projects a 4-year growth rate (2025-2029) among residents age 55+ and over (4.79%) which is higher than the statewide rate of (4.62%).
- The latest 2025 percentage of (21.8%) of service area residents enrolled in the TennCare program is higher than the (19.6%) statewide average. Of the thirteen proposed service area counties, only three: Trousdale County (17.4%); Cumberland County (18.8%), and Cannon County (19.3%) have a TennCare program enrollment rate below the statewide average.
- The applicant states that its service area has been defined based on “geographic continuity to enable efficient operations and staffing coverage, capacity to respond

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quickly to patient needs across a large rural footprint, presence of underserved pockets within higher-penetration counties where disparities persist despite overall averages, and strategic alignment with our mission to serve all rural areas that can benefit from culturally competent and compassionate care and access to key referral sources.”

Service Area- Historical Utilization (In-Home Hospice Agencies)

- Utilization for the (19) licensed in-home hospice agencies which reported serving patients in the service area from 2022-2024 is detailed in the table below:

Utilization of Service Area In-Home Hospice Agencies 2022-2024

Hospice Agency	State ID	2022	2023	2024	Total Patients 2022-2024	% Change 2022-2024
Alive Hospice	19624	50	69	47	166	-6.00%
All Care Plus d/b/a Quality Hospice	25604	130	164	150	444	15.38%
Amedisys Hospice	19674	0	0	0	0	0.00%
Amedisys Hospice Care	19604	43	9	23	75	-46.51%
Amedisys Hospice an Adventa Company	47602	46	44	87	177	89.13%
Avalon Hospice	19694	523	533	761	1,817	45.51%
Aveanna Hospice	94604	3	9	20	32	566.67%
Caris Healthcare	74624	6	5	1	12	-83.33%
Caris Healthcare	95624	537	452	304	1,293	-43.39%
Covenant Homecare	47632	0	0	0	0	0.00%
Cumberland House Residential Hospice	18614	106	92	83	281	-21.70%
Highpoint Hospice (TN In Home Partners II, LLC)	83614	70	77	59	206	-15.71%
Home Health Care of East Tennessee, Inc.	06613	0	0	2	2	NA
Hospice Compassus - The Highland Rim	16604	18	24	31	73	72.22%
Hospice of Chattanooga Inc.	33613	72	1	214	287	197.22%
Hospice of Cumberland County	18604	164	185	164	513	0.00%
Kindred Hospice	19684	0	0	0	0	0.00%
Kindred Hospice	71604	330	385	405	1,120	22.73%
Univ. of TN Med.Ctr Home Health/Hospice Service	32603	0	0	0	0	0.00%
TOTAL		2,083	2,044	2,337	6,464	12.19%

Source: CN2511-041, Application, Attachment 5N

- From 2022-2024 five hospice agencies represented (80.2%) of the total volume of hospice patients residing in the service area.
- The five highest volume providers were Avalon Hospice – ID 19694 (1,817 patients served – 28.1% of total patients from the service area); Caris Healthcare – ID 95624 (1,293 patients served – 20.0% of total patients from the service area); Kindred Hospice – ID 71604 (1,120 patients served – 17.3% of total patients from the service area); Hospice of Cumberland County – ID 18604 (513 patients served – 7.9% of total patients from the service area); and All Care Plus dba Quality Hospice – ID 25604 (444 patients served – 6.9% of total patients from the service area).
- The number of patients receiving hospice services has increased by (12.2%) from 2022-2024.

Applicant's Historical and Projected Utilization

The applicant's historical utilization and projected hospice utilization is detailed in the tables below:

Historical Utilization - Heart and Soul Hospice, LLC

Service Area County	Historical Utilization Year 1 (2024)	Total Patients %
Davidson	218	75.7%
Williamson	29	10.1%
Rutherford	16	5.5%
Sumner	11	3.8%
Wilson	8	2.8%
Robertson	6	2.1%
Total	288	100%

Source: CN2511-041, Application, Page 11

- The applicant projects that (85.8%) of patient historical utilization originated from a combination of Davidson County (75.7%), and Williamson County (10.1%).

Projected Utilization - Heart and Soul Hospice, LLC

Service Area County	Projected Utilization Year 1 (2026)	Total Patients %
Cumberland	28	22.95%
Macon	24	19.67%
Putnam	14	11.48%
Fentress	14	11.48%
Cannon	10	8.20%
White	10	8.20%
Jackson	7	5.74%
Clay	6	4.92%
Pickett	3	2.46%
Overton	3	2.46%
DeKalb	1	0.82%
Smith	1	0.82%
Trousdale	1	0.82%
Total	122	100%

Source: CN2511-041, Application, Page 11

- The applicant projects that (82.0%) of patient utilization will originate from a combination of Cumberland County (22.95%), followed by Macon County (19.67%); Putnam County (11.48%); Fentress County (11.48%); Cannon County (8.20%); and White County (8.20%).

CONSUMER ADVANTAGE ATTRIBUTED TO COMPETITION

The applicant identifies a range of strategies which it states may be unique among providers in the service area including the following as listed in response to Supplemental #1, Question #5, Pages 3 - 5.

- The applicant states that it offers disease specific programs, 24/7 telehealth, and a rural program.
- The availability of hospice aide services seven days per week.
- The ability to provide continuous care services.
- Community education including advanced directive workshops
- A transition program serving patients release from a hospital or skilled nursing facility setting into hospice care.
- Higher frequency nursing visits expanded social work and chaplaincy support, grief support programs for family members of patients, including specialized programming for children and veterans.

Charges

- The applicants' proposed charges are listed on page 21. The applicant's unit of measure for calculating charge information is patients.

	Historical Data Chart		Projected Data Chart	
	Year 1	Year 2	Year 1	Year 2
Gross Charges	\$8,392.12	\$15,229.51	\$6,617.47	\$6,422.38
Deduction from Revenue	\$1,720.39	\$3,169.96	\$231.61	\$224.78
Average Net Charges	\$6,671.73	\$12,059.55	\$6,385.86	\$6,197.60

Source: CN2511-041, Application, Page 21

- The applicant projects that its Average Net Charges will decrease from \$6,386 per patient in Year 1 (2026) to \$6,198 per patient in Year 2 (2027).

**2024 Comparison of Licensed Hospice Agencies in the Project Service Area
Net Charge/Patient Day**

Hospice Agency	State ID	2024 Patient Days	2024 Net Revenue	Net Charge (Net Revenue/Patient Days)
Hospice Compassus- The Highland Rim	16604	101,305	\$19,061,526	\$188
Alive Hospice	19624	142,350	\$24,766,940	\$174
All Care Plus dba Quality Hospice	25604	18,784	\$3,302,583	\$176
*Avalon Hospice	19694	667,639	\$66,938,991	\$100
**Kindred Hospice	19684	9,740	\$724,643	\$74
***Kindred Hospice	71604	24,519	\$2,407,667	\$98
Amedisys Hospice an Adventa Company	47602	405,687	\$38,628,189	\$95
Hospice of Cumberland County	18604	7,325	\$1,154,073	\$158
Covenant Homecare	47632	45,981	\$7,606,973	\$165
Univ. of TN Med. Ctr Home Health/Hospice Service	32603	73,907	\$9,330,940	\$126
Caris Healthcare	74624	18,437	\$2,881,475	\$156
Highpoint Hospice (TN In Home Partners II, LLC)	83614	44,591	\$4,794,868	\$108
Aveanna Hospice	94604	67,549	\$11,356,823	\$168
Home Health Care of East Tennessee, Inc.	06613	60,301	\$10,974,828	\$182
Amedisys Hospice Care Nashville	19604	15,207	\$1,274,768	\$84
Caris Healthcare LP Murfreesboro	75624	50,181	\$7,479,573	\$149
Hospice of Chattanooga Inc	33613	196,801	\$40,092,154	\$204
Heart and Soul Hospice, LLC	19744	22,989	\$3,877,584	\$169
Total		1,950,304	\$252,777,014	\$130

Source: CN2511-041, Application, Attachment 9C

- The applicant's projected Net Revenue per Patient Day for Routine Home Care in Year One is higher (\$169) than all but five other providers in the service area based upon the 2024 JAR data and below the average rate of all service area providers (\$130). See Attachment 9C for the above referenced tables.

2024 Comparison of Medicare per Diem Rates by Level of Hospice Care

Hospice Agency	State ID	Routine Hospice Care	Continuous Hospice Care	General Inpatient	Respite Care
Hospice Compassus- The Highland Rim	16604	\$218	\$1,565	\$1,145	\$508
Alive Hospice	19624	\$193	\$1,368	\$1,016	\$452
All Care Plus dba Quality Hospice	25604	\$190	\$1,330	\$1,000	\$446
*Avalon Hospice	19694	\$193	\$1,368	\$1,016	\$452
**Kindred Hospice	19684	\$201	\$1,422	\$1,057	\$470
***Kindred Hospice	71604	\$183	\$1,296	\$970	\$432
Amedisys Hospice an Adventa Company	47602	\$154	\$500	\$1,000	\$419
Hospice of Cumberland County	18604	\$190	\$1,330	\$1,000	\$446
Covenant Homecare	47632	\$190	\$1,330	\$1,000	\$446
Univ. of TN Med. Ctr Home Health/Hospice Service	32603	\$159	\$500	\$1,000	\$431
Caris Healthcare	74624	\$201	\$1,422	\$1,057	\$470
Highpoint Hospice (TN In Home Partners II, LLC)	83614	\$170	\$500	\$847	\$423
Aveanna Hospice	94604	\$153	\$1,422	\$1,024	\$453
Home Health Care of East Tennessee, Inc.	06613	\$190	\$1,330	\$999	\$446
Amedisys Hospice Care Nashville	19604	\$168	\$500	\$959	\$443
Caris Healthcare LP Murfreesboro	75624	\$201	\$1,422	\$1,057	\$470
Hospice of Chattanooga Inc	33613	\$197	\$1,382	\$1,037	\$462
Heart and Soul Hospice, LLC	19744	\$201	\$1,422	\$1,057	\$470
Total		\$185	\$1,176	\$1,011	\$451

Source: CN2511-041, Application, Attachment 9C, JAR 2024 - Schedule D

- The applicants' reported Medicare Per Diem Rates for Routine Home Care in Year One are higher (\$201) than reported per diem average of other area providers in 2024 (\$185). See Attachment 9C of the application for the above reference tables.

Project Payor Mix

	Percentage of Gross Operating Revenue						
	Medicare	Medicaid	Commercial	Self-Pay	Other	Total	Charity Care
Year 1	82.5%	13.5%	3.0%	1.0%	0.0%	100%	1.0%

Source: CN2511-041, Application, Page 22

- Please refer to Item 10C. in the Consumer Advantage section of the application for specific Payor Mix information.
- A full list of in-network payors is included in response to Item 2.C. on pages 16-17 of the application.
- The applicant states that it intends to contract with three Managed Care Organizations (MCOs) serving the area including Wellpoint, BlueCare, and UnitedHealthcare Community Plan. TennCare Select is not included by the applicant.

Agreements

- The applicant does not list any proposed transfer agreements.

Staffing

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

	Year One
Direct Patient Care Positions	12.25
Non-Patient Care Positions	3.75
Contractual Staff	0.0
Total	16.0

Source: CN2511-041, Application, Page 26.

- Direct Care positions in Year One of the project include the following: Hospice Aide/Homemaker (4.0 FTEs); Nurse, RN Patient Care Manager (4.0 FTEs); Social Worker (1.25 FTE); LPN/Health Coordinator (0.75 FTE); Clinical Director / Assistant Director (0.5 FTE); Medical Director (0.25 FTE); Nurse Practitioner (0.25); Chaplain (0.75 FTE); and Bereavement Coordinator (0.5 FTE).
- Non-Patient Care positions include the following: Office Manager (1.0 FTE); Administrator (1.0 FTE); Receptionist (1.0 FTE); Volunteer Coordinator (0.5 FTE); and Nutritionist / Dietician (0.25 FTE).
- The applicant states that it will develop its recruitment strategy through a multi-pronged approach which includes developing partnerships with local educational institutions, hosting community-based hiring events at churches, community centers, local gathering places, and through online recruitment and use of job boards, social media, and professional nursing networks.
- The applicant states that it has successfully staffed a service area of 8 counties around the Tallahassee, FL region, which is comparable in size to the service area proposed for this project.
- The applicant states that it does not anticipate needing to use contracted specialists, but it has the staffing networks necessary should it become necessary.
- Please refer to Item 8Q. on Page 26 and Attachment 1N, Criterion 1, Pages 4 - 6 of the application for additional details regarding project staffing.

QUALITY STANDARDS

- The applicant commits to maintaining the following:

Licensure	Certification	Accreditation
Health Facilities Commission	Medicare/TennCare	Community Health Accreditation Partner (CHAP)

Source: CN2511-041, Application, Page 24.

- The applicant will apply for Licensure through the Health Facilities Commission, and will maintain Certification through Medicare and TennCare, and accreditation through Community Health Accreditation Partner (CHAP).
- The applicant states that it utilizes the services of HealthCare First which is a provider of data analytics, clinical quality reporting, financial management tools, and patient satisfaction survey services for home health and hospice agencies.
- The applicant states that it will implement a community education plan targeting outreach to primary care providers, home health agencies, community-based organizations, churches, senior centers, community groups, federally qualified health centers, hospitals and emergency departments, and caregiver networks.
- The Applicant states that it will meet State, Federal and National Association for Home Care and Hospice (NAHC) and Community Health Accreditation Partner (CHAP) requirements and guidelines.

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 Agency 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, or outstanding applications on file for this applicant.

Denied Applications

Project Name	Heart N Soul Hospice of East Tennessee Corp., CN2507-027
Project Cost	\$220,000
Denied Date	October 22, 2025
Description	The establishment of a hospice agency and the initiation of hospice services in Bledsoe, Bradley, Coffee, Franklin, Grundy, Hamilton, Marion, McMinn, Monroe, Sequatchie, Van Buren and Warren Counties. The address of the project will be 200 Martin Luther King Boulevard, Suite 1000, Chattanooga, Hamilton County, Tennessee, 37401. The applicant is owned Heart N Soul Hospice of East Tennessee Corp. The existing ownership structure of the Applicant consists of four owners: Tracy Wood (45%), David Turner (35%), Andre Lee (10%), and Sandy McClain (10%).
Reason for Denial	Project did not satisfy the need standard.

Pending Applications

Project Name	Heart N Soul Hospice Memphis, CN2511-043
Project Cost	\$48,000
Meeting Date	February 25, 2026
Description	The initiation of hospice services in Chester, Crockett, Dyer, Hardeman, Haywood, Lake, Lauderdale and Madison Counties to its service area (License #631). The address of the project will be 1255 Lynnfield Road, Memphis, Shelby County, Tennessee, 38119. The applicant is owned by Heart N Soul Hospice of Memphis LLC.

CERTIFICATE OF NEED INFORMATION FOR OTHER SERVICE AREA FACILITIES:

There are no other denied applications or pending applications for other health care organizations in the service area proposing this type of service.

Letters of Intent

Project Name	Hospice of Chattanooga Holdings, LLC
Project Cost	\$563,000
Meeting Date	February 25, 2026
Description	Initiate and expand hospice services from the existing licensed counties of Bledsoe, Bradley, Cannon, Clay, Cumberland, DeKalb, Fentress, Grundy, Hamilton, Jackson, Marion, McMinn, Meigs, Overton, Pickett, Polk, Putnam, Rhea, Scott, Sequatchie and White Counties (License No. 393), to expand and initiate the provision of hospice services in the following counties: Coffee, Macon, Van Buren and Warren. The hospice service will be self-managed and headquartered at its principal office location at 2030 Hamilton Place Blvd., Suite 220, Chattanooga, TN 37421. If approved, the applicant will service the additional counties from its branch office in Putnam County, located at 135/137 W 2nd Street, Cookeville, TN 38501 (Putnam County). The address of the project will be 2030 Hamilton Place Blvd., Suite 220, Chattanooga, Hamilton County, Tennessee, 37421. The applicant is owned by Hospice of Chattanooga Holdings, LLC

Outstanding Applications

Project Name	Quality Hospice, CN2408-022A
Project Cost	\$46,000
Approval Date	May 28, 2025
Description	The addition of Anderson, Campbell, Cumberland, Putnam, and Roane Counties to its service area (License #621). The address of the project will be 341 West Central Avenue, Suite B, Jamestown (Fentress County), Tennessee, 38556. The applicant is owned by All Care Plus, Inc.
Project Status	Project Status Update: Not available at the time of posting
Expiration	July 1, 2027

TPP (1/15/2026)

CRITERIA AND **STANDARDS**

Attachment 1N
Criteria and Standards Narrative

Hospice Services
Certificate of Need Standards and Criteria



STATE OF TENNESSEE

STATE HEALTH PLAN
CERTIFICATE OF NEED STANDARDS AND CRITERIA

FOR

RESIDENTIAL HOSPICE SERVICES
AND HOSPICE SERVICES

The Health Services and Development Agency (HSDA) may consider the following standards and criteria for applications seeking to provide Residential Hospice and Hospice services. Existing providers of Residential Hospice and Hospice services are not affected by these standards and criteria unless they take an action that requires a new certificate of need (CON) for Residential Hospice and/or Hospice services.

These standards and criteria are effective immediately upon approval and adoption by the Governor of the State Health Plan updates for 2014. Applications to provide Residential Hospice and/or Hospice services that were deemed complete by HSDA prior to this date shall be considered under the Certificate of Need Standards and Criteria included in the State Health Plan updates for 2012.

Because of the unique nature of hospice services, the Division commits to reviewing these standards annually.

Definitions Applicable to both Residential Hospice Services and Hospice Services

1. **"Deaths"** shall mean the number of all deaths in a Service Area less that Service Area's number of reported homicide deaths, suicide deaths, and accidental deaths (which includes motor vehicle deaths), as reported by the State of Tennessee Department of Health. The number of reported infant deaths includes neonatal and post neonatal deaths and is reported separately under the respective cause of death; therefore, in order to prevent overlap, the number of infant deaths is not included discretely.
2. **"Residential Hospice"**¹ shall have that meaning set forth in Tennessee Code Annotated

¹ The Division recognizes the Guidelines for Growth's statement that "the purpose of residential hospice facilities is not to replace home care hospice services, but rather to provide an option to those patients who cannot be adequately cared

Section 68-11-201 or its successor.

3. **"Hospice"** shall refer to those hospice services not provided in a Residential Hospice Services facility.
4. **"Total Hospice"** shall mean Residential and Hospice Services combined.

STANDARDS AND CRITERIA APPLICABLE TO TOTAL HOSPICE

1. **Adequate Staffing:** An applicant should document a plan demonstrating the intent and ability to recruit, hire, train, assess competencies of, supervise, and retain the appropriate numbers of qualified personnel to provide the services described in the application. Importantly, the applicant must document that such qualified personnel are available for hire to work in the proposed Service Area. In this regard, an applicant should demonstrate its willingness to comply with the general staffing guidelines and qualifications set forth by the National Hospice and Palliative Care Organization.

Rationale: Health care professionals, including those who provide hospice services, are not uniformly located across the state, and rural areas showing some need for hospice services may not have a qualified hospice workforce. The Division believes that granting a CON for the provision of health care services without evidence that the applicant has a qualified workforce readily available to provide quality care to patients is not, in fact, providing access to quality health care.

Response: Heart and Soul Hospice ("Applicant") is seeking approval to expand an existing home care hospice agency dedicated to providing compassionate end-of-life care to all patients. We recognize that there are underserved communities in Tennessee, and we want to meet their need for hospice services. We place a particular emphasis on making our services accessible and culturally sensitive to these underserved populations. The hospice agency currently provides services in Davidson, Robertson, Rutherford, Sumner, Williamson and Wilson counties. It is seeking to expand to include thirteen additional counties: Cannon, Clay, Cumberland, Dekalb, Fentress, Jackson, Macon, Overton, Pickett, Putnam, Smith, Trousdale and White Counties. The administrative parent office is located in leased space in Nashville (Davidson County), Tennessee. Currently, no branch offices are planned, but if one is needed in the future, the Applicant will open one.

Applicant understands that quality care is paramount. We will prioritize adequate, qualified staffing to ensure personalized, timely care for all patients. Our coordinated care plans promote smooth transitions and uninterrupted support, reducing stress and providing comfort during challenging times. We value community feedback and data analysis as tools to identify areas for improvement, making our care more responsive to the needs of those we serve. We are committed to ongoing data tracking and outcome monitoring to deliver the best possible care to patients and families. Our Community Health Accreditation Partner ("CHAP") accreditation reflects our dedication to excellence, giving consumers confidence in our standards. Finally, we comply with Medicare's four levels of care, guaranteeing access to the full spectrum of hospice

for in the home setting." The Division also recognizes that Residential Hospice and Hospice providers may in fact provide the same services.

services.

Applicant's commitment to quality care translates directly into benefits for consumers. Patients and families can expect personalized, culturally appropriate attention from qualified staff, seamless transitions in their care plans, and a focus on constant improvement for a positive hospice experience. Applicant will seek CHAP accreditation which offers peace of mind, and will adhere to Medicare guidelines to ensure consumers have access to all necessary levels of support.

Applicant's staffing strategy is centered around attracting a skilled, compassionate team deeply connected to the proposed service area communities. Applicant will implement a multi-pronged approach, prioritizing the following:

- **Local Recruitment:** Applicant's goal is to build a team that understands the cultural nuances of the populations it serves. Applicant will focus on:
 - **Community Engagement:** Partner with churches, community centers, and local organizations to host job fairs and targeted recruitment events.
 - **Online Outreach:** Utilize job boards, local social media groups, and professional networks specifically tailored to the healthcare field.
- **Educational Partnerships:** Applicant seeks to build relationships with nursing schools, allied health programs, and continuing education organizations within the region. This includes:
 - **Internship & Mentorship Programs:** Offer opportunities for hands-on experience and early career development, attracting passionate new graduates.
 - **Guest Lectures:** Contribute knowledge and expertise to nursing programs, raising our profile among prospective employees.
- **Contracted Specialists:** To ensure access to specialized care, Applicant has established a network of highly qualified, contracted professionals including a medical director, physical therapists, occupational therapists, speech therapists, and others, as needed.
- **Employee-Centric Culture:** Applicant recognizes that attracting top talent requires a commitment to employee well-being. This includes competitive salaries, flexible scheduling, and ongoing professional development. A key example is Applicant's dedicated nurse triage position, ensuring on-call nurses aren't overburdened by providing support during nights and weekends.

Ongoing Development

Applicant remains adaptable, continuously monitoring its staffing needs as its patient census grows. Applicant will explore additional recruitment strategies and partnerships based on local resources and the evolving healthcare landscape in the proposed service area.

Applicant is seeking approval to expand its hospice services to Cannon, Clay, Cumberland, Dekalb, Fentress, Jackson, Macon, Overton, Pickett, Putnam, Smith, Trousdale and White Counties. Applicant is currently serving the six counties adjacent to this expanded service area. Several of the members of Applicant's leadership team are long-time Tennessee residents, providing a strong foundation for understanding the state's healthcare landscape and the unique needs of the communities that Applicant aims to serve. Applicant recognizes that attracting a

compassionate, skilled hospice team requires integrating ourselves into the fabric of these communities. Applicant has begun to establish relationships with healthcare providers and community leaders in the proposed service area.

Additionally, Applicant has proactively researched the hospice staffing market. Applicant's findings indicate there is a pool of qualified nurses, social workers, and chaplains within the region. Applicant understands the competitive landscape and is prepared to offer attractive compensation packages that align with industry standards for the area. Applicant recognizes recruitment may present some challenges and has developed specific strategies such as flexible scheduling and potential sign-on incentives to attract qualified staff to these areas.

Applicant's commitment to building a successful hospice agency in the proposed service area extends beyond providing care – Applicant is dedicated to becoming an integral part of the community and a respected employer within the hospice field. Applicant is excited by the prospect of building a dedicated team that shares our mission of providing exceptional end-of-life care.

The owners of Applicant currently operate hospice agencies in the Davidson County and Shelby County areas. They used the above-referenced approach and have been successful in recruiting and retaining qualified staff in those areas and anticipate doing the same in the expanded service area.

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

Response: Principals of Applicant have developed a relationship with many area providers and community agencies to ensure appropriate continuity of care. The applicant believes it will be successful because it has experience not only in providing services to Tennessee residents but also to other underserved communities through the services it provides in Tipton and Fayette Counties. To do so requires a collaborative relationship with community providers and leaders in both an educational way and a service rendering, which the Applicant is uniquely positioned to provide.

Please see list of Applicant's support letters with community institutions, community leaders, and healthcare providers in the service area detailed in response to Item 4N.

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

Response: Applicant is committed to promoting economic efficiencies within the healthcare system. We understand that our proposed charges should align with those of other similar facilities. Additionally, we believe educating the healthcare community about hospice services can lead to more informed decision-making with regards to end-of-life care, potentially reducing unnecessary costs. This education component also supports our goal of recruiting, developing, and retaining a qualified healthcare workforce.

Our proposed per diem rates are based on Medicare-established reimbursement rates: Routine Home Care: \$193.36; Continuous Care: \$60/hour; Inpatient Respite: \$472; and General Inpatient: \$1,059. This ensures transparency and financial responsibility while adhering to established Medicare guidelines. Since all hospices receive standardized reimbursement for Medicare and Medicaid patients, these rates are consistent across providers.

Our rates align with existing hospices in the region, as seen in Attachment 1N (Criteria and Standards Data), promoting fair competition and ensuring patients have access to quality care within a predictable reimbursement structure.

- 4. Access:** The applicant must demonstrate an ability and willingness to serve equally all of the Service Area in which it seeks certification. In addition to the factors set forth in HSDA Rule 0720-11-.01(1) (listing the factors concerning need on which an application may be evaluated), the HSDA may choose to give special consideration to an applicant that is able to show that there is limited access in the proposed Service Area.

Response: Applicant believes in equitable access to hospice care. We will serve all patients in our area without discrimination and have clear plans for caring for low-income and marginalized patients. Our focused outreach to underserved communities aims to improve awareness of hospice benefits. We strive to empower consumers from all backgrounds to make informed choices about their end-of-life care.

Patients without Medicare or Medicaid coverage will be carefully evaluated during the intake process. For those with commercial insurance, Applicant will verify eligibility and benefits. If a patient is found to be indigent, Applicant will adhere to its established eligibility process and, in line with traditional Medicare guidelines, admit and provide care if the patient qualifies for hospice services.

- 5. Indigent Care:** The applicant should include a plan for its care of indigent patients in the Service Area, including:
- a. Demonstration of a plan to work with community-based organizations in the Service Area to develop a support system to provide hospice services to the indigent and to conduct outreach and education efforts about hospice services.
 - b. Details about how the applicant plans to provide this outreach.
 - c. Details about how the applicant plans to fundraise in order to provide indigent and/or charity care.

Response: Ministers and other community leaders are frequently in a position of influence with the elderly population, including the indigent population. The Applicant will provide them with relevant literature so that they are able to understand the benefits of hospice themselves and to explain those benefits to both patients and their family members. Applicant has cultivated relationships with such individuals, which will help to develop a support system to provide hospice services to the indigent.

Because most hospice patients are 65 and older, they are covered by Medicare. If they are also indigent, they will generally qualify for TennCare. Because of the existence of such

payor sources, the Applicant does not anticipate needing to fundraise for the provision of hospice care for the patients. Should that need arise, the Applicant is familiar with other sources for payment and has a Foundation that can be called upon to provide financial resources for hospice care, as discussed below.

Applicant is firmly committed to providing compassionate hospice care to all residents of the proposed service area counties (i.e. Cannon, Clay, Cumberland, Dekalb, Fentress, Jackson, Macon, Overton, Pickett, Putnam, Smith, Trousdale and White Counties), regardless of their ability to pay. Applicant recognizes this as a core responsibility of operating a hospice service. To support this, Applicant is developing a comprehensive plan for indigent care, and will use the foundation dedicated to this mission.

a. Community Collaboration:

- **Partnership Identification:** Applicant has begun proactively identifying community-based organizations, including faith-based groups, social service agencies, and healthcare providers, that serve low-income populations and align with our mission.
- **Needs Assessment:** Applicant will work collaboratively with these organizations to perform a comprehensive needs assessment, pinpointing specific barriers to hospice access for indigent patients.
- **Outreach & Education:** Together with those partners, Applicant will develop culturally sensitive outreach and educational programs designed to increase awareness and understanding of hospice within underserved communities.

b. Outreach Strategies:

- **Targeted Events:** Collaborate with community partners to host health fairs and informational sessions in areas with high concentrations of indigent populations.
- **Train-the-Trainer Model:** In concert with our community educators, Applicant will equip leaders in community organizations with the knowledge and tools to educate their own members about hospice benefits and eligibility.

c. Fundraising for Indigent Care:

- **Dedicated Foundation:** Applicant's foundation will focus specifically on securing resources to support the care of indigent patients.
- **Grant Seeking:** Actively pursue grants from foundations, government agencies, and philanthropic organizations committed to expanding healthcare access for underserved populations.
- **Community Events:** Organize fundraising events (e.g., walks, auctions, dinners) in collaboration with community partners, fostering awareness and support.
- **Individual Donations:** Create a simple, accessible platform for individuals in the community to make direct donations in support of indigent care.

6. **Quality Control and Monitoring:** The applicant should identify and document its existing or proposed plan for data reporting, quality improvement, and outcome and process monitoring system. Additionally, the applicant should provide documentation that it is, or intends to be, fully accredited by the Joint Commission, the Community Health Accreditation Program, Inc., the Accreditation Commission for Health Care, another accrediting body with deeming authority for hospice services from the Centers for Medicare and Medicaid Services (CMS) or CMS licensing survey, and/or other third party quality

oversight organization. The applicant should inform the HSDA of any other hospice agencies operating in other states with common ownership to the applicant of 50% or higher, or with common management, and provide a summary or overview of those agencies' latest surveys/inspections and any Department of Justice investigations and/or settlements.

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

Response: Applicant understands that quality care is paramount. We will prioritize adequate, qualified staffing to ensure personalized, timely care for all patients. Our coordinated care plans promote smooth transitions and uninterrupted support, reducing stress and providing comfort during challenging times. We value community feedback and data analysis as tools to identify areas for improvement, making our care responsive to the needs of those we serve. We are committed to ongoing data tracking and outcome monitoring to deliver the best possible care to patients and families. CHAP accreditation reflects our dedication to excellence, giving consumers confidence in our standards. Finally, we comply with Medicare's four levels of care, guaranteeing access to the full spectrum of hospice services.

Neither the Applicant, nor any of its principals, has an ownership interest of 50% or greater in any hospice agencies in other states.

Applicant plans to be accredited by CHAP and will follow its quality standards. CHAP divides its Standards of Excellence into three key areas: patient centered care, safe care delivery, and sustainable organizational structure. Each key performance area has standards and evidence guidelines. Applicant will also provide the HFC with such information as it reasonably requests related to quality. Hospice agencies in the Memphis area and the Nashville area that have common ownership with the Applicant are CHAP accredited. These agencies have no DOJ investigations or settlements.

7. **Data Requirements:** Applicants should agree to provide the Department of Health and/or the Health Services and Development Agency with all reasonably requested information and statistical data related to the operation and provision of services and to report that data in the time and format requested. As a standard of practice, existing data reporting streams will be relied upon and adapted over time to collect all needed information.

Response: The Applicant agrees to provide the Department of Health and/or the Health Facilities Commission with all such information as is reasonably requested.

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

Response: Applicant believes educating the healthcare community about hospice services can lead to more informed decision-making with regards to end-of-life care, potentially reducing unnecessary costs. This education component also supports our goal of recruiting, developing, and retaining a qualified healthcare workforce.

Applicant recognizes the importance of community education and outreach for hospice services in the proposed service area. To address this need, Applicant will hire dedicated community educators who will be solely focused on this region. Applicant's educators will utilize guided tools and resources to effectively engage with diverse populations, including:

- **Physicians & Healthcare Providers:**
 - Develop targeted educational materials highlighting hospice eligibility guidelines, emphasizing early referral benefits for the target population.
 - Conduct in-service presentations and workshops at hospitals, clinics, and long-term care facilities, fostering open conversations about end-of-life care choices.
- **Hospital Discharge Planners:**
 - Establish strong relationships with discharge planners, providing information that supports hospice referrals for patients meeting eligibility criteria, particularly within the target population.
 - Offer guidance on how hospice services can facilitate smoother transitions from hospital to home.
- **Public Health Nursing Agencies:**
 - Collaborate closely to identify potentially eligible patients within the target population, sharing resources and coordinating referrals.
 - Offer joint educational sessions for public health nurses to deepen their understanding of hospice care and its benefits for underserved communities.
- **Community Outreach:**
 - Partner with faith-based organizations, community centers, and advocacy groups serving the target population to address specific cultural, linguistic, and informational needs about hospice.
 - Develop culturally sensitive materials in relevant languages to dispel myths and provide clear information about the benefits of hospice care.

RESIDENTIAL HOSPICE SERVICES

DEFINITIONS

9. "**Service Area**" shall mean the county or contiguous counties represented on an application as the reasonable area in which a health care institution intends to provide Residential Hospice Services and/or in which the majority of its service recipients reside. A radius of 50 miles and/or a driving time of up to 1 hour from the site of the residential hospice services facility may be considered a "reasonable area;" however, full counties shall be included in a Service Area. Only counties with a Hospice Penetration Rate that is less than 80 percent of the Statewide Median Hospice Penetration Rate may be included in a proposed Service Area.
10. "**Statewide Median Hospice Penetration Rate**" (SMHPR) shall mean the number equal to the Hospice Penetration Rate (as described in the following Need Formula) for the median county in Tennessee.

ADDITIONAL SPECIFIC STANDARDS AND CRITERIA FOR RESIDENTIAL HOSPICE SERVICES

Note that, while a "need formula" is set forth below, the decision to approve a CON application hereunder should be determined by the cumulative weight of all standards and criteria, including those set forth earlier herein.

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

$$A / B = \text{Hospice Penetration Rate}$$

Where:

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

and

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

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

Need is established in a county (thus, enabling an applicant to include it in the proposed Service Area) if its Hospice Penetration Rate is less than 80% of the Statewide Median Hospice Penetration Rate; further, existing Residential Hospice Services providers in a proposed Service Area must show an average occupancy rate of at least 85%.

The following formula to determine the demand for additional hospice service recipients should be applied to each county included in the proposed service area, and the results for each county's calculation should be aggregated for the proposed service area:

$$(80\% \text{ of the SMHPR} \text{ — County Hospice Penetration Rate}) \times B$$

Rationale: The use of an SMHPR is a methodology employed by many states; the Division paid particular attention to the Kentucky model (which employs an 80% rate), as Kentucky's population is similar geographically and culturally to that of Tennessee. The Division considered ranges from 70-85%, but felt that the results of rates lower than 80% were too restrictive. Only three additional counties showed need using the 85% rate as opposed to the 80% one, and those had low single-digit-need numbers. Thus, the 80% rate is proposed. The Division believes that using the median county rate supports the view that rural counties cannot quickly reach the higher penetration rates of Tennessee's metropolitan areas. The underlying purpose is to help encourage orderly growth by using an SMHPR that ratchets upward across the state as hospice providers strive to exceed 80% of the median county's hospice penetration rate. Thus, utilization should continue to increase, albeit gradually, and provide the opportunity in the underutilizing counties for more hospice services by agencies that can expect a market to exist for those services.

Types of Care: An applicant should demonstrate whether or not it will have the capability to provide general inpatient care, respite care, continuous home care, and routine home care to its patients. If it is not planning to provide one or more of these listed types of care, the applicant should explain why.

Response: The Applicant has the capacity to provide all levels of hospice services.

12. Continuum of Care Regarding the Expansion from NonResidential Hospice

Services: An applicant for Residential Hospice Services that provides Hospice Services should explain how the Residential Hospice Services will maintain or enhance the Hospice Services' continuum of care to ensure patients have access to needed services. An applicant should provide assurances that it understands and will comply with any existing Medicare reimbursement requirements (e.g., the provision of different levels of hospice care, including any total patient care day allowances) and evidence that there are a sufficient number of potential hospice service recipients that will enable it to so comply.

Rationale: Currently², Medicare pays nearly 90% of all hospice claims. The Medicare hospice benefit produces an incentive to recruit as many new patients as possible and to keep them on the service as long as possible. Unlike other segments of the health care industry, where revenues and costs can vary widely, Medicare pays a set daily rate for each person in hospice care, with higher allowances for patients that require more attention.

As part of its interest in ensuring that hospice programs serve only patients who are eligible and appropriate for hospice care, Medicare limits the total number of days of inpatient care (the sum of general inpatient care (GIP) and inpatient respite care days) for which a hospice may be reimbursed. The cap is set at 20 percent of the hospice's total patient care days. The Department of Health and Human Services' Office of Inspector General (OIG), in a May 3, 2013, memo to Marilyn Tavenner, Acting Administrator for Centers for Medicare & Medicaid Services (CMS), stated that CMS staff "have expressed concerns about possible misuse of GIP" by hospice programs and noted a \$2.7 million settlement with a hospice program for allegedly having billed for GIP when patients actually received routine home care (which has a lower reimbursement rate). "Long lengths of stay and the use of GIP in inpatient units need further review to ensure that hospices are using GIP as intended and providing the appropriate level of care. OIG is committed to looking into these issues further and will conduct a medical record review that will assess the appropriateness of GIP provided in different settings." The Division adds the above requirement as a way to ensure that the HSDA and applicants understand the importance that an applicant provide hospice services appropriately. The Division believes that the HSDA, through its application of appropriately developed CON standards and criteria, can serve an important role in reducing opportunities for Medicare/Medicaid fraud and abuse in Tennessee.

Response: Not applicable.

14. Assessment Period: After approval by the HSDA of a residential hospice services CON application, no new residential hospice services CON application — whether for the initiation of services or for the expansion of services — should be considered for any county that is added to or becomes part of a Service Area until JAR data for residential hospice

² As of January 9, 2015.

services can be analyzed and assessed by the Division to determine the impact of the approval of the CON.

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

Response: Not applicable.

HOSPICE SERVICES

DEFINITIONS

15. **"Service Area"** shall mean the county or contiguous counties represented on an application as the area in which an applicant intends to provide Hospice Services and/or in which the majority of its service recipients reside.

16. **"Statewide Median Hospice Penetration Rate" (SMHPR)** shall mean the number equal to the Hospice Penetration Rate (as described below) for the median county in Tennessee.

ADDITIONAL SPECIFIC STANDARDS AND CRITERIA FOR HOSPICE SERVICES

Note that, while a "need formula" is set forth below, the decision to approve a CON application hereunder should be determined by the cumulative weight of all standards and criteria, including those set forth earlier herein.

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

$A / B = \text{Hospice Penetration Rate}$

Where:

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

and

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

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

Need should be established in a Service Area as follows: a.

For a hospice that is initiating hospice services:

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

AND

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

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

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

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

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

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

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

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

that 100 hospice service recipients is a sufficient number.

Response: Please find attached Attachment 1N (Criteria and Standards Data) that includes 2023-2024 data for Criteria #17. Please see applicable need formula chart below, which shows that the proposed service area is significantly underserved. The counties showing need have a need for 297 patients. The Applicant is seeking to meet this need. The Applicant does not anticipate serving more than a few patients in the counties that are not showing a need. While the Applicant could have chosen not to include them in the proposed service area, the definition of service area included in number 15 below references county or “contiguous counties”. Thus, they are included because they are contiguous to both the existing service area and the proposed service area, and it does not make sense to exclude them.

County Name	Hospice Penetration Rate	Patient Need (Surplus) (80%)
Cannon	0.397	21
Clay	0.307	27
Cumberland	0.458	53
DeKalb	0.520	(2)
Fentress	0.417	29
Jackson	0.326	33
Macon	.326	56
Overton	0.502	3
Pickett	0.206	29
Putnam	0.495	14
Smith	0.569	(14)
Trousdale	0.545	(4)
White	0.431	32

Source: 2022-2023 Hospice Rates and Projected Need.

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

Response: Not applicable.

18. Assessment Period: After approval by the HSDA of a hospice services CON

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

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

Response: Not applicable.

Additional Comments and Rationale Statements for Revised and Updated Standards and Criteria for Hospice Services

Definitions

Deaths: The Division of Health Planning patterns its need formula off the Kentucky certificate of need formula that takes into account all deaths, instead of using a type of cancer death weighted formula that appeared in the Guidelines for Growth. Cancer patient utilization of hospice services has lessened in relation to non-cancer patients, while the utilization of hospice services continues to grow.

Residential Hospice and Hospice: The Division recognizes that residential hospice services and hospice services are able to perform the same level of services and has thus not distinguished between the need for hospice services based on the two types of service providers. However, certain standards and criteria, such as service area, provide for a difference in consideration of an application.

Standards and Criteria

Quality of Care: Providing for adequate and qualified staffing is an important part of providing quality care to patients, and is one of the State Health Plan's Principles for Achieving Better Health. A community linkage plan that assures continuity of care also falls within this Principle. Letters from physicians in support of an application should detail specific instances of unmet need for hospice services. Quality improvement, data reporting, and outcome and process monitoring fall under this Principle as well, as does accreditation/quality oversight of the hospice service program. Finally, it should be noted that Medicare currently requires all four levels of hospice care for reimbursement (which also supports the third Principle regarding Economic Efficiencies).

Access: The second Principle for Achieving Better Health in the State Health Plan focuses on access to care. Accordingly, the applicant must demonstrate an ability and willingness to serve equally all of the Service Area in which it seeks certification and provide a plan for its care of indigent patients. As well, in addition to the factors set forth in HSDA Rule 0720-11.01(1) (listing the factors concerning need on which an application may be evaluated), the HSDA may choose to

give special consideration to an applicant that is able to show that there is limited access in the proposed Service Area. The revisions to the need formula in 17b are meant to encourage the provision of hospice services in counties that otherwise do not meet the need formula, thus providing better access for the community.

Economic Efficiencies: The third Principle for Achieving Better Health focuses on encouraging economic efficiencies in the health care system. The new standards and criteria provide that the applicant's proposed charges should be reasonable in comparison with those of other similar facilities in the Service Area or in adjoining service areas. Educating the health care community on hospice services also falls within this Principle; the education component also addresses the fifth Principle of recruiting, developing, and retaining a sufficient qualified health care workforce.

Data Needs: The Division recognizes that hospice patients known as "general inpatients" receive hospice services in locations other than their homes, such as nursing homes and hospitals, and that these patients are not separately identified on the Joint Annual Report. The Division aims to correct this omission in the future to better account for the total utilization of hospice services.

NOTE: A previously proposed standard providing for the showing of an "unmet demand" has been deleted, for the following three reasons: 1) The Division believes that an unintended consequence of that proposed standard would have been the preclusion of a new, non-county-contiguous hospice agency ever to develop a Service Area from those counties and receive a CON to serve them; 2) After review of hospice utilization data for the past three JARs, the Division has learned that, in counties that showed a positive need of less than 40 under the existing need formula, existing hospice agencies met substantially all (if not all) of the positive need of additional hospice service recipients, providing evidence that the orderly development of hospice services in such counties currently exists; and 3) the Division recognizes that the HSDA already has the inherent authority to determine, based on evidence provided, that there is a need for expansion of hospice services into adjacent counties beyond that shown by the need formula.

2022-2023 Hospice Rates and Projected Need

County Name	Hospice Patients Served			Total Hospice Deaths*			Hospice Penetration Rate	Hospice Penetration Rate and Patient Need/(Surplus)	
	2022	2023	Mean	2022	2023	Mean	Mean Number of Patients/Mean Number of Deaths	(Median Rate)*80%	(Median Rate)*85%
								0.511	0.543
Anderson	989	1,183	1,086	1,070	969	1,020	1.065	(565)	(532)
Bedford	316	318	317	522	494	508	0.624	(57)	(41)
Benton	122	127	125	240	260	250	0.498	3	11
Bledsoe	95	119	107	141	171	156	0.686	(27)	(22)
Blount	1,065	1,350	1,208	1,773	1,650	1,712	0.706	(333)	(278)
Bradley	1,010	920	965	1,260	1,241	1,251	0.772	(326)	(286)
Campbell	396	462	429	645	590	618	0.695	(113)	(94)
Cannon	69	79	74	188	185	187	0.397	21	27
Carroll	256	269	263	454	375	415	0.633	(51)	(37)
Carter	687	563	625	832	788	810	0.772	(211)	(185)
Cheatham	232	280	256	440	436	438	0.584	(32)	(18)
Chester	90	110	100	210	194	202	0.495	3	10
Claiborne	364	377	371	468	441	455	0.815	(138)	(124)
Clay	50	31	41	133	131	132	0.307	27	31
Cocke	430	535	483	693	613	653	0.739	(149)	(128)
Coffee	477	533	505	826	652	739	0.683	(127)	(104)
Crockett	95	101	98	197	204	201	0.489	4	11
Cumberland	437	468	453	1,005	973	989	0.458	53	85
Davidson	3,008	2,831	2,920	5,055	4,889	4,972	0.587	(378)	(219)
Decatur	110	113	112	178	171	175	0.639	(22)	(17)
DeKalb	131	137	134	264	251	258	0.520	(2)	6
Dickson	408	463	436	622	589	606	0.719	(126)	(107)
Dyer	329	307	318	509	449	479	0.664	(73)	(58)
Fayette	132	118	125	522	471	497	0.252	129	145
Fentress	118	135	127	292	315	304	0.417	29	38
Franklin	359	353	356	591	540	566	0.630	(67)	(49)
Gibson	424	451	438	750	689	720	0.608	(70)	(47)
Giles	269	256	263	438	362	400	0.656	(58)	(45)
Grainger	201	322	262	322	305	314	0.834	(101)	(91)
Greene	985	823	904	1,056	1,018	1,037	0.872	(374)	(341)
Grundy	149	166	158	219	227	223	0.706	(44)	(36)
Hamblen	634	770	702	910	843	877	0.801	(254)	(226)
Hamilton	3,524	3,924	3,724	3,888	3,616	3,752	0.993	(1,806)	(1,686)
Hancock	51	56	54	112	87	100	0.538	(3)	1
Hardeman	176	155	166	366	326	346	0.478	11	22
Hardin	288	263	276	422	366	394	0.699	(74)	(62)
Hawkins	615	520	568	944	825	885	0.642	(115)	(87)
Haywood	117	90	104	235	202	219	0.474	8	15
Henderson	188	234	211	407	368	388	0.545	(13)	(1)
Henry	327	325	326	533	500	517	0.631	(62)	(45)
Hickman	156	173	165	367	296	332	0.496	5	16
Houston	91	71	81	105	118	112	0.726	(24)	(20)
Humphreys	155	133	144	241	256	249	0.579	(17)	(9)
Jackson	61	56	59	199	160	180	0.326	33	39
Jefferson	775	828	802	756	708	732	1.095	(427)	(404)
Johnson	184	201	193	275	239	257	0.749	(61)	(53)
Knox	4,078	4,255	4,167	4,910	4,615	4,763	0.875	(1,732)	(1,580)
Lake	36	42	39	89	91	90	0.433	7	10
Lauderdale	151	151	151	306	318	312	0.484	8	18
Lawrence	468	469	469	652	512	582	0.805	(171)	(152)

NOTE: In the Hospice Death definition infant mortality cannot simply be added to the other cause factors, as infant mortality constitutes any death of persons 365 days or younger, regardless of cause. Infant mortality is NOT a separate cause of death category, similar to suicide, homicide, or accidents. Some of the causes for infant death will include accidents and homicides. Therefore, there is some overlap between infant deaths and accidents and homicides. IF Vital Statistics rate sheets are used to calculate Hospice-defined deaths, then it should be noted that there may be a few infant deaths also counted in accidents and homicides. HOWEVER, since the number of deaths that fall under both infant death and homicide or accident are relatively small, the tables may still function to establish need (or lack thereof) for Hospice; though it is dependent on Licensure's discretion.

Hospice Death - all deaths minus all accidents, suicides, homicides and infant deaths where infants did not die of accidents or homicide in the same given time period (in this case, one calendar year)

~Per the Tennessee State Health Plan

2022-2023 Hospice Rates and Projected Need

County Name	Hospice Patients Served			Total Hospice Deaths*			Hospice Penetration Rate	Hospice Penetration Rate and Patient Need/(Surplus)	
	2022	2023	Mean	2022	2023	Mean	Mean Number of Patients/Mean Number of Deaths	(Median Rate)*80%	(Median Rate)*85%
								0.511	0.543
Lewis	106	103	105	178	185	182	0.576	(12)	(6)
Lincoln	258	291	275	502	467	485	0.567	(27)	(11)
Loudon	606	602	604	818	685	752	0.804	(220)	(196)
McMinn	585	582	584	771	754	763	0.765	(194)	(169)
McNairy	235	281	258	451	385	418	0.617	(44)	(31)
Macon	110	86	98	322	279	301	0.326	56	65
Madison	682	791	737	1,118	1,070	1,094	0.673	(177)	(142)
Marion	329	287	308	423	408	416	0.741	(96)	(82)
Marshall	252	237	245	367	362	365	0.671	(58)	(47)
Maury	1,136	1,017	1,077	1,099	917	1,008	1.068	(561)	(529)
Meigs	153	179	166	206	177	192	0.867	(68)	(62)
Monroe	371	530	451	669	623	646	0.697	(120)	(100)
Montgomery	1,005	978	992	1,544	1,413	1,479	0.671	(236)	(188)
Moore	36	41	39	77	47	62	0.621	(7)	(5)
Morgan	162	180	171	307	267	287	0.596	(24)	(15)
Obion	218	252	235	439	454	447	0.526	(7)	8
Overton	153	174	164	330	321	326	0.502	3	13
Perry	64	47	56	103	108	106	0.526	(2)	2
Pickett	17	22	20	98	91	95	0.206	29	32
Polk	181	173	177	276	239	258	0.687	(45)	(37)
Putnam	467	410	439	877	894	886	0.495	14	42
Rhea	457	482	470	471	472	472	0.996	(228)	(213)
Roane	546	558	552	757	736	747	0.739	(170)	(147)
Robertson	523	472	498	853	687	770	0.646	(104)	(79)
Rutherford	1,467	1,324	1,396	2,319	2,164	2,242	0.623	(250)	(178)
Scott	170	172	171	299	281	290	0.590	(23)	(13)
Sequatchie	220	156	188	179	198	189	0.997	(92)	(86)
Sevier	768	781	775	1,152	1,081	1,117	0.694	(204)	(168)
Shelby	4,367	4,361	4,364	8,312	7,927	8,120	0.537	(214)	46
Smith	145	135	140	253	239	246	0.569	(14)	(6)
Stewart	101	98	100	180	181	181	0.551	(7)	(1)
Sullivan	2,064	2,224	2,144	2,388	2,129	2,259	0.949	(990)	(917)
Sumner	1,261	1,241	1,251	1,950	1,784	1,867	0.670	(297)	(237)
Tipton	234	287	261	735	602	669	0.390	81	103
Trousdale	69	45	57	98	111	105	0.545	(4)	(0)
Unicoi	309	224	267	312	259	286	0.933	(121)	(111)
Union	181	160	171	258	257	258	0.662	(39)	(31)
Van Buren	42	46	44	89	85	87	0.506	0	3
Warren	314	307	311	563	483	523	0.594	(43)	(26)
Washington	1,430	1,534	1,482	1,627	1,535	1,581	0.937	(674)	(623)
Wayne	131	152	142	246	198	222	0.637	(28)	(21)
Weakley	268	281	275	460	376	418	0.657	(61)	(47)
White	168	181	175	432	377	405	0.431	32	45
Williamson	1,143	1,106	1,125	1,530	1,443	1,487	0.756	(365)	(317)
Wilson	919	901	910	1,346	1,330	1,338	0.680	(226)	(183)
Unknown	0	56	28						
Tennessee	50,301	51,563	50,932	75,416	70,170	72,793	0.700	(13,722)	(11,396)

NOTE: In the Hospice Death definition infant mortality cannot simply be added to the other cause factors, as infant mortality constitutes any death of persons 365 days or younger, regardless of cause. Infant mortality is NOT a separate cause of death category, similar to suicide, homicide, or accidents. Some of the causes for infant death will include accidents and homicides. Therefore, there is some overlap between infant deaths and accidents and homicides. IF Vital Statistics rate sheets are used to calculate Hospice-defined deaths, then it should be noted that there may be a few infant deaths also counted in accidents and homicides. HOWEVER, since the number of deaths that fall under both infant death and homicide or accident are relatively small, the tables may still function to establish need (or lack thereof) for Hospice; though it is dependent on Licensure's discretion.

Hospice Death - all deaths minus all accidents, suicides, homicides and infant deaths where infants did not die of accidents or homicide in the same given time period (in this case, one calendar year)
 ~Per the Tennessee State Health Plan

Source: Tennessee Department of Health, Division of Policy, Planning and Assessment, Office of Health Statistics. *Death Statistical System, 2022-2023. Nashville, Tennessee. 2022-2023 JAR Hospice (not including Residential Hospice) data used for patient data.*

2022-2023 Hospice Rates and Projected Need

County Name	Hospice Patients Served			Total Hospice Deaths*			Hospice Penetration Rate	Hospice Penetration Rate and Patient Need/(Surplus)	
	2022	2023	Mean	2022	2023	Mean	Mean Number of Patients/Mean Number of Deaths	(Median Rate)*80%	(Median Rate)*85%
								0.511	0.543

***Certain deaths are excluded:** Accidental (including motor vehicle accidents), homicide, suicide, and infant deaths. ICD-10 Codes excluded: V01-X60, X60-X84, X85-Y09, Y85-Y86, Y87.0-Y87.1

1.065228
0.624016
0.498
0.685897
0.705521
0.771691
0.694737
0.396783
0.633293
0.771605
0.584475
0.49505
0.815182
0.306818
0.738897
0.683356
0.488778
0.457533
0.587188
0.638968
0.520388
0.71924
0.663883
0.251762
0.416804
0.629531
0.608061
0.65625
0.834131
0.871745
0.706278
0.800913
0.992537
0.537688
0.478324
0.699239
0.641605
0.473684
0.544516
0.631171
0.496229
0.726457
0.579477
0.325905
1.094945
0.749027
0.874856
0.433333
0.483974
0.804983
0.575758
0.566563
0.803726
0.765246
0.617225

0.326123
0.673218
0.741276
0.670782
1.067956
0.866841
0.697368
0.670612
0.620968
0.595819
0.526316
0.502304
0.526066
0.206349
0.687379
0.4952
0.995758
0.739451
0.646104
0.622574
0.589655
0.997347
0.693686
0.537472
0.569106
0.551247
0.949303
0.670059
0.389678
0.545455
0.93345
0.662136
0.505747
0.59369
0.937381
0.637387
0.656699
0.431397
0.756475
0.68012

0.638968

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 Cannon Courier, a newspaper of general circulation in Cannon County; the Dale Hollow Horizon, a newspaper of general circulation in Clay County; the Knoxville News Sentinel, a newspaper of general circulation in Cumberland County, the Smithville Review, a newspaper of general circulation in DeKalb County; the Fentress Courier, a newspaper of general circulation in Fentress County; the Jackson County Sentinel, a newspaper of general circulation in Jackson County; the Macon County Chronicle, a newspaper of general circulation in Macon County; the Overton County News, a newspaper of general circulation in Overton County; the Pickett County Press, a newspaper of general circulation in Pickett County; the Herald-Citizen, a newspaper of general circulation in Putnam County; the Carthage Courier, a newspaper of general circulation in Smith County; The Hartsville Vidette, a newspaper of general circulation in Trousdale County; and The Expositor, a newspaper of general circulation in White County, Tennessee, on or before 11/15/2025 for one day., Tennessee, on or before 11/15/2025 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 Heart and Soul Hospice, LLC, a/an Hospice Agency owned by Heart and Soul Hospice, LLC with an ownership type of Limited Liability Company and to be managed by itself intends to file an application for a Certificate of Need for the addition of Cannon, Clay, Cumberland, DeKalb, Fentress, Jackson, Macon, Overton, Pickett, Putnam, Smith, Trousdale and White Counties to its service area (License #624).. The address of the project will be 402 BNA Drive, Suite 305, Nashville, Davidson County, Tennessee, 37217. The estimated project cost will be \$48,000.

The anticipated date of filing the application is 12/01/2025

The contact person for this project is Attorney Kim Looney who may be reached at KL Gates LLP - 501 Commerce Street, Suite 1500, Nashville, Tennessee, 37203 – Contact No. 615-780-6727.

Kim Looney

11/14/2025

kim.looney@klgates.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 Heart and Soul Hospice, LLC, a/an Hospice Agency owned by Heart and Soul Hospice, LLC with an ownership type of Limited Liability Company and to be managed by itself intends to file an application for a Certificate of Need for the addition of Cannon, Clay, Cumberland, DeKalb, Fentress, Jackson, Macon, Overton, Pickett, Putnam, Smith, Trousdale and White Counties to its service area (License #624).. The address of the project will be 402 BNA Drive, Suite 305, Nashville, Davidson County, Tennessee, 37217. The estimated project cost will be \$48,000.

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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

Heart and Soul Hospice, LLC

Name

51 Century Boulevard, Suite 110

Davidson County

Street or Route

County

Nashville

Tennessee

37214

City

State

Zip

www.heartandsoulhospice.com

Website Address

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

2A. Contact Person Available for Responses to Questions

Kim Looney

Partner

Name

Title

K & L Gates LLP

kim.looney@klgates.com

Company Name

Email Address

501 Commerce Street, Suite 1500

Street or Route

Nashville

Tennessee

37203

City

State

Zip

Attorney

615-780-6727

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: 11/14/25

Date LOI was Published: 11/15/25

RESPONSE: Please see Attachment 3A which includes the Affidavit from Tennessee Press as well as the paid invoices for the publications. Please note that the Notices of Publication were published between November 11, 2025 and November 15, 2025.

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

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

Initiation of HealthCare services

- Burn Unit
- Neonatal Intensive Care Unit
- Open Heart Surgery
- Organ Transplantation
- Cardiac Catheterization
- Linear Accelerator
- Home Health
- Hospice
- Opiate Addiction Treatment Provided through a Non-Residential Substitution-Based Treatment Section for Opiate Addiction

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

Heart and Soul Hospice, LLC

Name

51 Century Boulevard, Suite 110

615-835-3822

Street or Route

Phone Number

Nashville

Tennessee

37214

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 existing ownership structure of the Applicant consists of four owners. Attached as a part of Attachment 7A, is an organizational chart illustrating the ownership structure: David Turner (40%); Tracy Wood (40%); Andre Lee (10%) and Sandy McClain (10%).

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

Name

Street or Route

County

City

State

Zip

Website Address

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

9A. Legal Interest in the Site

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

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

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

RESPONSE: Please see Attachment 9A for a copy of the fully executed original lease combined with both lease renewals.

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: Please see Attachment 10A for a copy of the floor plan.

11A. Public Transportation Route

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

RESPONSE: The office is located just off I40 and Briley Parkway so it is easily accessible to staff should they have to go into the office. The hospice clinical staff travels to the patients to provide services rather than the patients traveling to the office site to receive treatment. Therefore, the existence of convenient public transportation routes is not relevant for patients for hospice services.

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: N/A

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:

Heart and Soul Hospice, LLC, a Tennessee limited liability company, currently operates a hospice licensed in Davidson, Robertson, Rutherford, Sumner, Williamson and Wilson Counties in Middle Tennessee. It is seeking to add hospice services in Cannon, Clay, Cumberland, DeKalb, Fentress, Jackson, Macon, Overton, Pickett, Putnam, Smith, Trousdale and White Counties, which are adjacent to its existing service area.

- Ownership structure

RESPONSE: The existing ownership structure of the Applicant consists of four owners: Tracy Wood (40%), David Turner (40%), Andre Lee (10%), and Sandy McClain (10%). An organizational chart is included in Attachment 7A.

- Service Area

RESPONSE: Applicant's proposed service area includes Cannon, Clay, Cumberland, DeKalb, Fentress, Jackson, Macon, Overton, Pickett, Putnam, Smith, Trousdale and White counties.

- Existing similar service providers

RESPONSE: A list of hospice agencies licensed for the proposed additional counties is included in Attachment 1E.

- Project Cost

RESPONSE: The estimated project costs are reasonable at approximately \$45,000 plus the \$3,000.00 filing fee for a total of \$48,000.

- Staffing

RESPONSE: The Applicant is prepared to hire all necessary staff to meet State, Federal and National Association for Home Care and Hospice (NAHC) and Community Health Accreditation Partner (CHAP) requirements and guidelines. Owners have the necessary experience to train and supervise necessary personnel in the provision of hospice care. The interdisciplinary team will include nurses, physicians, home health aides, social workers, counselors, ministers and spiritual support counselors, as well as therapists and dieticians, all as necessary to meet the health care needs of a particular patient. The Applicant currently has 19.7 direct patient care positions and 3.75 non-patient care positions for a total of 23.45 FTEs in 2024. The Applicant anticipates additional staffing of 18 in the first year of operation.

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 state numerical need formula shows a need for additional hospice services for 297 patients in Cannon, Clay, Cumberland, Fentress, Jackson, Macon, Overton, Pickett, Putnam and White Counties. There are only 3 counties where a need is not shown: DeKalb, Smith and Trousdale. As these counties are adjacent to the existing service area, and to the other proposed counties in the service area, it makes sense from an operational standpoint for them to be included. A service area is defined as county or contiguous counties where services are expected to be provided. There is a need for additional hospice services in the proposed area not only from a numerical standpoint but based on a review of all the standards and criteria. Notwithstanding the efforts of the existing service area hospice agencies, there are still health inequities in the care received by patients at the end of life in these largely rural counties, resulting in a need for an additional provider. The principals of the Applicant have been successful in meeting the need for hospice services for underserved patients in its other Tennessee hospice agencies. It has specifically targeted the rural patient population in West Tennessee with the provision of services in Tipton and Fayette counties. All principals of the Applicant have significant hospice experience and expertise. David Turner has been operating hospice agencies since 2010; Tracy Wood is a seasoned hospice professional with over 20 years of experience, most recently with Hospice of Chattanooga. Andre Lee is a retired hospice administrator and former hospice owner, and teaches healthcare focused classes in leadership, organization, human resources and economics. Reverend Sandy McClain is an active minister of Mt. Calvary Baptist Church in Madison. As shown throughout the application, the applicant has significant experience in community outreach efforts and education regarding hospice. It seeks to eliminate disparities in end-of-life care. Its efforts have been successful in increasing access to hospice services for underserved populations, such as in rural communities. As shown in the letters of support provided with this application, having an additional provider they can count on to provide hospice services is important for their patients.

- Quality Standards

RESPONSE: The existing licensed Heart and Soul Hospice agencies are accredited by the Community Health Accreditation Program (“CHAP”) and follow its quality standards. Each key performance area – patient centered care, safe care delivery, and sustainable organizational structure, has standards and evidence guidelines. Other Heart and Soul Hospice entities annually file a Joint Annual Report, QAPI Report, and additionally request family satisfaction surveys upon the discharge of a loved one. In the surveys, families cite Heart and Soul Hospice as being “a higher caliber of a care team than most,” and a provider that provides a quick “passion response time, [and] attention to detail.” Heart and Soul Hospice, LLC in Nashville and Heart N Soul Hospice Memphis LLC contract with Healthcare First to monitor and analyze their quality assurance and performance improvement programs and the Applicant anticipates it will also contract with Healthcare First. The same accreditations and provision of the same high-quality care will be provided for the addition of these counties to the existing hospice agency.

- Consumer Advantage

- Choice

RESPONSE: Equitable access is a fundamental principle of hospice care. Applicant will serve all patients in their service area without discrimination and have clearly outlined plans for caring for low-income patients, and marginalized patients allowing all consumers to benefit from hospice care regardless of financial status. Applicant

will focus on outreach to underserved communities, such as rural and minority populations, by educating these populations to improve awareness of hospice benefits and increase access for those who traditionally face barriers, empowering consumers to make informed choices about their end-of-life care. There is clearly an advantage to consumers if there is an additional choice so that those patients that are currently not receiving a necessary health care service such as hospice, have access to an additional provider who understands their specific needs and hesitancy in accessing such services.

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

RESPONSE: The counties in the proposed service area show a need for 297 patients based on the median 80% hospice penetration rate. The Applicant anticipates serving only minimal numbers of patients in the counties for which no need is shown. As stated elsewhere, the counties are included because they are contiguous to both the existing service area and the proposed service area counties for which a need is shown. The addition of another hospice provider for these counties is essential given the need shown and will improve access and availability to a necessary health care service. The addition of a provider such as Heart and Soul Hospice which is already operating in the counties adjacent to this proposed area is an added benefit to the residents needing hospice services because it is familiar with the provision of hospice services in Tennessee.

○ Affordability

RESPONSE: Heart and Soul Hospice is an affordable option in the area. Of the 14 hospice agencies serving Cannon, Clay, Cumberland, DeKalb, Fentress, Jackson, Macon, Overton, Pickett, Putnam, Smith, Trousdale and White Counties, Heart and Soul Hospice has charges that are in line with the charges of the existing area hospice agencies, with 6 at or above its charge and 8 below.

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		
2. Legal, Administrative (Excluding CON Filing Fee), Consultant Fees		\$45,000
3. Acquisition of Site		
4. Preparation of Site		
5. Total Construction Costs		
6. Contingency Fund		
7. Fixed Equipment (Not included in Construction Contract)		
8. Moveable Equipment (List all equipment over \$50,000 as separate attachments)		
9. Other (Specify): _____		
B. Acquisition by gift, donation, or lease:		
1. Facility (inclusive of building and land)		
2. Building only		
3. Land only		
4. Equipment (Specify): _____		
5. Other (Specify): _____		
C. Financing Costs and Fees:		
1. Interim Financing		
2. Underwriting Costs		
3. Reserve for One Year's Debt Service		
4. Other (Specify): _____		
D. Estimated Project Cost (A+B+C)		\$45,000
E. CON Filing Fee		\$3,000
F. Total Estimated Project Cost (D+E)	TOTAL	\$48,000

GENERAL CRITERIA FOR CERTIFICATE OF NEED

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

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

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

NEED

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

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

RESPONSE:

Please see Attachment 1N (Criteria and Standards Narrative).

- 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 proposed service area includes Cannon, Clay, Cumberland, DeKalb, Fentress, Jackson, Macon, Overton, Pickett, Putnam, Smith, Trousdale and White Counties. The applicant believes this service area is reasonable because these counties are contiguous to their existing service area counties. In addition, this proposed service area is underserved. An additional choice of a hospice provider will be beneficial for the service area residents. Please see Attachment 2N for a county level map of the proposed service area.

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

HISTORICAL UTILIZATION

Unit Type: <input type="checkbox"/> Procedures <input type="checkbox"/> Cases <input checked="" type="checkbox"/> Patients <input type="checkbox"/> Other _____		
Service Area Counties	Historical Utilization Most Recent Year (Year = 2024)	% of Total
Williamson	29	10.07%
Rutherford	16	5.56%
Wilson	8	2.78%
Robertson	6	2.08%
Sumner	11	3.82%
Davidson	218	75.69%
Total	288	100%

PROJECTED UTILIZATION

Unit Type: <input type="checkbox"/> Procedures <input type="checkbox"/> Cases <input checked="" type="checkbox"/> Patients <input type="checkbox"/> Other _____		
Service Area Counties	Projected Utilization Recent Year 1 (Year = 2026)	% of Total
Cannon	10	8.20%
Pickett	3	2.46%
Cumberland	28	22.95%
Putnam	14	11.48%
Smith	1	0.82%
White	10	8.20%
Clay	6	4.92%
Trousdale	1	0.82%
Overton	3	2.46%
DeKalb	1	0.82%
Fentress	14	11.48%
Jackson	7	5.74%
Macon	24	19.67%
Total	122	100%

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

RESPONSE:

The target population for this application for hospice services is 55+. While most patients are expected to be in the 65+ age range, there are generally at least 10% of patients who are under the age of 65 in the proposed service area. The applicant felt the most conservative approach was to use the population 55 and older as the target population even though some of the patients are younger than 55.

These statistics support the need for Heart and Soul Hospice, LLC to be allowed to operate in this service area. The Applicant seeks to serve the underserved population, and a large percentage of this population is poorer and there is a higher percentage of elderly people. The number of patients the Applicant projects to serve are significantly less than the expected growth of the target population in the service area.

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:

Please see Attachment 3N.B

- 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 Applicant will provide hospice services to targeted underserved populations, to ensure that this group of individuals has proper access to this essential type of health care. The characteristics of the targeted populations signal the need for hospice services and educational programs because of significant underutilization and need for services in the services area. Access to quality healthcare and knowledge of available services are important aspects of ensuring that health disparities for underserved populations are properly addressed and eliminated.

The Applicant takes these health disparities into consideration by providing a service specifically targeting those who have limited utilization of such services. Access to hospice care is essential, as it improves the quality of life and the experience of family members involved. The Applicant currently fulfills the unmet needs of Tennesseans by maintaining educational programs and altering the scope of hospice services to maximize utilization and benefit for targeted populations in the counties in which its related agencies currently provide services. The Applicant wishes to further implement these methods in Cannon, Clay, Cumberland, DeKalb, Fentress, Jackson, Macon, Overton, Pickett, Putnam, Smith, Trousdale and White Counties for the benefit of residents in those areas. The successful implementation of the Applicant's services in the additional counties will help reduce current health disparities and increase trust in the health care system.

- 5N. Describe the existing and approved but unimplemented services of similar healthcare providers in the service area. Include utilization and/or occupancy trends for each of the most recent three years of data available for this type of project. List each provider and its utilization and/or occupancy individually. Inpatient bed projects must include the following data: Admissions or discharges, patient days. Average length of stay, and occupancy. Other projects should use the most appropriate measures, e.g. cases, procedures, visits, admissions, etc. This does not apply to projects that are solely relocating a service.

RESPONSE:

Please see the tables attached as Attachment 5NR for utilization in the service area. The number of patients served grew from 2,083 to 2,337 from 2022 to 2024 for an overall increase of 12.19%. The Applicant anticipates serving 122 patients in the first year of operation and 155 patients in the second year of operation. This utilization should have little to no effect on existing providers and will provide increased access to an important health care service to underserved service area residents

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

RESPONSE:

The Applicant identified a reasonable number of patients it could serve the first year of operation, based on the existing need of 297 patients in the counties in the proposed service area. It does not feel it will immediately meet all the need in the service area, although it does feel that it will meet the need in Putnam and Overton Counties the first year. Applicant included Trousdale, Smith and DeKalb Counties because they are adjacent to its existing service area and the proposed service area. It is reasonable to expect that it may receive referrals for those counties. It included one patient for each of those counties. It then looked at the number and percentage of the target population 55+ and calculated need for each county based on its proportion of the service area target population. Thus, the need in the first year of operation is 122 patients. The applicant anticipated that it would ramp up utilization in the second year of operation by about 27%, for an increase to 155 patients in the second year of operation. For the second year, it also looked at the growth in that service area. The target population is expected to grow 5.31%. It held the projected utilization steady for Putnam and Overton Counties, as well as those counties for which only 1 patient was included. As the need in the service area is 297 patients, the Applicant felt this was a reasonable projected increase.

	2023	2024	2025	2026	2027
Proposed Service Area Patients	0	0	0	122	155

- 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:

Not applicable.

CONSUMER ADVANTAGE ATTRIBUTED TO COMPETITION

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

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

RESPONSE: Not applicable.

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

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

WellCare Health Insurance of Tennessee, Inc.

Others

RESPONSE: Oscar, America's Choice Provider Network (Commercial), America's Choice Provider Network (Med Advantage), BCBS Medicaid (BlueCare and TennCare Select), Provider Network of America (Commercial), Provider Network of America (Med Advantage), Optum (CCN), WellPoint/Amerigroup (Medicaid)

- 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:

Even though there are other hospice agencies available in the proposed service area, the applicant does not feel the addition of its hospice agency will have any significant adverse effects on the other agencies.

It will be helpful for consumers to have an additional choice to receive hospice services in the proposed service area, especially one that will focus on underserved patient populations. In the tables included in this application, the applicant's charges compare favorably to the charges of other area hospice agencies. Of the 14 hospice agencies serving Cannon, Clay, Cumberland, DeKalb, Fentress, Jackson, Macon, Overton, Pickett, Putnam, Smith, Trousdale and White Counties, Heart and Soul Hospice has charges that are in line with the charges of the other area hospice providers. It is at or the same as 6 of the providers and higher than 8 of the providers.

Attachment 3C contains letters of support from the community. As is shown in these letters, the community is in favor of an additional hospice provider.

- 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 applicant anticipates having an additional 12.25 direct patient care positions to meet the needs of the patients in the proposed service area counties. The applicant's related agencies currently meet the licensing guidelines of the State of Tennessee Health Facilities Commission as well as the accreditation standards for the Community Health Accreditation Program ("CHAP"). It has been able to successfully recruit for its existing agencies and anticipates being able to recruit additional staff for the expansion of its existing service area.

- 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 Tennessee hospice agencies with common ownership with the Applicant are currently licensed by the Health Facilities Commission and accredited by CHAP. **Attachment 5C** contains a copy of the CHAP Certificate of Accreditation as well as the Health Facilities license for the Davidson County agency. Thus, the Applicant is familiar with these requirements and will comply with all regulations and requirements concerning clinical leadership, physician supervision, quality assurance policies and programs, utilization review policies and programs, record keeping, clinical staffing requirements, and staff education.

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

HISTORICAL DATA CHART

- Project Only
 Total Facility

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

	Year 1	Year 2	Year 3
	2022	2023	2024
A. Utilization Data			
Specify Unit of Measure <u>Patients</u>	<u>49</u>	<u>167</u>	<u>291</u>
B. Revenue from Services to Patients			
1. Inpatient Services	<u>\$411,214.00</u>	<u>\$2,543,328.25</u>	<u>\$4,907,746.00</u>
2. Outpatient Services	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
3. Emergency Services	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
4. Other Operating Revenue (Specify) _____	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Gross Operating Revenue	<u>\$411,214.00</u>	<u>\$2,543,328.25</u>	<u>\$4,907,746.00</u>
C. Deductions from Gross Operating Revenue			
1. Contractual Adjustments	<u>\$82,243.00</u>	<u>\$506,642.25</u>	<u>\$979,396.00</u>
2. Provision for Charity Care	<u>\$0.00</u>	<u>\$10,075.00</u>	<u>\$26,281.00</u>
3. Provisions for Bad Debt	<u>\$2,056.00</u>	<u>\$12,666.00</u>	<u>\$24,485.00</u>
Total Deductions	<u>\$84,299.00</u>	<u>\$529,383.25</u>	<u>\$1,030,162.00</u>
NET OPERATING REVENUE	<u>\$326,915.00</u>	<u>\$2,013,945.00</u>	<u>\$3,877,584.00</u>

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>Patients</u>	<u>122</u>	<u>155</u>
B. Revenue from Services to Patients		
1. Inpatient Services	<u>\$0.00</u>	<u>\$0.00</u>
2. Outpatient Services	<u>\$807,331.34</u>	<u>\$995,468.90</u>
3. Emergency Services	<u>\$0.00</u>	<u>\$0.00</u>
4. Other Operating Revenue (Specify) _____	<u>\$0.00</u>	<u>\$0.00</u>
Gross Operating Revenue	<u>\$807,331.34</u>	<u>\$995,468.90</u>
C. Deductions from Gross Operating Revenue		
1. Contractual Adjustments	<u>\$16,146.63</u>	<u>\$19,909.38</u>
2. Provision for Charity Care	<u>\$8,073.31</u>	<u>\$9,954.69</u>
3. Provisions for Bad Debt	<u>\$4,036.66</u>	<u>\$4,977.34</u>

	Total Deductions	\$28,256.60	\$34,841.41
NET OPERATING REVENUE		\$779,074.74	\$960,627.49

PROJECTED DATA CHART

- Total Facility
 Project Only

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

	Year 1	Year 2
	<u>2026</u>	<u>2027</u>
A. Utilization Data		
Specify Unit of Measure <u>Patients</u>	<u>468</u>	<u>515</u>
B. Revenue from Services to Patients		
1. Inpatient Services	<u>\$6,696,626.54</u>	<u>\$7,130,151.40</u>
2. Outpatient Services	<u>\$0.00</u>	<u>\$0.00</u>
3. Emergency Services	<u>\$0.00</u>	<u>\$0.00</u>
4. Other Operating Revenue (Specify) _____	<u>\$0.00</u>	<u>\$0.00</u>
	Gross Operating Revenue	
	<u>\$6,696,626.54</u>	<u>\$7,130,151.40</u>
C. Deductions from Gross Operating Revenue		
1. Contractual Adjustments	<u>\$1,194,005.67</u>	<u>\$1,246,845.88</u>
2. Provision for Charity Care	<u>\$66,966.26</u>	<u>\$71,301.52</u>
3. Provisions for Bad Debt	<u>\$62,929.61</u>	<u>\$66,324.17</u>
	Total Deductions	
	<u>\$1,323,901.54</u>	<u>\$1,384,471.57</u>
NET OPERATING REVENUE	<u>\$5,372,725.00</u>	<u>\$5,745,679.83</u>

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

Project Only Chart

	Previous Year to Most Recent Year	Most Recent Year	Year One	Year Two	% Change (Current Year to Year 2)
Gross Charge (<i>Gross Operating Revenue/Utilization Data</i>)	\$8,392.12	\$15,229.51	\$6,617.47	\$6,422.38	-0.62
Deduction from Revenue (<i>Total Deductions/Utilization Data</i>)	\$1,720.39	\$3,169.96	\$231.61	\$224.78	-0.94
Average Net Charge (<i>Net Operating Revenue/Utilization Data</i>)	\$6,671.73	\$12,059.55	\$6,385.86	\$6,197.60	-0.53

- 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 current charges are listed above. The applicant anticipates net operating revenue of \$779,074.74 in the first year of operation of the project and revenue of \$960,627.49 in the second year of operation of the project for the project only.

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

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

RESPONSE:

Please see Attachment 9C for a list of net charges for the hospice facilities in the applicant's service area. Applicant's net charge for 2024 of \$169 compares favorably to other service area hospice agencies. Of the 14 other hospice providers operating in the service area, it is essentially the same or lower than 6 of them.

- 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	\$666,048.36	82.50	\$821,261.84	82.50
TennCare/Medicaid	\$108,989.73	13.50	\$134,388.30	13.50
Commercial/Other Managed Care	\$24,219.94	3.00	\$29,864.07	3.00
Self-Pay	\$8,073.31	1.00	\$9,954.69	1.00
Other(Specify)				
Total	\$807,331.34	100%	\$995,468.90	100%
Charity Care	\$8,073.31		\$9,954.69	

**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: Please see table above for the projected payor mix for the project only. Most of the patients are expected to be Medicare patients (82.5%). The applicant also anticipates that 13.5% of the patients will be Medicaid/TennCare patients. These will be either TennCare patients who are younger than 65 or TennCare/Medicaid patients who are in nursing homes who need hospice services.

QUALITY STANDARDS

- 1Q.** Per PC 1043, Acts of 2016, any receiving a CON after July 1, 2016, must report annually using forms prescribed by the Agency concerning appropriate quality measures. Please attest that the applicant will submit an annual Quality Measure report when due.

- Yes
 No

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

- Does the applicant commit to maintaining the staffing comparable to the staffing chart presented in its CON application?
 - Yes
 - No
- Does the applicant commit to obtaining and maintaining all applicable state licenses in good standing?

Yes

No

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

Yes

No

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

Credential	Agency	Status (Active or Will Apply)	Provider Number or Certification Type
Licensure	<input checked="" type="checkbox"/> Health Facilities Commission/Licensure Division <input type="checkbox"/> Intellectual & Developmental Disabilities <input type="checkbox"/> Mental Health & Substance Abuse Services	Active	00000624
Certification	<input checked="" type="checkbox"/> Medicare <input checked="" type="checkbox"/> TennCare/Medicaid <input type="checkbox"/> Other _____	Active Active	441605 Q072626
Accreditation(s)	CHAP – Community Health Accreditation Partner	Active	3005803

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		
LPN	1.00	0.75
Clinical Director/Assistant Director	1.00	0.50
Social Workers	2.50	1.25
RN Position 1	7.50	4.00
Nurse Practitioner	0.20	0.25
Chaplain	1.50	0.75
Hospice Aides	5.00	4.00
Medical Director	0.50	0.25
Bereavement Counselor	0.50	0.50
Total Direct Patient Care Positions	19.7	12.25

B. Non-Patient Care Positions		
Admin Position 1	1.00	1.00
Receptionist, Office Manager, Position 2	1.00	1.00
Office Personnel	1.00	1.00
Nutritionist/Dietician	0.25	0.25
Volunteer Coordinator	0.50	0.50
Total Non-Patient Care Positions	3.75	3.75
Total Employees (A+B)	23.45	16

C. Contractual Staff		
Contractual Staff Position	0.00	0.00
Total Staff (A+B+C)	23.45	16

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		01/21/26
2. Building Construction Commenced		01/20/26
3. Construction 100% Complete (Approval for Occupancy)		01/20/26
4. Issuance of License	30	02/19/26
5. Issuance of Service	45	03/06/26
6. Final Project Report Form Submitted (Form HR0055)	90	04/20/26

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



Kim Harvey Looney, Partner
 K&L Gates LLP
 501 Commerce Street
 Suite 1500
 Nashville, TN 37203

This is to certify that the placement for **Notification of Intent to Apply for a Certificate of Need – Heart and Soul Hospice, LLC** appeared in the following newspapers on the dates listed here and on the enclosed invoice A25.7296.

Byrdstown – Pickett County Press – Pickett County
 11/13/2025

Carthage – Carthage Courier – Smith County
 11/13/2025

Celina – Dale Hollow Horizon – Clay County
 11/12/2025

Cookeville – Herald-Citizen – Putnam County
 11/12/2025

Gainesboro – Jackson County Sentinel – Jackson County
 11/11/2025

Hartsville – The Hartsville Vidette – Trousdale County
 11/15/2025

Jamestown – Fentress Courier Today – Fentress County
 11/12/2025

Knoxville - Knoxville News Sentinel – Cumberland County
 11/11/2025

Lafayette – Macon County Chronicle – Macon County
 11/11/2025

Livingston – Overton County News – Overton County
 11/11/2025

Smithville – Smithville Review – DeKalb County
 11/12/2025

Sparta – The Expositor – White County
 11/11/2025

Woodbury – Cannon Courier – Cannon County
11/11/2025

This Fifteenth day of November, 2025

Alisa Subhakul

Alisa Subhakul, Junior Media Buyer

Sworn before me this 15th day of November, 2025

Earl Goodman

Earl Goodman, Notary Public

My commission expires July 1, 2028





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Page 1 of 2

Invoice

Agency Maura Nelson
K&L Gates LLP
Kim Harvey Looney, Partner
501 Commerce Street
Suite 1500
Nashville, TN 37203

Invoice Date 11/21/2025
PO Number
Order A25.7296

Client Heart and Soul Hospice, LLC
Reps Direct Earl Goodman

Vendor	Run Date	Ad Size	Rate Name	Rate	Color Rate Name	Color Rate	Discount	Total
Byrdstown - Pickett County Press	11/13/2025	2 x 3.5	Classified National	\$4.50		\$0.00	0.0000 %	\$31.50
	Caption	Notification Of Intent To Apply For A Certificate Of Need - Heart and Soul Hospice, LLC						
Carthage - Carthage Courier	11/13/2025	2 x 3.5	Classified National	\$6.00		\$0.00	0.0000 %	\$42.00
	Caption	Notification Of Intent To Apply For A Certificate Of Need - Heart and Soul Hospice, LLC						
Celina - Dale Hollow Horizon	11/12/2025	2 x 3.5	Classified Local	\$4.80		\$0.00	0.0000 %	\$33.60
	Caption	Notification Of Intent To Apply For A Certificate Of Need - Heart and Soul Hospice, LLC						
Cookeville - Herald-Citizen	11/12/2025	2 x 3.5	Classified National	\$12.73		\$0.00	0.0000 %	\$89.11
	Caption	Notification Of Intent To Apply For A Certificate Of Need - Heart and Soul Hospice, LLC						
Gainesboro - Jackson County Sentinel	11/11/2025	2 x 3.5	Classified National	\$5.50		\$0.00	0.0000 %	\$38.50
	Caption	Notification Of Intent To Apply For A Certificate Of Need - Heart and Soul Hospice, LLC						
Hartsville - The Hartsville Vidette	11/15/2025	2 x 3.5	Classified National	\$5.85		\$0.00	0.0000 %	\$40.95
	Caption	Notification Of Intent To Apply For A Certificate Of Need - Heart and Soul Hospice, LLC						
Jamestown - Fentress Courier Today	11/12/2025	2 x 3.5	Classified National	\$6.50		\$0.00	0.0000 %	\$45.50
	Caption	Notification Of Intent To Apply For A Certificate Of Need - Heart and Soul Hospice, LLC						
Knoxville - Knoxville News Sentinel	11/11/2025	2 x 3.5	Public Notice Classified	\$25.00		\$0.00	0.0000 %	\$175.00
	Caption	Notification Of Intent To Apply For A Certificate Of Need - Heart and Soul Hospice, LLC						
Lafayette - Macon County Chronicle	11/11/2025	2 x 3.5	Classified National	\$12.00		\$0.00	0.0000 %	\$84.00
	Caption	Notification Of Intent To Apply For A Certificate Of Need - Heart and Soul Hospice, LLC						
Livingston - Overton County News	11/11/2025	2 x 3.5	Classified National	\$8.12		\$0.00	0.0000 %	\$56.84
	Caption	Notification Of Intent To Apply For A Certificate Of Need - Heart and Soul Hospice, LLC						
Smithville - Smithville Review	11/12/2025	2 x 3.5	Classified National	\$7.50		\$0.00	0.0000 %	\$52.50
	Caption	Notification Of Intent To Apply For A Certificate Of Need - Heart and Soul Hospice, LLC						
Sparta - The Expositor	11/11/2025	2 x 4	Classified National	\$10.00		\$0.00	0.0000 %	\$80.00
	Caption	Notification Of Intent To Apply For A Certificate Of Need - Heart and Soul Hospice, LLC						
Woodbury - Cannon Courier	11/11/2025	2 x 5	Classified National	\$7.00		\$0.00	0.0000 %	\$70.00
	Caption	Notification Of Intent To Apply For A Certificate Of Need - Heart and Soul Hospice, LLC						

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Page 2 of 2

Invoice

Agency Maura Nelson
 K&L Gates LLP
 Kim Harvey Looney, Partner
 501 Commerce Street
 Suite 1500
 Nashville, TN 37203

Invoice Date 11/21/2025
PO Number
Order A25.7296

Client Heart and Soul Hospice, LLC
Reps Direct Earl Goodman

Vendor	Run Date	Ad Size	Rate Name	Rate	Color Rate Name	Color Rate	Discount	Total
Total Advertising								\$839.50
Discounts								\$0.00
Misc. Charges								\$0.00
USA Tax								\$0.00
Total Invoice								\$839.50
Payments								\$839.50
Adjustments								\$0.00
Balance Due								\$0.00

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MISCELLANEOUS

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 Heart and Soul Hospice, LLC, a/an existing Hospice Agency owned by Heart and Soul Hospice, LLC with an ownership type of Limited Liability Company and to be managed by itself intends to file an application for a Certificate of Need for the addition of Cannon, Clay, Cumberland, DeKalb, Fentress, Jackson, Macon, Overton, Pickett, Putnam, Smith, Trousdale and White Counties to its service area (License #624). The address of the project will be 451 Century Boulevard, Suite 110, Nashville, Davidson County, Tennessee, 37214. The estimated project cost will be \$200,000. The anticipated date of filing the application is on or before 12/1/2025. The contact person for this project is Attorney Kim Looney who may be reached at K&L Gates LLP - 501 Commerce Street, Suite 1500, Nashville, Tennessee, 37203 - Contact No. -615-780-6727. The published Letter of Intent must contain the following statement pursuant to T.C.A. §68-11-1607 (c)(1). (A) Any healthcare institution wishing to oppose a Certificate of Need application must file a written notice with the Health Facilities Commission no later than fifteen (15) days before the regularly scheduled Health Facilities Commission meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application may file a written objection with the Health Facilities Commission at or prior to the consideration of the application by the Commission, or may appear in person to express opposition. Written notice of opposition may be sent to: Health Facilities Commission, Andrew Jackson Building, 9th Floor, 503 Deaderick Street, Nashville, TN 37243 or email at hdsa.staff@tn.gov.

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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 River City Infusion, LLC, a/an Home Health Agency owned by River City Infusion, LLC with an ownership type of Limited Liability Company and to be managed by itself intends to file an application for a Certificate of Need for the establishment of a home care organization and the initiation of home health services limited to home infusion and related nursing services for pharmacy patients of RCIV, LLC d/b/a Vital Care of Chattanooga. The project will serve a proposed service area of 95 counties: Anderson, Bedford, Benton, Bledsoe, Blount, Bradley, Campbell, Cannon, Carroll, Carter, Cheatham, Chester, Claiborne, Clay, Cocke, Coffee, Crockett, Cumberland, Davidson, Decatur, DeKalb, Dickson, Dyer, Fayette, Fentress, Franklin, Gibson, Giles, Grainger, Greene, Hamblen, Hamilton, Hancock, Hardeman, Hardin, Hawkins, Haywood, Henderson, Henry, Hickman, Houston, Humphreys, Jackson, Jefferson, Johnson, Knox, Lauderdale, Lawrence, Lewis, Lincoln, Loudon, Macon, Madison, Marion, Marshall, Maury, McMinn, McNairy, Meigs, Monroe, Montgomery, Moore, Morgan, Obion, Overton, Perry, Pickett, Polk, Putnam, Rhea, Roane, Robertson, Rutherford, Scott, Sequatchie, Sevier, Shelby, Smith, Stewart, Sullivan, Sumner, Tipton, Trousdale, Unicoi, Union, Van Buren, Warren, Washington, Wayne, Weakley, White, Williamson and Wilson Counties, as well as CON-exempt Grundy and Lake Counties. The address of the project will be 1200 Mountain Creek Road, Suite 440, Chattanooga, Hamilton, Tennessee, 37405. The estimated project cost will be \$180,000. The anticipated date of filing the application is on or before December 1, 2025. The contact person for this project is Michael D. Brent, who may be reached at Bradley Arant Boult Cummings LLP, 1221 Broadway, Suite 2400, Nashville, Tennessee 37203 - Contact No. 615.252.2361; mbrent@bradley.com 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.

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 PROJECT NO.: R2BVAR-M3-034
 CONTRACT NO.: CNY131
 COUNTY: Cannon

The Tennessee Department of Transportation is about to make final settlement with the contractor for construction of the above numbered project. All persons wishing to file claims pursuant to Section 54-5-122, T.C.A. must file same with the Director of Construction, Tennessee Department of Transportation, Suite 700 James K. Polk Bldg., Nashville, Tennessee 37243-0326, on or before 12/26/2025.

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

Classifieds

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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 River City Infusion, LLC, a/an Home Health Agency owned by River City Infusion, LLC with an ownership type of Limited Liability Company and to be managed by itself intends to file an application for a Certificate of Need for the establishment of a home care organization and the initiation of home health services limited to home infusion and related nursing services for pharmacy patients of RCIV, LLC d/b/a Vital Care of Chattanooga. The project will serve a proposed service area of 95 counties: Anderson, Bedford, Benton, Bledsoe, Blount, Bradley, Campbell, Cannon, Carroll, Carter, Cheatham, Chester, Claiborne, Clay, Cocke, Coffee, Crockett, Cumberland, Davidson, Deatur, DeKalb, Dickson, Dyer, Fayette, Fentress, Franklin, Gibson, Giles, Grainger, Greene, Hamblen, Hamilton, Hancock, Hardeman, Hardin, Hawkins, Haywood, Henderson, Henry, Hickman, Houston, Humphreys, Jackson, Jefferson, Johnson, Knox, Lauderdale, Lawrence, Lewis, Lincoln, Loudon, Macon, Madison, Marion, Marshall, Maury, McMinn, McNairy, Meigs, Monroe, Montgomery, Moore, Morgan, Obion, Overton, Perry, Pickett, Polk, Putnam, Rhea, Roane, Robertson, Rutherford, Scott, Sequatchie, Sevier, Shelby, Smith, Stewart, Sullivan, Sumner, Tipton, Trousdale, Unicoi, Union, Van Buren, Warren, Washington, Wayne, Weakley, White, Williamson and Wilson Counties, as well as CON-exempt Grundy and Lake Counties. The address of the project will be 1200 Mountain Creek Road, Suite 440, Chattanooga, Hamilton, Tennessee, 37405. The estimated project cost will be \$180,000. The anticipated date of filing the application is on or before December 1, 2025. The contact person for this project is Michael D. Brent, who may be reached at Bradley Arant Boult Cummings LLP, 1221 Broadway, Suite 2400, Nashville, Tennessee 37203 - Contact No. 615.252.2361; mbrent@bradley.com 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.

Help Wanted
COOK
Preparing 2 meals a weekend - Sat evening and Sun morning - for parishioners. Food provided. Salary depends on experience. Interested? Call MWF (931) 738-2140 9 a.m.-noon



NOTICE TO FURNISHERS OF LABOR AND MATERIALS TO: Superior Traffic Control, LLC
PROJECT NO.: R2BVAR-M3-034
CONTRACT NO.: CNY131
COUNTY: White
The Tennessee Department of Transportation is about to make final settlement with the contractor for construction of the above numbered project. All persons wishing to file claims pursuant to Section 54-5-122, T.C.A. must file same with the Director of Construction, Tennessee Department of Transportation, Suite 700 James K. Polk Bldg., Nashville, Tennessee 37243-0326, on or before 12/26/2025.

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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 Heart and Soul Hospice, LLC, a/an existing Hospice Agency owned by Heart and Soul Hospice, LLC with an ownership type of Limited Liability Company and to be managed by itself intends to file an application for a Certificate of Need for the addition of Cannon, Clay, Cumberland, DeKalb, Fentress, Jackson, Macon, Overton, Pickett, Putnam, Smith, Trousdale and White Counties to its service area (License #624). The address of the project will be 51 Century Boulevard, Suite 110, Nashville, Davidson County, Tennessee, 37214. The estimated project cost will be \$200,000. The anticipated date of filing the application is on or before 12/1/2025. The contact person for this project is Attorney Kim Looney who may be reached at K&L Gates LLP - 501 Commerce Street, Suite 1500, Nashville, Tennessee, 37203 - Contact No. -615-780-6727. The published Letter of Intent must contain the following statement pursuant to T.C.A. §68-11-1607 (c)(1). (A) Any healthcare institution wishing to oppose a Certificate of Need application must file a written notice with the Health Facilities Commission no later than fifteen (15) days before the regularly scheduled Health Facilities Commission meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application may file a written objection with the Health Facilities Commission at or prior to the consideration of the application by the Commission, or may appear in person to express opposition. Written notice of opposition may be sent to: Health Facilities Commission, Andrew Jackson Building, 9th Floor, 503 Deaderick Street, Nashville, TN 37243 or email at hsda.staff@tn.gov.

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November 12, 2025

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NOTICE TO FURNISHERS OF LABOR AND MATERIALS TO:
 Superior Traffic Control, LLC
 PROJECT NO.: R2BVAR-M3-034
 CONTRACT NO.: CNY131
 COUNTY: DeKalb
 The Tennessee Department of Transportation is about to make final settlement with the contractor for construction of the above numbered project. All persons wishing to file claims pursuant to Section 54-5-122, T.C.A. must file same with the Director of Construction, Tennessee Department of Transportation, Suite 700 James K. Polk Bldg., Nashville, Tennessee 37243-0326, on or before 12/26/2025.

DeKALB COUNTY CHANCERY COURT, PROBATE DIVISION NOTICE TO CREDITORS THE ESTATE OF DORIS JUDKINS, DECEASED DOCKET NO. 2025PR65

Notice is hereby given that on the 5th day of November, 2025, Letters of Testamentary in respect to the estate of Doris Judkins, deceased, who died October 11, 2025, were issued to the undersigned by the Chancery Court of DeKalb County, Tennessee.

All persons, resident and non-resident, having claims, matured or not, against the estate are required to file the same with the clerk of the above-named court on or before the earlier of the dates prescribed in (1) or (2) otherwise their claims will be forever barred: (1) (A) Four (4) months from the date of the first publication of this notice if the creditor received an actual copy of this notice to creditors at least sixty (60) days before the date that is four (4) months from the date of the first publication; or (B) Sixty (60) days from the date the creditor received an actual copy of the notice to creditors if the creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of first publication as described in (1)(A); or (2) Twelve (12) months from the decedent's date of death. This the 5th day of November, 2025.

Glenisa Willard, Executrix
 Bratten H. Cook II, Attorney
 NICOLE WRIGHT,
 Clerk and Master
 November 12, 19, 2025

NOTICE OF TRUSTEE'S SALE

WHEREAS, default has occurred in the performance of the covenants, terms, and conditions of a Deed of Trust Note dated July 8, 2024, and the Deed of Trust of even date securing the same, recorded July 12, 2024, in Book No. 575, at Page 3, in Office of the Register of Deeds for DeKalb County, Tennessee, executed by Jeremy Hamilton, conveying certain property therein described to Paramount Title Services, LLC as Trustee for Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for Van Dyk Mortgage Corporation, its successors and assigns; and the undersigned, Foundation Legal Group, LLP fka Wilson & Associates, P.L.L.C., having been appointed Successor Trustee by VanDyk Mortgage Corpora-

0900 LEGALS

tion. NOW, THEREFORE, notice is hereby given that the entire indebtedness has been declared due and payable; and that an agent of Foundation Legal Group, LLP fka Wilson & Associates, P.L.L.C., as Successor Trustee, by virtue of the power, duty, and authority vested in and imposed upon said Successor Trustee, by VanDyk Mortgage Corporation, will, on **December 23, 2025 on or about 11:00 AM, at the At the De Kalb County Courthouse 1 Public Square, Smithville, TN 37166**, offer for sale certain property hereinafter described to the highest bidder **FOR certified funds** paid at the conclusion of the sale, or credit bid from a bank or other lending entity pre-approved by the successor trustee. The sale is free from all redemptions, which are expressly waived in the Deed of Trust, said property being real estate situated in DeKalb County, Tennessee, and being more particularly described as follows:

SITUATED, LYING AND BEING in the Twenty First (21st) Civil District of DeKalb County, Tennessee and being more particularly described as follows: Being Lot 8 of Cassidy's Divide as shown on plat of record in Book 1, Slide 1628, Register's Office for DeKalb County, Tennessee, to which Plat reference is hereby made for a more complete legal description. Subject to the Restrictive Covenants recorded in Book 528, Page 495; subject to the Application for Greenbelt of record in Book 32, Page 390; and further subject to the plat of record in Plat Book 1, Page 1628, in the official records of DeKalb County, Tennessee.

ALSO KNOWN AS: 380 Webb Lane, Smithville, TN 37166

This sale is subject to all matters shown on any applicable recorded plat; any unpaid taxes; any restrictive covenants, easements, or setback lines that may be applicable; any statutory rights of redemption of any governmental agency, state or federal; any prior liens or encumbrances as well as any priority created by a fixture filing; and to any matter that an accurate survey of the premises might disclose. In addition, the following parties may

0900 LEGALS

claim an interest in the above-referenced property: **JEREMY HAMILTON TENANTS OF THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT**

The sale held pursuant to this Notice may be rescinded at the Successor Trustee's option at any time. The right is reserved to adjourn the day of the sale to another day, time, and place certain without further publication, upon announcement at the time and place for the sale set forth above. In the event of inclement weather, the trustee hereby announces that the sale will be postponed and that notices of said postponement for inclement weather will be mailed to interested parties of record. As of July 1, 2025, notices pursuant to Tennessee Code Annotated §35-5-101 et seq. are posted online at **www.internetpostings.com** by a third-party internet posting company. **FLG No. 364001 DATED October 30, 2025** Foundation Legal Group, LLP fka WILSON & ASSOCIATES, P.L.L.C., Successor Trustee
 November 5, 12, 2025

DeKALB COUNTY CHANCERY COURT, PROBATE DIVISION NOTICE TO CREDITORS THE ESTATE OF THELMA JEAN GWYN, DECEASED DOCKET NO. 2025PR63

Notice is hereby given that on the 28th day of October, 2025, Letters of Testamentary in respect to the estate of Thelma Jean Gwyn, deceased, who died October 14, 2025, were issued to the undersigned by the Chancery Court of DeKalb County, Tennessee.

All persons, resident and non-resident, having claims, matured or not, against the estate are required to file the same with the clerk of the above-named court on or before the earlier of the dates prescribed in (1) or (2) otherwise their claims will be forever barred: (1) (A) Four (4) months from the date of the first publication of this notice if the creditor received an actual copy of this notice to creditors at least sixty (60) days before the date that is four (4) months from the date of the first publication; or (B) Sixty (60) days from the date the creditor received an actual copy of the notice to

0900 LEGALS

creditors if the creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of first publication as described in (1)(A); or (2) Twelve (12) months from the decedent's date of death. This the 28th day of October, 2025.
 Cathalene Officer, Executrix
 A. Vester Parsley, Jr., Attorney
 NICOLE WRIGHT,
 Clerk and Master
 November 5, 12, 2025

Bryan's Auto
1492 Sparta Hwy
Smithville, TN 37166
on Nov. 17, 2025
@ 9 AM

will sell to the highest bidders the following Vehicles:
2005 Merz SLK
Vin # WDBWK56F45F025290

2012 Chevy Camero
Vin # 2G1FB3D30C9172056

2018 Chevy Silverado
Vin # 3GCPTEC7JG108929



0900 LEGALS

NOTICE CODY WATSON
 The State of Tennessee, Department of Children's Services, has filed a Petition for Termination of Parental Rights as to Z.M. It appears that ordinary process of law cannot be served upon you because your whereabouts are unknown. You are hereby ORDERED to serve upon Mike Rocco, Attorney for the Tennessee Department of Children Services, Crossville, Tennessee 38555 an Answer to the Petition for Termination of Parental Rights filed by the Tennessee Department of Children Services, within thirty (30) days of the last day of publication of this notice, and pursuant to Rule 39(e)(1) of the Tenn. R. Juv. P. you must also

0900 LEGALS

appear in the Juvenile Court of Cumberland County, Tennessee at Crossville, Tennessee on the 14th day of January, 2025, at 9:00 a.m., for the Hearing on the Petition for Termination of Parental Rights by the State of Tennessee, Department of Children's Services if you fail to do so, a default judgment will be taken against you pursuant to Tenn. Code Ann. § 36-1-117(n) and Rule 55 of the Tenn. R. of Civ. P. for the relief demanded in the Petition. You may view and obtain a copy of the Petition and any other subsequently filed legal documents at the Juvenile Court Clerk's Office, Crossville, Tennessee. November 12, 19, 26; December 3, 2025

NOTIFICATION OF INTENT TO APPLY FOR A CERTIFICATE OF NEED

This is to provide official notice to the Health Facilities Commission and all interested parties, in accordance with T.C.A. §68-11-1601 et seq., and the Rules of the Health Facilities Commission, that River City Infusion, LLC, a/an Home Health Agency owned by River City Infusion, LLC with an ownership type of Limited Liability Company and to be managed by itself intends to file an application for a Certificate of Need for the establishment of a home care organization and the initiation of home health services limited to home infusion and related nursing services for pharmacy patients of RCIV, LLC d/b/a Vital Care of Chattanooga. The project will serve a proposed service area of 95 counties: Anderson, Bedford, Benton, Bledsoe, Blount, Bradley, Campbell, Cannon, Carroll, Carter, Cheatham, Chester, Claiborne, Clay, Cocke, Coffee, Crockett, Cumberland, Davidson, Decatur, DeKalb, Dickson, Dyer, Fayette, Fentress, Franklin, Gibson, Giles, Grainger, Greene, Hamblen, Hamilton, Hancock, Hardeman, Hardin, Hawkins, Haywood, Henderson, Henry, Hickman, Houston, Humphreys, Jackson, Jefferson, Johnson, Knox, Lauderdale, Lawrence, Lewis, Lincoln, Loudon, Macon, Madison, Marion, Marshall, Maury, McMinn, McNairy, Meigs, Monroe, Montgomery, Moore, Morgan, Obion, Overton, Perry, Pickett, Polk, Putnam, Rhea, Roane, Robertson, Rutherford, Scott, Sequatchie, Sevier, Shelby, Smith, Stewart, Sullivan, Sumner, Tipton, Trousdale, Union, Van Buren, Warren, Washington, Wayne, Weakley, White, Williamson and Wilson Counties, as well as CON-exempt Grundy and Lake Counties. The address of the project will be 1200 Mountain Creek Road, Suite 440, Chattanooga, Hamilton, Tennessee, 37405. The estimated project cost will be \$180,000. The anticipated date of filing the application is on or before December 1, 2025. The contact person for this project is Michael D. Brent, who may be reached at Bradley Arant Boult Cummings LLP, 1221 Broadway, Suite 2400, Nashville, Tennessee 37203 - Contact No. 615.252.2361; mbrent@bradley.com 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.

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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 Heart and Soul Hospice, LLC, a/an existing Hospice Agency owned by Heart and Soul Hospice, LLC with an ownership type of Limited Liability Company and to be managed by itself intends to file an application for a Certificate of Need for the addition of Cannon, Clay, Cumberland, DeKalb, Fentress, Jackson, Macon, Overton, Pickett, Putnam, Smith, Trousdale and White Counties to its service area (License #624). The address of the project will be 51 Century Boulevard, Suite 110, Nashville, Davidson County, Tennessee, 37214. The estimated project cost will be \$200,000. The anticipated date of filing the application is on or before 12/1/2025. The contact person for this project is Attorney Kim Looney who may be reached at K&L Gates LLP - 501 Commerce Street, Suite 1500, Nashville, Tennessee, 37203 - Contact No. -615-780-6727. The published Letter of Intent must contain the following statement pursuant to T.C.A. §68-11-1607 (c)(1). (A) Any healthcare institution wishing to oppose a Certificate of Need application must file a written notice with the Health Facilities Commission no later than fifteen (15) days before the regularly scheduled Health Facilities Commission meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application may file a written objection with the Health Facilities Commission at or prior to the consideration of the application by the Commission, or may appear in person to express opposition. Written notice of opposition may be sent to: Health Facilities Commission, Andrew Jackson Building, 9th Floor, 503 Deaderick Street, Nashville, TN 37243 or email at hscda.staff@tn.gov.

MIDDLE TENNESSEE NATURAL GAS UTILITY DISTRICT
www.mtng.com

Employment Opportunity Accounting Assistant Billing & Collections

Middle Tennessee Natural Gas Utility District has an opening for the position of **Accounting Assistant - Billing & Collections** in our Smithville Office.

The job description and employment application are available in PDF file format at www.mtng.com as **"Accounting Assistant - Billing & Collections"** and **"MTNG Employment Application."**

If you are interested in applying for this position, please send a resume and a completed MTNG Employment Application to:

Manager of Human Resources and Communications Department
 MTNG Administrative Center
 1030 W. Broad Street, Smithville, TN 37166

To be considered, all applications and accompanying resumes must be physically in the HRC Department no later than 4pm on Friday, November 21, 2025. Late and incomplete applications will not be considered.

The selected candidate must successfully complete a physical examination, drug test, and background check.

This institution is an equal opportunity provider and employer. If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascrusda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information request in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov

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CLASSIFIEDS



Public Notice

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

Notice Of Substitute Trustee's Sale Whereas, Dylan Austin Bilbrey, Unmarried Man by Deed of Trust (the "Deed of Trust"), dated 10/14/2022 and of record in Deed Book 281, Page(s) 79-99, and/or as Instrument Number 77627, in Register's Office of Overton County, Tennessee, conveyed to Law Office of Greg L. Groth, Trustee, the hereinafter described real property to secure the payment of a certain Promissory Note (the "Note") described in the Deed of Trust, which Note was payable to Iserve Residential Lending, LLC, and subsequently assigned to Freedom Mortgage Corporation, and Whereas, Nestor Solutions of Tennessee, LLC has been duly appointed Substitute Trustee by the owner and holder of the Note by instrument recorded in **Deed Book 342, Page(s) 838-840 and/or as Instrument Number 92949 in Register's Office of Overton County, Tennessee;** and Whereas, default has been made in the payment of the Note; and Whereas, the owner and holder of the Note has demanded that the hereinafter described real property be advertised and sold in satisfaction of the indebtedness and costs of foreclosure in accordance with the terms and provisions of the Note and Deed of Trust. The notice requirements of T.C.A. §35-5-101 and 35-5-104 have been satisfied. Now, Therefore, notice is hereby given that an agent of Nestor Solutions of Tennessee, LLC, Substitute Trustee, pursuant to the power, duty, and authority vested in and conferred by the Deed of Trust, will proceed to sell the below-mentioned property on **12/1/2025, at 2:00 PM at the East Door of the Overton County Courthouse, 100 East Court Square, Livingston, TN 38570,** to the highest call bidder for cash free from all legal, equitable and statutory rights of redemption, exemptions of homestead, rights by virtue of marriage, and all other exemptions of every kind, all of which have been waived in the Deed of Trust, certain real property located in Overton County, Tennessee, described as follows: Lying And Being In The Sixth Civil District Of Overton County, Tennessee, And Being More Particularly Described As Follows: Beginning At A Point On The East Margin Of A Gravel Road Known As Edgehill Street, Being The Northwest Corner Of The Gore Lands; Running With The East Margin Of The Road, 892 Feet To The Beginning Corner, And Continuing With The Road 100 Feet To A Stake Being The Corner Of The Rickey Scott Property; Thence Eastwardly 1575 Feet To A Corner; Thence Southwardly 100 Feet To A Corner; Thence 165 Feet Westwardly To The Beginning. The street address of the above-described property is believed to be **258 Stanley Carr Subdivision Road, Cookeville, TN 38506,** but if such address is not part of the legal description of the property sold herein and in the event of any discrepancy, the legal description herein shall control. This sale is subject to all matters shown on any applicable recorded plat; any unpaid taxes; any restrictive covenants, easements or setback lines that may be applicable; any statutory rights of redemption of any governmental agency, state or federal; any prior liens or encumbrances as well as any priority created by a fixture filing; and to any matter that an accurate survey of the premises might disclose. In addition, the following parties may claim an interest in the above-referenced property: **Owner of Property: Dylan Austin Bilbrey,** an unmarried man The sale is subject to occupant(s) rights in possession of the premises. All right of equity of redemption, statutory and otherwise, and homestead are expressly waived in said Deed of Trust, and the title is believed to be good, but the undersigned will sell and convey only as Substitute Trustee. The right is reserved to adjourn the day of the sale to another day, time, and place certain without further publication, upon announcement at the time and place for the sale set forth above. If the sale is set aside for any reason, the purchaser at the sale shall be entitled only to a return of the purchase price. The purchaser shall have no further record against the grantor, the grantee or the trustee.

Internet Posting Website: <https://tennesseepostings.com/>

Publication Dates:
11/4/2025 and 11/11/2025

Nestor Solutions
of Tennessee, LLC,
Substitute Trustee

214 5th Street, Suite 205
Huntington Beach,
California 92648

Phone: (888) 403-4115
TS#: 2025-18366-TN

11/11/25p



Public Notice

OVERTON COUNTY CHANCERY COURT, PROBATE DIVISION NOTICE TO CREDITORS

ESTATE OF: **Patricia Gail Reagan** (deceased)

CASE NO. 25-PR-77

Notice is hereby given that on the 6th day of November 2025, Letters of Administration, in respect to the estate of **Patricia Gail Reagan**, deceased, who died on September 25th, 2025, were issued to the undersigned Dustin D. Sidwell by the Chancery Court/Probate Division of Overton County, Tennessee.

All persons, resident and non-resident, having claims, matured or not, against the estate are required to file same with the Clerk and Master of the above named Court on or before the earlier of the dates prescribed in (1) or (2), otherwise their claims will be forever barred:

(1) (a) Four (4) months from the date of the first publication (or posting), as the case may be) of this notice if the creditor received an actual copy of this notice to creditors at least sixty (60) days before the date that is four (4) months from the date of the first publication (or posting); (b) Sixty (60) days from the date the creditor received an actual copy of this notice to creditors if the creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of first publication (or posting) as described in (1) (a); or

(2) Twelve (12) months from the decedent's date of death.

This the 7th day of November 2025.

Dustin D. Sidwell
Administrator for said Estate
of: **Patricia Gail Reagan**

J. Steve Daniels
Attorney for the Estate
Post Office Box 13
Livingston, Tennessee 38570
(931) 823-6177

Julie Raines,
Clerk & Master
Chancery Court/Probate Division
Post Office Box 127
Livingston, Tennessee 38570
(931) 823-2536

11/11/25p



Public Notice

OVERTON COUNTY CHANCERY COURT, PROBATE DIVISION NOTICE TO CREDITORS

ESTATE OF: **Brenda Kay Dishman** (deceased)

CASE NO. 24-PR-70

Notice is hereby given that on the 6th day of November 2025, Letters of Administration, in respect to the estate of **Brenda Kay Dishman**, deceased, who died on June 30th, 2023, were issued to the undersigned Barbara E. Hinkle and Ronald Dishman by the Chancery Court/Probate Division of Overton County, Tennessee.

All persons, resident and non-resident, having claims, matured or not, against the estate are required to file same with the Clerk and Master of the above named Court on or before the earlier of the dates prescribed in (1) or (2), otherwise their claims will be forever barred:

(1) (a) Four (4) months from the date of the first publication (or posting), as the case may be) of this notice if the creditor received an actual copy of this notice to creditors at least sixty (60) days before the date that is four (4) months from the date of the first publication (or posting); (b) Sixty (60) days from the date the creditor received an actual copy of this notice to creditors if the creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of first publication (or posting) as described in (1) (a); or

(2) Twelve (12) months from the decedent's date of death.

This the 7th day of November 2025.

Barbara E. Hinkle
and **Ronald Dishman**
Administrators for said Estate
of: **Brenda Kay Dishman**

Julie E. Officer
Attorney for the Estate
Post Office Box 636
Livingston, Tennessee 38570
(931) 823-5657

Julie Raines,
Clerk & Master
Chancery Court/Probate Division
Post Office Box 127
Livingston, Tennessee 38570
(931) 823-2536

11/11/25p



Public Notice

RESOLUTION NO 2025-11-1

INITIAL RESOLUTION AUTHORIZING THE INCURRENCE OF INDEBTEDNESS BY THE TOWN OF LIVINGSTON, TENNESSEE, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$5,000,000 BY THE EXECUTION WITH THE PUBLIC BUILDING AUTHORITY OF THE CITY OF CLARKSVILLE, TENNESSEE, OF ONE OR MORE LOAN AGREEMENTS TO PROVIDE FUNDING FOR ENERGY SAVINGS PROJECTS FOR THE TOWN

WHEREAS, it is necessary and in the public interest of the Town of Livingston, Tennessee (the "Town"), to incur indebtedness, through the execution with The Public Building Authority of the City of Clarksville, Tennessee (the "Authority"), of one or more loan agreements (the "Loan Agreement"), for the purpose of financing energy savings projects, as hereinafter more fully described.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the Town of Livingston, Tennessee, as follows:

SECTION 1. For the purpose of financing all or a portion of the costs of certain public works projects, consisting of the costs of energy saving improvements and equipment throughout the Town, including LED lighting, energy saving devices, equipment, and improvements for property, facilities, and buildings, including the water and wastewater treatment plants within the Town, the acquisition of all other property real and personal appurtenant thereto and connected with such work, to pay all legal, fiscal, administrative, planning, and engineering costs incident thereto, and to pay costs incident to incurring the indebtedness (collectively, the "Project"), the Town is hereby authorized to incur indebtedness in the amount of not to exceed \$5,000,000, for the financing of the Project through the execution of a Loan Agreement with the Authority. The rate of interest payable pursuant to the provisions of a Loan Agreement shall be a fixed rate, which rate shall not exceed the maximum rate of interest permitted under the laws of the State of Tennessee.

SECTION 2. The indebtedness evidenced by the Loan Agreement shall be payable from funds of the Town legally available therefore and to the extent necessary from ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the Town, without limitation as to time, rate, and amount and for the punctual payment of said principal of, premium, if any, and interest on such Loan Agreement, the full faith and credit of the Town will be irrevocably pledged.

SECTION 3. The indebtedness evidenced by the Loan Agreement shall be incurred pursuant to the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act"), and Title 12, Chapter 10, Tennessee Code Annotated, as amended.

SECTION 4. After the adoption of this Resolution, the Town Clerk is directed to cause this Resolution, with the following notice prescribed by the Act, to be published in full once in a newspaper published and having general circulation in the Town.

NOTICE

The foregoing Resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition, signed by at least ten percent (10%) of the registered voters of the Town of Livingston, Tennessee, shall have been filed with the Town Clerk of the Town of Livingston, Tennessee, protesting the incurrence of the indebtedness by the execution of the Loan Agreement, the Loan Agreement will be executed, as proposed.

SECTION 5. This Resolution shall take effect from and after its adoption, the welfare of the Town requiring it.

Adopted and approved this 3rd day of November, 2025.

Lori Elder Burnett, Mayor

Attest: Phyllis Looper, Town Clerk



11/11/25c • PO#39821



Public Notice

NOTICE TO FURNISHERS OF LABOR AND MATERIALS TO: Superior Traffic Control, LLC
PROJECT NO.: R2BVAR-M3-034
CONTRACT NO.: CNY131
COUNTY: Overton

The Tennessee Department of Transportation is about to make final settlement with the contractor for construction of the above numbered project. All persons wishing to file claims pursuant to Section 54-5-122, T.C.A. must file same with the Director of Construction, Tennessee Department of Transportation, Suite 700 James K. Polk Bldg., Nashville, Tennessee 37243-0326, on or before 12/26/2025.



Service



Public Notice

PUBLIC NOTICE OVERTON COUNTY

Who: Enbridge/East Tennessee Natural Gas

When: work on pipeline right of way project beginning on November 3

Precution: Be cautious while driving around road construction, watch for construction workers

Hotline #: 1-888-992-0997

Roads affected: Rock Springs Rd., Ridge Rd., Harris Dr., Anderson Rd., Norrod Ln., Ridgell Ln., Union B Rd., Muddy Pond Rd., Low Gap Ln.



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	One Month.....\$10.00



Service



Service



Public Notice

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 Heart and Soul Hospice, LLC, a/an existing Hospice Agency owned by Heart and Soul Hospice, LLC with an ownership type of Limited Liability Company and to be managed by itself intends to file an application for a Certificate of Need for the addition of Cannon, Clay, Cumberland, DeKalb, Fentress, Jackson, Macon, Overton, Pickett, Putnam, Smith, Trousdale and White Counties to its service area (License #624). The address of the project will be 51 Century Boulevard, Suite 110, Nashville, Davidson County, Tennessee, 37214. The estimated project cost will be \$200,000. The anticipated date of filing the application is on or before 12/1/2025. The contact person for this project is Attorney Kim Looney who may be reached at K&L Gates LLP - 501 Commerce Street, Suite 1500, Nashville, Tennessee, 37203 - Contact No. -615-780-6727. The published Letter of Intent must contain the following statement pursuant to T.C.A. §68-11-1607 (c)(1). (A) Any healthcare institution wishing to oppose a Certificate of Need application must file a written notice with the Health Facilities Commission no later than fifteen (15) days before the regularly scheduled Health Facilities Commission meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application may file a written objection with the Health Facilities Commission at or prior to the consideration of the application by the Commission, or may appear in person to express opposition. Written notice of opposition may be sent to: Health Facilities Commission, Andrew Jackson Building, 9th Floor, 503 Deaderick Street, Nashville, TN 37243 or email at hdsd.staff@tn.gov.



Public Notice



Service



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Section B - Page 6 - Macon County Chronicle, November 11, 2025

PUBLIC NOTICES

DELINQUENT PROPERTY TAX SALE NOTICE IN THE CHANCERY COURT OF MACON COUNTY, LAFAYETTE, TENNESSEE

The State of Tennessee for the use and Benefit of Macon County, TN vs Delinquent Taxpayers for 2022 Real Property Taxes, Case #56CH1-2024-CV-6116

Pursuant to a Decree, entered in the above styled cause on August 15, 2025 of the Chancery Court of Macon County, Tennessee, the following properties will be sold, for failure to pay Delinquent Taxes, at the Justice Center Courtroom, 906 Hwy 52 Bypass E, Lafayette, TN 37083, on Saturday November 15, 2025, beginning at 10:00 a.m. Terms of the Sale will be cash or good check to the highest and best bidder. The Clerk and Master give no guarantees or warranties on the property bid on. All properties are subject to the statutory right of redemption. Interested buyers should make independent inquiry regarding description of the premises and condition of title prior to sale.

DELINQUENT COUNTY TAXES

Table with columns: Name, Address, Dist-Map-Parcel, Deed/Page, Tax Years, Nov cost. Lists various property owners and their tax details.

The above amounts include delinquent taxes, interest, court cost and attorney fees. Any incurred court cost will be added the day of the sale. This the 15th Day of October, 2025

Kristin Reid, Clerk and Master
E. Guy Holliman, Delinquent Tax Attorney

For information, call Clerk and Master's office 615-666-2000 or come by the office at 906 Hwy 52 By-Pass E, Lafayette, TN 37083. The office hours are Monday through Friday, 8:00 am until 4:00pm.

SUBSTITUTE TRUSTEE'S NOTICE OF SALE

Sale at public auction will be on December 18, 2025 at 11:00AM local time, at the Macon County Courthouse, 104 County Courthouse, Lafayette, TN pursuant to Deed of Trust executed by Roy Evans, Jr. and Gina Evans, to Angie Tuck, Trustee, as trustee for Citifinancial Services, Inc. on December 19, 2005 at Book TD392, Page 69; conducted by LLG Trustee TN LLC, having been appointed Substitute or Successor Trustee, all of record in the Macon County Register's Office. Default has occurred in the performance of the covenants, terms, and conditions of said Deed of Trust and the entire indebtedness has been declared due and payable.

Party Entitled to Enforce the Debt: BRAVO Residential Funding Trust 2023-RPL1, its successors and assigns.

The real estate located in Macon County, Tennessee, and described in the said Deed of Trust will be sold to the highest call bidder. The terms of the said Deed of Trust may be modified by other instruments appearing in the public record. Additional identifying information regarding the collateral property is below and is believed to be accurate, but no representation or warrant is intended.

Street Address: 530 Highland Road, Rbs, Tennessee 37150. Parcel Number: 028 021.01. Current Owner(s) of Property: Roy Evans, Jr.

This sale is subject to all matters shown on any applicable recorded Plat or Plan; any unpaid taxes and assessments; any restrictive covenants, easements or setback lines that may be applicable; rights of redemption, equity, statutory or otherwise, not otherwise waived in the Deed of Trust, including rights of redemption of any government agency, state or federal; and any and all prior deeds of trust, liens, dues, assessments, encumbrances, including those created by a fixture filing or any applicable homeowners' association dues or assessments; any defects, adverse claims and other matters that may

take priority over the Deed of Trust upon which this foreclosure sale is conducted or are not extinguished by this Foreclosure Sale; all claims or other matters, whether recorded or not, which may encumber the purchaser's title and any matter that an accurate survey of the premises might disclose.

The following parties may claim an interest in the above-referenced property to be affected by the foreclosure: any judgment creditor or lien holder with an interest subordinate to the said Deed of Trust or any party claiming by, through or under any of the foregoing. Such parties known to the Substitute Trustee may include: Town and Country Finance Company; Credit Acceptance Corp..

Terms of Sale will be public auction, for cash, free and clear of rights of homestead, redemption and dower to the extent disclaimed or inapplicable, and the rights of Roy Evans, Jr. and Gina Evans, and those claiming through him/her/it/them.

Any right of equity of redemption, statutory and otherwise, and homestead are waived in accord with the terms of said Deed of Trust, and the title is believed to be good, but the undersigned will sell and convey only as Substitute Trustee.

The right is reserved to postpone or adjourn the sale to another time certain or to another specified date, time, and location certain, without further newspaper publication or posting with the third-party internet posting company and announcing on the date, time, and location of sale; provided, however if the sale is postponed or adjourned for less than five (5) days after the original sale, announcement by internet posting is not required.

If you purchase a property at the foreclosure sale, the entire purchase price is due and payable at the conclusion of the auction in the form of a certified/bank check made payable to or endorsed to LOGS Legal Group LLP. No personal checks will be accepted. To this end, you

must bring sufficient funds to outbid the lender and any other bidders. Insufficient funds will not be accepted. Amounts received in excess of the winning bid will be refunded to the successful purchaser at the time the foreclosure deed is delivered.

This property is being sold with the express reservation that the sale is subject to confirmation by the lender or trustee. This sale may be rescinded only by the Substitute Trustee at any time. If the Substitute Trustee rescinds the sale, the purchaser shall only be entitled to a return of any money paid towards the purchase price and shall have no other recourse. Once the purchaser tenders the purchase price, the Substitute Trustee may deem the sale final in which case the purchaser shall have no remedy. The real property will be sold AS IS, WHERE IS, with no warranties or representations of any kind, express or implied, including without limitation, warranties regarding condition of the property or marketability of title.

THE PROPERTY IS SOLD WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, RELATING TO TITLE, MARKETABILITY OF TITLE, POSSESSION, QUIET ENJOYMENT OR THE LIKE AND FITNESS FOR A GENERAL OR PARTICULAR USE OR PURPOSE. The title is believed to be good, but the undersigned will sell and convey only as Substitute Trustee.

This Notice of Sale can be viewed online by Better Choice Notice Solutions at HTTPS://BetterChoiceNotices.com. LLG Trustee TN LLC Substitute Trustee 8520 Cliff Cameron Dr., Suite 330 Charlotte, NC 28269 Phone (704) 333-8107 Fax (704) 333-8156 File No. 25-125780

MEETING NOTICE

The Local Emergency Planning Committee meeting will meet on Wednesday, November 19th, 2025 at 9 a.m. at the Emergency Operations Center located at 898 Hwy 52 Bypass E, Lafayette, TN 37083.

MEETING NOTICE

The Macon County Planning Commission will meet on Tuesday November 18, 2025, at 6:00 p.m. at the Macon County Welcome Center at 685 Hwy 52 Bypass West in Lafayette, TN.

Notice to Creditors

Macon Chancery Court 906 Hwy 52 By-Pass East, Rm. 107 Lafayette, TN 37083 (615)666-2000

Case Number 56CH1-2025-PR-1511 Estate of Sherrie Darlene Johnson, Deceased Notice is hereby given that on October 30, of 2025 Letters Testamentary (or of Administration as the case may be) in respect of the estate of Sherrie Darlene Johnson, who died 11/24/2025, were issued to the undersigned by the Macon County Chancery Court of Macon County, Tennessee. All persons, resident and non-resident, having claims, matured or unmatured, against the estate are required to file the same with the Clerk of the abovenamed Court on or before the earlier of the dates prescribed in (1) or (2) otherwise their claims will be forever barred:

(1) (A) Four (4) months from the date of the first publication (or posting), if the creditor received an actual copy of this notice to creditors at least sixty (60) days before date that is four (4) months from the date of the first publication (or posting); (B) Sixty (60) days from the date the creditor received an actual copy of the notice to creditor, if they creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of the first publication (or posting) as described in (1) (A); or (2) Twelve (12) months from the decedent's date of death.

All persons indebted to the above Estate must come forward and make proper settlement with the undersigned at once. 10/30/2025 Barry Angela, Executor 10/30/2025 Dalis Holliman, Attorney 10/30/2025 Kristin Reid, Clerk & Master

Notice to Creditors

Macon Chancery Court 906 Hwy 52 By-Pass East, Rm. 107 Lafayette, TN 37083 (615)666-2000

Case Number 56CH1-2025-PR-1510 Estate of Grace Haley Ward, Deceased Notice is hereby given that on October 28, of 2025 Letters Testamentary (or of Administration as the case may be) in respect of the estate of Grace Haley Ward,

who died 9/7/2025, were issued to the undersigned by the Macon County Chancery Court of Macon County, Tennessee. All persons, resident and non-resident, having claims, matured or unmatured, against the estate are required to file the same with the Clerk of the abovenamed Court on or before the earlier of the dates prescribed in (1) or (2) otherwise their claims will be forever barred:

(1) (A) Four (4) months from the date of the first publication (or posting), if the creditor received an actual copy of this notice to creditors at least sixty (60) days before date that is four (4) months from the date of the first publication (or posting); (B) Sixty (60) days from the date the creditor received an actual copy of the notice to creditor, if they creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of the first publication (or posting) as described in (1) (A); or (2) Twelve (12) months from the decedent's date of death.

All persons indebted to the above Estate must

come forward and make proper settlement with the undersigned at once. 10/28/2025 Alice Ward, Executor 10/28/2025 Christi Dalton, Attorney 10/28/2025 Kristin Reid, Clerk & Master

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PUBLIC NOTICE The Lafayette Regional Planning Commission will hold its regular monthly meeting on Tuesday, November 18, 2025, at 4:30 p.m. at Lafayette City Hall. The public is invited to attend.

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 River City Infusion, LLC, a/an Home Health Agency owned by River City Infusion, LLC with an ownership type of Limited Liability Company and to be managed by itself intends to file an application for a Certificate of Need for the establishment of a home care organization and the initiation of home health services limited to home infusion and related nursing services for pharmacy patients of RCIV, LLC d/b/a Vital Care of Chattanooga. The project will serve a proposed service area of 95 counties: Anderson, Bedford, Benton, Bledsoe, Blount, Bradley, Campbell, Cannon, Carroll, Carter, Cheatham, Chester, Claiborne, Clay, Cocke, Coffee, Crockett, Cumberland, Davidson, Decatur, DeKalb, Dickson, Dyer, Fayette, Fentress, Franklin, Gibson, Giles, Grainger, Greene, Hamblen, Hamilton, Hancock, Hardeman, Hardin, Hawkins, Haywood, Henderson, Henry, Hickman, Houston, Humphreys, Jackson, Jefferson, Johnson, Knox, Lauderdale, Lawrence, Lewis, Lincoln, Loudon, Macon, Madison, Marion, Marshall, Maury, McMinn, McNairy, Meigs, Monroe, Montgomery, Moore, Morgan, Obion, Overton, Perry, Pickett, Polk, Putnam, Rhea, Roane, Robertson, Rutherford, Scott, Sequatchie, Sevier, Shelby, Smith, Stewart, Sullivan, Sumner, Tipton, Trousdale, Union, Van Buren, Warren, Washington, Wayne, Weakley, White, Williamson and Wilson Counties, as well as CON-exempt Grundy and Lake Counties. The address of the project will be 1200 Mountain Creek Road, Suite 440, Chattanooga, Hamilton, Tennessee, 37405. The estimated project cost will be \$180,000. The anticipated date of filing the application is on or before December 1, 2025. The contact person for this project is Michael D. Brent, who may be reached at Bradley Arant Boult Cummings LLP, 1221 Broadway, Suite 2400, Nashville, Tennessee 37203 - Contact No. 615.252.2361; mbrent@bradley.com 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.

Agenda for Macon County Legislative Body in Regular Session Monday November 17, 2025 at 6:30 p.m. 1. Open Court 2. Invocation 3. Pledge 4. Roll Call 5. Welcome 6. Election of Notaries Public 7. Approve Minutes 8. Budget Amendments 9. Resolutions/Proclamations 10. School Director 11. Road Supervisor 12. Sheriff 13. County Mayor 14. Monthly Reports 15. County Attorney 16. Period for Public Statements 17. Reminders 18. Adjourn This 17th day of November 2025 Connie Blackwell, County Clerk. Reminder: Committee of the Whole Meeting - Monday, December 1st, 2025, at 6:30 p.m. at the Macon County Administration Building at 201 Nature Trail Way, Lafayette.

PUBLIC NOTICE OF REGULAR SCHEDULED MEETINGS OF MACON COUNTY EMERGENCY COMMUNICATIONS DISTRICT "E-911" NOTICE IS HEREBY GIVEN that regular scheduled, open public meetings of the Macon County Emergency Communications District will be held at the Macon County 911/Emergency Operations Center, located at 898 Highway 52 Bypass East, Lafayette, TN 37083 beginning at 1:30pm on the following dates: Tuesday, January 13, 2026 Tuesday, April 14, 2026 Tuesday, June 9, 2026 (Budget Meeting) Tuesday, October 13, 2026 (Annual Meeting) Participants with disabilities that require special accommodations may contact the 911 Office at (615) 666-8575 to arrange accommodations. This the 14th day of October, 2025

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 864-318-5361

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PUBLIC NOTICES

Govt Bids & Proposals

The Hamblen County Board of Education is seeking bids for the following:
 **Hillcrest Elementary sidewalk repair and pipe bollard installation

Specifications may be picked up at the HCOBE Central Office Room 106, 210 E. Morris Blvd, Morristown TN 37813. Bids must be submitted in a sealed envelope with type of bid clearly marked on the outside. Faxes or emails will not be accepted. Bid opening will be at the HCOBE Central Office Room 106, 210 E. Morris Blvd, Morristown, TN at 2:00 pm on December 1st, 2025. HCOBE reserves the right to accept or reject any and all bids. Inquiries should be directed to **Matt Drinnon, Assistant Superintendent 423-581-3118.**

Govt Public Notices

NOTICE OF A REGULAR MEETING OF BOARD OF DIRECTORS OF THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD OF THE COUNTY OF KNOX

The Board of Directors of The Health, Educational and Housing Facility Board of the County of Knox ("the Board") will hold a regular meeting on November 18, 2025, at the offices of the Knoxville Chamber located at 17 Market Square, #201, Knoxville, Tennessee 37902 at 4:15 p.m.

Any person who wishes to indicate his or her desire to provide public comment at any meeting of the Board may do so in accordance with the Board's Public Input Policy, which is available at the offices of The Health, Education and Housing

Govt Public Notices

Facility Board of the County of Knox, 17 Market Square, Suite 201, Knoxville, Tennessee 37902.

This notice is given pursuant to the provisions of Tennessee Code Annotated §8-44-101 et. seq.

NOTICE OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF KNOX

The Board of Directors of The Industrial Development Board of the County of Knox ("the Board") will hold a regular meeting on November 18, 2025, at the offices of the Knoxville Chamber located at 17 Market Square, #201, Knoxville, Tennessee 37902 at 4:00 p.m.

Any person who wishes to indicate his or her desire to provide public comment at any meeting of the Board may do so in accordance with the Board's Public Input Policy, which is available at the offices of The Industrial Development Corporation of the County of Knox, 17 Market Square, Suite 201, Knoxville, Tennessee 37902.

This notice is given pursuant to the provisions of Tennessee Code Annotated §8-44-101 et. seq.

Public Notices

Manley Elementary School is now accepting bids for a travel company to plan a 2 night trip to Atlanta, GA. Specs may be picked up at 551 West Economy Road Morristown, TN 37814. Bids must be submitted in a sealed envelope with the type of bid clearly marked on the outside. Faxes will be rejected. Bids will be opened December, 3 2025 at 9:00 a.m. at the school office. The Hamblen County Board of Education reserves the right to accept or reject any and all bids. The bid must include an Iran Divestment Act certification form in order to be considered.

IN THE CHANCERY COURT OF KNOX COUNTY, TENNESSEE. ACTION No. 210768-2 Pursuant to an Order for Service by Publication in the lawsuit styled JILLIAN PATRICIA LAYNE v. ROBER-SHAUN DEMOND LAYNE, Knox County, TN Case No. 210768-2 entered September 26, 2025, NOTICE is hereby given to Defendant ROBERSHAUN DEMOND LAYNE. 9148 Cedarpark Ln Apt D, Knoxville, TN 37923,

PUBLIC NOTICES

Public Notices

as being served with the Complaint for Divorce filed 03.28.2025. Failure to appear and defend said action within thirty (30) days after this notice has been published for four (4) consecutive weeks, a default judgment may be taken against you for the relief demanded in the complaint filed in said action.
 October 21, 28, November 4, 11 2025
 LOKR0389591

My Mayfly Finished Filming My Mayfly has finished filming in Townsend TN and Knoxville, TN on Thursday October 3rd. Any outstanding invoices please contact My Mayfly Production, LLC via Paula Hornick paulakaymusic@me.com or mail to 1502 Meridian Street Nashville TN 37207 805-453-6963
 November 4, 11, 18 2025
 LOKR0400241

RETAIL LIQUOR LICENSE NOTICE

Take notice that Joshua Olen Henson, 558 Mellen Ave. Knoxville, TN 37919 has applied to The City of Knoxville, Tennessee for a certificate of compliance and has or will apply to the Tennessee Alcoholic Beverage Commission at Nashville for a retail liquor license for a store to be named Old Sevier Liquors, and is to be located at 1125 Sevier Ave. Knoxville, TN 37920, and owned by Old Sevier Liquors, LLC. All persons wishing to be heard on the certificate of compliance may personally or through counsel appear or submit their views in writing to the Knoxville City Council in the main assembly room of the City County Building, 400 Main Street, Knoxville, Tennessee 37902 on November 25, 2025, at 6:00pm. The Tennessee Alcoholic Beverage Commission (TABC) will consider the application at a date to be set by the ABC in Nashville, Tennessee. Interested person(s) may personally or through counsel submit their views in writing by the hearing date to be scheduled by the TABC. Anyone with questions concerning this application or the laws relating to it may write or call the Alcoholic Beverage Commission at 3rd Floor Davy Crockett Tower, 500 James Robertson Parkway, Nashville, TN 37243 or (615) 741-1602. Limited Liability Company. Single member LLC and wholly owned by Joshua Olen Henson.
 November 11, 12, 13 2025
 LOKR0404437

PUBLIC NOTICES

NOTIFICATION OF INTENT TO APPLY FOR A CERTIFICATE OF NEED

This is to provide official notice to the Health Facilities Commission and all interested parties, in accordance with T.C.A. §68-11-1601 et seq., and the Rules of the Health Facilities Commission, that Heart and Soul Hospice, LLC, a/an existing Hospice Agency owned by Heart and Soul Hospice, LLC with an ownership type of Limited Liability Company and to be managed by itself intends to file an application for a Certificate of Need for the addition of Cannon, Clay, Cumberland, DeKalb, Fentress, Jackson, Macon, Overton, Pickett, Putnam, Smith, Trousdale and White Counties to its service area (License #624). The address of the project will be 451 Century Boulevard, Suite 110, Nashville, Davidson County, Tennessee, 37214. The estimated project cost will be \$200,000. The anticipated date of filing the application is on or before 12/1/2025. The contact person for this project is Attorney Kim Looney who may be reached at K&L Gates LLP - 501 Commerce Street, Suite 1500, Nashville, Tennessee, 37203 - Contact No. -615-780-6727. The published Letter of Intent must contain the following statement pursuant to T.C.A. §68-11-1607 (c)(1). (A) Any healthcare institution wishing to oppose a Certificate of Need application must file a written notice with the Health Facilities Commission no later than fifteen (15) days before the regularly scheduled Health Facilities Commission meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application may file a written objection with the Health Facilities Commission at or prior to the consideration of the application by the Commission, or may appear in person to express opposition. Written notice of opposition may be sent to: Health Facilities Commission, Andrew Jackson Building, 9th Floor, 503 Deaderick Street, Nashville, TN 37243 or email at hscd_staff@tn.gov.

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0100 ANNOUNCEMENTS

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NOTICE TO FURNISHERS OF LABOR AND MATERIALS TO:
Bumbalough's Construction
PROJECT NO.: R3SVAR-M3-049
CONTRACT NO.: CNX721
COUNTY: Trousdale

The Tennessee Department of Transportation is about to make final settlement with the contractor for construction of the above numbered project. All persons wishing to file claims pursuant to Section 54-5-122, T.C.A. must file same with the Director of Construction, Tennessee Department of Transportation, Suite 700 James K. Polk Bldg., Nashville, Tennessee 37243-0326, on or before 12/26/2025.

0900 LEGALS

NOTICE OF SUBSTITUTE TRUSTEE'S SALE
WHEREAS, default has occurred in the performance of the covenants, terms, and conditions of a Deed of Trust dated **January 20, 2017**, executed by **Blake M Lee and Carly Lee**, husband and wife, to **Kerry Webb** as Trustee, for **Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for Acopia, LLC, its successors and assigns,** and appearing of record on **January 27, 2017**, in the Register's Office of **Trousdale County, Tennessee**, at Record Book 99, Page 152, and Instrument Number 26753. WHEREAS, the beneficial interest of said Deed of Trust was last transferred and assigned to **Nationstar Mortgage LLC**, the party entitled to enforce said security interest; and having

0900 LEGALS

appointed Clear Recon LLC, the undersigned, as Substitute Trustee by instrument filed or being filed for record in the Register's Office of **Trousdale County, Tennessee**, with all of the rights, powers, and privileges of the original Trustee named in said Deed of Trust. NOW, THEREFORE, notice is hereby given that the entire indebtedness has been declared due and payable as provided in said Deed of Trust, and that the undersigned, Clear Recon LLC, as Substitute Trustee or his duly appointed agent, by virtue of the power, duty, and authority vested and imposed upon said Substitute Trustee will, on **December 9, 2025, at 11:00 AM**, local time, at the front entrance of the Trousdale County Courthouse, 200 East Main Street, located in Hartsville, Tennessee, proceed to sell at public outcry to the highest and best bidder for cash or certified funds ONLY, paid at the conclusion of the sale, the following described property situated in **Trousdale County**, to wit:

The land referred to herein below is situated in the County of Trousdale, State of Tennessee, and is described as follows: **LYING IN THE 7TH CIVIL DISTRICT OF TROUSDALE COUNTY, TENNESSEE, AS FOLLOWS: BEGINNING ON A POINT IN THE CENTER OF SULPHUR COLLEGE ROAD AND IN THE NORTH MARGIN OF HIGHWAY NO. 25, THE SOUTHWEST CORNER OF THIS PLOT RUNNING WITH THE CENTER OF SULPHUR COLLEGE ROAD NORTH 2 DEGREES EAST 524 FEET; THENCE NORTH 86 DEGREES 05 MINUTES EAST 428 FEET MARK IN ROCK ELM AND CEDAR POINTERS; THENCE SOUTH 2 DEGREES WEST 530.4 FEET POST IN NORTH MARGIN OF HIGHWAY NO. 25; THENCE WITH SAID MARGIN SOUTH 86 DEGREES 45 MINUTES WEST 428.7 FEET TO BEGINNING, CONTAINING 5.18 ACRES, MORE OR LESS, BY SURVEY BY JOE E. HOLLAND, TENNESSEE NO. 492, ON MAY 21, 1976.**

THIS IS THE SAME PROPERTY WHICH WAS CONVEYED TO BLAKE M. LEE AND WIFE, CARLY LEE FROM RICHARD CLARIDY, AMELIA SELF AND SUSAN BARNER BY WARRANTY DEED DATED JANUARY 20, 2017, OF RECORD IN RECORD BOOK 99 PAGE 149 REGISTER'S OFFICE OF TROUSDALE COUNTY, TENNESSEE.

Parcel ID: **028 005.00 000** Commonly known as **1470 Old Highway 25 Hartsville, TN 37074**

The street address and parcel number(s) of the above described property are believed to be correct; however, such references are not a part of the legal description of the property sold herein, and, in the event of any discrepancy, the legal description herein shall control. This sale is subject to tenant(s)/occupant(s) rights in possession.

This sale is subject to all matters shown on any applicable recorded plat; any unpaid taxes; any restrictive covenants, easements, or setback lines that may be applicable; any statutory rights of redemption of any governmental agency, state or federal; any prior liens or encumbrances as well as any priority created by a fixture filing; and to any matter that an accurate survey of the premises might disclose. In addition, the following parties may claim an interest in the above-referenced property: **Blake M Lee and Carly Lee; Wilson Bank and Trust, Discover Bank, Midland Credit Management Inc.**

Notice of Sale Published Online at [HTTPS://BetterChoiceNotices.com](https://BetterChoiceNotices.com)

If the United States or the State of Tennessee have any liens or claimed lien(s) on the Property, and are named herein as interested parties, timely notice has been given to the applicable governmental entity, and the sale will be subject to any applicable rights of redemption held by the entity as required by 26 U.S.C. § 7425 and/or Tennessee Code § 67-1-1433. All right and equity of redemption, statutory and otherwise, homestead, and dower are expressly waived in said Deed of Trust, and the title is believed to be good; however, the undersigned will sell and convey only as Substitute Trustee. The transfer shall be AS IS, WHERE IS, AND WITH ALL FAULTS, and without warranties of any kind, express or implied, as to the condition of the Property and the improvements located thereon, including merchantability or fitness for particular purpose. Trustee shall make no covenant of seisin or warranty of title, express

0900 LEGALS

or implied, and will sell and convey the subject real property by Substitute Trustee's Deed only.

The right is reserved to adjourn the day of the sale to another day, time, and place certain without further publication, upon announcement at the time and place for the sale set forth above.

This property is being sold with the express reservation that the sale is subject to confirmation by the lender or trustee. This sale may be rescinded by the Substitute Trustee at any time. **THIS OFFICE IS ACTING AS A DEBT COLLECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.** Clear Recon LLC Substitute Trustee 651 East 4th Street Suite 200 Chattanooga, Tennessee 37403 Phone: (877) 319-8840 File No: 1006-1282A 11/8, 11/15

BARBARA HUBBARD IN THE CHANCERY COURT OF TROUSDALE COUNTY, TENNESSEE

NOTICE TO CREDITORS T.C.A. 30-2-306, 314, 317

The Estate of **BARBARA HUBBARD** Probate Docket # **1223**. Notice is hereby given that on the **3rd day of November 2025**, Letter of Authority in respect to the Estate of who died **19th day of March, 2025** was issued to the undersigned by the Probate Court of Trousdale County, Tennessee.

All person resident and non-resident, having claims, matured or unmatured, against the estate are required to file the same with the Clerk of the above-named Court on or before the earlier of the dates prescribed in (1) or (2), otherwise their claims will be forever barred:

(1) (A) Four (4) months from the date of the first publication (or posting, as the case may be) of this Notice if the creditor received an actual copy of the Notice to Creditors at least sixty (60) days before the date that is four (4) months from the date of the first publication (or posting); or (B) Sixty (60) days from the date the creditor received an actual copy of the Notice to Creditors, if the creditor received the copy of the Notice less than sixty (60) days prior to the date that is four (4) months from the date of the first publication (or posting) as described in (1) (A); or (2) Twelve (12) months from the decedent's date of death. This the 3rd day of November, 2025.

THIS NOTICE WILL RUN 2 CONSECUTIVE WEEKS. **JONATHAN M. TINSLEY** Personal Representative 406 W. Main St., Ste A Lebanon, TN 37087 **W. DEREK GREEN** Attorney for Estate Office of General Counsel, Division of TennCare 310 Great Circle Road, 3 West Nashville, TN 37243 844-629-0941 **FILE CLAIMS IN TRIPLICATE WITH:** **SHELLY BRAWNER, CLERK AND MASTER** Hartsville/Trousdale Judicial Center 303 East Main Street, Room 1 Hartsville, TN 37074 615-374-2996

11/15, 11/22

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

WHEREAS, default has occurred in the performance of the covenants, terms, and conditions of a Deed of Trust dated **February 25, 2014**, executed by **Richard R Van Rensselaer and Barbara Van Rensselaer**, husband and wife, to **Venture Title, LLC** as Trustee, for **Fifth Third Mortgage Company**, and appearing of record on **February 27, 2014**, in the Re-

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gister's Office of **Trousdale County, Tennessee**, at Record Book 80, Page 17, and Instrument Number 21797.

WHEREAS, **Fifth Third Bank, National Association s/b/m to Fifth Third Mortgage Company**, the party entitled to enforce said security interest; and having appointed Clear Recon LLC, the undersigned, as Substitute Trustee by instrument filed or being filed for record in the Register's Office of **Trousdale County, Tennessee**, with all of the rights, powers, and privileges of the original Trustee named in said Deed of Trust.

NOW, THEREFORE, notice is hereby given that the entire indebtedness has been declared due and payable as provided in said Deed of Trust, and that the undersigned, Clear Recon LLC, as Substitute Trustee or his duly appointed agent, by virtue of the power, duty, and authority vested and imposed upon said Substitute Trustee will, on **December 9, 2025, at 12:00 PM**, local time, at the Trousdale County Courthouse, 200 East Main Street, located in Hartsville, Tennessee, proceed to sell at public outcry to the highest and best bidder for cash or certified funds ONLY, paid at the conclusion of the sale, the following described property situated in Trousdale County, to wit:

The land referred to herein below is situated in the County of Trousdale, State of Tennessee, and is described as follows: **THIS IS TRACT NO. 1 OF THE FLOYD REED, JR. AND SUSIE REED PROPERTY, AND BEING FORMERLY TRACT NO. 2 OF THE ESTATE OF JOHN SCRUGGS PROPERTY.**

BEING LOCATED IN THE 7TH CIVIL DISTRICT, TROUSDALE COUNTY, TENNESSEE, ON THE NORTH SIDE OF FORT BLOUNT ROAD, AND BEING A PORTION OF THE PROPERTY FOUND IN DEED BOOK Z, PAGE 82, REGISTER'S OFFICE, TROUSDALE COUNTY, TENNESSEE (SEE TAX MAP 20, PARCEL 26, TAX ASSESSOR'S OFFICE, TROUSDALE COUNTY, TENNESSEE) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON ROD IN THE NORTH MARGIN OF FORT BLOUNT ROAD, SAME BEING THE SOUTHEAST CORNER OF THIS TRACT AND THE SOUTHWEST CORNER OF TRACT #3 OF THE SCRUGGS PROPERTY (5.01 ACRES AS PER SURVEY OF SAME DATE), ALSO BEING 2384.84 FEET WEST OF THE SOUTHWEST CORNER OF THE DULIE MAE SCRUGGS AS YOU MEASURE ALONG SAID MARGIN; THENCE WITH SAID MARGIN NORTH 83 DEGREES 34 MINUTES 25 SECONDS WEST 200.82 FEET TO AN IRON ROD IN SAID MARGIN; THENCE LEAVING ROAD WITH LINE OF TRACT #1 OF THE SCRUGGS PROPERTY (5.07 ACRES AS PER SURVEY OF SAME DATE) NORTH 5 DEGREES 00 MINUTES 00 SECONDS EAST 1084.58 FEET TO AN IRON ROD; THENCE WITH LINE OF TRACT #4 OF THE SCRUGGS PROPERTY (10.29 ACRES AS PER SURVEY OF SAME DATE) SOUTH 85 DEGREES 00 MINUTES 00 SECONDS EAST 200.75 FEET TO AN IRON ROD; THENCE WITH LINE OF TRACT #3 SOUTH 5 DEGREES 00 MINUTES 00 SECONDS WEST 1089.58 FEET TO THE POINT OF BEGINNING CONTAINING 5.01 ACRES MORE OR LESS BY SURVEY BY CARROLL CARMAN REGISTERED LAND SURVEYOR, TENNESSEE NUMBER 910, ADDRESS 150 MIDDLE FORD ROAD, HARTSVILLE, TENNESSEE 37074, DATED APRIL 10,

0900 LEGALS

1992. FURTHER ACCESS TO THIS TRACT IS PROVIDED BY A 50-FOOT WIDE DRIVEWAY EASEMENT LEADING FROM THE NORTH MARGIN OF FORT BLOUNT ROAD THROUGH TRACT #4 (10.29 ACRES) AND TRACT #3 (5.01 ACRES) OF THE SCRUGGS PROPERTY. SAID RIGHT OF WAY IS TO RUN NORTH AND EAST OF EXISTING BRANCH. SAID DRIVEWAY EASEMENT CONTINUES THROUGH THE ABOVE DESCRIBED TRACT TO SERVE AS FURTHER ACCESS TO ADJOINING TRACT #1 OF THE SCRUGGS PROPERTY. Located on this property is a 1997 model mobile home, Serial No. 188002 which is permanently affixed to the land and was de-titled through the State of Tennessee Department of Revenue Vehicle Services Division as of April 2, 2009 under DE-TITLE NUMBER 8690513. Being the same property conveyed to Richard R. Van Rensselaer and wife, Barbara Van Rensselaer by deed from Jon G. Jacek and wife, Ann L. Jacek of record in Record Book 80, page 14-16, Register's Office for Trousdale County, Tennessee. Parcel ID: 020 026 03 Commonly known as 285 Fort Blount Rd Hartsville, TN 37074

The street address and parcel number(s) of the above described property are believed to be correct; however, such references are not a part of the legal description of the property sold herein, and, in the event of any discrepancy, the legal description herein shall control. This sale is subject to tenant(s)/occupant(s) rights in possession.

This sale is subject to all matters shown on any applicable recorded plat; any unpaid taxes; any restrictive covenants, easements, or setback lines that may be applicable; any statutory rights of redemption of any governmental agency, state or federal; any prior liens or encumbrances as well as any priority created by a fixture filing; and to any matter that an accurate survey of the premises might disclose. In addition, the following parties may claim an interest in the above-referenced property: **Richard R Van Rensselaer and Barbara Van Rensselaer, Estate/Heir(s) of Barbara Van Rensselaer.**

Notice of Sale Published Online at [HTTPS://BetterChoiceNotices.com](https://BetterChoiceNotices.com)

If the United States or the State of Tennessee have any liens or claimed lien(s) on the Property, and are named herein as interested parties, timely notice has been given to the applicable governmental entity, and the sale will be subject to any applicable rights of redemption held by the entity as required by 26 U.S.C. § 7425 and/or Tennessee Code § 67-1-1433. All right and equity of redemption, statutory and otherwise, homestead, and dower are expressly waived in said Deed of Trust, and the title is believed to be good; however, the undersigned will sell and convey only as Substitute Trustee.

The transfer shall be AS IS, WHERE IS, AND WITH ALL FAULTS, and without warranties of any kind, express or implied, as to the condition of the Property and the improve-

0900 LEGALS

ments located thereon, including merchantability or fitness for particular purpose. Trustee shall make no covenant of seisin or warranty of title, express or implied, and will sell and convey the subject real property by Substitute Trustee's Deed only.

The right is reserved to adjourn the day of the sale to another day, time, and place certain without further publication, upon announcement at the time and place for the sale set forth above.

This property is being sold with the express reservation that the sale is subject to confirmation by the lender or trustee. This sale may be rescinded by the Substitute Trustee at any time. **THIS OFFICE IS ACTING AS A DEBT COLLECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.** Clear Recon LLC Substitute Trustee 651 East 4th Street Suite 200 Chattanooga, Tennessee 37403 Phone: (877) 319-8840 File No: 1008-422A

11/15, 11/22

NON-RESIDENT NOTICE IN THE CHANCERY COURT FOR TROUSDALE COUNTY, TENNESSEE AT HARTSVILLE

Hartsville/Trousdale County Consolidated Government Vs

Sundry Parties on Delinquent Tax

LIST FOR THE TAX YEAR 2022
CASE # 7964
DOROTHY HICKS
07-027-B-A-027-B-023.00
KENT SMITH
07-027-B-B-027-004.01
JERRY THIGPEN
07-027-B-B-027-B-005.02
BRENDA WHITEHEAD
01-026-026-38.13

ORDER OF PUBLICATION

In this action, it appearing to the satisfaction of the Chancery Court, from the Plaintiff's Petition which is sworn to, that the Defendants, listed above are deceased or non-residents, so that the ordinary process of law cannot be served; it is therefore ordered that publication be made in the *Hartsville Vidette*, a newspaper published in Trousdale County, Hartsville, Tennessee, for four (4) consecutive weeks, commencing said non-resident to serve upon Brandon Bellar, Plaintiff's attorney, whose address is 216 Main Street North, Carthage, Tennessee 37030 and file an answer to the petition with the Clerk and Master, Shelly Brawner at her office at 303 East Main Street, Room 1, Hartsville, TN 37074, according to law on or before January 6th, 2026.

If you fail to do so judgment by default will be taken against you for the relief demanded in the petition. The motion for default will be heard on 16th day of January, 2026 at 9:00 a.m. or as soon thereafter as possible at the Lebanon/Wilson Judicial Center, 134 South College Street, Lebanon, TN 37087

This the 5th day of November, 2025.
Shelly Brawner
Chancery Court Clerk
615-374-2996
Attorney for Plaintiff
BRANDON BELLAR
Phone 615-588-1605
11/15, 11/22, 11/29, 12/6

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 River City Infusion, LLC, a/an Home Health Agency owned by River City Infusion, LLC with an ownership type of Limited Liability Company and to be managed by itself intends to file an application for a Certificate of Need for the establishment of a home care organization and the initiation of home health services limited to home infusion and related nursing services for pharmacy patients of RCIV, LLC d/b/a Vital Care of Chattanooga. The project will serve a proposed service area of 95 counties: Anderson, Bedford, Benton, Bledsoe, Blount, Bradley, Campbell, Cannon, Carroll, Carter, Cheadam, Chester, Claiborne, Clay, Cocke, Coffee, Crockett, Cumberland, Davidson, Decatur, DeKalb, Dickson, Dyer, Fayette, Fentress, Franklin, Gibson, Giles, Grainger, Greene, Hamblen, Hamilton, Hancock, Hardeman, Hardin, Hawkins, Haywood, Henderson, Henry, Hickman, Houston, Humphreys, Jackson, Jefferson, Johnson, Knox, Lauderdale, Lawrence, Lewis, Lincoln, Loudon, Macon, Madison, Marion, Marshall, Maury, McMinn, McNairy, Meigs, Monroe, Montgomery, Moore, Morgan, Obion, Overton, Perry, Pickett, Polk, Putnam, Rhea, Roane, Robertson, Rutherford, Scott, Sequatchie, Sevier, Shelby, Smith, Stewart, Sullivan, Sumner, Tipton, Trousdale, Union, Van Buren, Warren, Washington, Wayne, Weakley, White, Williamson and Wilson Counties, as well as CON-exempt Grundy and Lake Counties. The address of the project will be 1200 Mountain Creek Road, Suite 440, Chattanooga, Hamilton, Tennessee, 37405. The estimated project cost will be \$180,000. The anticipated date of filing the application is on or before December 1, 2025. The contact person for this project is Michael D. Brent, who may be reached at Bradley Arant Boult Cummings LLP, 1221 Broadway, Suite 2400, Nashville, Tennessee 37203 - Contact No. 615.252.2361; mbrent@bradley.com The published Letter of Intent must contain the following statement pursuant to T.C.A. §68-11-1607(c)(1). (A) Any healthcare institution wishing to oppose a Certificate of Need application must file a written notice with the Health Facilities Commission no later than fifteen (15) days before the regularly scheduled Health Facilities Commission meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application may file a written objection with the Health Facilities Commission at or prior to the consideration of the application by the Commission, or may appear in person to express opposition. Written notice of opposition may be sent to: Health Facilities Commission, Andrew Jackson Building, 9th Floor, 503 Deaderick Street, Nashville, TN 37243 or email at hstda.staff@tn.gov.

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 Heart and Soul Hospice, LLC, a/an existing Hospice Agency owned by Heart and Soul Hospice, LLC with an ownership type of Limited Liability Company and to be managed by itself intends to file an application for a Certificate of Need for the addition of Cannon, Clay, Cumberland, DeKalb, Fentress, Jackson, Macon, Overton, Pickett, Putnam, Smith, Trousdale and White Counties to its service area (License #624). The address of the project will be 51 Century Boulevard, Suite 110, Nashville, Davidson County, Tennessee, 37214. The estimated project cost will be \$200,000. The anticipated date of filing the application is on or before 12/1/2025. The contact person for this project is Attorney Kim Looney who may be reached at K&L Gates LLP - 501 Commerce Street, Suite 1500, Nashville, Tennessee, 37203 - Contact No. -615-780-6727. The published Letter of Intent must contain the following statement pursuant to T.C.A. §68-11-1607(c)(1). (A) Any healthcare institution wishing to oppose a Certificate of Need application must file a written notice with the Health Facilities Commission no later than fifteen (15) days before the regularly scheduled Health Facilities Commission meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application may file a written objection with the Health Facilities Commission at or prior to the consideration of the application by the Commission, or may appear in person to express opposition. Written notice of opposition may be sent to: Health Facilities Commission, Andrew Jackson Building, 9th Floor, 503 Deaderick Street, Nashville, TN 37243 or email at hstda.staff@tn.gov.

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Classifieds / Public Notices

LEGALS / PUBLIC NOTICES

STATE OF TENNESSEE PROBATE COURT OF JACKSON COUNTY AT GAINESBORO NOTICE TO CREDITORS ESTATE OF: William Hatcher

Notice is hereby given that on the 30th day of October 2025 letters testamentary (or of administration as the case may be) in respect of the estate of William Hatcher who died July 31, 2025 were issued to the undersigned by the Probate Court of Jackson County, Tennessee. All person, resident and nonresident, having claims, matured or unmatured, against the estate are required to file the same with the clerk of the above-named court on or before the earlier of the dates prescribed in (1) or (2), otherwise their claims will be forever barred:

1 (A) Four (4) months from the date of

the first publication (or posting) of this notice if the creditor received an actual copy of this notice to creditors at least sixty (60) days before the date that is four (4) months from the date of the first publication; or(B) Sixty (60) days from the date the creditor received an actual copy of the notice to creditors if the creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of first publication as described in (1) (A); or

2 Twelve (12) months from the decedent's date of death.

This the 30th day of October, 2025.

April Wix,
Executrix
Sherrie Pippin-Loftis, Clerk and
Master
Gregory L. Groth,
Attorney for Estate
11-4, 11-11, 2TP

STATE OF

TENNESSEE PROBATE COURT OF JACKSON COUNTY AT GAINESBORO NOTICE TO CREDITORS ESTATE OF: Robert A. Nelson

Notice is hereby given that on the 30th day of October 2025 letters testamentary (or of administration as the case may be) in respect of the estate of Robert A. Nelson who died July 12, 2025 were issued to the undersigned by the Probate Court of Jackson County, Tennessee. All person, resident and nonresident, having claims, matured or unmatured, against the estate are required to file the same with the clerk of the above-

named court on or before the earlier of the dates prescribed in (1) or (2), otherwise their claims will be forever barred:

1 (A) Four (4) months from the date of the first publication (or posting) of this notice if the creditor received an actual copy of this notice to creditors at least sixty (60) days before the date that is four (4) months from the date of the first publication; or(B) Sixty (60) days from the date the creditor received an actual copy of the notice to creditors if the creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of first publication as de-

scribed in (1) (A); or
2 Twelve (12) months from the decedent's date of death.

This the 30th day of October, 2025.

Kyle R. Nelson,
Executor
Sherrie Pippin-Loftis, Clerk and
Master
Gregory L. Groth,
Attorney for Estate
11-4, 11-11, 2TP

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NOTICE TO FURNISHERS OF LABOR AND MATERIALS TO:
Superior Traffic Control, LLC
PROJECT NO.: R2BVAR-M3-034
CONTRACT NO.: CNY131
COUNTY: Jackson

The Tennessee Department of Transportation is about to make final settlement with the contractor for construction of the above numbered project. All persons wishing to file claims pursuant to Section 54-5-122, T.C.A. must file same with the Director of Construction, Tennessee Department of Transportation, Suite 700 James K. Polk Bldg., Nashville, Tennessee 37243-0326, on or before 12/26/2025.

NOTIFICATION OF INTENT TO APPLY FOR A CERTIFICATE OF NEED

This is to provide official notice to the Health Facilities Commission and all interested parties, in accordance with T.C.A. §68-11-1601 et seq., and the Rules of the Health Facilities Commission, that Heart and Soul Hospice, LLC, a/an existing Hospice Agency owned by Heart and Soul Hospice, LLC with an ownership type of Limited Liability Company and to be managed by itself intends to file an application for a Certificate of Need for the addition of Cannon, Clay, Cumberland, DeKalb, Fentress, Jackson, Macon, Overton, Pickett, Putnam, Smith, Trousdale and White Counties to its service area (License #624). The address of the project will be 451 Century Boulevard, Suite 110, Nashville, Davidson County, Tennessee, 37214. The estimated project cost will be \$200,000. The anticipated date of filing the application is on or before 12/1/2025. The contact person for this project is Attorney Kim Looney who may be reached at K&L Gates LLP - 501 Commerce Street, Suite 1500, Nashville, Tennessee, 37203 - Contact No. -615-780-6727. The published Letter of Intent must contain the following statement pursuant to T.C.A. §68-11-1607 (c)(1). (A) Any healthcare institution wishing to oppose a Certificate of Need application must file a written notice with the Health Facilities Commission no later than fifteen (15) days before the regularly scheduled Health Facilities Commission meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application may file a written objection with the Health Facilities Commission at or prior to the consideration of the application by the Commission, or may appear in person to express opposition. Written notice of opposition may be sent to: Health Facilities Commission, Andrew Jackson Building, 9th Floor, 503 Deaderick Street, Nashville, TN 37243 or email at hscda.staff@tn.gov.

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 River City Infusion, LLC, a/an Home Health Agency owned by River City Infusion, LLC with an ownership type of Limited Liability Company and to be managed by itself intends to file an application for a Certificate of Need for the establishment of a home care organization and the initiation of home health services limited to home infusion and related nursing services for pharmacy patients of RCIV, LLC d/b/a Vital Care of Chattanooga. The project will serve a proposed service area of 95 counties: Anderson, Bedford, Benton, Bledsoe, Blount, Bradley, Campbell, Cannon, Carroll, Carter, Cheatham, Chester, Claiborne, Clay, Coker, Coffee, Crockett, Cumberland, Davidson, Deatur, DeKalb, Dickson, Dyer, Fayette, Fentress, Franklin, Gibson, Giles, Grainger, Greene, Hamblen, Hamilton, Hancock, Hardeman, Hardin, Hawkins, Haywood, Henderson, Henry, Hickman, Houston, Humphreys, Jackson, Jefferson, Johnson, Knox, Lauderdale, Lawrence, Lewis, Lincoln, Loudon, Macon, Madison, Marion, Marshall, Maury, McMinn, McNairy, Meigs, Monroe, Montgomery, Moore, Morgan, Obion, Overton, Perry, Pickett, Polk, Putnam, Rhea, Roane, Robertson, Rutherford, Scott, Sequatchie, Sevier, Shelby, Smith, Stewart, Sullivan, Sumner, Tipton, Trousdale, Unicoi, Union, Van Buren, Warren, Washington, Wayne, Weakley, White, Williamson and Wilson Counties, as well as CON-exempt Grundy and Lake Counties. The address of the project will be 1200 Mountain Creek Road, Suite 440, Chattanooga, Hamilton, Tennessee, 37405. The estimated project cost will be \$180,000. The anticipated date of filing the application is on or before December 1, 2025. The contact person for this project is Michael D. Brent, who may be reached at Bradley Arant Boult Cummings LLP, 1221 Broadway, Suite 2400, Nashville, Tennessee 37203 - Contact No. 615.252.2361; mbrent@bradley.com 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.

PUBLIC NOTICE

Important information About Your Drinking Water Areas Include: Flynn's Creek Road

Jackson County UD #3 water System recently violated Federal Drinking water standards. Although this situation does not require that you take immediate action, you as a customer have a right to know what happened, what you should do, and what was done to correct this situation.

During the **July 1, through September 30, 2025**, compliance period, Jackson County UD #3 exceeded the Locational Running Average (LRAA) Maximum contaminant Levels (MCL) as indicated below.

Some people who drink water containing Trihalomethanes acids in excess of MCL over many years may have an increased risk of getting cancer. Some people who drink water containing trihalomethanes in excess of MCL over many years may experience problems with their liver, kidneys or central nervous systems, or may have an increased risk of getting cancer.

During **July 1, 2025 through September 30, 2025**, compliance period the water system's Locational running Annual Average (LRAA) at site #101 George Green- Max PT, for Total Trihalomethanes (TTHM) has been calculated to be **0.0960 mg/l**. This value exceeds the Maximum Contaminant level of **0.080mg/l** set for this parameter.

The actual risk has been identified as 1 out of 10,000 people may get cancer if they drink 2 liters of water each day for 70 years.

You do not need to boil your water or take other actions. However, if you have specific health concerns, consult your doctor.

Total Trihalomethanes are disinfection byproducts resulting from our chlorination of the water to minimize risk of microbial life in the drinking water. The **EPA** considers microbial contaminants as the greatest risk to the public. We are evaluating the results of the required disinfection and will continue trying to reduce the disinfection byproducts without increasing the microbial risks.

We are increasing our normal Flushing procedures to reduce the levels of the Halo acetic Acids and total Trihalomethanes.

For more information, please contact **Brandon Holland at 931-268-2880**

Please share this information with everyone who may drink this water, including those who may not have received this notice directly (for example, people in apartments, nursing homes, schools, and businesses). You can do this by posting this notice in a public place or distributing copies by hand or mail.

This notice is being sent to you by the JACKSON COUNTY UD #3, PWSID TN0000845. Date 10-29-2025

"School News Hotline"

For up to date information about Jackson County Schools, call **268-4050**

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Designer handbags, clothing, glassware, house wares, home decor and more.

ESTATE SALE

6211 Rocky Point Road Cookeville, TN 38501 9AM-4PM
THUR, 11/13, FRI, 11/14 & SAT, 11/15/2025 for info and pics, visit our Facebook page, Legacy Appraisal Services, Sarah Hawlik, Certified Appraiser or <https://www.estsales.net/TN/Cookeville/38501/4658769>

ESTATE SALE

3420 HILHAM RD FRI 11/14 & SAT 11/15 9AM - 4PM
Join us for a thoughtfully curated estate downsizing sale featuring quality home furnishings, Christmas decor, electric fireplace, small appliances, Maytag dryer, hospital bed and medical equipment, tools, lawn and garden items, furniture, women's apparel, and household decor. Everything is clean, well-kept, and smoke and pet free. Estate Sale is presented by Southern Grace Estate Sales.

YARD SALE

309 CORA ROAD FRI 11/14, SAT 11/15 8AM-4PM
Children's clothes, miscellaneous items.

10400 Farm

FREE HORSE MANURE
Will load when dry
Call (931)644-2311 in evenings.

10600 Real Estate For Rent

1009 Brown Avenue
2 Bedroom, 1.5 Bath; \$1,050 per month. Appliances furnished, washer/ dryer hook up; wood & tile flooring.
NO PETS OR SMOKING.
931-239-6938

10900 Legals

ABANDONED VEHICLE:
2010 Infiniti M35
Vin: JN1CYOARXAM960491
Owner: Justin Burgess
If not claimed the vehicle will be sold at auction on www.gov-deals.com after December 7, 2025 Monterey Police Department, 711 East Commercial Avenue, Monterey, TN 38574 (931)839-2323

11/12

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

WHEREAS, default has occurred in the performance of the covenants, terms and conditions of a Deed of Trust dated March 30, 2022, executed by ANTHONY TOUCHET and ROBIN DIANNE TOUCHET conveying certain real property therein described to J. LUKE SANDERSON, ESC., as Trustee, as same appears of record in the Register's Office of Putnam County, Tennessee recorded April 7, 2022, in Deed Book 1394, Page 45; and WHEREAS, the beneficial interest of said Deed of Trust was last transferred and assigned to NewRez LLC d/b/a Shellpoint Mortgage Servicing who is now the owner of said debt; and WHEREAS, the undersigned, Rubin Lublin TN, PLLC, having been appointed as Substitute Trustee by instrument to be filed for record in the Register's Office of Putnam County, Tennessee. NOW, THEREFORE, notice is hereby given that the entire indebtedness has been declared due and payable, and that the undersigned, Rubin Lublin TN, PLLC, as Substitute Trustee or

10900 Legals

his duly appointed agent, by virtue of the power, duty and authority vested and imposed upon said Substitute Trustee will, on **December 1, 2025** at or about 11:00 AM at the Main Entrance to the Putnam County Courthouse, 300 East Spring Street, Cookeville, TN 38501, proceed to sell at public outcry to the highest and best bidder for cash or certified funds ONLY, the following described property situated in Putnam County, Tennessee, to wit: A CERTAIN REAL ESTATE LOCATED IN THE FIRST (1ST) CIVIL DISTRICT OF PUTNAM COUNTY, TENNESSEE, AS FOLLOWS: LOT NO 44 IN BUNKER HILL PARK SUBDIVISION WHICH PLAT IS OF RECORD IN PLAT BOOK 1, PAGE 67 (NOW PLAT CABINET A, SLIDE 33), REGISTER'S OFFICE OF PUTNAM COUNTY, TENNESSEE, AND WHICH IS HERE REFERRED TO FOR A MORE PERFECT DESCRIPTION OF THE LAND HEREIN CONVEYED. Parcel ID: 083G-A-004.00-000 PROPERTY ADDRESS: The street address of the property is believed to be **40 BATTLEFIELD ROAD, COOKEVILLE, TN 38506**. In the event of any discrepancy between this street address and the legal description of the property, the legal description shall control. CURRENT OWNER(S): ESTATE AND/OR HEIRS-AT-LAW OF ANTHONY TOUCHET OTHER INTERESTED PARTIES: PCA ACQUISITIONS V, LLC, CROWN ASSET MANAGEMENT LLC, PCA ACQUISITIONS V LLC The sale of the above-described property shall be subject to all matters shown on any recorded plat; any unpaid taxes; any restrictive covenants, easements or set-back lines that may be applicable; any prior liens or encumbrances as well as any priority created by a fixture filing; and to any matter that an accurate survey of the premises might disclose. This property is being sold with the express reservation that it is subject to confirmation by the lender or Substitute Trustee. This sale may be rescinded at any time. The right is reserved to adjourn the day of the sale to another day, time, and place certain without further publication, upon announcement at the time and place for the sale set forth above. All right and equity of redemption, statutory or otherwise, homestead, and dower are expressly waived in said Deed of Trust, and the title is believed to be good, but the undersigned will sell and convey only as Substitute Trustee. The Property is sold as is, where is, without representations or warranties of any kind, including fitness for a particular use or purpose. THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. Rubin Lublin TN, PLLC, Substitute Trustee 3145 Avalon Ridge Place, Suite 100 Peachtree Corners, GA 30071 rslaw.com/property-listing Tel: (877) 813-0992 Fax: (470) 508-9401 A copy of this notice is being published at www.BetterChoiceNotices.com October 29, 2025 November 5, 12, 2025

CANNON COUNTY Invitation for Bid
The Cannon County Department of Finance is now accepting bids for the rehabilitation of one home through its THDA HOME Program rehabilitation grant project. All construction plans, written specifications and bid forms will be available at the Cannon County Executive's Office (615) 563-2320 and Finance Office located at 110 S. Tatum St., Woodbury, TN 37190. You may also obtain bid documents by contacting Project Administrator Amanda Mainord at 931-267-7048 or grassrootsplanning@gmail.com. **General Requirements:** Proposals, bids, or responses will be accepted by the Cannon County Department of Finance no later than **2:00 p.m. November 20, 2025** (local time). Every document must be enclosed in an envelope clearly marked as a bid document. Any response, bid or proposal received after the above deadline shall be considered late, and will not be opened or considered. Bid prices must be valid for at least thirty (30) days. Electronic bids are not accepted. All documents shall be submitted to the following address: Diane Hickman, Director of Finance 110 S. Tatum St., Ste 216 Woodbury, Tennessee 37190 diane.hickman@cannon-countytn.gov (629) 218-3213 A copy of Contractor's State license must be submitted with bid. Certificate of Builder's Risk, Workman's Compensation and Comprehensive Liability Insurance is required before construction can begin. Minority and female contractors are encouraged to apply. *This project is funded under an agreement with Tennessee Housing Development Agency through the U.S. Department of Housing and Urban Development.* Cannon County reserves the right to reject any or all bids. We are an equal-opportunity employer. It is the policy of Cannon County, Tennessee to ensure compliance with Title VI of the Civil Rights Act of 1964; no person shall be excluded from participation in or be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance on the grounds of race, color, sex or national origin. 11/12

PUBLIC NOTICE PUBLIC HEARING

The Cookeville City Council will meet in the Council Chambers of the Cookeville Municipal Building, 45 East Broad Street, at 5:30 p.m., on the following date(s) to consider the following agenda item(s): December 4, 2025 - Hold a public hearing and consider on first reading Ordinance #025-11-20, rezoning 208 E. Stevens Street (Tax Map 053-K, Group J, Parcel 020.00) from RD (Single-Family and Duplex Residential) to CL (Local Commercial). Darian Coons - City Clerk 11/12

PUBLIC NOTICE OF CONTRACT COMPLETION

Town of Monterey; Owner; Tri-State Roofing Contractors, LLC; Contractor; WTP Roof Replacement(s); Project The Town of Monterey hereby gives notice to the public of the apparent completion of the project listed above. All persons, suppliers, laborers, and any other parties with claims

10900 Legals

against the Contractor related to the recently completed project should notify the Town of Monterey at phone # 931-839-3770 within 10 days of this publication, after which time the project will be closed out subject to any documented claims. Town of Monterey 11/12

NOTICE Joseph Murphy

The State of Tennessee, Department of Children's Services, has filed a Petition to Declare Child Dependent and Neglected. It appears that ordinary process of law cannot be served upon you because your whereabouts are unknown. You are hereby ORDERED to serve upon Michael Rocco, Attorney for the Tennessee Department of Children's Services, 600 Hearthwood Court, Cookeville, Tennessee 38506, (931) 646-3014, an Answer to the Petition to Declare Child Dependent and Neglected filed by the Tennessee Department of Children's Services, within thirty (30) days of the last day of publication of this notice, and pursuant to Rule 39(e)(1) of the Tenn. R. Juv. P. you must also appear in the Juvenile Court of Cumberland County, Tennessee at Crossville, Tennessee on the 10th day of December, 2025, at 8:30 a.m., for the Hearing on the Petition to Declare Child Dependent and Neglected by the State of Tennessee, Department of Children's Services. If you fail to do so, a default judgment will be taken against you pursuant to Tenn. Code Ann. § 36-1-117(n) and Rule 55 of the Tenn. R. of Civ. P. for the relief demanded in the Petition. You may view and obtain a copy of the Petition and any other subsequently filed legal documents at the Juvenile Court Clerk's Office, Crossville, Tennessee. 10/22, 10/29, 11/5, 11/12

NOTICE TO CREDITORS In the matter of the Estate of: Betty Paul, deceased.

Notice is hereby given that the undersigned has been appointed personal representative of the above-named estate. All persons having claims against the said deceased are required to present their claims within four months after the date of the first publication of this notice or said claims will be forever barred. Claims must be mailed to Laurel Martin, Personal Representative, at 4016 Ivy Drive, Nashville, Tennessee, 37216. Dated this day: November 3, 2025 Laurel Martin 11/5, 11/12, 11/19, 11/26

NOTICE TO FURNISHERS OF LABOR AND MATERIALS TO: Superior Traffic Control, LLC

PROJECT NO.: R2BVAR-M3-034 CONTRACT NO.: CNY131 COUNTY: Putnam The Tennessee Department of Transportation is about to make final settlement with the contractor for construction of the above numbered project. All persons wishing to file claims pursuant to Section 54-5-122, T.C.A. must file same with the Director of Construction, Tennessee Department of Transportation, Suite 700 James K. Polk Bldg., Nashville, Tennessee 37243-0326, on or before 12/26/2025.

10900 Legals

against the Contractor related to the recently completed project should notify the Town of Monterey at phone # 931-839-3770 within 10 days of this publication, after which time the project will be closed out subject to any documented claims. Town of Monterey 11/12

NOTICE OF SUBSTITUTE TRUSTEE'S NOTICE OF SALE

Thomas H. Dickenson, Substitute Trustee under a Deed of Trust dated January 21, 2022, executed by Todd Jordan Mason and recorded in Record Book 1373, Page 597 in the Register's Office for Putnam County, Tennessee, will sell for cash, at a foreclosure sale requested by Destiny Land USA, LLC, the real property described below. The sale will be at the front door of the Putnam County Courthouse, Cookeville, Tennessee, on the 1st day of December, 2025 at 11:30 a.m., prevailing time. **Property Description:** Land in Putnam County, Tennessee, being Lot No. 6 on the Plan of Mount View Acres Subdivision of record in Plat Cabinet C, Slide 127, Register's Office for Putnam County, Tennessee. **Property Address:** Believed to be 18011 Clarkrange Hwy, Monterey, TN 38574 **Tax Parcel I.D.:** 072 17.13 **Other Interested Parties:** DM Holding, LLC d/b/a Mobile Attic The above-described property will be sold AS IS, WHERE IS, and subject to unpaid taxes, prior deeds of trust, all easements and restrictions, the rights of tenants in possession of said premises, if any, prior claims, or other matters of record with priority over the deed

10900 Legals

of trust described herein. The proceeds of the sale will be applied as required by the Deed of Trust and applicable law. The right is reserved to adjourn the day and time of sale by announcement at the time and place set forth above or at the time and place of any further postponement. This foreclosure notice will also be published on the website ForeclosureTennessee.com. This day of November, 2025. THOMAS H. DICKENSON, Substitute Trustee Hodges, Doughty & Carson PLLC PO Box 869 Knoxville, Tennessee 37901 (865) 292-2307 11/5, 11/12, 11/19

11000 Home Services

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WANTED: Junk appliances

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931-349-5436

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 River City Infusion, LLC, a/an Home Health Agency owned by River City Infusion, LLC with an ownership type of Limited Liability Company and to be managed by itself intends to file an application for a Certificate of Need for the establishment of a home care organization and the initiation of home health services limited to home infusion and related nursing services for pharmacy patients of RCIV, LLC d/b/a Vital Care of Chattanooga. The project will serve a proposed service area of 95 counties: Anderson, Bedford, Benton, Bledsoe, Blount, Bradley, Campbell, Cannon, Carroll, Carter, Cheatham, Chester, Claiborne, Clay, Cocke, Coffee, Crockett, Cumberland, Davidson, Decatur, DeKalb, Dickson, Dyer, Fayette, Fentress, Franklin, Gibson, Giles, Grainger, Greene, Hamblen, Hamilton, Hancock, Hardeman, Hardin, Hawkins, Haywood, Henderson, Henry, Hickman, Houston, Humphreys, Jackson, Jefferson, Johnson, Knox, Lauderdale, Lawrence, Lewis, Lincoln, Loudon, Macon, Madison, Marion, Marshall, Maury, McMinn, McNairy, Meigs, Monroe, Montgomery, Moore, Morgan, Obion, Overton, Perry, Pickett, Polk, Putnam, Rhea, Roane, Robertson, Rutherford, Scott, Sequatchie, Sevier, Shelby, Smith, Stewart, Sullivan, Sumner, Tipton, Trousdale, Unicoi, Union, Van Buren, Warren, Washington, Wayne, Weakley, White, Williamson and Wilson Counties, as well as CON-exempt Grundy and Lake Counties. The address of the project will be 1200 Mountain Creek Road, Suite 440, Chattanooga, Hamilton, Tennessee, 37203. The estimated project cost will be \$180,000. The anticipated date of filing the application is on or before December 1, 2025. The contact person for this project is Michael D. Brent, who may be reached at Bradley Arant Boult Cummings LLP, 1221 Broadway, Suite 2400, Nashville, Tennessee 37203 - Contact No. 615.252.2361; mbrent@bradley.com 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.

NOTICE OF PUBLIC INFORMATIONAL MEETING

The Tennessee Department of Transportation (TDOT) will host a Design Public Informational Meeting on *Tuesday, November 18, 2025*, to gather public input on **SR-135 North Willow Avenue, From Near West Broad Street to Near West 12th Street** in Putnam County. The meeting will be held from **5:00 p.m. until 7:00 p.m.** at the following location: *Roaden University Center, Tech Pride Room (Room 101), 1000 N Dixie Ave, Cookeville, TN 38505*. The meeting is being held to provide the public with an opportunity to provide comments regarding this project. Representatives of TDOT will be available to provide information on various aspects of this proposed project. Anyone with questions regarding the meeting should contact: *Curt Duncan, P.E., 7512 Volkswagen Drive, Chattanooga, TN 37416, 423-634-5796, curtis.duncan@tn.gov* Persons who require disability-related accommodation (e.g., sign language interpreter, accessible materials) to participate in this meeting should contact Ms. Shanna Chevalier, ADA Coordinator, at (615) 741-0465 or via TTY 7-1-1 no less than ten (10) days prior to the meeting; Ms. Shanna M. Chevalier, ADA Coordinator, 505 Deaderick Street, Suite 1200, Nashville, TN 37243, ADACompliance@tn.gov TDOT is an Equal Opportunity Employer and does not discriminate on the basis of race, age, sex, religion, color, disability, or national origin.

PUTNAM CO.

STATE ROUTE 135 (N. WILLOW AVE.) FROM W. BROAD ST, TOW. 12TH ST, (IA)(TMA)



GENERAL LOCATION MAP

PROJ. NO. SRP-135(27), 71011-1235-14
1/2"=5280'



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 Heart and Soul Hospice, LLC, a/an existing Hospice Agency owned by Heart and Soul Hospice, LLC with an ownership type of Limited Liability Company and to be managed by itself intends to file an application for a Certificate of Need for the addition of Cannon, Clay, Cumberland, DeKalb, Fentress, Jackson, Macon, Overton, Pickett, Putnam, Smith, Trousdale and White Counties to its service area (License #624). The address of the project will be 51 Century Boulevard, Suite 110, Nashville, Davidson County, Tennessee, 37214. The estimated project cost will be \$200,000. The anticipated date of filing the application is on or before 12/1/2025. The contact person for this project is Attorney Kim Looney who may be reached at K&L Gates LLP - 501 Commerce Street, Suite 1500, Nashville, Tennessee, 37203 - Contact No. -615-780-6727. The published Letter of Intent must contain the following statement pursuant to T.C.A. §68-11-1607 (c)(1). (A) Any healthcare institution wishing to oppose a Certificate of Need application must file a written notice with the Health Facilities Commission no later than fifteen (15) days before the regularly scheduled Health Facilities Commission meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application may file a written objection with the Health Facilities Commission at or prior to the consideration of the application by the Commission, or may appear in person to express opposition. Written notice of opposition may be sent to: Health Facilities Commission, Andrew Jackson Building, 9th Floor, 503 Deaderick Street, Nashville, TN 37243 or email at hscda.staff@tn.gov.

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Bulletin

Continued from PAGE 4

Activity Center (MAC) during the Grace Free Meal from 10:30 a.m. - noon. Everyone is welcome.

CELINA/CLAY COUNTY-Clay County Adult Education is offering FREE day classes on Tuesdays from 9am -1pm at the Adult Education/Adult High School building 520 Brown Street in Celina. These classes can qualify you to work toward the HiSET diploma (High School Equivalency Diploma) this was once known as the GED. For more information please call June Spears 615-666-2125 EX. 121.

Clay County-Family and Community Education (fce) clubs, formerly Homemakers Clubs, are recruiting new members. Join us for our monthly meeting on the first Wednesday of each month at 10:00 a.m. held at the Clay County Community Center. For more information call Haley Barnes, UT Extension Family and Consumer Science Agent at 931-243-2311.

Cemetery notices

GAMALIEL (KY)-The Gamaliel Cemetery is in need of donations for the upkeep of the cemetery. Donations may be dropped in the drive-thru donation box in the cemetery or mailed to PO Box 99, Gamaliel, KY 42140. Follow us on Facebook at "Friends of Gamaliel Cemetery."

CUMBERLAND COUNTY, KY-Anyone with family or loved ones buried at Shorts Chapel Cemetery in Cumberland County, KY are encouraged to make donations to the cemetery fund. You are also welcome to take a turn in mowing the cemetery instead of contributing to the cemetery fund. This would be equally appreciated. Please place flowers on gravestones and hanging metal rods if

possible. Any flowers that are placed on the ground will be removed after July 4th. Flowers on the stones will remain until they become very worn out or start causing debris on the cemetery.

All donations are appreciated and can be made at or mailed to: Citizens Bank of Cumberland County, Shorts Chapel Cemetery Fund, and PO Box 810, Burkesville, KY 42717. If it is more convenient for you to make donations to me personally, I live beside the cemetery as well. You can reach me, Carla Kerr-Smith, at 270-433-1595.

CELINA-Fitzgerald Cemetery committee members say donations are still needed for ongoing maintenance. Those with loved ones buried in the cemetery are encouraged to support this effort by sending a donation to P.O. Box 117 in Celina or dropping them off at the Bank of Celina.

Monthly meetings

CELINA - The Clay County Celina Industrial Development Board meets quarterly on the third Tuesday at 9am. The meeting is held at the Clay County Chamber of Commerce at 424 Brown Street.

CELINA-The Clay County Celina Joint Economic and Community Development Board meets the fourth Thursday of each month at 10 a.m. The meeting is held at the Clay County Chamber of Commerce at 424 Brown Street.

CELINA-The Clay County Soil Conservation District holds board meetings the fourth Thursday of each month at the SCD Office at 7:00 p.m.

LIVINGSTON-The Overton County Patriots, a non-partisan group which works to help stop corruption within local and federal governments, meets monthly here at the Livingston Library on the fourth Monday

of each month at 6 p.m. Refreshments served. Everyone welcome. For more information, call 931-510-1544.

CELINA-Canton Lodge #481 regular meetings are the 3rd Saturday of the month. Meetings start at 7:00 pm.

CELINA-The Clay County Government Planning Meeting is held the last Monday of each month unless changed due to a holiday.

CELINA-Alcoholics Anonymous (AA) meets every Tuesday & Saturday evening from 8 p.m. to 9 p.m. at 115 Guffey St. Celina (in the basement of the health dept.) Call 931-243-3794 for more information.

CELINA-The Clay County School Board meets the second Thursday of each month at the Clay County Schools Central office at 6 p.m.

CELINA-The Celina Municipal Planning Commission meets the fourth Tuesday of every month at 2:00 p.m. at City Hall.

HERMITAGE SPRINGS-The Hermitage Springs Park Committee will meet the third Tuesday of each month at 6:30 p.m. in the Hermitage Springs Bank community

room. Everyone is invited to attend.

MOSS-The Clay County Gun and Knife Club will meet here the second Tuesday of each month at 6 p.m.

The meetings will be held in the white building on the right past Wood River market on Highway 51 (Tompkinsville Hwy.) here. Memberships are \$10 per year. For more information, call 258-4030.

CELINA-The Clay County Park and Fair Board normally meets the fourth Thursday of each month at 6:30 p.m. at the Women's Building in the Clay County Recreation Complex.

CELINA-The Clay County Commission sanitation meeting is held the first Monday of each month at 5 p.m. at the sanitation building.

CELINA-The Clay County Commission meets the first Monday of each month at the community center here at 6:30 p.m.

CELINA-The Clay County Health Council meets the second Monday of each month at the Clay County School Board Central Office meeting room at 12 noon.

CELINA-Clay County Arts Alliance meets every third Tuesday at the Clay County Chamber of Commerce, 5:30 p.m.

PUBLIC NOTICE

Clay County Planning Meeting is Monday November 24, 2025, 6:30pm in the courtroom of the Clay County Government Complex.

Ashlock & Strong INSURANCE

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CLASSIFIED ADVERTISING

Help Wanted

BABYSITTER WANTED- Babysitter wanted, flexible schedule, pay based on experience. Call 931-261-0730.

For Rent

FOR RENT - 1 bedroom apartment in Celina. Call 261-9283. (tfn/nc)

FOR RENT - 2 bedroom house in Celina. Call 261-9283. (tfn/nc)

Misc. for Sale

HAY FOR SALE - 5x5 round bales \$20 each, buy 50 or more get them for \$18 each. Call 261-8201. (tfn)

Statewide Classified

Auctions

GET THE WORD OUT about your next auction! Save Time & \$\$\$! One Call For All. Your ad can appear in this newspaper + 102 other TN newspapers. For more info, contact this newspaper's classified dept. or call 931-624-8916. (TnScan)

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

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

DENTAL INSURANCE from Physicians Mutual Insurance Company. Coverage for 400 plus procedures. Real dental insurance-NOT just a discount plan. Do not wait! Call now! Get your FREE Dental Information Kit with all the details! 1-844-278-8285 www.dental50plus.com/tnpress #6258 (TnScan)

Home Improvement

Prepare for power outages today with a Generac Home Standby Generator. Act now to receive a FREE 5-Year warranty with qualifying purchase. Call 1-888-869-5542 today to schedule a free quote. It's not just a generator. It's a power move. (TnScan)

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Olshan Foundation Solutions. Your trusted foundation repair experts since 1933. Foundation repair. Crawl space recovery. Basement waterproofing. Water management and more. Free evaluation. Limited time up to \$250 off foundation repair. Call Olshan 1-866-265-5932 (TnScan)

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We Buy Houses for Cash AS IS! No repairs. No fuss. Any condition. Easy three step process: Call, get cash offer and get paid. Get your fair cash offer today by calling Liz Buys Houses: 1-877-551-1426 (TnScan)

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YOUR LOW COST ADVERTISING Solution! One call & your 25 word ad will appear in 103 Tennessee newspapers for \$275/wk or 47 Middle TN newspapers for \$120/wk. Call this newspaper's classified advertising dept. or go to www.tnpress.com/newspaper-networks (TnScan)

Camp
Bring your RV, some family and friends, and stay with us!

Boat
Get your boat and trailer serviced, repaired, or winterized.

Sleep
Relax and enjoy one of our three peaceful places to stay!

Store
Offering indoor and outdoor boat and RV storage!

765-621-8500 Camping, Vacation Rentals, & Storage
270-433-5757 Boat Service
TheHolleratDaleHollow.com

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IN THE CHANCERY COURT FOR CLAY COUNTY, TENNESSEE

NOTICE TO CREDITORS

ESTATE OF WANDA DAVIS PEDIGO, Deceased - Case No. 2025-PR-49

Notice is hereby given that on the 6th day of November, 2025, Letters of Administration in respect of the estate of Wanda Davis Pedigo, who died on October 3, 2025, were issued to the undersigned by the Chancery Court of Clay County, Tennessee.

All persons, resident and non-resident, having claims matured or unmatured against the Estate are required to file same with the Clerk of the above-named court on or before the earlier of the dates prescribed in (1) or (2), otherwise their claims will be forever barred.

(1) (a) Four (4) months from the date of the first publication (or posting, as the case may be) of this notice if the creditor received an actual copy of this notice to creditors at least sixty (60) days before the date that is four (4) months from the date of the first publication (or posting);

(b) Sixty (60) days from the date the creditor received an actual copy of this notice to creditors if the creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of first publication (or posting) as described in (1)(a); or

(2) Twelve (12) months from the decedents date of death. This 6th day of November, 2025.

Kimberly Miller, Personal Representative

Christi L. Dalton, Attorney for Estate
105 Public Square • Lafayette, TN 37083 • 615-666-2171

L. Rene' Davis, Clerk and Master
145 Cordell Hull Dr, P.O. Box 332 • Celina, TN 38551 • 931-243-3145

IN THE CHANCERY COURT FOR CLAY COUNTY, TENNESSEE

NOTICE TO CREDITORS

ESTATE OF ROBBIE DEAN RHOTON, Deceased - Case No. 2025-PR-48

Notice is hereby given that on the 29th day of October, 2025, Letters Testamentary in respect of the estate of Robbie Dean Rhoton, who died on September 8, 2025, were issued to the undersigned by the Chancery Court of Clay County, Tennessee.

All persons, resident and non-resident, having claims matured or unmatured against the Estate are required to file same with the Clerk of the above named court on or before the earlier of the dates prescribed in (1) or (2), otherwise their claims will be forever barred.

(1) (a) Four (4) months from the date of the first publication (or posting, as the case may be) of this notice if the creditor received an actual copy of this notice to creditors at least sixty (60) days before the date that is four (4) months from the date of the first publication (or posting);

(b) Sixty (60) days from the date the creditor received an actual copy of this notice to creditors if the creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of first publication (or posting) as described in (1)(a); or

(2) Twelve (12) months from the decedents date of death. This 29th day of October, 2025.

Joseph Burks, Personal Representative

James D. White, Jr., Attorney for Estate
P.O. Box 333 • Celina, TN 38551 • 931-243-3535

L. Rene' Davis, Clerk and Master
145 Cordell Hull Drive • Celina, TN 38551 • 931-243-3145

Remington White graduates from Berea College

BEREA, KY-- Remington White of Byrdstown received a Bachelor of Arts degree from Berea College, conferred on May 15, 2025.

Berea College, the first interracial and coeducational college in the South, focuses on learning, labor, and service. The College only admits academically promising students with limited financial resources, primarily from Kentucky and Appalachia, although students come from 46 states and 66 countries.

Berea, the first interracial and coeducational college in the South, focuses on learning, labor, and service. Supported by Berea's No-Tuition Promise, Berea College admits only academically promising students with limited economic resources, primarily from Appalachia. All students must work 10 hours or more weekly, earning money for books, room and board. The College's motto "God has made of one blood all peoples of the earth," speaks to its inclusive character, and the quality of its programs ensures that graduates from Berea go on to distinguish themselves and the College in many fields.



America Recycles Day program at library November 15th

Celebrate America Recycles Day by joining Interpretive Ranger Kandace at the Pickett County Library Saturday, November 15th, 11:00 a.m. to 12:00 p.m.

Learn all about Eco-bricks and discover simple ways we can all help reduce waste.

All materials will be provided for this hands-on program — but feel free to bring a clean, empty Gatorade or soda bottle to start your own Ecobrick project!



Free Medicare Discussion at GNT

Medicare can be very confusing so Good Neighbors Theatre is hosting a Free Coffee & Conversation to learn more about Medicare and upcoming changes to Medicare for 2026.

Facebook: Good Neighbors Theatre in Byrdstown, or visit our website:

www.good-neighbors-theatre.org

Zachary to speak at Nov. 20th Pickett Historical Society meeting

Arica Collins and Charlotte Tuck, licensed agents of Commonwealth Insurance Group of Albany have graciously agreed to come and answer our questions so we can make better informed decisions.

The next meeting of the Pickett County Historical and Genealogical Society will feature Andrea Zachary speaking on the history of the James Allen and Cassander (Brock) Zachary family during the Civil War.

The history of the Zacharys is inexorably intertwined with that of Champ Ferguson, who killed at least four Zachary men during the war. Andrea is the great great granddaughter of James Allen and Cassander Zachary, and the great great granddaughter of their son, James Marion Zachary, who was the only male in the family to survive his enlistment.

There are two meetings - Wednesday, Nov. 19th at 10 a.m. or Thursday, Nov. 20th at 6 p.m.

The Zachary family ardently supported the Union cause and due to their actions, they became targets of Confederate militiamen. James Allen Zachary was a local magistrate of Fentress County, but unable to serve in the Army due to an injury. He stayed in Fentress County while four of his sons enlisted in the First Kentucky Cav-

Andrea will present information about the Zachary family's history. Please join us at the Pickett County Library on Thursday, Nov. 20, at 6:00 p.m. to hear more.

For more information about GNT visit us on

school lunch menu

Pickett K-8 Nov. 10-14

MONDAY
BREAKFAST
chicken biscuit, cereal, fruit, juice and milk
LUNCH
teriyaki beef bites, corn dogs, broccoli, corn, rolls, fruit, milk

TUESDAY
BREAKFAST
dutch waffles, cereal, fruit, juice, milk
LUNCH
beef tacos, chicken fajitas, salad, refried beans, salsa, fruit, milk

WEDNESDAY
BREAKFAST
sausage biscuit, cereal, fruit, juice, milk

LUNCH
chicken noodles soup, peanut butter sandwich, grilled cheese, carrots w/ranch, fruit, milk

THURSDAY
BREAKFAST
french toast, cereal, juice, milk
LUNCH
spaghetti, chicken parmesan, green beans, garlic sticks, fruit, milk

FRIDAY
BREAKFAST
bacon egg & biscuit, cereal, fruit, juice, milk
LUNCH
hamburgers, hot dogs, curly fries, applesauce, fruit, milk

Spay, neuter funding available to Tennessee residents

PAWS of Dale Hollow has received grant money to help spay and neuter your pets.

Two programs have made it possible for Tennessee residents to get assistance in fixing their pets, the Animal Friendly grant and CFMT—The Community Foundation of Tennessee, the Patricia & Edward J. McGavock Humane Treatment of Animals Fund.

Interested? Call the PAWS voicemail number 864-8550 and leave a message and our volunteers will get back to you. TN residents only. Let us help you spay or neuter your cat or dog.

PUMPKIN PIE

Prep time: 15 minutes
Cook time: 50-55 minutes
Servings: 8
1 pie crust (store-bought or homemade), room temperature
3 large eggs
1/2 cup granulated sugar
1/3 cup light brown sugar
1 can (15 ounces) Green Giant 100% Pure Pumpkin
3/4 cup heavy whipping cream
1 teaspoon vanilla extract
1 teaspoon ground cinnamon
1/2 teaspoon ground ginger
1/4 teaspoon ground nutmeg
1/2 teaspoon salt
Roll out dough to 2 inches larger



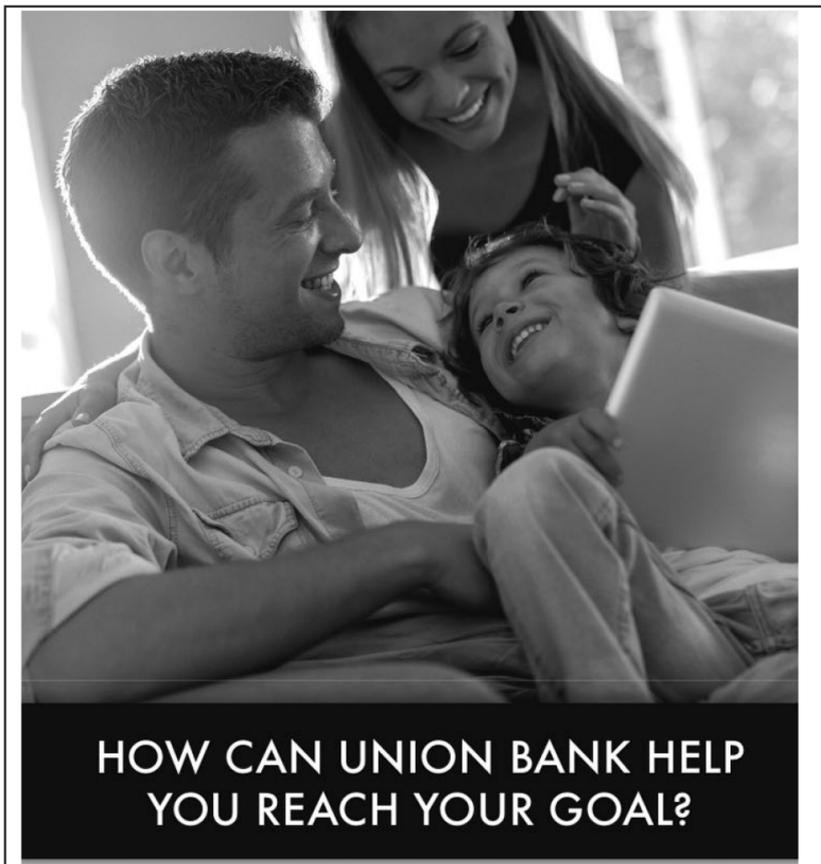
than pie dish. Gently press dough into dish until it lines bottom and sides. Trim dough to within 1/2 inch of dish edge. Fold edges underneath themselves, creating thick 1/4-inch border. Crimp edges with fingers. Refrigerate. Preheat oven to 375 F. In large bowl, whisk eggs and sugars until smooth. Add pumpkin, cream, vanilla, cinnamon, ginger, nutmeg and salt. Stir until well blended. Slowly pour filling into pie shell. Cover edges with thin strips of aluminum foil. Bake 25 minutes. Remove foil. Bake 25-30 minutes, or until toothpick inserted near center comes out clean. Cool on wire rack.

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2025 MEMBER
TENNESSEE PRESS ASSOCIATION

Pickett County Press

The Pickett County Press (UPS 431-900) is published weekly on Main Street for \$15.00 per year in Pickett County, \$30.00 outside Pickett County. Periodicals postage paid at Byrdstown, TN

POSTMASTER:
Send address changes to:
Pickett County Press
P.O. Box 268, Byrdstown, TN 38549
©2025 Pickett County Press

Publisher/Editor-Amanda Hill Bond
Office Manager-Lora Presley
Administrative Asst.-Heather Smith

Webpage:
www.pickettcountypress.com
e-mail: pickettpress@twakes.net
Phone: (931) 864-3675

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Tennessee Coalition for Open Government



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Secretary of State

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/

501 COMMERCE STREET, SUITE 1500
 NASHVILLE, TN 37203, USA

Request Type: Certified Copies

Order #: C2025102040

Issuance Date: 11/19/2025

Copies Requested: 1

Document Receipt

Receipt #: 2025-775656

Filing Fee: \$20.00

Payment: Credit Card -

\$20.00

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that **HEART AND SOUL HOSPICE LLC**, Control # 001087602 was formed or qualified to do business in the State of Tennessee on 03/24/2020. HEART AND SOUL HOSPICE LLC has a home jurisdiction of TENNESSEE and is currently in Active status. The attached documents are true and correct copies and were filed in this office on the date(s) indicated below.

Tre Hargett
Secretary of State



001087602

**ARTICLES OF ORGANIZATION
LIMITED LIABILITY COMPANY**

SS-4270



Tre Hargett
Secretary of State

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

Filing Fee: \$50.00 per member
(minimum fee = \$300.00, maximum fee = \$3,000.00)

For Office Use Only

-FILED-
Control # 001087602

The Articles of Organization presented herein are adopted in accordance with the provisions of the Tennessee Revised Limited Liability Company Act.

1. The name of the Limited Liability Company is: Heart and Soul Hospice LLC

(Note: Pursuant to the provisions of T.C.A. §48-249-106, each Limited Liability Company name must contain the words "Limited Liability Company" or the abbreviation "LLC" or "L.L.C.")

2. Name Consent: (Written Consent for Use of Indistinguishable Name)

This entity name already exists in Tennessee and has received name consent from the existing entity.

3. This company has the additional designation of: None

4. The name and complete address of the Limited Liability Company's initial registered agent and office located in the state of Tennessee is:

Heart and Soul Hospice LLC
2921 CHERRYBARK CT
HERMITAGE, TN 37076-3095
DAVIDSON COUNTY

5. Fiscal Year Close Month: December

6. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is:
(none) (Not to exceed 90 days)

7. The Limited Liability Company will be:

Member Managed Manager Managed Director Managed

8. Number of Members at the date of filing: 3

9. Period of Duration: Perpetual

10. The complete address of the Limited Liability Company's principal executive office is:

2921 CHERRYBARK CT
HERMITAGE, TN 37076-3095
DAVIDSON COUNTY

B0845-2021 03/24/2020 6:29 PM Received by Tennessee Secretary of State Tre Hargett



ARTICLES OF ORGANIZATION
LIMITED LIABILITY COMPANY

SS-4270



Tre Hargett
Secretary of State

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

Filing Fee: \$50.00 per member
(minimum fee = \$300.00, maximum fee = \$3,000.00)

For Office Use Only

-FILED-

Control # 001087602

The name of the Limited Liability Company is: Heart and Soul Hospice LLC

11. The complete mailing address of the entity (if different from the principal office) is:

2921 CHERRYBARK CT
HERMITAGE, TN 37076-3095

12. Non-Profit LLC (required only if the Additional Designation of "Non-Profit LLC" is entered in section 3.)

I certify that this entity is a Non-Profit LLC whose sole member is a nonprofit corporation, foreign or domestic, incorporated under or subject to the provisions of the Tennessee Nonprofit Corporation Act and who is exempt from franchise and excise tax as not-for-profit as defined in T.C.A. §67-4-2004. The business is disregarded as an entity for federal income tax purposes.

13. Professional LLC (required only if the Additional Designation of "Professional LLC" is entered in section 3.)

I certify that this PLLC has one or more qualified persons as members and no disqualified persons as members or holders.
Licensed Profession:

14. Series LLC (optional)

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

15. Obligated Member Entity (list of obligated members and signatures must be attached)

This entity will be registered as an Obligated Member Entity (OME) Effective Date: (none)
 I understand that by statute: THE EXECUTION AND FILING OF THIS DOCUMENT WILL CAUSE THE MEMBER(S) TO BE PERSONALLY LIABLE FOR THE DEBTS, OBLIGATIONS AND LIABILITIES OF THE LIMITED LIABILITY COMPANY TO THE SAME EXTENT AS A GENERAL PARTNER OF A GENERAL PARTNERSHIP. CONSULT YOUR ATTORNEY.

16. This entity is prohibited from doing business in Tennessee:

This entity, while being formed under Tennessee law, is prohibited from engaging in business in Tennessee.

17. Other Provisions:

Electronic

Signature

David P Turner

Printed Name

managing member

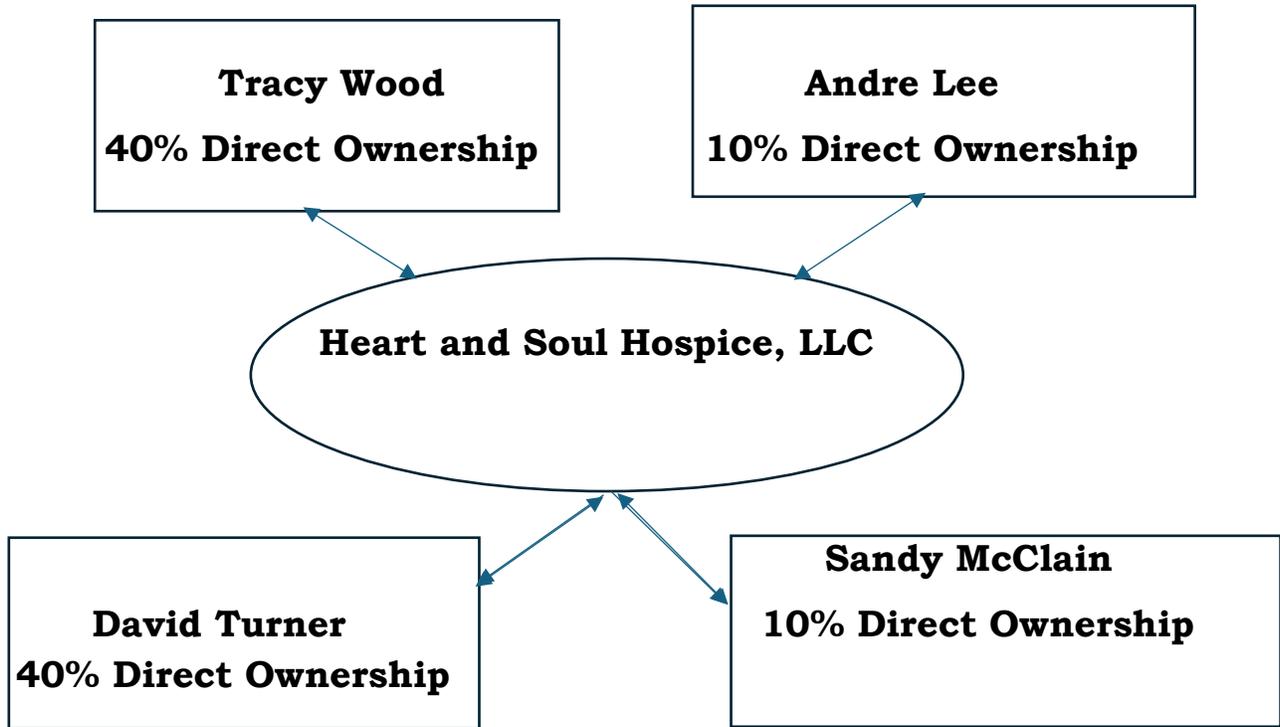
Title/Signer's Capacity

Mar 24, 2020 6:29PM

Date

B0845-2022 03/24/2020 6:29 PM Received by Tennessee Secretary of State Tre Hargett

Attachment 7A Organization Chart



Management Agreement

Heart and Soul Hospice LLC is managed by itself and consists of four (4) owners. The management structure is illustrated in Attachment 7A (organizational chart).

DEED OF LEASE

CCP PROPERTY OWNER NASHVILLE I, LLC
Landlord

AND

HEART AND SOUL HOSPICE, LLC
Tenant

AT

BNA Corporate Center
Building 100
402 BNA Drive
Nashville, TN 37217

FULL SERVICE OFFICE LEASE

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DEED OF LEASE

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THIS DEED OF LEASE ("Lease") is made by and between **CCP PROPERTY OWNER NASHVILLE I, LLC**, a Delaware limited liability company ("Landlord") and **HEART AND SOUL HOSPICE, LLC**, a limited liability company organized under the laws of Tennessee ("Tenant"), and is dated as of the date on which this Lease has been fully executed by Landlord and Tenant.

1. Basic Lease Terms and Definitions

- (a) Premises: 966 rentable square feet located on the third (3rd) floor of the Building, as shown on the location plan attached hereto as Exhibit A as a part hereof, designated as Suite Number 305.
- (b) Building: BNA Corporate Center containing 232,430 rentable square feet
- (c) Address: 402 BNA Drive, Suite 305, Nashville, Tennessee 37217
- (d) Term: Twenty-four (24) full calendar months (plus any partial month from the Commencement Date until the first day of the next full calendar month during the Term).
- (e) Commencement Date: Upon the earlier of (i) the date Tenant takes possession of the Premises or (ii) September 1, 2020.
- (f) Expiration Date: The last day of the Term.
- (g) Minimum Annual Rent: Payable in monthly installments as follows:

LEASE YEAR	MONTHLY INSTALLMENTS	ANNUALIZED
Months 1 – 12	\$1,851.50	\$22,218.00
Months 13 – 24	\$1,907.05	\$22,884.60

* plus, for any partial month from the Commencement Date until the first day of the next full calendar month, a prorated monthly installment of Minimum Annual Rent for such period based on the number of days in such partial month and the amount of the monthly installment specified in the chart above.

- (h) Annual Operating Expenses: Tenant shall pay its prorata share of Operating Expenses in excess of the Base Year as provided in Section 6 of this Lease.
- (i) Tenant's Share: 0.416% (also see Definitions)
- (j) Use: General office.
- (k) Security Deposit: \$1,851.50
- (l) Addresses For Notices:

<p><u>Landlord:</u></p> <p><u>For Notices:</u></p> <p>c/o Continental Asset Management Group, LLC Parkway 4 2697 International Parkway, Suite 260 Virginia Beach, VA 23452 Attn: Jeremy McLendon Attn: Darlene Crick</p> <p>With a copy to: Commonwealth Commercial Partners, LLC 4198 Cox Road, Suite 200 Glen Allen, Virginia 23060</p> <p><u>For Payment of Rent</u></p>	<p><u>Tenant:</u></p> <p><u>Before the Commencement Date:</u></p> <p>Heart and Soul Hospice LLC 2921 Cherrybark Court Hermitage, TN 37067</p> <p><u>On or after the Commencement Date:</u></p> <p>At the Premises</p>
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CCP Property Owner Nashville I, LLC PO BOX 603226 Charlotte, North Carolina 28260-3226	
----------------------------------------------------------------------------------------------	--

- (m) Guarantor: None
- (n) Additional Defined Terms: See Rider 1 for the definitions of other capitalized terms.
- (o) Contents: The following are attached to and made a part of this Lease:

Rider 1 – Additional Definitions	Exhibits:	A – Plan showing Premises
		B – Building Rules
		C – Estoppel Certificate Form
		D – Cleaning Schedule

2. Premises

Subject to the terms of this Lease, Landlord leases to Tenant and Tenant leases from Landlord the Premises, together with the right in common with others to use the Common Areas. Tenant accepts the Premises, Building and Common Areas "AS IS", without relying on any representation, covenant or warranty by Landlord. Landlord and Tenant (a) acknowledge that all square foot measurements are approximate and (b) stipulate and agree to the rentable square footage set forth in Section 1(a) above for all purposes with respect to this Lease.

3. Use

Tenant shall occupy and use the Premises only for the Use specified in Section 1 above. Tenant shall not permit any conduct or condition which may endanger, disturb or otherwise interfere with any other Building occupant's normal operations or with the management of the Building. Tenant may use all Common Areas only for their intended purposes. Landlord shall have exclusive control of all Common Areas at all times.

4. Term; Possession

(a) The Term of this Lease shall commence on the Commencement Date and shall end on the Expiration Date, unless sooner terminated in accordance with this Lease. If Landlord is delayed in delivering possession of all or any portion of the Premises to Tenant as of the Commencement Date, Tenant will take possession on the date Landlord delivers possession, which date will then become the Commencement Date (and the Expiration Date will be extended so that the number of full calendar months during the Term remains unaffected by such delay). Landlord shall not be liable for any loss or damage to Tenant resulting from any delay in delivering possession due to the holdover of any existing tenant or other circumstances outside of Landlord's reasonable control.

(b) In the event that, despite commercially reasonable efforts, Tenant fails to obtain final approval from the State of Tennessee Health Services and Development Agency beyond all applicable appeal periods (the "Certificate of Need"), Tenant may terminate this Lease upon delivery of (i) written notice to Landlord and (ii) payment of a reimbursement to Landlord in the amount of the legal fees incurred by Landlord for the preparation of this Lease.

5. Rent; Taxes

Tenant agrees to pay to Landlord, without demand, deduction, setoff, counterclaim or offset, Minimum Annual Rent and Annual Operating Expenses for the Term. Tenant shall pay the Monthly Rent, in advance, on the first day of each calendar month during the Term, at Landlord's address designated in Section 1 above unless Landlord designates otherwise; provided that Monthly Rent for the first full month for which Monthly Rent is owed shall be paid at the signing of this Lease. If the Commencement Date is not the first day of the month, the Monthly Rent for that partial month shall be apportioned on a per diem basis and shall be paid on or before the Commencement Date. Tenant shall pay Landlord a service and handling charge equal to 5% of any Rent not paid within 5 days after the date due. In addition, any Rent, including such charge, not paid

within 5 days after the due date will bear interest at the Interest Rate from the date due to the date paid. Tenant shall pay before delinquent all taxes levied or assessed upon, measured by, or arising from: (a) the conduct of Tenant's business; (b) Tenant's leasehold estate; or (c) Tenant's property. Additionally, Tenant shall pay to Landlord all sales, use, transaction privilege, or other excise tax that may at any time be levied or imposed upon, or measured by, any amount payable by Tenant under this Lease.

6. Operating Expenses

Tenant shall have no obligation for payment of Annual Operating Expenses during calendar year 2020. For each calendar year of the Term after 2020 (the "Base Year"), Tenant shall pay Tenant's Share (as specified in Section 1(i) above) of Annual Operating Expenses in excess of the Operating Expenses incurred by Landlord during the Base Year. Landlord shall advise Tenant of Tenant's Share of the estimated Operating Expenses in excess of the Base Year for each calendar year of the Term after the Base Year. The Annual Operating Expenses for the Base Year shall not include market-wide labor-rate increases due to extraordinary circumstances, including, boycotts and strikes; losses due to insurance deductibles; utility rate increases due to extraordinary circumstances including conservation surcharges, new and increased fuel surcharges, boycotts, embargoes or other shortages; amortized costs relating to capital improvements; expenses to the extent of discontinued services; and other extraordinary expenses. Landlord may adjust such amount from time to time if the estimated Annual Operating Expenses increase or decrease; Landlord may also invoice Tenant separately from time to time for Tenant's Share of any extraordinary or unanticipated Operating Expenses. By April 30th of each year (and as soon as practical after the expiration or termination of this Lease or, at Landlord's option, after a sale of the Property), Landlord shall provide Tenant with a statement of Operating Expenses for the preceding calendar year or part thereof beginning with the year following the Base Year. Within 30 days after delivery of the statement to Tenant, Landlord or Tenant shall pay to the other the amount of any overpayment or deficiency then due from one to the other or, at Landlord's option, Landlord may credit Tenant's account for any overpayment. If Tenant does not give Landlord written notice within 30 days after receiving Landlord's statement that Tenant disagrees with the statement and specifying the items and amounts in dispute, Tenant shall be deemed to have waived the right to contest the statement. In the event Tenant provides written notice to Landlord contesting Landlord's statement in accordance with the foregoing sentence, pending the resolution of any such dispute, Tenant shall continue to pay to Landlord any and all amounts reflected on Landlord's statement. Landlord's and Tenant's obligation to pay any overpayment or deficiency due the other pursuant to this Section shall survive the expiration or termination of this Lease. Notwithstanding any other provision of this Lease to the contrary, Landlord may, in its reasonable discretion, determine from time to time the method of computing and allocating Operating Expenses, including the method of allocating Operating Expenses to various types of space within the Building to reflect any disparate levels of services provided to different types of space. If the Building is not fully occupied during any period, Landlord may make a reasonable adjustment based on occupancy in computing the Operating Expenses for such period so that Operating Expenses are computed as though the Building had been fully occupied. Notwithstanding anything to the contrary contained herein, any delay or failure of Landlord furnishing any statement of Operating Expenses and/or in billing any escalation hereinabove provided shall not constitute a waiver of or in any way impair the continuing obligation of Tenant to pay such escalation hereunder.

7. Services

Landlord will furnish the following services for the normal use and occupancy of the Premises for general office purposes: (i) electricity, (ii) heating and air conditioning in season during Normal Business Hours, (iii) water, (iv) trash removal and janitorial services pursuant to the cleaning schedule attached as Exhibit D and (v) such other services Landlord reasonably determines are appropriate or necessary. If Tenant requests, and if Landlord is able to furnish, services in addition to those identified above, including heating or air conditioning outside of Normal Business Hours, Tenant shall pay Landlord's reasonable charge for such supplemental services. If because of Tenant's density, equipment or other Tenant circumstances, Tenant puts demands on the Building Systems in excess of those of the typical office user in the Building, Landlord may install supplemental equipment and meters at Tenant's expense. Landlord shall not be responsible or liable for any interruption in such services, nor shall such interruption affect the continuation or validity of this Lease. Landlord shall have the exclusive right to select, and to change, the companies providing such services to the Building or Premises. Any wiring, cabling or other equipment necessary to connect Tenant's telecommunications equipment shall be Tenant's responsibility, and shall be installed in a manner approved by Landlord. In the event Tenant's consumption of any utility or other service included in Operating Expenses is excessive when compared with other occupants of the Property, as determined in Landlord's reasonable discretion, Landlord may invoice Tenant separately for, and Tenant shall pay on demand, the cost of Tenant's excessive consumption, as reasonably determined by Landlord.

8. Insurance; Waivers; Indemnification

(a) Landlord shall maintain insurance against loss or damage to the Building or the Property with coverage for perils as set forth under the "Causes of Loss-Special Form" or equivalent property insurance policy in an amount equal to the full insurable replacement cost of the Building (excluding coverage of Tenant's personal property and any Alterations by Tenant), and such other insurance, including rent loss coverage, as Landlord may reasonably deem appropriate or as any Mortgagee may require.

(b) Tenant, at its expense, shall keep in effect commercial general liability insurance, including blanket contractual liability insurance, covering Tenant's use of the Property, with such coverages and limits of liability as Landlord may reasonably require, but not less than a \$1,000,000 combined single limit with a \$3,000,000 general aggregate limit (which general aggregate limit may be satisfied by an umbrella liability policy) for bodily injury or property damage; however, such limits shall not limit Tenant's liability hereunder. The policy shall name Landlord and any other associated or affiliated entity as their interests may appear and at Landlord's request, any Mortgagee(s), as additional insureds, shall be written on an "occurrence" basis and not on a "claims made" basis and shall be endorsed to provide that it is primary to and not contributory to any policies carried by Landlord and to provide that it shall not be cancelable or reduced without at least 30 days prior notice to Landlord. The insurer shall be authorized to issue such insurance, licensed to do business and admitted in the state in which the Property is located and rated at least A VII in the most current edition of *Best's Insurance Reports*. Tenant shall deliver to Landlord on or before the Commencement Date or any earlier date on which Tenant accesses the Premises, and at least 30 days prior to the date of each policy renewal, a certificate of insurance evidencing such coverage.

(c) Landlord and Tenant each waive, and release each other from and against, all claims for recovery against the other for any loss or damage to the property of such party arising out of fire or other casualty coverable by a standard "Causes of Loss-Special Form" property insurance policy with, in the case of Tenant, such endorsements and additional coverages as are considered good business practice in Tenant's business, even if such loss or damage shall be brought about by the fault or negligence of the other party or its Agents; provided, however, such waiver by Landlord shall not be effective with respect to Tenant's liability described in Sections 9(b) and 10(d) below. This waiver and release is effective regardless of whether the releasing party actually maintains the insurance described above in this subsection and is not limited to the amount of insurance actually carried, or to the actual proceeds received after a loss. Each party shall have its insurance company that issues its property coverage waive any rights of subrogation, and shall have the insurance company include an endorsement acknowledging this waiver, if necessary. Tenant assumes all risk of damage of Tenant's property within the Property, including any loss or damage caused by water leakage, fire, windstorm, explosion, theft, act of any other tenant, or other cause.

(d) Subject to subsection (c) above, and except to the extent caused by the negligence or willful misconduct of Landlord or its Agents, Tenant will indemnify, defend, and hold harmless Landlord and its Agents from and against any and all claims, actions, damages, liability and expense (including fees of attorneys, investigators and experts) which may be asserted against, imposed upon, or incurred by Landlord or its Agents and arising out of or in connection with loss of life, personal injury or damage to property in or about the Premises or arising out of the occupancy or use of the Property by Tenant or its Agents or occasioned wholly or in part by any act or omission of Tenant or its Agents, whether prior to, during or after the Term. Tenant's obligations pursuant to this subsection shall survive the expiration or termination of this Lease.

9. Maintenance and Repairs

(a) Landlord shall Maintain the Building, including the Premises (except to the extent of Tenant's obligations set forth in Section 9(b) hereof, the Common Areas, the Building Systems and any other improvements owned by Landlord located on the Property. If Tenant becomes aware of any condition that is Landlord's responsibility to repair, Tenant shall promptly notify Landlord of the condition.

(b) Subject to Landlord's obligation to provide trash removal and janitorial service pursuant to Section 7 hereof, Tenant at its sole expense shall keep the Premises, and the fixtures, improvements, equipment, and finishes, and any Alterations therein in clean, safe and sanitary condition and in good order and repair and will cause no waste or injury thereto. Alterations, repairs and replacements to the Property, including the Premises, made necessary because of Tenant's Alterations or installations, any use or circumstances special or particular to Tenant, or any act or omission of Tenant or its Agents shall be made at the sole expense of Tenant to the extent not covered by any applicable insurance proceeds paid to Landlord.

10. Compliance

(a) Tenant will, at its expense, promptly comply with all Laws now or subsequently pertaining to the Premises or Tenant's use or occupancy. Tenant will pay any taxes or other charges by any authority on Tenant's property or trade

fixtures or relating to Tenant's use of the Premises. Neither Tenant nor its Agents shall use the Premises in any manner that under any Law would require Landlord to make any Alteration to or in the Building or Common Areas (without limiting the foregoing, Tenant shall not use the Premises in any manner that would cause the Premises or the Property to be deemed a "place of public accommodation" under the ADA if such use would require any such Alteration). Tenant shall be responsible for compliance with the ADA, and any other Laws regarding accessibility, with respect to the Premises.

(b) Tenant will comply, and will cause its Agents to comply, with the Building Rules.

(c) Tenant agrees not to do anything or fail to do anything which will increase the cost of Landlord's insurance or which will prevent Landlord from procuring policies (including public liability) from companies and in a form satisfactory to Landlord. If any breach of the preceding sentence by Tenant causes the rate of fire or other insurance to be increased, Tenant shall pay the amount of such increase as additional Rent within 30 days after being billed.

(d) Tenant agrees that (i) no activity will be conducted on the Premises that will use or produce any Hazardous Materials, except any cleaning materials in amounts and forms as are generally used by tenants in comparable buildings using premises for the purposes for which Tenant is permitted to use the Premises and are conducted in accordance with all Environmental Laws ("Permitted Activities"); (ii) the Premises will not be used for storage of any Hazardous Materials, except for materials used in the Permitted Activities which are properly stored in a manner and location complying with all Environmental Laws; (iii) no portion of the Premises or Property will be used by Tenant or Tenant's Agents for disposal of Hazardous Materials; (iv) Tenant will deliver to Landlord copies of all Material Safety Data Sheets and other written information prepared by manufacturers, importers or suppliers of any chemical; and (v) Tenant will immediately notify Landlord of any violation by Tenant or Tenant's Agents of any Environmental Laws or the release or suspected release of Hazardous Materials in, under or about the Premises, and Tenant shall immediately deliver to Landlord a copy of any notice, filing or permit sent or received by Tenant with respect to the foregoing. If at any time during or after the Term, any portion of the Property is found to be contaminated by Tenant or Tenant's Agents or subject to conditions prohibited in this Lease caused by Tenant or Tenant's Agents, Tenant will indemnify, defend and hold Landlord harmless from all claims, demands, actions, liabilities, costs, expenses, attorneys' fees, damages and obligations of any nature arising from or as a result thereof, and Landlord shall have the right to direct remediation activities, all of which shall be performed at Tenant's cost. Tenant's obligations pursuant to this subsection shall survive the expiration or termination of this Lease.

(e) Tenant agrees to use commercially reasonable efforts to ensure that its operations at the Premises do not adversely affect any efforts by Landlord to obtain or maintain the accreditation of the Building or the Property for any so-called "green initiative" such as LEED certification (including, without limitation, compliance with any commercially reasonable recycling plan instituted by Landlord at the Building); provided that Landlord provides Tenant with at least thirty (30) days' prior written notice of any such "green initiative" obtained or then being pursued by Landlord. Any future plan for such accreditation may be appended to and become a part of the Building Rules, and may result in a modification to the cleaning schedule set forth on Exhibit D.

11. Signs

Landlord will furnish Tenant building standard identification signage on the interior Building directory, if applicable, and on or beside the main entrance door to the Premises. Tenant shall not place any signs on the Property without the prior consent of Landlord, other than signs that are located wholly within the interior of the Premises and not visible from the exterior of the Premises. Tenant shall maintain all signs installed by Tenant in good condition and in compliance with all applicable Laws and the Building Rules. Tenant shall remove its signs at the termination of this Lease, shall repair any resulting damage, and shall restore the Property to its condition existing prior to the installation of Tenant's signs.

12. Alterations

Except for non-structural Alterations that (i) do not exceed \$5,000 in the aggregate during the Term, (ii) are not visible from the exterior of the Premises, (iii) do not affect any Building System or the structural strength of the Building, (iv) do not require penetrations into the floor, ceiling or walls, and (v) do not require work within the walls, below the floor or above the ceiling, Tenant shall not make or permit any Alterations in or to the Premises without first obtaining Landlord's consent, which consent shall not be unreasonably withheld, conditioned or delayed. With respect to any Alterations made by or on behalf of Tenant (whether or not the Alteration requires Landlord's consent): (i) not less than 10 days prior to commencing any Alteration, Tenant shall deliver to Landlord the plans, specifications and necessary permits for the Alteration, together with certificates evidencing that Tenant's contractors and subcontractors have adequate insurance coverage naming Landlord and any other associated or affiliated entity as their interests may appear as additional insureds, (ii) Tenant shall obtain Landlord's prior written approval of any contractor or subcontractor, (iii) the Alteration shall be constructed with new materials, in a good and workmanlike manner, and in compliance with all Laws and the plans and specifications delivered to,

and, if required above, approved by Landlord, (iv) Tenant shall pay Landlord all reasonable costs and expenses in connection with Landlord's review of Tenant's plans and specifications, and of any supervision or inspection of the construction Landlord deems necessary, and (v) upon Landlord's request Tenant shall, prior to commencing any Alteration, provide Landlord reasonable security against liens arising out of such construction. Any Alteration by or on behalf of Tenant shall be the property of Tenant until the expiration or termination of this Lease; at that time without payment by Landlord the Alteration shall, at Landlord's option, either remain on the Property and become the property of Landlord or be removed by Tenant, in which event Tenant will repair any resulting damage and will restore the Premises to the condition existing prior to Tenant's Alteration. At Tenant's request prior to any Alterations being performed by, for, or on behalf of, Tenant, Landlord will notify Tenant in writing whether Tenant is required to remove the specific Alteration(s) at the expiration or termination of this Lease. Tenant may install its trade fixtures, furniture and equipment in the Premises, provided that the installation and removal of them will not affect any structural portion of the Property, any Building System or any other equipment or facilities serving the Building or any occupant.

13. Mechanics' Liens

Tenant promptly shall pay for any improvements, labor, services, materials, supplies or equipment furnished to, made by, contracted for or otherwise authorized by Tenant in or about the Premises. Tenant shall keep the Premises and the Property free from any liens arising out of any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to Tenant. Tenant shall take all steps permitted by law in order to avoid the imposition of any such lien. Should any such lien or notice of such lien be filed against the Premises or the Property, Tenant shall discharge the same by bonding or otherwise within 15 days after Tenant has notice that the lien or claim is filed regardless of the validity of such lien or claim.

14. Landlord's Right to Relocate Tenant: Right of Entry

(a) Landlord may relocate Tenant from the Premises to comparable space in the Building as reasonably determined by Landlord. Landlord will give Tenant at least 60 days advance notice of relocation and will pay for all reasonable costs of such relocation. Such a relocation shall not terminate, modify or otherwise affect this lease except that "Premises" shall refer to the relocation space rather than the old location identified in Section 1(a).

(b) Tenant shall permit Landlord and its Agents to enter the Premises at all reasonable times following reasonable notice (except in an emergency for which no notice shall be required) to inspect, Maintain, or make Alterations to the Premises or Property, to exhibit the Premises for the purpose of sale or financing, and, during the last 12 months of the Term, to exhibit the Premises to any prospective tenant. Landlord will make reasonable efforts not to inconvenience Tenant in exercising such rights, but Landlord shall not be liable for any interference with Tenant's occupancy resulting from Landlord's entry.

15. Damage by Fire or Other Casualty

If the Premises or Common Areas shall be damaged or destroyed by fire or other casualty, Tenant shall promptly notify Landlord, and Landlord, subject to the conditions set forth in this Section, shall repair such damage and restore the Premises or Common Areas to substantially the same condition in which they were immediately prior to such damage or destruction, but not including the repair, restoration or replacement of the fixtures, equipment, or Alterations installed by or on behalf of Tenant. Landlord shall notify Tenant, within 30 days after the date of the casualty, if Landlord anticipates that the restoration will take more than 180 days from the date of the casualty to complete; in such event, either Landlord or Tenant (unless the damage was caused by Tenant) may terminate this Lease effective as of the date of casualty by giving notice to the other within 10 days after Landlord's notice. If a casualty occurs during the last 12 months of the Term, Landlord may terminate this Lease unless Tenant has the right to extend the Term for at least 3 more years and does so within 30 days after the date of the casualty. Moreover, Landlord may terminate this Lease if the loss is not fully covered by the insurance required to be maintained by Landlord under this Lease. Tenant will receive an abatement of Minimum Annual Rent and Annual Operating Expenses to the extent and for so long as the Premises are rendered untenable as a result of the casualty.

16. Condemnation

If (a) all of the Premises are Taken, (b) any part of the Premises is Taken and the remainder is insufficient in Landlord's opinion for the reasonable operation of Tenant's business, or (c) any of the Property is Taken, and, in Landlord's opinion, it would be impractical or the condemnation proceeds are insufficient to restore the remainder, then this Lease shall terminate as of the date the condemning authority takes possession. If this Lease is not terminated, Landlord shall restore the Building to a condition as near as reasonably possible to the condition prior to the Taking, the Minimum Annual Rent shall be abated for the period of time all or a part of the Premises is untenable in proportion to the square foot area untenable, and this

Lease shall be amended appropriately. The compensation awarded for a Taking shall belong to Landlord. Except for any relocation benefits to which Tenant may be entitled, Tenant hereby assigns all claims against the condemning authority to Landlord, including, but not limited to, any claim relating to Tenant's leasehold estate.

17. Quiet Enjoyment

Landlord covenants that Tenant, upon performing all of its covenants, agreements and conditions of this Lease, shall have quiet and peaceful possession of the Premises as against anyone claiming by or through Landlord, subject, however, to the terms of this Lease and any Mortgage.

18. Assignment and Subletting

(a) Except as provided in Section (b) below, Tenant shall not enter into nor permit any Transfer voluntarily or by operation of law, without the prior consent of Landlord, which consent shall not be unreasonably withheld. Without limitation, Tenant agrees that Landlord's consent shall not be considered unreasonably withheld if (i) the proposed transferee is an existing tenant of Landlord or an affiliate of Landlord or an affiliate of an existing tenant of Landlord or an affiliate of Landlord, (ii) the business, business reputation, or creditworthiness of the proposed transferee is unacceptable to Landlord, (iii) Landlord or an affiliate of Landlord has comparable space available for lease by the proposed transferee or (iv) an Event of Default has occurred under this Lease or any act or omission has occurred which would constitute an Event of Default with the giving of notice and/or the passage of time. A consent to one Transfer shall not be deemed to be a consent to any subsequent Transfer. In no event shall any Transfer relieve Tenant from any obligation under this Lease. Landlord's acceptance of Rent from any person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any Transfer. Any Transfer not in conformity with this Section 18 shall be void at the option of Landlord.

(b) Landlord's consent shall not be required in the event of any Transfer by Tenant to an Affiliate provided that (i) the Affiliate has a tangible net worth at least equal to that of Tenant as of the date of this Lease, (ii) Tenant provides Landlord notice of the Transfer at least 15 days prior to the effective date, together with current financial statements of the Affiliate certified by an executive officer of the Affiliate, and (iii) in the case of an assignment or sublease, Tenant delivers to Landlord an assumption agreement reasonably acceptable to Landlord executed by Tenant and the Affiliate, together with a certificate of insurance evidencing the Affiliate's compliance with the insurance requirements of Tenant under this Lease.

(c) The provisions of subsection (a) above notwithstanding, if Tenant proposes to Transfer all of the Premises (other than to an Affiliate pursuant to Section 18(b) hereof), Landlord may terminate this Lease, either conditioned on execution of a new lease between Landlord and the proposed transferee or without that condition. If Tenant proposes to enter into a Transfer of less than all of the Premises (other than to an Affiliate pursuant to Section 18(b) hereof), Landlord may amend this Lease to remove the portion of the Premises to be transferred, either conditioned on execution of a new lease between Landlord and the proposed transferee or without that condition. If this Lease is not so terminated or amended, Tenant shall pay to Landlord, immediately upon receipt, the excess of (i) all compensation received and to be received by Tenant for or as a result of the Transfer over (ii) the Rent allocable to the Premises transferred.

(d) If Tenant requests Landlord's consent to a Transfer, Tenant shall provide Landlord, at least 15 days prior to the proposed Transfer, current financial statements of the transferee certified by an executive officer of the transferee, a complete copy of the proposed Transfer documents, and any other information Landlord reasonably requests. Immediately following any approved assignment or sublease, Tenant shall deliver to Landlord an assumption agreement reasonably acceptable to Landlord executed by Tenant and the transferee, together with a certificate of insurance evidencing the transferee's compliance with the insurance requirements of Tenant under this Lease. Tenant agrees to reimburse Landlord for reasonable administrative and attorneys' fees in connection with the processing and documentation of any Transfer for which Landlord's consent is requested.

19. Subordination; Mortgagee's Rights

(a) Subject to Mortgagee's rights set forth in this Lease, Tenant accepts this Lease subject and subordinate to any Mortgage now or in the future affecting the Premises. This clause shall be self-operative, but within 10 days after request, Tenant shall execute and deliver any further instruments confirming the subordination of this Lease and any further instruments of attornment that the Mortgagee may reasonably request. However, any Mortgagee may at any time subordinate its Mortgage to this Lease, without Tenant's consent, by giving notice to Tenant, and this Lease shall then be deemed prior to such Mortgage without regard to their respective dates of execution and delivery; provided that such subordination shall not affect any Mortgagee's rights with respect to condemnation awards, casualty insurance proceeds, intervening liens or any right which shall arise between the recording of such Mortgage and the execution of this Lease.

(b) Tenant acknowledges that no Mortgagee shall be (i) liable for any act or omission of a prior landlord, (ii) subject to any rental offsets or defenses against a prior landlord, (iii) bound by any amendment of this Lease made without its written consent, (iv) bound by payment of Monthly Rent more than one month in advance or liable for any other funds paid by Tenant to Landlord unless such funds actually have been transferred to the Mortgagee by Landlord, or (v) responsible for any Security Deposit, except to the extent actually received by such Mortgagee.

(c) The provisions of Sections 15 and 16 above notwithstanding, Landlord's obligation to restore the Premises after a casualty or condemnation shall be subject to the consent and prior rights of any Mortgagee.

20. Tenant's Certificate; Financial Information; Other Disclosures

(a) Within 10 days after Landlord's request from time to time, (a) Tenant shall execute, acknowledge and deliver to Landlord, for the benefit of Landlord, Mortgagee, any prospective Mortgagee, and any prospective purchaser of Landlord's interest in the Property, an estoppel certificate in the form of attached Exhibit C (or other form requested by Landlord), modified as necessary to accurately state the facts represented, and (b) Tenant shall furnish to Landlord, Landlord's Mortgagee, prospective Mortgagee and/or prospective purchaser reasonably requested financial information.

(b) Tenant agrees to cooperate with Landlord to provide information reasonably required or requested by Landlord to be provided to a regulatory or other recognized entity for the purpose of obtaining accreditation of the Building or the Property for any so-called "green initiative" such as LEED certification, which cooperation shall include, without limitation, providing electric consumption data or other relevant data in proper format for reporting to the U.S. Green Building Council (or similar or successor authority selected by Landlord).

21. Surrender

(a) On the date on which this Lease expires or terminates, Tenant shall return possession of the Premises to Landlord in good, broom-clean condition, except for ordinary wear and tear, and except for casualty damage or other conditions that Tenant is not required to remedy under this Lease. Prior to the expiration or termination of this Lease, Tenant shall remove from the Property all furniture, trade fixtures, equipment, wiring and cabling (unless Landlord directs Tenant otherwise), and all other personal property installed by or on behalf of Tenant or its assignees or subtenants. Tenant shall repair any damage resulting from such removal and shall restore the Property to good order and condition. Any of Tenant's personal property not removed as required shall be deemed abandoned, and Landlord, at Tenant's expense, may remove, store, sell or otherwise dispose of such property in such manner as Landlord may see fit and/or Landlord may retain such property or sale proceeds as its property. If Tenant does not return possession of the Premises to Landlord in the condition required under this Lease, Tenant shall pay Landlord all resulting damages Landlord may suffer.

(b) If Tenant remains in possession of the Premises after the expiration or termination of this Lease, Tenant's occupancy of the Premises shall be that of a tenancy at will. Tenant's occupancy during any holdover period shall otherwise be subject to the provisions of this Lease (unless clearly inapplicable), except that the Monthly Rent shall be double the Monthly Rent payable for the last full month immediately preceding the holdover. No holdover or payment by Tenant after the expiration or termination of this Lease shall operate to extend the Term or prevent Landlord from immediate recovery of possession of the Premises by summary proceedings or otherwise. Any provision in this Lease to the contrary notwithstanding, any holdover by Tenant shall constitute an Event of Default on the part of Tenant under this Lease entitling Landlord to exercise, without obligation to provide Tenant any notice or cure period, all of the remedies available to Landlord upon the occurrence of an Event of Default, and Tenant shall be liable for all damages, including consequential damages, that Landlord suffers as a result of the holdover.

22. Defaults – Remedies

(a) It shall be an Event of Default:

(i) If Tenant does not pay in full when due any and all Rent and, except as provided in Section 22(c) below, Tenant fails to cure such default on or before the date that is 5 days after Landlord gives Tenant notice of default;

(ii) If Tenant enters into or permits any Transfer in violation of Section 18 above;

(iii) If Tenant fails to observe and perform or otherwise breaches any other provision of this Lease, and, except as provided in Section 22(c) below, Tenant fails to cure the default on or before the date that is 10 days after Landlord gives Tenant notice of default; provided, however, if the default cannot reasonably be cured within 10 days following Landlord's giving of notice, Tenant shall be afforded additional reasonable time (not to exceed 30 days following

Landlord's notice) to cure the default if Tenant begins to cure the default within 10 days following Landlord's notice and continues diligently in good faith to completely cure the default;

(iv) If Tenant becomes insolvent or makes a general assignment for the benefit of creditors or offers a settlement to creditors, or if a petition in bankruptcy or for reorganization or for an arrangement with creditors under any federal or state law is filed by or against Tenant, or a bill in equity or other proceeding for the appointment of a receiver for any of Tenant's assets is commenced, or if any of the real or personal property of Tenant shall be levied upon; provided that any proceeding brought by anyone other than Landlord or Tenant under any bankruptcy, insolvency, receivership or similar law shall not constitute an Event of Default until such proceeding has continued unstayed for more than 60 consecutive days; or

(v) Tenant shall vacate or abandon the Premises.

Any notice periods provided for under this Article 22(a) shall run concurrently with any statutory notice periods and any notice given hereunder may be given simultaneously with or incorporated into any such statutory notice.

(b) If an Event of Default occurs, in addition to all other rights and remedies available to Landlord at law, in equity, by statute or otherwise, Landlord shall have the following rights and remedies:

(i) Landlord, without any obligation to do so, may elect to cure the default on behalf of Tenant, in which event Tenant shall reimburse Landlord upon demand for any sums paid or costs incurred by Landlord (together with an administrative fee of 15% thereof) in curing the default, plus interest at the Interest Rate from the respective dates of Landlord's incurring such costs, which sums and costs together with interest at the Interest Rate shall be deemed additional Rent;

(ii) To enter and repossess the Premises, by breaking open locked doors if necessary, and remove all persons and all or any property, by action at law or otherwise, without being liable for prosecution or damages. Landlord may, at Landlord's option, make Alterations and repairs in order to relet the Premises and relet all or any part(s) of the Premises for Tenant's account. Tenant agrees to pay to Landlord on demand any deficiency (taking into account all costs incurred by Landlord) that may arise by reason of such reletting. In the event of reletting without termination of this Lease, Landlord may at any time thereafter elect to terminate this Lease for such previous breach;

(iii) To accelerate the whole or any part of the Rent for the balance of the Term (excluding any Renewal Term that has not been exercised by Tenant), and declare the same, discounted to net present value at the rate of six percent (6%) per annum, to be immediately due and payable; provided, however, to the extent Landlord thereafter re-leases the Premises for all or any portion of the balance of the Term, Landlord shall reimburse Tenant for the net amount of rent collected by Landlord, after deducting all costs and expenses relating to such reletting including, without limitation, improvements to the Premises, brokerage commissions and attorneys' fees, with respect to the balance of the Term within thirty (30) days after the expiration of the Term. If Landlord exercises its right to accelerate Rent, Landlord shall use commercially reasonable efforts to re-lease the Premises and mitigate Landlord's damages; and

(iv) To terminate this Lease and the Term without any right on the part of Tenant to save the forfeiture by payment of any sum due or by other performance of any condition, term or covenant broken.

(c) Any provision to the contrary in this Section 22 notwithstanding, (i) Landlord shall not be required to give Tenant the notice and opportunity to cure provided in Section 22(a) above more than twice in any consecutive 12-month period, and thereafter Landlord may declare an Event of Default without affording Tenant any of the notice and cure rights provided under this Lease, and (ii) Landlord shall not be required to give such notice prior to exercising its rights under Section 22(b) if Tenant fails to comply with the provisions of Sections 13, 20 or 27 or in an emergency.

(d) No waiver by Landlord of any breach by Tenant shall be a waiver of any subsequent breach, nor shall any forbearance by Landlord to seek a remedy for any breach by Tenant be a waiver by Landlord of any rights and remedies with respect to such or any subsequent breach. Efforts by Landlord to mitigate the damages caused by Tenant's default shall not constitute a waiver of Landlord's right to recover damages hereunder. No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy provided herein or by law, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity. No payment by Tenant or receipt or acceptance by Landlord of a lesser amount than the total amount due Landlord under this Lease shall be deemed to be other than on account, nor shall any endorsement or statement on any check or with any payment be deemed an

accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of Rent due, or Landlord's right to pursue any other available remedy.

(e) If either party commences an action against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to have and recover from the other party attorneys' fees, costs of suit, investigation expenses and discovery costs, including costs of appeal.

(f) LANDLORD AND TENANT WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON OR RELATED TO, THE SUBJECT MATTER OF THIS LEASE.

23. Tenant's Authority

Tenant represents and warrants to Landlord that: (a) Tenant is duly formed, validly existing and in good standing under the laws of the state under which Tenant is organized, and qualified to do business in the state in which the Property is located, and (b) the person(s) signing this Lease are duly authorized to execute and deliver this Lease on behalf of Tenant.

24. Liability of Landlord

(a) **Landlord Default.**

(i) It shall be a default and a breach of this Lease by Landlord (a "Landlord Default") if any covenant or obligation required to be performed or observed by it under this Lease is not so performed or observed for a period of thirty (30) days after written notice thereof from Tenant; provided, however, that if the term, condition, covenant or obligation to be performed by Landlord is of such nature that the same cannot reasonably be performed within said thirty (30) day period, such default shall be deemed to have been cured if Landlord commences such performance within said thirty (30) day period and thereafter diligently undertakes to complete the same and does so complete the same within a reasonable period following receipt of Tenant's notice.

(ii) Upon the occurrence of any Landlord Default, Tenant may sue for injunctive relief or to recover damages for any loss resulting from the breach, but Tenant shall not be entitled to terminate this Lease or withhold or abate any rent due hereunder except as specifically provided in this Lease. In addition, Tenant shall have the right, in addition to Tenant's other rights and remedies hereunder, at law and in equity, to cure or attempt to cure a Landlord Default. If Tenant elects to cure such noncompliance by Landlord, all reasonable costs actually incurred by Tenant in curing such noncompliance shall be paid by Landlord within thirty (30) days after written demand therefor with reasonable evidence of such costs.

(b) The word "Landlord" in this Lease includes the Landlord executing this Lease as well as its successors and assigns, each of which shall have the same rights, remedies, powers, authorities and privileges as it would have had it originally signed this Lease as Landlord. Any such person or entity, whether or not named in this Lease, shall have no liability under this Lease after it ceases to hold title to the Premises except for obligations already accrued (and, as to any unapplied portion of Tenant's Security Deposit, Landlord shall be relieved of all liability upon transfer of such portion to its successor in interest). Tenant shall look solely to Landlord's successor in interest for the performance of the covenants and obligations of the Landlord hereunder which subsequently accrue. Except for damages directly caused by Landlord's gross negligence or willful misconduct, Landlord will not be liable to Tenant, its Agents, customers, clients, family members, guests, or trespassers for any damage, compensation, or claim arising from (i) the repairing of any portion of the Building, (ii) any interruption in the use of the Premises or the Property, (iii) accident or damage resulting from the use or operation (by Landlord, Tenant, or any other person or persons whatsoever) of elevators, escalators, or heating, cooling, electrical, or plumbing equipment or apparatus, (iv) the termination of this Lease because of the destruction of the Premises or a taking or sale in lieu thereof by eminent domain, (v) any casualty, robbery, theft, criminal act, or unexplained disappearance, (vi) any leakage in any part of the Premises or the rest of the Building (including areas occupied by other tenants and occupants of the Building), or from water, rain, or snow that may leak into, or flow from, any part of the Premises or the rest of the Building, or from drains, pipes or plumbing work in or about the Building, or (vii) any other cause whatsoever. In no event shall Landlord be liable to Tenant for any loss of business or profits of Tenant or for consequential, punitive or special damages of any kind. Neither Landlord nor any principal of Landlord nor any owner of the Property, whether disclosed or undisclosed, shall have any personal liability with respect to any of the provisions of this Lease or the Premises; Tenant shall look solely to the equity of Landlord in the Property for the satisfaction of any claim by Tenant against Landlord.

25. Miscellaneous

(a) The captions in this Lease are for convenience only, are not a part of this Lease and do not in any way define, limit, describe or amplify the terms of this Lease.

(b) This Lease represents the entire agreement between the parties hereto and there are no collateral or oral agreements or understandings between Landlord and Tenant with respect to the Premises or the Property. No rights, easements or licenses are acquired in the Property or any land adjacent to the Property by Tenant by implication or otherwise except as expressly set forth in this Lease. This Lease shall not be modified in any manner except by an instrument in writing executed by the parties. The masculine (or neuter) pronoun and the singular number shall include the masculine, feminine and neuter genders and the singular and plural number. The word "including" followed by any specific item(s) is deemed to refer to examples rather than to be words of limitation. The word "person" includes a natural person, a partnership, a corporation, a limited liability company, an association and any other form of business association or entity. Both parties having participated fully and equally in the negotiation and preparation of this Lease, this Lease shall not be more strictly construed, nor any ambiguities in this Lease resolved, against either Landlord or Tenant.

(c) Each covenant, agreement, obligation, term, condition or other provision contained in this Lease shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making the same, not dependent on any other provision of this Lease unless otherwise expressly provided. All of the terms and conditions set forth in this Lease shall apply throughout the Term unless otherwise expressly set forth herein.

(d) If any provisions of this Lease shall be declared unenforceable in any respect, such unenforceability shall not affect any other provision of this Lease, and each such provision shall be deemed to be modified, if possible, in such a manner as to render it enforceable and to preserve to the extent possible the intent of the parties as set forth herein. This Lease shall be construed and enforced in accordance with the laws of the state in which the Property is located.

(e) This Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, personal representatives and permitted successors and assigns. All persons liable for the obligations of Tenant under this Lease shall be jointly and severally liable for such obligations.

(f) Tenant shall not record this Lease or any memorandum without Landlord's prior consent.

(g) Except as may be required by law, Tenant shall not disclose the terms of this Lease to any third party, other than to Tenant's consultants or advisors who agree to maintain the confidentiality of such information, without the prior written consent of Landlord.

26. Notices

Any notice, consent or other communication under this Lease shall be in writing and addressed to Landlord or Tenant at their respective addresses specified in Section 1 above (or to such other address as either may designate by notice to the other) with a copy to any Mortgagee or other party designated by Landlord. Each notice or other communication shall be deemed given if sent by prepaid overnight delivery service or by certified mail, return receipt requested, postage prepaid or in any other manner, with delivery in any case evidenced by a receipt, and shall be deemed to have been given on the day of actual delivery to the intended recipient or on the day delivery is refused. The giving of notice by Landlord's or Tenant's attorneys, representatives and agents under this Section shall be deemed to be the acts of Landlord or Tenant, respectively.

27. Security Deposit

At the time of signing this Lease, Tenant shall deposit with Landlord the Security Deposit to be retained by Landlord as cash security for the faithful performance and observance by Tenant of the provisions of this Lease. Tenant shall not be entitled to any interest on the Security Deposit. Landlord shall have the right to commingle the Security Deposit with its other funds. Landlord may use the whole or any part of the Security Deposit for the payment of any amount as to which Tenant is in default or to compensate Landlord for any loss or damage it may suffer by reason of Tenant's default under this Lease. If Landlord uses all or any portion of the Security Deposit as herein provided, within 10 days after demand, Tenant shall pay Landlord cash in an amount equal to that portion of the Security Deposit used by Landlord. If Tenant complies fully and faithfully with all of the provisions of this Lease, the Security Deposit, less any portion thereof used by Landlord, shall be returned to Tenant after the Expiration Date and surrender of the Premises to Landlord.

28. Brokers

Each of Landlord and Tenant hereby represents and warrants to the other that it has dealt with no real estate agents or brokers in connection with the negotiation, execution and delivery of this Lease other than Cushman Wakefield ("Landlord's

Broker") and that no brokerage fees or commissions are payable to any real estate agent or broker in connection with the negotiation, execution and delivery of this Lease other than to Landlord's Broker. Each of Landlord and Tenant shall indemnify, defend, protect and hold the other harmless from and against any and all losses, liabilities, damages, claims, costs and/or expenses (including, without limitation, reasonable attorneys' fees) that the other may incur or suffer, or which may be asserted against the other, in connection with, or in any way relating to, the inaccuracy of any representation or warranty made by it in this Section. Landlord shall pay all fees and commissions due and owing to Landlord's Broker in connection with the negotiation, execution and delivery of this Lease pursuant to a separate written agreement made prior to the date on which this Lease has been fully executed by Landlord and Tenant between Landlord and Landlord's Broker.

29. Anti-Terrorism Laws

During the term, neither Tenant nor its respective constituents or affiliates shall (i) be an "enemy" or an "ally of the enemy" within the meaning of Section 2 of the Trading with the Enemy Act of the United States of America (50 U.S.C. App. §§ 1 et seq.), as amended, (ii) violate the Trading with the Enemy Act, as amended, (iii) violate any of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto or (iv) violate the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Patriot Act"). Tenant shall, promptly following a request from Landlord, provide all documentation and other information that Landlord requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act.

30. Ground Lease

Tenant acknowledges and agrees that Landlord's interest in the Land is that of a ground lessee pursuant to that certain ground lease dated May 24, 1983, as amended and assigned (the "Ground Lease"). In the event of the termination of the Ground Lease, this Lease shall not terminate or be terminable by Tenant. In the event of any action for the foreclosure of the Landlord's mortgage, the sublease shall not terminate or be terminable by Tenant by reason of the termination of the Ground Lease unless Tenant is specifically named and joined in any such action and unless a judgment is obtained therein against Tenant. In the event that the Ground Lease is terminated as aforesaid, Tenant shall attorn to the lessor under the Ground Lease or to the purchaser at the sale of the property subject to the Ground Lease upon such foreclosure, as the case may be.

Landlord and Tenant have executed this Lease on the respective date(s) set forth below.

Landlord:

CCP PROPERTY OWNER NASHVILLE I, LLC,
a Delaware limited liability company

By: CCP Mezzanine Nashville I, LLC
a Delaware limited liability company, its Manager

By: CCP Nashville I, LLC
a Virginia limited liability company, its Manager

By: CCP Manager Nashville I, LLC
a Virginia limited liability company, its Manager

By: Continental Capital Partners, LLC
a Virginia limited liability company, its Manager

By: _____
Name: Jeremy R. McLendon
Its: Manager

Date signed: 7/16/2020

Tenant:

HEART AND SOUL HOSPICE, LLC,
a Tennessee limited liability company

By: Andre Lee
Name: ANDRE LEE
Title: CEO

Date signed: July 15, 2020

Rider 1 to Lease Agreement

(Multi-Tenant Office)

ADDITIONAL DEFINITIONS

"ADA" means the Americans With Disabilities Act of 1990 (42 U.S.C. § 1201 et seq.), as amended and supplemented from time to time.

"Affiliate" means (i) any entity controlling, controlled by, or under common control of, Tenant, (ii) any successor to Tenant by merger, consolidation or reorganization, and (iii) any purchaser of all or substantially all of the assets of Tenant as a going concern.

"Agents" of a party means such party's employees, agents, representatives, contractors, licensees or invitees.

"Alteration" means any addition, alteration or improvement to the Premises or Property, as the case may be.

"Building Rules" means the rules and regulations attached to this Lease as Exhibit B as they may be amended from time to time.

"Building Systems" means any electrical, mechanical, structural, plumbing, heating, ventilating, air conditioning, sprinkler, life safety, security or other systems serving the Building.

"Common Areas" means all areas and facilities as provided by Landlord from time to time for the use or enjoyment of all tenants in the Building or Property, including, if applicable, lobbies, hallways, restrooms, elevators, driveways, sidewalks, parking, loading and landscaped areas.

"Environmental Laws" means all present or future federal, state or local laws, ordinances, rules or regulations (including the rules and regulations of the federal Environmental Protection Agency and comparable state agency) relating to the protection of human health or the environment.

"Event of Default" means a default described in Section 22(a) of this Lease.

"Hazardous Materials" means pollutants, contaminants, toxic or hazardous wastes or other materials the removal of which is required or the use of which is regulated, restricted, or prohibited by any Environmental Law.

"Interest Rate" means interest at the lesser of (i) the rate of 1 ½% per month or (ii) the maximum rate permitted by Laws.

"Land" means the lot or plot of land on which the Building is situated or the portion thereof allocated by Landlord to the Building.

"Laws" means all laws, ordinances, rules, orders, regulations, guidelines and other requirements of federal, state or local governmental authorities or of any private association or contained in any restrictive covenants or other declarations or agreements, now or subsequently pertaining to the Property or the use and occupation of the Property.

"Lease Year" means the period from the Commencement Date through the succeeding 12 full calendar months (including for the first Lease Year any partial month from the Commencement Date until the first day of the first full calendar month) and each successive 12-month period thereafter during the Term.

"Maintain" means to provide such maintenance, repair and, to the extent necessary and appropriate, replacement, as may be needed to keep the subject property in good condition and repair and, at Landlord's election, in compliance with any current or future accreditation of the Building for any so-called "green initiatives".

"Monthly Rent" means the monthly installment of Minimum Annual Rent plus the monthly installment of estimated Annual Operating Expenses payable by Tenant under this Lease.

"Mortgage" means any mortgage, deed of trust or other lien or encumbrance on Landlord's interest in the Property or any portion thereof, including without limitation any ground or master lease if Landlord's interest is or becomes a leasehold estate.

"Mortgagee" means the holder of any Mortgage, including any ground or master lessor if Landlord's interest is or becomes a leasehold estate.

"Normal Business Hours" means 8:00 a.m. to 6:00 p.m., Monday through Friday, legal holidays excepted.

"Operating Expenses" means all costs, fees, charges and expenses incurred or charged by Landlord in connection with the ownership, operation, maintenance and repair of, and services provided to, the Property, including, but not limited to, (i) the charges at standard retail rates for any services provided by Landlord pursuant to Section 7 of this Lease, (ii) the cost of insurance carried by Landlord allocable to the Building together with the cost of any deductible paid by Landlord in connection with an insured loss which is allocable to the Building, (iii) Landlord's cost to Maintain the Property, (iv) the cost of trash collection (including any recycling programs initiated at the Building, (v) to the extent not otherwise payable by Tenant pursuant to Section 5 of this Lease, all levies, taxes (including real estate taxes, sales taxes and gross receipt taxes), assessments, association dues, liens, license and permit fees, together with the reasonable cost of contesting any of the foregoing, which are applicable to the Term, and which are imposed by any authority or under any Law, or pursuant to any recorded covenants or agreements, upon or with respect to the Property, or any improvements thereto, or directly upon this Lease or the Rent or upon amounts payable by any subtenants or other occupants of the Premises, or against Landlord because of Landlord's estate or interest in the Property, (vi) the annual amortization (over their estimated economic useful life or payback period, whichever is shorter) of the costs (including reasonable financing charges) of capital improvements or replacements (a) required by any Laws, (b) made for the purpose of reducing Operating Expenses, or (c) made for the purpose of directly enhancing the safety of tenants in the Building, (vii) a management and administrative fee, and (viii) building security services. The foregoing notwithstanding, Operating Expenses will not include: (i) depreciation on the Building, (ii) financing and refinancing costs (except as provided above), interest on debt or amortization payments on any mortgage, or rental under any ground or underlying lease, (iii) leasing commissions, advertising expenses, tenant improvements or other costs directly related to the leasing of the Property, or (iv) income, excess profits or corporate capital stock tax imposed or assessed upon Landlord, unless such tax or any similar tax is levied or assessed in lieu of all or any part of any taxes includable in Operating Expenses above. If Landlord elects to prepay real estate taxes during any discount period, Landlord shall be entitled to the benefit of any such prepayment. Landlord shall have the right to directly perform (by itself or through an affiliate) any services provided under this Lease provided that the Landlord's charges included in Operating Expenses for any such services shall not exceed competitive market rates for comparable services.

"Property" means the Land, the Building, the Common Areas, and all appurtenances to them.

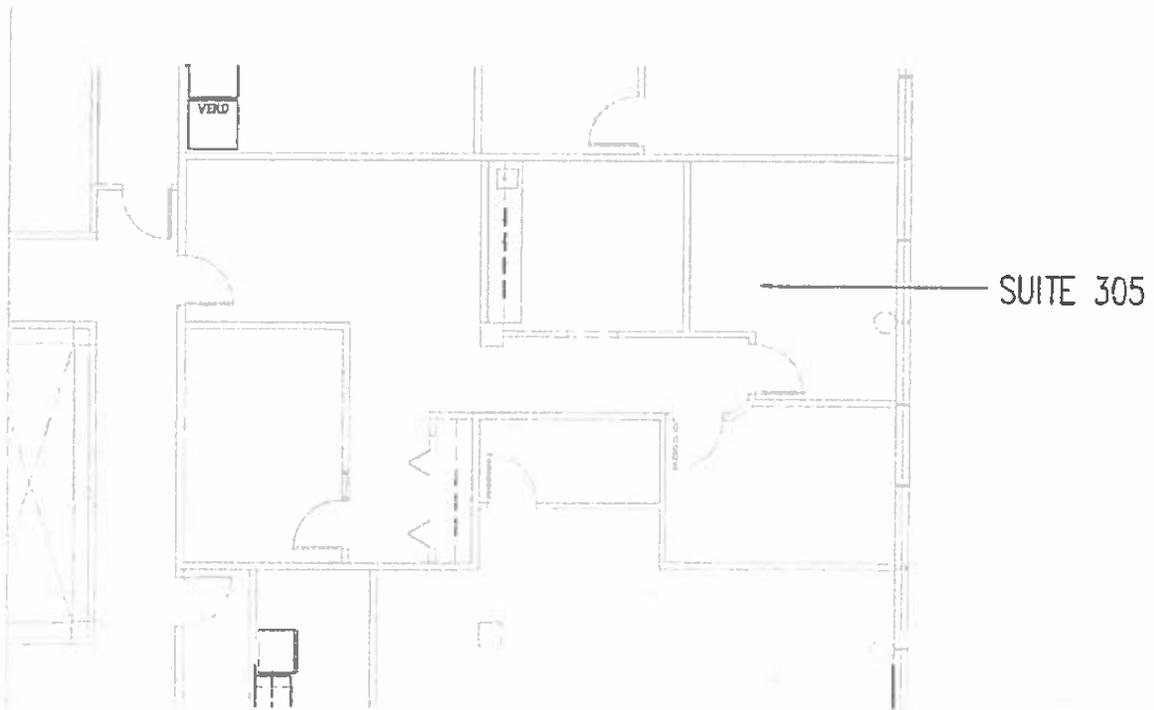
"Rent" means the Minimum Annual Rent, Annual Operating Expenses and any other amounts payable by Tenant to Landlord under this Lease.

"Taken" or "Taking" means acquisition by a public authority having the power of eminent domain by condemnation or conveyance in lieu of condemnation.

"Tenant's Share" means the percentage obtained by dividing the rentable square feet of the Premises by the rentable square feet of the Building, as set forth in Section 1 of this Lease, subject to adjustment in the event of a remeasurement of the area of the Building.

"Transfer" means (i) any assignment, transfer, pledge or other encumbrance of all or a portion of Tenant's interest in this Lease, (ii) any sublease, license or concession of all or a portion of Tenant's interest in the Premises, or (iii) any transfer of a direct or indirect controlling interest in Tenant.

EXHIBIT A
PLAN SHOWING PREMISES



11. Tenant shall have the right, at Tenant's sole risk and responsibility, to use only Tenant's Share of the parking spaces at the Property as reasonably determined by Landlord. Tenant shall comply with all parking regulations promulgated by Landlord from time to time for the orderly use of the vehicle parking areas, including without limitation the following: Parking shall be limited to automobiles, passenger or equivalent vans, motorcycles, light four wheel pickup trucks and (in designated areas) bicycles. No vehicles shall be left in the parking lot overnight without Landlord's prior written approval. Parked vehicles shall not be used for vending or any other business or other activity while parked in the parking areas. Vehicles shall be parked only in striped parking spaces, except for loading and unloading, which shall occur solely in zones marked for such purpose, and be so conducted as to not unreasonably interfere with traffic flow within the Property or with loading and unloading areas of other tenants. Employee and tenant vehicles shall not be parked in spaces marked for visitor parking or other specific use. All vehicles entering or parking in the parking areas shall do so at owner's sole risk and Landlord assumes no responsibility for any damage, destruction, vandalism or theft. Tenant shall cooperate with Landlord in any measures implemented by Landlord to control abuse of the parking areas, including without limitation access control programs, tenant and guest vehicle identification programs, and validated parking programs, provided that no such validated parking program shall result in Tenant being charged for spaces to which it has a right to free use under its Lease. Each vehicle owner shall promptly respond to any sounding vehicle alarm or horn, and failure to do so may result in temporary or permanent exclusion of such vehicle from the parking areas. Any vehicle which violates the parking regulations may be cited, towed at the expense of the owner, temporarily or permanently excluded from the parking areas, or subject to other lawful consequence. Bicycles are not permitted in the Building. In addition to all other remedies under this Lease, Landlord may charge Tenant \$50.00 for each violation of this subsection 11.

12. Tenant and its Agents shall not smoke in the Building or within 20 feet of the Building entrances and exits. In addition to all other remedies under this Lease, Landlord may charge Tenant \$50.00 for each violation of this subsection 12.

13. Tenant shall provide Landlord with a written identification of any vendors engaged by Tenant to perform services for Tenant at the Premises (examples: security guards/monitors, telecommunications installers/maintenance), and all vendors shall be subject to Landlord's reasonable approval. No mechanics shall be allowed to work on the Building or Building Systems other than those engaged by Landlord. Tenant shall permit Landlord's employees and contractors and no one else to clean the Premises unless Landlord consents in writing. Tenant assumes all responsibility for protecting its Premises from theft and vandalism and Tenant shall see each day before leaving the Premises that all lights are turned out and that the windows and the doors are closed and securely locked.

14. Tenant shall comply with any move-in/move-out rules provided by Landlord and with any rules provided by Landlord governing access to the Building outside of Normal Business Hours. Throughout the Term, no furniture, packages, equipment, supplies or merchandise of Tenant will be received in the Building, or carried up or down in the elevators or stairways, except during such hours as shall be designated by Landlord, and Landlord in all cases shall also have the exclusive right to prescribe the method and manner in which the same shall be brought in or taken out of the Building.

15. Tenant shall not place oversized cartons, crates or boxes in any area for trash pickup without Landlord's prior approval. Landlord shall be responsible for trash pickup of normal office refuse placed in ordinary office trash receptacles only. Excessive amounts of trash or other out-of-the-ordinary refuse loads will be removed by Landlord upon request at Tenant's expense.

16. Tenant shall cause all of Tenant's Agents to comply with these Building Rules.

17. Landlord reserves the right to rescind, suspend or modify any rules or regulations and to make such other rules and regulations as, in Landlord's reasonable judgment, may from time to time be needed for the safety, care, maintenance, operation and cleanliness of the Property. Notice of any action by Landlord referred to in this section, given to Tenant, shall have the same force and effect as if originally made a part of the foregoing Lease. New rules or regulations will not, however, be unreasonably inconsistent with the proper and rightful enjoyment of the Premises by Tenant under the Lease.

18. These Building Rules are not intended to give Tenant any rights or claims in the event that Landlord does not enforce any of them against any other tenants or if Landlord does not have the right to enforce them against any other tenants and such nonenforcement will not constitute a waiver as to Tenant.

19. All requests for heating and air conditioning services outside of Normal Business Hours shall be submitted in writing to Landlord's property manager by noon on the day desired for weekday services, by noon Friday for weekend services, and by noon the preceding day for holiday services.

EXHIBIT C

TENANT ESTOPPEL CERTIFICATE

Please refer to the documents described in Schedule 1 hereto, (the "Lease Documents") including the "Lease" therein described; all defined terms in this Certificate shall have the same meanings as set forth in the Lease unless otherwise expressly set forth herein. The undersigned Tenant hereby certifies that it is the tenant under the Lease. Tenant hereby further acknowledges that it has been advised that the Lease may be collaterally assigned in connection with a proposed financing secured by the Property and/or may be assigned in connection with a sale of the Property and certifies both to Landlord and to any and all prospective mortgagees and purchasers of the Property, including any trustee on behalf of any holders of notes or other similar instruments, any holders from time to time of such notes or other instruments, and their respective successors and assigns (the "Beneficiaries") that as of the date hereof:

1. The information set forth in attached Schedule 1 is true and correct.
2. Tenant is in occupancy of the Premises and the Lease is in full force and effect, and, except by such writings as are identified on Schedule 1, has not been modified, assigned, supplemented or amended since its original execution, nor are there any other agreements between Landlord and Tenant concerning the Premises, whether oral or written.
3. All conditions and agreements under the Lease to be satisfied or performed by Landlord have been satisfied and performed.
4. Tenant is not in default under the Lease Documents, Tenant has not received any notice of default under the Lease Documents, and, to Tenant's knowledge, there are no events which have occurred that, with the giving of notice and/or the passage of time, would result in a default by Tenant under the Lease Documents.
5. Tenant has not paid any Rent due under the Lease more than 30 days in advance of the date due under the Lease and Tenant has no rights of setoff, counterclaim, concession or other rights of diminution of any Rent due and payable under the Lease except as set forth in Schedule 1.
6. To Tenant's knowledge, there are no uncured defaults on the part of Landlord under the Lease Documents, Tenant has not sent any notice of default under the Lease Documents to Landlord, and there are no events which have occurred that, with the giving of notice and/or the passage of time, would result in a default by Landlord thereunder, and that at the present time Tenant has no claim against Landlord under the Lease Documents.
7. Except as expressly set forth in Part G of Schedule 1, there are no provisions for any, and Tenant has no, options with respect to the Premises or all or any portion of the Property.
8. No action, voluntary or involuntary, is pending against Tenant under federal or state bankruptcy or insolvency law.
9. The undersigned has the authority to execute and deliver this Certificate on behalf of Tenant and acknowledges that all Beneficiaries will rely upon this Certificate in purchasing the Property or extending credit to Landlord or its successors in interest.
10. This Certificate shall be binding upon the successors, assigns and representatives of Tenant and any party claiming through or under Tenant and shall inure to the benefit of all Beneficiaries.

IN WITNESS WHEREOF, Tenant has executed this Certificate this 15 day of July, 2020

HEART AND SOUL Hospice, LLC
Name of Tenant

By: Audi Bell
Title: CEO

SCHEDULE 1 TO TENANT ESTOPPEL CERTIFICATELease Documents, Lease Terms and Current Status

- A. Date of Lease:
- B. Parties:
 - 1. Landlord:
 - 2. Tenant:
- C. Premises:
- D. Modifications, Assignments, Supplements or Amendments to Lease:
- E. Commencement Date:
- F. Expiration of Current Term:
- G. Option Rights:
- H. Security Deposit Paid to Landlord: \$
- I. Current Minimum Annual Rent: \$
- J. Current Annual Operating Expenses: \$
- K. Current Total Rent: \$
- L. Square Feet Demised:

EXHIBIT D
CLEANING SCHEDULE

DAILY

1. Empty all waste baskets and receptacles. Replace soiled liners and transport to dumpster area for removal. Adhere to recycling program. Any spillage is to be cleaned immediately.
2. Empty and damp wipe all ashtrays where applicable.
3. Dust all uncluttered horizontal surfaces on the following: Desks, Credenzas, Bookcases, Chairs, File and Storage cabinets, Tables, Pictures and Frames (as needed), Counters, Ledges, Shelves, and Telephones.
4. Vacuum all carpeted traffic areas and remove minor carpet stains.
5. Sweep all resilient tile floor coverings with chemically treated dry mop.
6. Damp mop all resilient tile floor surfaces as required to remove spillage.
7. Clean, disinfect and polish all drinking fountains.
8. Remove all fingerprints, severe or light scuff marks, water marks or stains on floors, doors, walls, and ceilings.
9. Service/clean all restrooms.

WEEKLY

1. Dust high partition ledges and moldings.
2. Detail vacuum all carpeted areas.
3. Spot clean doors and outlet switch plates.
4. Stiff brush or vacuum furniture (to remove lint and dirt).
5. Dust windowsills.

MONTHLY

1. Dust ceiling vents and grates as required.
2. Spray buff tile floors.
3. Dust window blinds.

SEMI-ANNUALLY

1. Clean light fixtures.

ANNUALLY

1. Strip and refinish tile floors.
2. Clean exterior window glass.
3. Clean interior window glass

SECOND AMENDMENT TO DEED OF LEASE

THIS SECOND AMENDMENT TO DEED OF LEASE (this "Amendment") is made as of October __, 2022 (the "Effective Date"), by and between CCP PROPERTY OWNER NASHVILLE I, LLC, a Delaware limited liability company ("Landlord"), and HEART AND SOUL HOSPICE, LLC, a Tennessee limited liability company ("Tenant").

WITNESSETH:

Recitals

Landlord and Tenant are parties to that certain Deed of Lease dated July 16, 2020, as amended by First Amendment to Deed of Lease dated September 3, 2020 (collectively, the "Lease"), for space designated as Suite 305, comprising nine hundred sixty-six (966) rentable square feet (the "Premises"), in the BNA Corporate Center – Building 100, located at 402 BNA Drive, Nashville, Tennessee.

The term of the Lease (the "Term") is scheduled to expire on October 31, 2022. The parties now desire to amend the Lease to extend the Term and as otherwise provided herein.

Amendment

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Defined Terms. Unless otherwise indicated herein, all capitalized terms used herein shall have the meanings set forth in the Lease.

2. Extension of Term. The Term is hereby extended for a period of twelve (12) full calendar months, commencing on November 1, 2022 and expiring on October 31, 2023 (the "Extension Term"). Accordingly, the Expiration Date under the Lease shall be October 31, 2023. All references in the Lease to "term" or "Term" shall include the Extension Term. Tenant acknowledges and agrees that it has no further rights or options to extend the term of the Lease or expand the Premises.

3. Minimum Annual Rent. During the Extension Term, Tenant shall pay Minimum Annual Rent for the Premises pursuant to the terms of the Lease in the amounts set forth in the table below.

Extension Term	Monthly Installments	Annualized
11/1/2022 - 10/31/2023	\$1,932.00	\$23,184.00

This rent schedule does not include any operating expense pass-through adjustments, which shall be computed and collected in accordance with the Lease.

4. Condition of Premises. Tenant acknowledges and agrees that Landlord shall have no obligation to make or pay for any improvements to the Premises in connection with this Amendment and Tenant accepts the Premises in their "AS IS" condition..

5. Brokers. Landlord and Tenant each represents and warrants to the other that it has not employed or worked with any broker, agent, or finder in connection with this Amendment other than Buck Blair with Cushman & Wakefield, which represents Landlord ("Landlord's Broker"). Landlord shall pay the fees and/or commissions to Landlord's Broker pursuant to the terms of a separate agreement. Landlord and Tenant each agrees to indemnify, defend and hold harmless the other and their directors, officers and employees from and against all threatened or asserted claims, liabilities, costs and damages (including reasonable attorneys' fees and disbursements) which may occur as a result of a breach of this representation and warranty.

6. Confidentiality. Except as may be required by law, Tenant shall not disclose the terms of this Amendment to any third party, other than to Tenant's consultants or advisors who agree to maintain the confidentiality of such information, without the prior written consent of Landlord.

7. Tenant's Representations. Tenant hereby represents and warrants to Landlord that, as of the Effective Date (a) the Lease, as amended hereby, is in full force and effect and Tenant is in possession of the Premises; (b) to Tenant's actual knowledge, each of Landlord and Tenant has fully performed all of its respective obligations under the Lease; and (c) to Tenant's actual knowledge, there are no events of default by Landlord or Tenant under the Lease, as amended hereby, and no existing condition, circumstance or matter exists which with notice or the passage of time or both will become a default by Landlord or Tenant under the Lease, as amended hereby.

8. Miscellaneous. Except as expressly modified herein, the terms and conditions of the Lease are hereby ratified and confirmed and shall remain unchanged and in full force and effect. This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument. This Amendment may be executed by .pdf file (or similar copy) sent by e-mail, and such transmission shall be valid and binding to the same extent as if it were an original. All references to the "Lease" contained in the Lease or in this Amendment shall hereafter be deemed to refer to the Lease, as amended by this Amendment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the day and year first above written.

LANDLORD:

CCP PROPERTY OWNER NASHVILLE I, LLC,
a Delaware limited liability company

By: CCP Mezzanine Nashville I, LLC
a Delaware limited liability company, its Manager

By: CCP Nashville I, LLC
a Virginia limited liability company, its Manager

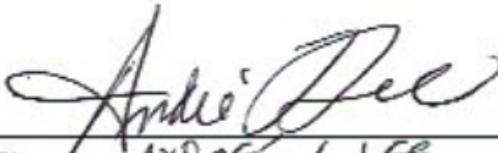
By: CCP Manager Nashville I, LLC
a Virginia limited liability company, its
Manager

By: Continental Capital Partners, LLC, a
Virginia limited liability company,
its Manager

By: _____
Name: Jeremy R. McLendon
Its: Manager

TENANT:

HEART AND SOUL HOSPICE, LLC,
a Tennessee limited liability company

By: 
Name: ANDRE L. LEE
Title: ADMINISTRATOR

SECOND AMENDMENT TO DEED OF LEASE

THIS SECOND AMENDMENT TO DEED OF LEASE (this "Amendment") is made as of October __, 2022 (the "Effective Date"), by and between CCP PROPERTY OWNER NASHVILLE I, LLC, a Delaware limited liability company ("Landlord"), and HEART AND SOUL HOSPICE, LLC, a Tennessee limited liability company ("Tenant").

WITNESSETH:

Recitals

Landlord and Tenant are parties to that certain Deed of Lease dated July 16, 2020, as amended by First Amendment to Deed of Lease dated September 3, 2020 (collectively, the "Lease"), for space designated as Suite 305, comprising nine hundred sixty-six (966) rentable square feet (the "Premises"), in the BNA Corporate Center – Building 100, located at 402 BNA Drive, Nashville, Tennessee.

The term of the Lease (the "Term") is scheduled to expire on October 31, 2022. The parties now desire to amend the Lease to extend the Term and as otherwise provided herein.

Amendment

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Defined Terms. Unless otherwise indicated herein, all capitalized terms used herein shall have the meanings set forth in the Lease.
2. Extension of Term. The Term is hereby extended for a period of twelve (12) full calendar months, commencing on November 1, 2022 and expiring on October 31, 2023 (the "Extension Term"). Accordingly, the Expiration Date under the Lease shall be October 31, 2023. All references in the Lease to "term" or "Term" shall include the Extension Term. Tenant acknowledges and agrees that it has no further rights or options to extend the term of the Lease or expand the Premises.
3. Minimum Annual Rent. During the Extension Term, Tenant shall pay Minimum Annual Rent for the Premises pursuant to the terms of the Lease in the amounts set forth in the table below.

Extension Term	Monthly Installments	Annualized
11/1/2022 – 10/31/2023	\$1,932.00	\$23,184.00

This rent schedule does not include any operating expense pass-through adjustments, which shall be computed and collected in accordance with the Lease.

THIRD AMENDMENT TO DEED OF LEASE

THIS THIRD AMENDMENT TO DEED OF LEASE (this "Amendment") is made as of this 8 day of NOV, 2023, by and between CCP PROPERTY OWNER NASHVILLE I. LLC, a Delaware limited liability company ("Landlord"), and HEART AND SOUL HOSPICE LLC, a Tennessee limited liability company ("Tenant").

WITNESSETH:

Recitals

Landlord and Tenant (named as Heart and Soul Hospice, LLC) are parties to that certain Deed of Lease dated July 16, 2020, as amended by that certain First Amendment to Deed of Lease dated September 3, 2020 and that certain Second Amendment to Deed of Lease dated October 24th, 2022 (collectively, the "Lease"), for space designated as Suite 305, comprising nine hundred sixty-six (966) rentable square feet (the "Existing Premises"), in the BNA Corporate Center, Building 100, located at 402 BNA Drive, Nashville, Tennessee.

The term of the Lease (the "Term") expired October 31, 2023. Landlord and Tenant have agreed that Tenant shall relocate from the Existing Premises to space on the first floor of the building known as Century City Plaza I, located at 51 Century Boulevard, Nashville, Tennessee 37214 (the "CCP I Building"), designated as Suite 110 and consisting of approximately three thousand nine hundred ninety-seven (3,997) rentable square feet (the "Relocation Premises"), and more particularly shown on Exhibit A attached hereto and made a part hereof. The parties now desire to amend the Lease to provide for Tenant's relocation from the Existing Premises to the Relocation Premises, to extend the Term, and to otherwise amend the Lease as set forth herein.

Amendment

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Defined Terms. Unless otherwise indicated herein, all capitalized terms used herein shall have the meanings set forth in the Lease.

2. Extension of Term. Notwithstanding the expiration of the Lease, the Lease is hereby reinstated and the Term is hereby extended for a period beginning on November 1, 2023 and ending on the last day of the thirty-sixth (36th) full calendar month after the Relocation Effective Date, as defined below (the "Second Extension Term"). The "Relocation Effective Date" shall mean the earlier to occur of (i) Tenant's occupancy of the Relocation Premises or (ii) substantial completion of the Landlord Work (as hereinafter defined), which is estimated to be December 1, 2023 (the "Relocation Effective Date"). All references in the Lease to "term" or "Term" shall include the Second Extension Term. Tenant acknowledges and agrees that except as set forth in this Amendment, it has no further rights or options to extend the term of the Lease or expand the Existing Premises or the Relocation Premises.

3. Relocation.

(a) Effective as of the Relocation Effective Date, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Relocation Premises on the terms and conditions set forth in the Lease, as amended by this Amendment. The relocation to the Relocation Premises is at Tenant's cost and expense, subject to the terms and conditions of this Amendment. Tenant, at its sole cost and expense, shall be responsible for the installation, maintenance and repair of all furniture, telephone and data communication systems (collectively, "Tenant's Equipment") required by Tenant in the Relocation Premises, and Tenant shall coordinate all work related to the installation of such Tenant's Equipment with the property manager for the CCP I Building. Promptly following the Relocation Effective Date, Landlord and Tenant shall enter into a Commencement Agreement in substantially the same form as attached hereto as Exhibit B; however, the failure of the parties to execute such Commencement Agreement shall not defer the Relocation Effective Date (as determined by Landlord) or otherwise invalidate or modify the terms of this Amendment.

(b) Tenant's right to possess and occupy the Existing Premises shall terminate as of the Relocation Effective Date; however, provided that Tenant maintains its insurance with respect to the Existing Premises as required under the Lease, Tenant shall have up to fourteen (14) days after the Relocation Effective Date to vacate the Existing Premises and surrender possession thereof to Landlord. Upon termination of the Lease with respect to the Existing Premises and Tenant's surrender thereof, Tenant shall remove all property of Tenant from the Existing Premises within such fourteen (14)-day period and leave the Existing Premises in the condition specified in the Lease for surrender of the "Premises" upon expiration or termination of the Lease. Effective as of the Relocation Effective Date, the term "Premises" in the Lease, as amended hereby, shall refer to the Relocation Premises only, and the term "Building" shall mean the CCP I Building, and other property-specific defined terms in the Lease shall be adjusted accordingly to reflect Tenant's relocation to the CCP I Building.

4. Rent.

(a) Prior to the Relocation Effective Date, Tenant shall pay Minimum Annual Rent for the Existing Premises in advance on the first day of each calendar month and otherwise in accordance with the Lease in the amount set forth below:

Period	Monthly	Annualized
11/1/2023 – Relocation Effective Date	\$1,932.00	\$23,184.00*

* This amount is annualized although the period to which it applies may be more or less than twelve (12) months.

(b) During the Second Extension Term, Tenant shall pay Minimum Annual Rent for the Relocation Premises in advance, on the first day of each calendar month and otherwise in accordance with the Lease in the amounts set forth below:

Second Extension Term	Monthly	Annualized
Months 1 – 12	\$7,660.92*	\$91,931.04
Months 13 – 24	\$7,890.75	\$94,689.00
Months 25 – 36	\$8,127.47	\$97,529.64

* If the Relocation Effective Date does not occur on the first (1st) day of a calendar month, the first (1st) year of the Second Extension Term shall include any partial month in which the Relocation Effective Date occurs and shall continue for a period of thirty-six (36) full calendar months thereafter. For any such partial month from the Relocation Effective Date until the first day of the next full calendar month, a prorated monthly installment of Minimum Annual Rent for such period based on the number of days in such partial month and the amount of the monthly installment specified in the chart above.

(c) The Minimum Annual Rent schedules in subsections 4(a) and 4(b) above do not include any additional Rent or any Operating Expenses or pass-through adjustments, which shall be computed and collected in accordance with the Lease.

5. Tenant's Proportionate Share: Base Year.

(a) Effective as of the Relocation Effective Date, Tenant's Share shall be seven and eight-hundredths percent (7.08%), which is the percentage obtained by dividing the three thousand nine hundred ninety-seven (3,997) rentable square feet of the Relocation Premises by the fifty-six thousand four hundred seventy (56,470) rentable square feet of the CCP I Building, subject to adjustment in the event of a remeasurement of the area of the CCP I Building.

(b) Effective as of the Relocation Effective Date, the Base Year for purposes of Operating Expenses shall be the twelve (12)-month period commencing on January 1, 2024 and ending on December 31, 2024.

6. Condition of Premises.

(a) Landlord shall (i) repaint the interior walls of the Relocation Premises using Building-standard colors and materials, (ii) professionally clean the carpets in the Relocation Premises and (iii) install new combination locks on the front doors to the Relocation Premises (the "Landlord Work"), up to a maximum of Ten Thousand Five Hundred Dollars (\$10,500.00) (the "Cost Cap"). Tenant shall be responsible for the payment of all costs of the Landlord Work in excess of the Cost Cap. Tenant shall pay the estimated costs and expenses that exceed the Cost Cap within ten (10) days after notice from Landlord that the cost of the Landlord Work will exceed the Cost Cap and prior to commencement of the Landlord Work. Tenant shall be permitted to choose the color of the paint from a selection of pre-approved, Building-standard colors to be provided by Landlord. If Tenant fails to choose such color prior to the time that Landlord, its agents or contractors are prepared to begin such improvements to the Relocation Premises, then Landlord shall be permitted to choose the color on Tenant's behalf. In addition, if Landlord determines that any of Tenant's paint color selections are not (or will not be) readily available for incorporation into the Relocation Premises at the time that Landlord, its agents or contractors are prepared to begin such improvements to

the Relocation Premises due to supply chain shortages or otherwise, Tenant shall make an alternative selection within three (3) business days after notice from Landlord. If Tenant fails to make such alternative selection when required, Landlord shall be permitted to make such alternative selection on Tenant's behalf.

(b) The parties hereto acknowledge and agree that, other than the Landlord Work, Landlord shall have no further obligation to make or pay for any improvements to the Relocation Premises in connection with this Amendment. Tenant accepts the Relocation Premises in its "AS-IS" condition, subject to completion of the Landlord Work pursuant to this Amendment.

7. Renewal Option.

(a) Provided that there then exists no event of default by Tenant under the Lease nor any event that with the giving of notice and/or the passage of time would constitute a default, and that Tenant is the sole occupant of the Relocation Premises, Tenant shall have the option to renew the Lease for one (1) additional term of three (3) years (the "Renewal Term"). The Renewal Term shall be subject to all of the terms and conditions of the Lease except (i) the Minimum Annual Rent payable during the first year of the Renewal Term shall be equal to the greater of the Minimum Annual Rent payable during the immediately preceding year or ninety-five percent (95%) of the Fair Market Rent (as such term is hereinafter defined), (ii) annual escalations during the Renewal Term shall be established as part of the Fair Market Rent determination, (iii) Landlord shall have no obligations with respect to improvements to the Relocation Premises with respect to the Renewal Term and (iv) Tenant shall have no further option to extend the Term. If Tenant chooses to exercise such option, it shall give written notice to Landlord of its exercise of the option at least nine (9) months prior to the expiration of the then-current Term.

(b) For purposes of this Amendment, "Fair Market Rent" shall mean the base rent, for comparable space, net of all free or reduced rent periods, work letters, cash allowances, fit-out periods and other tenant inducement concessions however denominated, as mutually agreed by Landlord and Tenant after Landlord's receipt of Tenant's notice of intent to renew. Landlord shall notify Tenant of the applicable Fair Market Rent as determined by Landlord within fifteen (15) days after receipt of Tenant's notice of intent to renew. In determining the Fair Market Rent, Landlord shall take into account applicable measurement and the loss factors, applicable lengths of lease term, differences in size of the space demised, the location of the CCP I Building and comparable buildings, amenities in the CCP I Building and comparable buildings, the ages of the CCP I Building and comparable buildings, differences in operating expenses and tax escalations, the creditworthiness of Tenant and other factors normally taken into account in determining Fair Market Rent. The Fair Market Rent shall reflect the level of improvement to be made by Landlord to the Relocation Premises and the services provided under the Lease.

(c) It shall be a condition of the Renewal Term that (i) Landlord and Tenant shall have mutually agreed on the Minimum Annual Rent for such Renewal Term within sixty (60) days after Landlord's initial determination of Fair Market Rent and (ii) Landlord and

Tenant shall have executed, within ninety (90) days after Tenant's notice of intent to renew, an appropriate amendment to the Lease, in form and content satisfactory to each of them, memorializing the extension of the term hereof for the Renewal Term.

8. Brokers. Landlord and Tenant each represents and warrants to the other that it has not employed or worked with any broker, agent, or finder in connection with this Amendment other than Buck Blair with Cushman & Wakefield, which represents Landlord ("Landlord's Broker"). Landlord shall pay the fees and/or commissions to Landlord's Broker pursuant to the terms of a separate agreement. Landlord and Tenant each agrees to indemnify, defend and hold harmless the other and their directors, officers and employees from and against all threatened or asserted claims, liabilities, costs and damages (including reasonable attorneys' fees and disbursements) which may occur as a result of a breach of this representation and warranty,

9. Ratification; Counterparts. Except as expressly modified herein, the terms and conditions of the Lease are hereby ratified and confirmed and shall remain unchanged and in full force and effect. This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument, and facsimile or .pdf signatures shall be deemed to be original signatures and of the same force and effect.

10. Confidentiality. Except as may be required by law, Tenant shall not disclose the terms of this Amendment to any third party, other than to Tenant's consultants, brokers, employees, agents, lawyers, accountants, and other professionals employed or retained directly by either or both of the parties to negotiate or work on this Amendment who have a legitimate need to know such information and who shall agree to maintain the confidentiality of such information, without the express written consent of Landlord.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the day and year first above written.

LANDLORD:

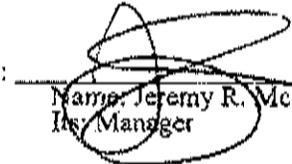
CCP PROPERTY OWNER NASHVILLE I, LLC,
a Delaware limited liability company

By: CCP Mezzanine Nashville I, LLC
a Delaware limited liability company, its Manager

By: CCP Nashville I, LLC
a Virginia limited liability company, its Manager

By: CCP Manager Nashville I, LLC
a Virginia limited liability company, its
Manager

By: Continental Capital Partners, LLC, a
Virginia limited liability company,
its Manager

By: 
Name: Jeremy R. McLendon
Its: Manager

TENANT:

HEART AND SOUL HOSPICE LLC,
a Tennessee limited liability company

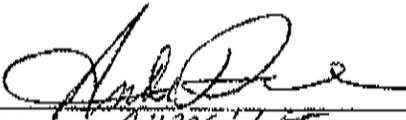
By:  11/7/23
Name: AUBREY LEE
Title: Co Owner

EXHIBIT A
Relocation Premises

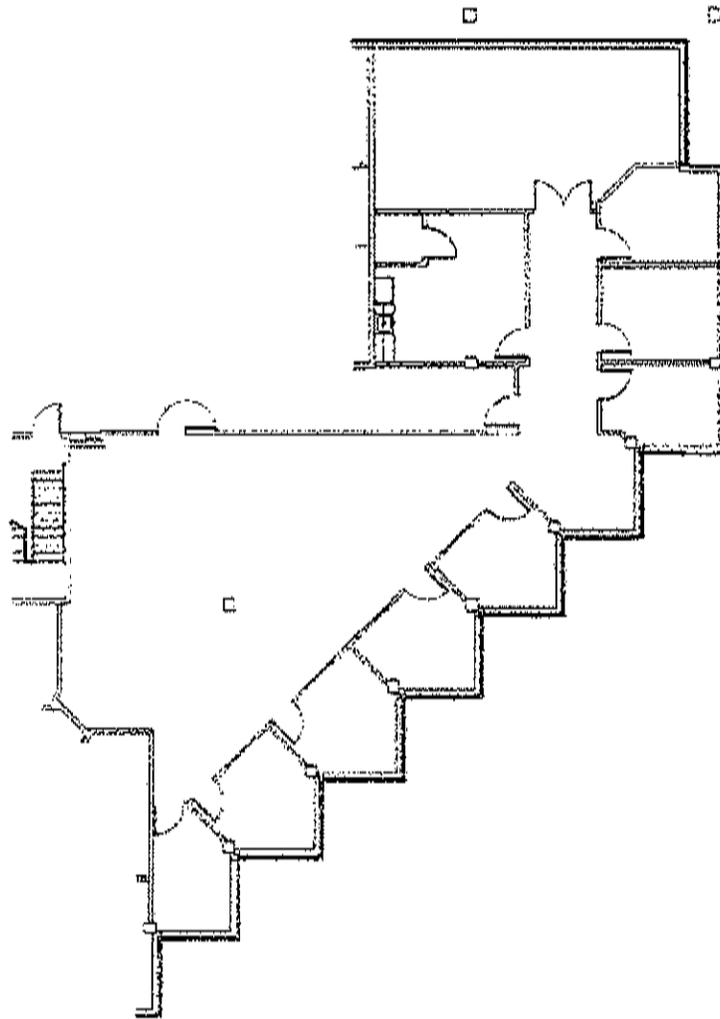


EXHIBIT B

Form of Commencement Date Agreement

Date

Tenant's Name and Address

RE: Deed of Lease, as amended from time to time (the "Lease") between CCP Property Owner Nashville I, LLC and Heart and Soul Hospice LLC ("Tenant")

Dear _____:

This letter shall confirm that the Relocation Effective Date for the above-referenced Lease is

Heart and Soul Hospice LLC, as Tenant, hereby acknowledges the following: (i) Tenant is in possession of the Relocation Premises (as defined in the Lease); (ii) the Lease is in full force and effect; (iii) Landlord is not in default under the Lease; (iv) possession of the Relocation Premises is accepted by Tenant as having been delivered in accordance with the terms and conditions of the Lease; and (v) Landlord has substantially completed the Landlord Work.

Our records indicate the following information for approximately three thousand nine hundred ninety-seven (3,997) rentable square feet of space:

Relocation Effective Date	
Monthly Minimum Annual Rent Due:	
Lease Expiration Date:	

Please sign two (2) copies of this letter in the space provided below acknowledging your agreement with the above and return them to me at my office. I suggest you attach a copy of this letter to your copy of the Lease.

Thank you again for your cooperation and assistance regarding this matter. Please contact me at any time should you have questions regarding the lease, building, or any related manner

Sincerely,

Property Manager

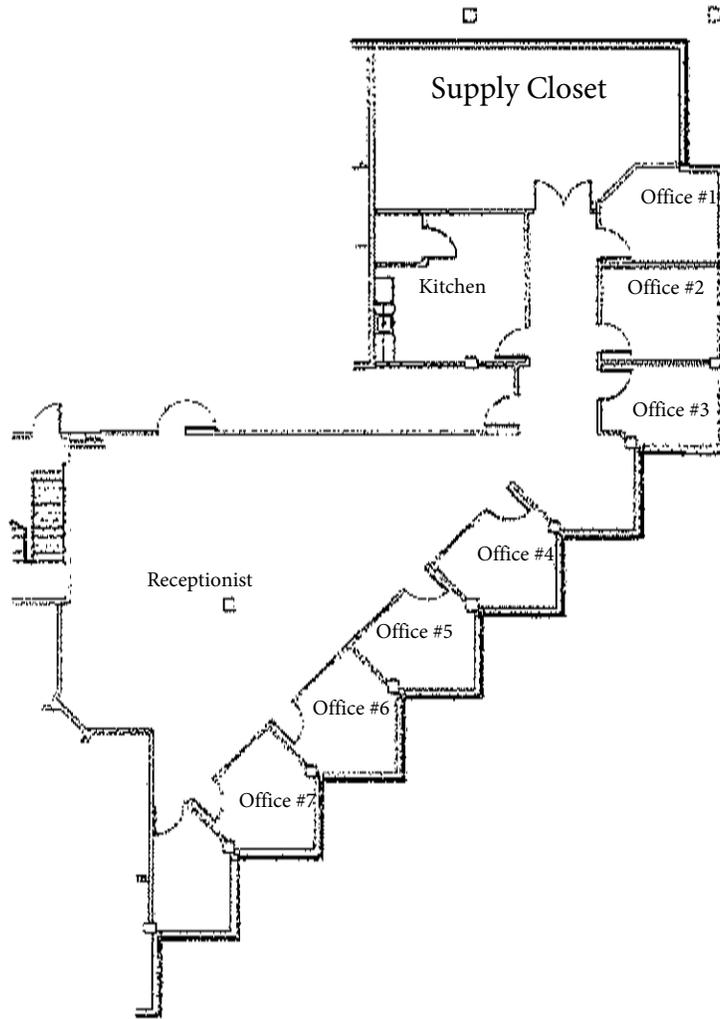
Acknowledged and Agreed to this ____ day of _____, 20____

Heart and Soul Hospice LLC

By: _____

Title: _____

EXHIBIT A
Relocation Premises

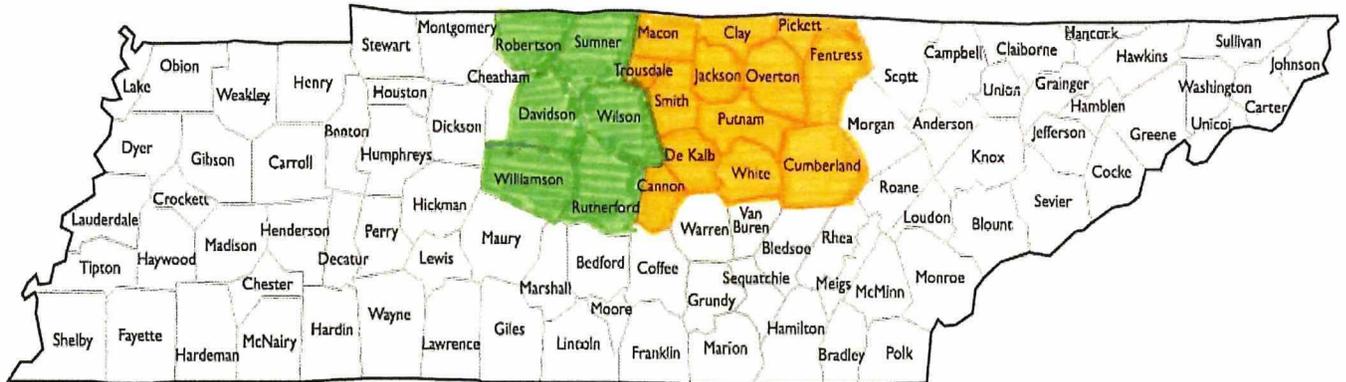


List of Licensed Providers in Proposed Service Area

Agencies Servicing Proposed Service Area	Counties Licensed to Serve												
	Cannon	Clay	Cumberland	DeKalb	Fentress	Jackson	Macon	Overton	Pickett	Putnam	Smith	Trousdale	White
Hospice Compassus-The Highland Rim (Coffee)	X												
Alive Hospice (Davidson)	X	X		X					X	X			
All Care Plus dba Quality Hospice (Fentress)		X			X	X		X	X				
Avalon Hospice (Davidson)	X		X	X	X	X	X	X			X	X	X
Kindred Hospice (Davidson)	X												
Kindred Hospice (Putnam)	X	X	X	X	X	X	X	X	X	X	X		X
Amedisys Hospice (Rutherford)	X			X			X				X	X	
Caris Healthcare (Rutherford)	X	X	X	X	X	X		X	X	X	X	X	X
Amedisys Hospice an Adventa Company (Knox)		X	X		X	X		X	X	X			X
Hospice of Cumberland County (Cumberland)			X										
Covenant Homecare (Knox)			X										
Univ. of TN Med. Ctr Home Health/Hospice Service (Hamblen)					X				X				
Caris Healthcare (Robertson)							X						
Highpoint Hospice (TN In Home Partners II, LLC) (Sumner)							X					X	
Aveanna Hospice (Williamson)							X				X	X	
Hospice of Chattanooga Inc (Hamilton)	X	X	X	X	X	X		X	X	X			X
TOTAL NO. OF AGENCIES LICENSED TO SERVE:	8	6	7	6	7	6	6	6	7	5	5	5	5

TENNESSEE COUNTY MAP

Proposed Davidson County Expansion



= Existing Licensed Counties (License #624)



= Proposed Expansion to Davidson County Service Area

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

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

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

Demographic Variable/Geographic Area	Department of Health/Health Statistics							Census Bureau				TennCare	
	Total Population-Current Year (2025)	Total Population-Projected Year (2029)	Total Population-% Change	*Target Population-Current Year (2025) (55+)	*Target Population-Project Year (2029) (55+)	*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
Cannon	15,286	15,550	1.73%	5,368	5,627	4.82%	36.19%	40.8	\$58,092	2,522	16.5%	2,953	19.32%
Clay	7,662	7,648	-0.18%	3,327	3,407	2.40%	44.55%	48.8	\$44,712	1,663	21.7%	1,870	24.41%
Cumberland	65,090	67,235	3.30%	32,430	34,000	4.84%	50.57%	53.0	\$58,475	8,722	13.4%	12,285	18.87%
DeKalb	21,596	22,109	2.37%	7,681	8,035	4.61%	36.34%	42.2	\$48,484	4,622	21.4%	5,138	23.79%
Fentress	19,073	19,170	0.51%	7,692	7,932	3.12%	41.38%	47.0	\$50,865	3,986	20.9%	5,640	29.57%
Jackson	12,092	12,193	0.84%	5,151	5,329	3.46%	43.71%	48.0	\$41,475	2,503	20.7%	2,778	22.97%
Macon	26,190	27,209	3.89%	8,051	8,502	5.60%	31.25%	38.3	\$56,269	3,981	15.2%	6,608	25.23%
Overton	23,203	23,597	1.70%	8,502	8,813	3.66%	37.35%	43.1	\$46,159	1,974	8.51%	4,902	21.13%
Pickett	4,972	4,886	-1.73%	2,336	2,384	2.05%	48.79%	51.7	\$44,591	1,283	25.8%	1,112	22.37%

Putnam	85,705	89,245	4.13%	26,097	27,708	6.18%	31.05%	36.5	\$56,368	16,798	19.6%	18,368	21.43%
Smith	20,871	21,233	1.73%	7,021	7,329	4.39%	34.52%	40.7	\$62,799	2,776	13.3%	4,133	19.80%
Trousdale	11,912	12,211	2.51%	3,000	3,211	7.03%	26.30%	34.6	\$63,190	1,227	10.3%	2,075	17.42%
White	28,806	29,560	2.62%	10,582	11,059	4.51%	37.41%	43.3	\$52,206	4,263	14.8%	6,959	24.16%
Service Area Total	342,458	351,846	2.74%	127, 238	133,336	4.79%	37.90%	43.7	\$52,591	56,320	16.45%	74,821	21.85%
State of TN Total	7,179,307	7,380,696	2.81%	2,248,128	2,352,051	4.62%	31.87%	39.1	\$67,631	965,728	13.45%	1,410,973	19.65%

Source:

1. TN Department of Health Population Projections 2025-2029. (<https://www.tn.gov/content/dam/tn/health/documents/population/Population-Projections-2020-2034-TN-CoPopProj-2021-series.pdf>).
2. Due to the current federal government shutdown, Census Bureau QuickFacts is not accessible. However, the Tennessee State Data Center (Boyd Center for Business and Economic Research) provides an alternative through Census Reporter. (<https://tnsdc.utk.edu/2025/09/30/navigating-the-federal-shutdown-tips-for-data-users/>)
3. TennCare 2025 Enrollment Data (September).



CITY OF SPARTA
 6 Liberty Square
 P.O. Box 30
 Sparta, Tennessee 38583
 931.836.3248
 931.836.3941 fax
 www.spartatn.com

TO WHOM IT MAY CONCERN:

My name is Kevin Powers, the Fire Chief for City of Sparta, White County, Tennessee.

I learned after talking with Heart'n Soul Hospice, that they are applying for the hospice Certificate of Need in White County.

Heart'n Soul Hospice truly understands our needs in our service area. Heart'n Soul Hospice works with all patients including the underserved, no matter where they live, no matter their diagnosis. As a Fire Chief in White County, which is a rural county in Tennessee, we need a provider like Heart 'n Soul Hospice who understands urgency and that all people to include the folks in our under-served county, deserve the same quality care as those in a metro area. They have spent considerable time developing patient related programs that improve the quality not the quantity of time left. They work with the community to provide education on important topics for seniors, such as advance care planning. They also will provide grief and loss support groups in our community. In addition, if selected for this certificate of need, Heart'n Soul Hospice will create jobs to bring to our area which is needed in our county.

If Heart n Soul Hospice is selected by the State, their programs will benefit our community, and I support the Heart and Soul Hospice application for White County.

Sincerely,

Kevin Powers
 Fire Chief
 City of Sparta, Tennessee





Denny Wayne Robinson
County Executive

1 East Bockman Way, Room 205
Sparta, Tennessee 38583
P 931.836.3203
F 931.836.3204
executive@whitecountyttn.gov

WHITE COUNTY, TENNESSEE
Office of County Executive

November 24, 2025

To whom it may concern,

I am Denny Wayne Robinson, the County Executive/Mayor in White County, Tennessee with a population of close to 30,000. We are a rural community and have many people who could benefit from the services of Heart n' Soul Hospice.

After learning more about Heart n' Soul and their focus on providing care to the underserved markets to include education regarding hospice, I realized they would greatly benefit our elderly population who are sometimes left behind.

What intrigued me was that they understand how to reach out to patients who have typically been avoided in my opinion. Heart n Soul Hospice has put in enormous effort to identify all patients who need end-of-life services no matter where they live, their background or whether they have family or not. I was impressed with their Senior Journey program that fits into our community. Many of our seniors live alone, sometimes lack food because they need their medications. Heart n Soul Hospice program works with the community to help reduce the health disparities in underserved communities.

If Heart' n Soul Hospice is selected by the State, they have many programs to offer not only to the patient and family, but to the community. I fully support their application to be a hospice provider in our area.

Sincerely,

Denny Wayne Robinson
County Executive



To Whom It May Concern:

I am Kerry Benway, Director of Social Services at WyndRidge Health and Rehab Center in Crossville, TN. WyndRidge is a 157 dually certified bed facility. Our mission is to provide compassionate, personalized care to those recovering from illness, injury, surgery, or managing chronic conditions. We believe in creating a loving and caring environment that preserves dignity, self-respect, and patient rights.

As the Director of Social Services, I want to work with a hospice provider that offers the patient not only quality care but an enhanced program to support their needs during their final chapter of life. I understand that Heart'n Soul Hospice is applying to the State of Tennessee for a certificate of need in our county.

They have developed many programs for the patients to enhance their remaining quality of life. Several programs that interest me such as the Meaningful Journey Program. This program for dementia patients is a good fit with our end-of-life patients to enhance their services with this patient population.

They stress the 3 C's, Care, Compassion and Collaboration and this stands out with their Care Connect Program. This program ensures that regulatory requirements for hospice and the skilled nursing facility are in place with ongoing documented collaboration to review the plan of care and the updates with the nursing home staff. Heart'n Soul Hospice understands that to have a strong working relationship, we must work together and always communicate.

I look forward to working with Heart'n Soul Hospice if they are awarded the CON. They are a provider that understands the power of communication, collaboration and compassion. I fully support their application to be a hospice provider in our area and look forward to hearing that they were selected.

Sincerely,

A handwritten signature in black ink that reads "Kerry Benway". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

Kerry Benway
Director of Social Services



To Whom It May Concern:

I am the Director of Medical Records at Wyndridge Health and Rehabilitation in Crossville, TN. Our goal is to provide excellent care to our residents and families as well as to create a great working environment.

I learned that Heart'n Soul Hospice is applying to the State of Tennessee for a certificate of need in our county. Recently, I met with one of their representatives about several of their specialty programs to include their Hospital to Home Program which could truly help many of our resident's transition back to our facility as we partner with hospice. This has been lacking with our current hospice providers, and I know the program would be extremely beneficial to our families, residents, and staff.

As Director of Medical Records, it is vitally important that our charts are always in compliance, and I am very impressed with Heart n' Souls commitment to weekly chart audits to ensure we are partnering for the best outcomes for our residents.

As you review all applications, I support Heart n' Soul to be a hospice provider in our area.

Sincerely,

A handwritten signature in black ink, appearing to read "Aubrey Williams". The signature is fluid and cursive, with a large initial "A" and "W".

Aubrey Williams
Director of Medical Records



To Whom It May Concern:

I am Amy Soule, Business Office Manager for WyndRidge Health and Rehab Center. WyndRidge is a 157 dually certified bed facility making our facility larger than the Tennessee state average of 116 beds. Our mission is to provide compassionate, personalized care to those recovering from illness, injury, surgery, or managing chronic conditions.

As the Business Office Manager, I work with hospices to ensure admission documentation is in place. It is key that I know when a patient was admitted, and I want to share with you in this letter why I am supporting Heart'n Soul Hospice to be the next provider in our area.

Upon referral, Heart'n Soul Hospice will contact me or my alternate to identify insurance and skilled status. Once the patient is admitted, they have a detailed process that ensures my department receives the necessary paperwork for the patient notifying us of the admission. Ongoing review takes places with my department while the patient is on their service.

I fully support their application to be a hospice provider in our area and look forward to hearing that they were selected.

Sincerely,

A handwritten signature in black ink that reads "Amy Soule". The signature is written in a cursive, flowing style.

Amy Soule
Business Office Manager



To Whom It May Concern:

I am the Director of Operations at WyndRidge Health and Rehab Center in Crossville, TN. WyndRidge has 157 dually certified beds, making our facility larger than the Tennessee state average of 116 beds. Our mission is to provide compassionate, personalized care to those recovering from illness, injury, surgery, or managing chronic conditions. We believe in creating a loving and caring environment that preserves dignity, self-respect, and patient rights.

I was informed that Heart' n Soul Hospice is applying to the State of Tennessee for a certificate of need in our county and want to let you know that we are prepared to contract with Heart' n Soul Hospice for Inpatient and Respite Beds when needed if they are awarded the certificate of need.

A representative explained that Heart' n Soul Hospice has developed many programs for the patients to enhance their quality of life remaining. I understand they have Dementia, COPD, and Cardiac programs; The Care Connect Program is important to our nursing facility. This program focuses on the regulatory requirements for the hospice and the skilled nursing facility. It is my understanding that their team ensures that ongoing collaboration ensuring review of care plans and updates are communicated and documented on every visit. Heart' n Soul Hospice understands that to have a strong working relationship, we must work together and always communicate.

The Meaningful Journey program for dementia patients is a good fit for our end-of-life patients to enhance their services with this patient population. I also like their Hero's Program for military patients and first responders. We look forward to working with Heart' n Soul Hospice if they are awarded the Certificate of Need and using their programs in our center.

I fully support their application to be a hospice provider in our area and look forward to hearing that they have been selected.

Sincerely,

A handwritten signature in black ink that reads "Dawn Clabeaux". The signature is fluid and cursive, with the first name "Dawn" being larger and more prominent than the last name "Clabeaux".

Dawn Clabeaux
Director of Operations

To Whom It May Concern,

I am writing to express my heartfelt support and appreciation for the invaluable services you provide to our community. As a Licensed Practical Nurse working in Memory Care assisted living, I have had the privilege of witnessing the profound impact that compassionate hospice care has on our residents and their families during some of the most challenging times in their lives.

Heart and Soul has numerous programs that provide is diverse disease specific support for residents and families. Heart and Soul expertise in managing complex symptoms and offering support to families is commendable and has fostered a sense of peace during difficult times.

I wholeheartedly support your mission and the essential services you provide. Thank you for your unwavering commitment to enhancing the quality of life for those you serve. I look forward to continuing our partnership to ensure that our residents receive the compassionate care they deserve.

Warm regards,

A handwritten signature in black ink that reads "Annette Suter RN". The signature is written in a cursive style with a large initial "A".

Annette Suter

Licensed Practical Nurse

Bailey Manor



American Red Cross Tennessee Region

December 4th, 2025

To Whom it may Concern,

I am writing to express my strong support for the Certificate of Need application for Heart n Soul Hospice, an initiative that promises to greatly enhance the quality of end-of-life care in the Upper Cumberland region. As a representative of the American Red Cross, I have witnessed firsthand the profound impact that compassionate and dedicated hospice services can have on individuals and families facing the challenges associated with terminal illnesses.

The need for comprehensive hospice services in our community cannot be overstated. Heart n Soul Hospice aims to provide not only medical care but also emotional and spiritual support to patients and their families during this critical time. This holistic approach aligns perfectly with our mission at the American Red Cross to alleviate human suffering through compassionate care and support.

The commitment of Heart n Soul Hospice to deliver these essential services will undoubtedly fill a critical gap in our community's healthcare landscape. As the Program Specialist for the Heart of Tennessee Chapter of the American Red Cross, I stand firmly behind this initiative, as it embodies our shared values of compassion, respect, and dedication to serving those in need. I urge you to support the Certificate of Need application for Heart n Soul Hospice, as it represents a vital step toward improving the quality of life for patients and families in Upper Cumberland.

Thank you for considering this important initiative. Should you require any further information or support, please do not hesitate to reach me at (931) 510-5800.

Respectfully,

Brooke Luna

Brooke Luna
Disaster Program Specialist
Brooke.luna2@redcross.org

To Whom It May Concern:

My name is Dr. Donald Vullmer and my practice includes many counties, including Coffee and Franklin counties. As a hospice and palliative care certified physician, I see many patients in all settings including The Waters of Gallatin, The Waters of Smyrna and The Waters of Gallatin.

I talked with a representative of Heart'n Soul Hospice about their many clinical programs and focus of care. I am very impressed with their professionalism, clinical excellence and strong commitment to patient centered care. Their model reflects a genuine commitment to timely, compassionate and specialized care including complex care patients that aligns closely with my values. Heart'n Soul Hospice puts quality first and this is evident by their programs that are one of a kind, something I have not seen with other hospice providers in this area and their extended visit pattern.

Heart'n Soul Hospice has several specialty programs that include Alzheimer, COPD, Cardiac and Cancer. These programs show a forward thinking, patient centered approach that would be a tremendous asset to this area. The Meaningful Journey program for Alzheimer's patients includes hand reflexology, art and music interventions, aromatherapy with hospice staff trained in dementia care. The program is well thought out, as are all their programs.

Their Care Connect Program for facility-based patients ensures collaboration and regulatory compliance are always adhered to. Their focus on the 3C's, Compassion, Collaboration and Communication – is about keeping in touch not only with the patient but with the provider.

Communication is one of the keys to their success with physicians and all healthcare providers. This is Heart'n Soul Hospice - where no one is ever left behind. Together they walk alongside the patient, hold their hand and focus on what matters most to the patient during their final chapter of life.

Heart'n Soul Hospice is a company that puts patients first, serving all patients no matter where they live. They lead with both **competence and compassion**. From prompt admissions to proactive symptom management, they aim to deliver more care when it matters most.

I want you to know this is why I am fully supporting their application for the Certificate of Need.

Sincerely,

A handwritten signature in black ink, appearing to read "Dr. Donald Vullmer". The signature is written in a cursive style with a large initial "D" and "V".

Dr. Donald Vullmer

FIRST PRESBYTERIAN CHURCH¹⁴⁰

The Rev. Michael D. McLaughlin: revmclaughlin@firstprescookeville.org

November 30, 2025

To Whom it May Concern,

I am Pastor and head of Staff of First Presbyterian Church in Cookeville, Tennessee. This week, I met with a representative of Heart n Soul Hospice to learn more about who they are. As a minority owned hospice applying to be a provider in our area, Heart n Soul Hospice focuses on providing programs which would benefit our church members.

One program of particular interest is the Senior Journey program for the elderly who may live alone and lack many of the social determinants to have a true quality of life environment. Heart n Soul Hospice offers admirable efforts to work with the community to help reduce health disparities among underserved folks. The goal of the Senior Journey program to enhance communication between community members and health providers for the elderly, to offer culturally appropriate health education, and to advocate for the needs of seniors is worthy and needed in Cookeville.

Our community does have other hospice providers, but they have been inconsistent in providing education for our members, offering a better understanding of end-of-life care and what to expect. Heart n Soul Hospice stands out by offering to come to our community of faith, meet with us on our grounds and provide us with a better understanding of hospice, speaking to us on our level.

If you select Heart n Soul Hospice for this Certificate of Need, they have offered to conduct an Advance Care Planning in-service to help our members prepare for the inevitable as well as a "Caregivers Café" bereavement and grief support program for our members.

Heart n Soul Hospice would provide much needed support to our seniors, and our church would benefit by having them as a member of our community. Heart n Soul Hospice truly respects the unique needs and traditions of our members. On behalf of our church, we support Heart and Soul Hospice application in our area.

Sincerely,



The Rev. Michael D. McLaughlin

Pastor and Head of Staff

20 North Dixie Avenue, Cookeville, TN 38501

Office: 931.5264424 | firstprescookeville.org

Gamal S. Eskander, MD
Cookeville Medical Clinic RHC
225 N. Willow Ave, #3
Cookeville, TN 38501
Cell (931)260-5013

To Whom It May Concern,

My name is Dr. Gamal Eskander, MD, a double board-certified Doctor of Family Practice and Preventative Medicine at Cookeville Medical Rural Health Clinic. While providing care at six locations in Cookeville, Gainesboro, Crossville, Sparta, Rickman, and Byrdstown Tennessee. Our purpose is to provide quality, compassionate, cost-effective healthcare responsive to the needs of the communities we serve, while upholding the highest ethical standards. After talking with a representative of Heart'n Soul Hospice, I learned they are applying for the hospice Certificate of Need for hospice services in our region. As a physician for these small, rural based clinics, Heart'n Soul Hospice has many programs that will help improve the overall end of life care for patients in our area. Heart'n Soul Hospice understands working with the many complex and challenging needs of patients and families in our areas and the importance of collaboration amongst all. They understand our market as rural providers and what is needed to provide quality end of life care to people of all ages, all races, and all diagnosis. They specifically developed the Senior Journey program to address the Social Determinants of Health with the elderly and will provide a more inclusive environment that respects the unique needs and traditions of each patient. Their program, Pathways, provides post-medical assistance to help reduce re-admissions, provide better continuity of care for patients and their families, and build stronger outcomes. Most importantly, is their rural program for the patient that focuses on quality care, being always there for the patient through their innovative Nurse Daisy application and multiple clinical programs that enhance the overall care to the patient. If Heart'n Soul Hospice is awarded the hospice certificate of need, we would be interested in working with Heart'nSoul Hospice for our patients and families to help serve their end-of-life needs. Please accept my letter as support for Heart and Soul Hospice application for the Certificate of Need in our region. They truly have special programs to enhance the care of the patient and be a resource for end-of-life education and services.

Sincerely,

Eskander MD

Dr. Gamal Eskander, MD Cookeville Medical Rural Health Clinic

To Whom It May Concern:

My name is Herschel Murner, and I am the Executive Director at Wyndridge Health & Rehab Center, a 102-bed skilled nursing and rehabilitation facility located in Crossville, Tennessee. For many years, our organization has been committed to delivering compassionate, high-quality, post-acute and long-term care to residents of Cumberland County and the surrounding region.

I am writing to express Wyndridge Health & Rehab Center's full support for Heart'n Soul Hospice's application for a Certificate of Need to establish hospice services in Cumberland County. Should Heart'n Soul Hospice be granted the Certificate of Need, Wyndridge Health & Rehab Center is prepared to enter into a contractual agreement to provide inpatient hospice and respite beds as needed.

One of their programs is called "Hospital to Home". This program focuses on ensuring a more comfortable transition from the hospital to our facility which will ensure better outcomes for our patients and families. Their facility collaboration program will ensure ongoing collaboration that takes place to review the plan of care and the updates are documented. It will also ensure Hospice Notes are in place along with consents. Besides this program, Heart'n Soul Hospice has developed many programs for the patients and family. Their Meaningful Journey program for dementia patients is excellent and will be an added benefit to our facility to enhance their services with this patient population. They have an extensive Hero's program for military patients as well as for our first responders. We look forward to working with Heart'n Soul Hospice if they are awarded the Certificate of Need and using their programs in our center.

We believe Heart'n Soul Hospice will be an outstanding partner and a valuable addition to the continuum of care available in Cumberland County. Their presence will enable us to provide more holistic, patient-centered services to our residents and their families during one of life's most sensitive times, as such, we support their application to be a hospice provider in our area.

Sincerely,



Herschel Murner
Executive Director/Administrator
Wyndridge Health and Rehab Center
456 Wayne Avenue
Crossville, TN. 38555



November 4, 2025

To Whom It May Concern:

I am Holly Heneger-Williams, Area Agency on Aging and Disability Director for the Upper Cumberland Development District located in Cookeville, TN. Our mission is to help the Upper Cumberland region cultivate self-sufficiency and build true wealth through innovation, collaboration, and leadership. Through our wide array of services, we connect individuals, families, businesses and local officials with resources they need to improve their quality of life. We are focused on serving older adults and people with disabilities in our area.

The purpose of this letter is to show full support for Heart'n Soul Hospice's application for a hospice Certificate of Need in our fourteen-county service area. Heart'n Soul Hospice would provide quality end of life care to people of all ages, all races, all genders and all diagnoses. Their Senior Journey program, which focuses on health equity with the senior population and addresses the Social Determinants of Health, helps individuals understand what is available to them. Through the Senior Journey program, Heart'n Soul Hospice provides culturally appropriate education to seniors, ensuring a more inclusive environment that respects the unique needs and traditions of each patient. Their investment in staffing that understands the culture and dynamics of the area will contribute to building relationships with health care providers so seniors receive the care they need. Partnering with Heart'n Soul Hospice aligns with our mission of providing high quality, compassionate care to individuals.

I believe that Heart'n Soul Hospice's services will enhance the period during the end of life for those in our region. I welcome Heart'n Soul Hospice to the Upper Cumberland area and support the Heart'n Soul Hospice application for a Certificate of Need.

Sincerely,

A handwritten signature in black ink that reads "Holly Heneger-Williams".

Holly Heneger-Williams, Director
Area Agency on Aging and Disability
Upper Cumberland Development District



To Whom It May Concern,

I am writing to express our strong support for the Certificate of Need application submitted by Heart and Soul Hospice. As the Executive Director of This Is Living Ministry, I have witnessed firsthand the profound impact that compassionate hospice care has on individuals and families facing the challenges of life-limiting illnesses.

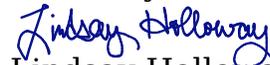
Heart and Soul Hospice has consistently demonstrated a commitment to providing high-quality, patient-centered care that honors the dignity and wishes of those they serve. Their approach not only supports patients but also provides essential emotional and spiritual support to families during some of the most challenging times in their lives.

Our community is in dire need of additional hospice services to ensure that everyone has access to the comprehensive care they deserve. The approval of this Certificate of Need will allow Heart and Soul Hospice to expand its services, reach more patients, and enhance the quality of life for those navigating end-of-life journeys.

We fully endorse this application and believe that it aligns with our shared mission to promote healing, support, and hope within our community. We urge you to consider the significant benefits that the approval of this Certificate of Need would bring to our community members.

Thank you for your attention to this important matter. Please feel free to contact me if you have any questions or require further information.

Sincerely,



Lindsay Holloway, Executive Director

This Is Living Ministry

TN Community Resource Board

Governor's Justice impacted Advisory Council

December 2, 2025

To Whom It May Concern:

Let me introduce myself, I am Lynn Drew, Dementia Navigator for the Area Agency on Aging and Disability for the Upper Cumberland Development District located in Cookeville, TN. The Dementia Navigator Program provides education, resources, and one-on-one navigation for caregivers and individuals living with Alzheimer's or a related dementia. The service is available to anyone in the state of Tennessee free of charge.

I learned that Heart'n Soul Hospice is applying for a hospice certificate of need in our service area. After learning more about their services, programs and commitment to the community, I was impressed with their vast array of programs that are geared to improve quality of life.

Heart'n Soul Hospice puts an emphasis on enhancing services to Alzheimer's patients with their Meaningful Journey program. The program includes hand reflexology, art and music interventions, aromatherapy with hospice staff trained in dementia care, and education for family members to help them understand the disease progression. Their Senior Journey program focuses on health equity with the senior population and addresses the Social Determinants of Health with the elderly to help seniors understand available services. Through the Senior Journey program, Heart n Soul Hospice provides culturally appropriate education to seniors, ensuring a more inclusive environment that respects the unique needs and traditions of each patient.

I am encouraged to hear that Heart'n Soul Hospice invests in staffing to better understand the culture and dynamics of the area. Partnering with Heart'n Soul Hospice aligns with our mission of education and resources for caregivers and individuals living with Alzheimer's or a related dementia. I look forward to working with them once they are awarded the Certificate of Need.

Sincerely,

A handwritten signature in cursive script that reads "Lynn Drew".



December 2, 2025

TO WHOM IT MAY CONCERN:

Heart'n Soul Hospice is applying for a Certificate of Need in Putnam County. As Putnam County grows, the need for services like they provide also increases. The group works with all patients including the underserved, no matter where they live, no matter what the diagnosis. They have patient-related programs that improve the quality not the quantity of time left. They also work with the community to provide education on important topics for seniors, such as advance care planning.

Heart'n Soul has also agreed to provide grief and loss support groups in our community at area churches and other facilities. In addition, if selected for this certificate of need, Heart'n Soul Hospice will be bringing jobs to our community. If Heart n Soul Hospice is selected by the State, I feel their programs will benefit our community, and I support the Heart and Soul Hospice application for Putnam County.

Sincerely,

Randy Porter
Putnum County Mayor



Generations Center of Spencer

Date: 12/02/2025

To Whom It May Concern,

I am writing to express my support for the Heart and Soul initiative in Van Buren County, specifically in collaboration with Generations Center of Spencer. Together, these organizations can make a profound difference in the lives of individuals and families facing the challenges of serious illness and end-of-life care.

Generations provides a “Home away from Home” with its 70 bed facility focused on the residents mental and physical well-being to enhance the quality of life for residents and their loved ones. Their commitment to compassionate care aligns perfectly with the mission of Heart and Soul Hospice, ensuring that every individual receives not only medical support but also emotional and spiritual guidance during this critical time.

The impact of this partnership would positively impact residents end of life care. I wholeheartedly support the efforts of Generations in Van Buren County and encourage others to recognize the importance of their work alongside Heart and Soul Hospice. Together, they will make a lasting impact on our community, and it is vital that we continue to support their initiatives.

Sincerely,

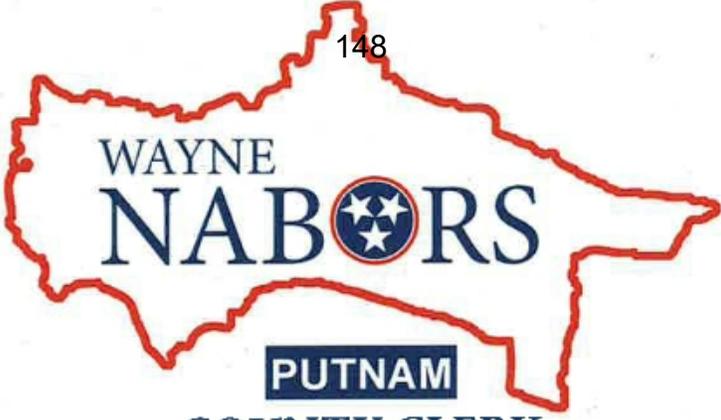
Buffy Gaither, MBA, MS, LNHA, Administrator

Generations Center of Spencer
87 Generations Drive
Spencer, TN 38585
 direct 931.946.7768 | fax 931.946.7875
bgaither@generationsgaither.com

“Recognizing Strengths Empowering Recovery”

Generations Center of Spencer
 87 Generations Drive
 Spencer, TN 38585

Phone: 931-946-7768
 Fax: 931-976-7875



WAYNE
NABORS

PUTNAM
COUNTY CLERK

December 4, 2025

To Whom It May Concern:

I am writing this letter in support of the application for a Certificate of Need for Heart and Soul Hospice. As the County Clerk of Putnam County, I understand the critical importance of providing essential healthcare services to our community, particularly in the area of hospice care. I have personally had experience with Hospice and know what value it brings to patients and their families during an exceedingly difficult time.

Heart and Soul Hospice is dedicated to offering compassionate, patient-centered care for individuals with life-limiting illnesses. Their commitment to enhancing the quality of life for patients and their families aligns with the values we uphold in Putnam County. The establishment of this hospice will not only provide much needed services but also ensure that our residents have access to quality end-of-life care within their own community.

The benefits of granting this Certificate of Need are manifold:

**** Addressing a Community Need: **** Our county currently has limited options for hospice care, which can place undue stress on families during a challenging time. Heart and Soul Hospice will fill this gap, ensuring that patients receive the support they need in a familiar and loving environment.

**** Holistic Care Approach: **** Heart and Soul Hospice is committed to treating the whole person, including their emotional, spiritual, and physical needs. This comprehensive approach is essential for providing dignity and comfort to patients and their families.

**** Supporting Families: **** Beyond patient care, Heart and Soul Hospice will offer resources and support for families, including counseling and educational services, which are vital in navigating the complexities of end-of-life care.

WAYNE
NABORS

PUTNAM
COUNTY CLERK

Page 2

I wholeheartedly endorse Heart and Soul Hospice's application for a Certificate of Need. Their presence in our community will undoubtedly improve the quality of life for many families in Putnam County, reaffirming our commitment to compassionate care for all residents.

Thank you for considering this important application. I look forward to supporting Heart and Soul Hospice as they strive to make a positive impact in our community.

Sincerely,



Wayne Nabors
County Clerk
Putnam County, Tennessee

FIRST PRESBYTERIAN CHURCH¹⁵⁰

The Rev. Michael D. McLaughlin: revmclaughlin@firstprescookeville.org

November 30, 2025

To Whom it May Concern,

I am Pastor and head of Staff of First Presbyterian Church in Cookeville, Tennessee. This week, I met with a representative of Heart n Soul Hospice to learn more about who they are. As a minority owned hospice applying to be a provider in our area, Heart n Soul Hospice focuses on providing programs which would benefit our church members.

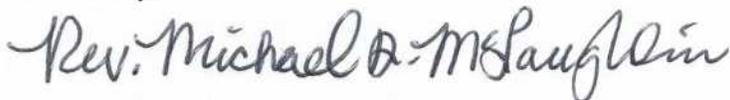
One program of particular interest is the Senior Journey program for the elderly who may live alone and lack many of the social determinants to have a true quality of life environment. Heart n Soul Hospice offers admirable efforts to work with the community to help reduce health disparities among underserved folks. The goal of the Senior Journey program to enhance communication between community members and health providers for the elderly, to offer culturally appropriate health education, and to advocate for the needs of seniors is worthy and needed in Cookeville.

Our community does have other hospice providers, but they have been inconsistent in providing education for our members, offering a better understanding of end-of-life care and what to expect. Heart n Soul Hospice stands out by offering to come to our community of faith, meet with us on our grounds and provide us with a better understanding of hospice, speaking to us on our level.

If you select Heart n Soul Hospice for this Certificate of Need, they have offered to conduct an Advance Care Planning in-service to help our members prepare for the inevitable as well as a "Caregivers Café" bereavement and grief support program for our members.

Heart n Soul Hospice would provide much needed support to our seniors, and our church would benefit by having them as a member of our community. Heart n Soul Hospice truly respects the unique needs and traditions of our members. On behalf of our church, we support Heart and Soul Hospice application in our area.

Sincerely,



The Rev. Michael D. McLaughlin

Pastor and Head of Staff

20 North Dixie Avenue, Cookeville, TN 38501

Office: 931.5264424 | firstprescookeville.org

To Whom It May Concern,

I am writing to express my support for the Certificate of Need application submitted by Heart and Soul Hospice. As an Activity Director, I have witnessed firsthand the profound impact that quality hospice care can have on patients and their families during some of life's most challenging moments.

Heart and Soul Hospice is dedicated to providing compassionate care that addresses not only the medical needs of patients but also their emotional, social, and spiritual well-being. This holistic approach is essential in hospice care, where comfort and dignity are paramount.

From an activity director's perspective, I can attest to the importance of engaging patients in meaningful activities that enrich their lives. Heart and Soul Hospice understands this need and a Heart and Soul representative vocalized Heart and Souls commitment to creating personalized activity programs that cater to the unique interests and abilities of each patient based on individual patient needs. These programs not only foster a sense of community but also help alleviate feelings of isolation and despair that can accompany terminally ill.

In conclusion, I wholeheartedly support Heart and Soul Hospice's Certificate of Need application. Their dedication to providing exceptional hospice care will undoubtedly benefit our community by

Regards,

A handwritten signature in black ink that reads "Sandra Deaton". The signature is written in a cursive style with a large, looped initial "S".

Sandra Deaton, Activities Director

Bailey Manor, Cookeville, TN

Dear Members of the CON Board,

I am writing to express my firm endorsement for the Certificate of Need (CON) application submitted by Heart and Soul Hospice for the establishment of a hospice office in the Upper Cumberland. As an experienced hospice nurse with 18 years in the field, I have witnessed the profound impact that comprehensive hospice care can have on patients and their families during one of the most challenging times of their lives. I recently used hospice with a family member and personally found it to be a wonderful experience.

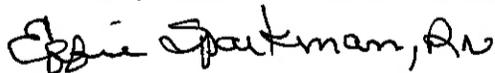
Hospice care is centered around providing compassionate support and services to patients with life-limiting illnesses. It focuses on comfort, dignity, and quality of life, not only for the patient but also for their loved ones. The proposed office will greatly enhance our community's ability to meet the growing demand for such services, ensuring that families have access to the specialized care they need.

Community Education and Advocacy proposed will allow the opportunity to educate the community about hospice care, dispelling myths and encouraging families to seek help earlier in the disease process. Enhanced awareness can lead to better outcomes for patients and families.

I wholeheartedly support Heart and Soul Hospice's CON application and urge the Board to consider the significant benefits that this hospice will bring to our community. It is an investment in compassion, dignity, and quality of life for patients and their families.

Thank you for considering my perspective as part of your decision-making process. Please feel free to reach out if you require any further information or insights regarding the importance of this hospice facility.

Sincerely from the heart of former hospice nurse,

A handwritten signature in black ink that reads "Effie Sparkman, RN". The signature is written in a cursive, flowing style.

Effie Sparkman, RN

0

Item 5N - Service Area Historical Utilization

Hospice Agency	Home County	State ID	2022	2023	2024	Total	% Change 2022-2024
Alive Hospice	Davidson	19624	50	69	47	166	-6.00%
All Care Plus d/b/a Quality Hospice	Fentress	25604	130	164	150	444	15.38%
Amedisys Hospice	Rutherford	19674	0	0	0	0	0.00%
Amedisys Hospice Care	Davidson	19604	43	9	23	75	-46.51%
Amedisys Hospice an Adventa Company	Knox	47602	46	44	87	177	89.13%
Avalon Hospice	Davidson	19694	523	533	761	1,817	45.51%
Aveanna Hospice	Williamson	94604	3	9	20	32	566.67%
Caris Healthcare	Robertson	74624	6	5	1	12	-83.33%
Caris Healthcare	Rutherford	75624	537	452	304	1,293	-43.39%
Covenant Homecare	Knox	47632	0	0	0	0	0.00%
Cumberland House Residential Hospice	Cumberland	18614	106	92	83	281	-21.70%
Highpoint Hospice (TN In Home Partners II, LLC)	Sumner	83614	70	77	59	206	-15.71%
Home Health Care of East Tennessee, Inc.	Bradley	6613	0	0	2	2	<i>infinity</i>
Hospice Compassus - The Highland Rim	Coffee	16604	18	24	31	73	72.22%
Hospice of Chattanooga Inc.	Hamilton	33613	72	1	214	287	197.22%
Hospice of Cumberland County	Cumberland	18604	164	185	164	513	0.00%
Kindred Hospice	Davidson	19684	0	0	0	0	0.00%
Kindred Hospice	Putnam	71604	330	385	405	1,120	22.73%
Univ. of TN Med.Ctr Home Health/Hospice Service	Hamblen	32603	0	0	0	0	0.00%
TOTAL			2,083	2,044	2,337	6,464	12.19%

Source: Joint Annual Report - Hospice Agencies

Item 6N - Applicant Historical Utilization (Last 3 Years)

Hospice Agency	Home County	State ID	2022	2023	2024	Total	% Change 2022-2024
Heart and Soul Hospice LLC	Davidson	19744	49	167	291	507	493.88%

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

Hospice Agency	Home County	State ID	2025	2026	2027	% Change 2025-2027
Heart and Soul Hospice LLC (Proposed Service Area Patients)	Davidson	19744		122	155	100%

Criteria #3. Proposed Charges

Net Charges - Service Area Hospice Agencies 2024					
Hospice Agency	Home County	State ID	Total Patient Days	Total Net Revenue	Net Charge (Net Revenue/Patient Days)
Hospice Compassus- The Highland Rim	Coffee	16604	101,305	\$19,061,526	\$188
Alive Hospice	Davidson	19624	142,350	\$24,766,940	\$174
All Care Plus dba Quality Hospice	Fentress	25604	18,784	\$3,302,583	\$176
*Avalon Hospice	Davidson	19694	667,639	\$66,938,991	\$100
**Kindred Hospice	Davidson	19684	9,740	\$724,643	\$74
***Kindred Hospice	Putnam	71604	24,519	\$2,407,667	\$98
Amedisys Hospice an Adventa Company	Knox	47602	405,687	\$38,628,189	\$95
Hospice of Cumberland County	Cumberland	18604	7,325	\$1,154,073	\$158
Covenant Homecare	Knox	47632	45,981	\$7,606,973	\$165
Univ. of TN Med. Ctr Home Health/Hospice Service	Hamblen	32603	73,907	\$9,330,940	\$126
Caris Healthcare	Robertson	74624	18,437	\$2,881,475	\$156
Highpoint Hospice (TN In Home Partners II, LLC)	Sumner	83614	44,591	\$4,794,868	\$108
Aveanna Hospice	Williamson	94604	67,549	\$11,356,823	\$168
Home Health Care of East Tennessee, Inc.	Bradley	6613	60,301	\$10,974,828	\$182
Amedisys Hospice Care Nashville	Davidson	19604	15,207	\$1,274,768	\$84
Caris Healthcare LP Murfreesboro	Rutherford	75624	50,181	\$7,479,573	\$149
Hospice of Chattanooga Inc	Hamilton	33613	196,801	\$40,092,154	\$204
TOTAL			1,950,304	\$252,777,014	\$130
Applicant Data					
Heart and Soul Hospice, LLC	Davidson	19744	22,989	\$3,877,584	\$169

Source: Joint Annual Report - Hospice Agencies - Schedules D and F5

*N/K/A Gentiva

**N/K/A Gentiva I

***N/K/A Gentiva

Benefit Level Charges - Service Area Hospice Agencies 2024						
Hospice Agency	Home County	State ID	Routine	Continuous	Inpatient	Respite
Hospice Compassus- The Highland Rim	Coffee	16604	\$218	\$1,565	\$1,145	\$508
Alive Hospice	Davidson	19624	\$193	\$1,368	\$1,016	\$452
All Care Plus dba Quality Hospice	Fentress	25604	\$190	\$1,330	\$1,000	\$446
*Avalon Hospice	Davidson	19694	\$193	\$1,368	\$1,016	\$452
**Kindred Hospice	Davidson	19684	\$201	\$1,422	\$1,057	\$470
Kindred Hospice	Putnam	71604	\$183	\$1,296	\$970	\$432
Amedisys Hospice an Adventa Company	Knox	47602	\$154	\$500	\$1,000	\$419
Hospice of Cumberland County	Cumberland	18604	\$190	\$1,330	\$1,000	\$446
Covenant Homecare	Knox	47632	\$190	\$1,330	\$1,000	\$446
Univ. of TN Med. Ctr Home Health/Hospice Service	Hamblen	32603	\$159	\$500	\$1,000	\$431
Caris Healthcare	Robertson	74624	\$201	\$1,422	\$1,057	\$470
Highpoint Hospice (TN In Home Partners II, LLC)	Sumner	83614	\$170	\$500	\$847	\$423
Aveanna Hospice	Williamson	94604	\$153	\$1,422	\$1,024	\$453
Home Health Care of East Tennessee, Inc.	Bradley	6613	\$190	\$1,330	\$999	\$446
Amedisys Hospice Care Nashville	Davidson	19604	\$168	\$500	\$959	\$443
Caris Healthcare LP Murfreesboro	Rutherford	75624	\$201	\$1,422	\$1,057	\$470
Hospice of Chattanooga Inc	Hamilton	33613	\$197	\$1,382	\$1,037	\$462
AVERAGE			\$185	\$1,176	\$1,011	\$451
Applicant Data						
Heart and Soul Hospice, LLC	Davidson	19744	\$201	\$1,422	\$1,057	\$470

Source: Joint Annual Report - Hospice Agencies - Schedule D

*N/K/A Gentiva

**N/K/A Gentiva I

***N/K/A Gentiva



License No. 624

State of Tennessee

Health Facilities Commission

Board for Licensing Health Care Facilities

This is to certify that a license is hereby granted by the Health Facilities Commission to HEART AND SOUL HOSPICE, LLC to conduct and maintain a Hospice

HEART AND SOUL HOSPICE, LLC
Located at 51 CENTURY BLVD STE 110, NASHVILLE, TN 37214
County of DAVIDSON, TN.

The license shall expire January 28, 2026 and is subject to the provisions of Chapter 11, Tennessee Code Annotated. This license shall not be assignable or transferable and shall be subject to revocation at any time by the Health Facilities Commission, for failure to comply with the laws of the State of Tennessee or the rules and regulations of the Health Facilities Commission issued thereunder.

In Witness Whereof, we have hereunto set our hand and seal of the State
this 21st day February, 2025.



By Caroline R. Payne, Esq. C.H.C.
Director, Licensure & Regulation

By [Signature]
Executive Director

 State of Tennessee
Health Facilities Commission
665 Mainstream Drive, 2nd Floor
Nashville, TN 37243

US POSTAGE
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Certificate of Accreditation

This is to certify that the following organization has met the requirements of the Community Health Accreditation Partner (CHAP) Standards of Excellence, and demonstrated a commitment to providing quality patient care and services.

Heart and Soul Hospice

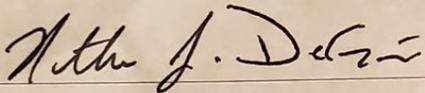
Nashville, TN

is therefore granted accreditation for the following:

Hospice

Effective: 06/20/2024

Expiration: 06/20/2027



Nathan J. DeGodt
President and CEO, CHAP



Patricia Driscoll
Chair, CHAP Board of Directors

CHAP is an independent, nonprofit accrediting body for organizations providing home and community-based health care services in accordance with nationally recognized CHAP Standards of Excellence. Additional information regarding CHAP Accreditation and a listing of individual accredited organizations can be obtained by visiting www.CHAPinc.org.

Customer ID: 3005803

Certificate of Accreditation

This is to certify that the following organization has met the requirements of the Community Health Accreditation Partner (CHAP) Standards of Excellence, and demonstrated a commitment to providing quality patient care and services.

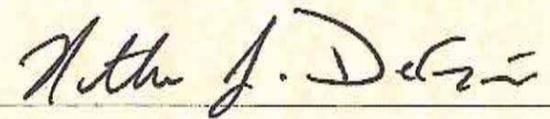
HEART N SOUL HOSPICE OF FLORIDA LLC

Tallahassee, FL

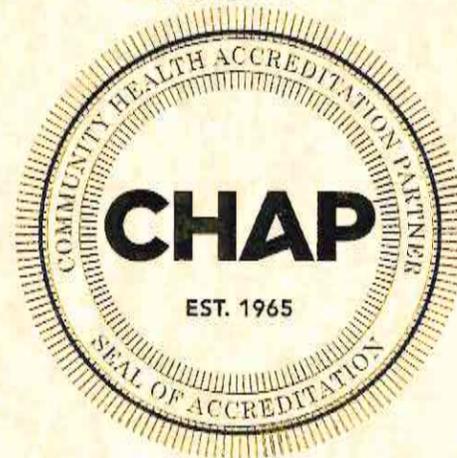
is therefore granted accreditation for the following:

Hospice

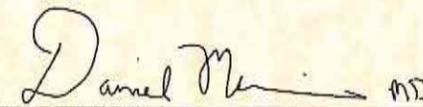
Effective: 06/18/2025



Nathan J. DeGodt
President and CEO, CHAP



Expiration: 06/18/2028



Dr. Daniel Maison
Chair, CHAP Board of Directors

CHAP is an independent, nonprofit accrediting body for organizations providing home and community-based health care services in accordance with nationally recognized CHAP Standards of Excellence. Additional information regarding CHAP Accreditation and a listing of individual accredited organizations can be obtained by visiting www.CHAPinc.org.

Customer ID:3010555

State of Washington CHAP Accreditation

Showing 1 through 1 out of 1 results.



Y.B.G. Healthcare LLC dba Heart and Soul Hospice

15 S. Grady Way Suite#101 Renton, WA 98057

M-F, 9-5 [Visit Website](#) [Get Directions](#)

^ Accreditation

Location Accreditation



Hospice :

10/17/2023 - 10/17/2026

Heart n Soul Hospice Rural Hospice Care Policy

Purpose

The purpose of this policy is to outline the strategies and practices Heart n Soul Hospice will implement to provide accessible, high-quality hospice care to patients living in rural communities. Recognizing the unique challenges and barriers faced by rural patients and their families, we are committed to ensuring these individuals receive the same level of compassionate, comprehensive care as those in urban areas.

Scope

This policy applies to all Heart n Soul Hospice staff members, volunteers, and contractors involved in providing care and support to patients living in rural communities.

Policy

1. Rural Care Coordinator

- a. Heart n Soul Hospice will designate a Rural Care Coordinator responsible for overseeing the implementation of the Rural Care Program and coordinating the delivery of hospice services to patients in rural areas.
- b. The Rural Care Coordinator will possess a strong understanding of the unique needs of rural patients and will collaborate with local healthcare providers, community organizations, and support services to ensure seamless and comprehensive care.

2. Telehealth Services- Nurse Daisy

- a. To address the challenges of distance and limited healthcare resources in rural areas, Heart n Soul Hospice will utilize telehealth technologies, when appropriate, to provide remote consultations, follow-ups, and family conferences.
- b. Telehealth services will be designed to supplement — not replace — in-person visits and will be used in accordance with regulatory guidelines and best practices.

3. Transportation Assistance

- a. Heart n Soul Hospice will work with community partners, local transportation providers, and volunteer networks to offer transportation assistance for rural patients and families who require travel for in-person visits or hospice-related activities.
- b. Assistance may include coordinating volunteer drivers, collaborating with existing transportation programs, utilizing the hospice's own transportation resources, or providing financial assistance for transportation costs when needed.

4. Rural Workforce Development

a. Heart n Soul Hospice will prioritize the recruitment and retention of staff members and volunteers who live in or have experience working in rural communities, and who are committed to serving these populations.

b. All staff members and volunteers will receive training on the unique needs and challenges faced by rural patients, with an emphasis on adapting care delivery to overcome those challenges. Specialized training will include topics such as:

- Rural healthcare access and infrastructure
- Cultural competency in rural communities
- Strategies for addressing geographic isolation
- Use of technology to enhance care delivery

5. Commitment to Equity in Access

Heart n Soul Hospice affirms that rural patients will receive the same level of clinical excellence, emotional support, and respect for their dignity as patients in any other setting. Our goal is to bridge the gap between rural and urban hospice care access through innovation, collaboration, and unwavering compassion.

Project Name : Heart and Soul Hospice, LLC

Supplemental Round Name : 1

Due Date : 12/11/2025

Certificate No. : CN2511-041

Submitted Date : 12/5/2025

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

Please update the name of the facility, agency, or institution to match the published letter of intent.

Response : Alecia Craighead has indicated via email on December 11, 2025 at 10:58 a.m. that she would change the address. Address was provided to her at 11:12 a.m. by Maura Nelson.

2. 6A. Name of Owner of the Facility, Agency, or Institution

Please attach documentation of the owner agency's address change from 2921 Cherrybark Court, Hermitage, TN 37076-3095.

When was Tracey Wood added to the applicant's LLC as 40% owner? Was a Change of Ownership filed at the time?

What changes have been made to the agency's governing body since its creation and initial licensure?

Response : This address is the address of one of the owners and was only used prior to approval of the CON. After approval, the agency began operating out of its existing address, which is shown on the license.

Adding Tracy Wood as a 40% owner does not require a CHOW because the change did not involve a change of 50% or more of ownership. The Applicant is in the process of filing an 855 change of information form to update the owners with Medicare.

The only change is that Tracy Wood has been added as an owner.

3. 1E. Overview

Do the applicant or its owners share ownership in any other affiliates nationally or have CONs pending for new hospice agencies in other states?

What will the proposed setting of care be by percentage for the expansion counties?

What role is setting expected to play in increasing access and use among the service area target population?

Response : The owners of the Applicant also share ownership to varying degrees in Heart N Soul Hospice Memphis LLC (Memphis). In addition, they also share ownership in varying degrees to agencies operating in Miami and Fort Myers, Florida and Seattle and Tacoma (CON granted, soon to be operational), Washington, with a CON application pending in Pensacola, Florida.

The Applicant anticipates the following settings of care percentages:

Routine Home Care: 85-90%

General Inpatient Care (GIP): 1-2%

Continuous Home Care (CHC): 2-3%

Respite Care: 3-5% %

The setting of care is expected to play a significant role in increasing access and hospice utilization among the target population in the proposed service area. Because hospice is delivered wherever the patient resides, the applicant's model anticipates flexibility, community presence, and individualized care settings to meet patients where they are most comfortable.

Home-Based Care (Primary Setting): The Applicant anticipates that many patients in the proposed counties will prefer to receive care in their own homes. By employing staff who reside within a 60-minute radius of each county, the Applicant ensures that home-based patients can receive timely visits, symptom management, and caregiver support. The localized staffing approach directly increases accessibility for patients who may otherwise face geographic or transportation barriers.

Strong Partnerships with Long-Term Care Settings

A significant segment of hospice-eligible individuals reside in assisted living and skilled nursing facilities. The applicant will maintain and expand partnerships with these settings to provide consistent education, early identification of eligible residents, and smooth referral pathways. These relationships increase awareness of hospice benefits and support appropriate, timely utilization for facility-based patients. Patients who receive care in these settings are also considered routine in-home care patients.

Community Presence in Underserved and Rural Areas:

In rural communities with limited healthcare infrastructure, the care setting plays an even more critical role. By strategically placing clinical staff and outreach teams throughout the counties, the applicant ensures that individuals in remote areas have equal access to hospice services. This reduces disparities and improves access for populations who may historically underutilize hospice.

Cultural and Setting Preferences:

Different populations may have varying preferences regarding care settings. By offering hospice services across private homes, assisted living, adult family homes, nursing facilities, and contracted inpatient sites, the applicant is able to honor patient choice while removing barriers to access. This flexibility supports culturally sensitive, patient-centered care.

Integration Across All Levels of Care:

The setting also determines how quickly patients can access higher levels of service such as Continuous Home Care and General Inpatient Care. By establishing facility partnerships and maintaining 24/7 clinical staffing, the applicant ensures that patients can transition smoothly between care settings as their needs change – further strengthening access and utilization.

Summary: Ultimately, the applicant’s ability to deliver hospice care across multiple settings – home, facility, and inpatient – significantly enhances accessibility, supports timely use of services, reduces barriers for underserved populations, and ensures that patients receive care in the environment that best aligns with their preferences and cultural values.

4. 1C. Transfer Agreements

Please discuss how the applicant will support General Inpatient and Respite Care with providers in the proposed service area.

Response : The applicant will support General Inpatient (GIP) and Respite Care services throughout the proposed service area through establishing and expanding partnerships with hospitals and skilled nursing facilities, as well as through structured clinical oversight to ensure continuity of care for all levels of hospice service.

5. 3C. Effects of Competition and/or Duplication

Does the applicant intend to offer any service lines or programs that are not currently offered in the service area to its hospice patients?

Does the applicant intend to provide a different level of service intensity to patients in the service area, e.g., frequency of visits by discipline than existing providers?

Does the applicant expect to serve a higher percentage of TennCare patients than other existing hospice providers in the service area?

Response : We will offer disease specific programs like Cardiac, COPD, Rural Program, Nurse Daisy and 24/7 Telehealth. We do not really know for sure what other agencies are offering, but the Applicant knows that its Nurse Daisy program is unique.

Heart and Soul Hospice also intends to offer several enhanced and specialized service lines that may not currently be widely available across the proposed service area, including, just to name a few:

- Hospice aide services in homes and facilities 7 days a week, ensuring patients receive consistent, compassionate care every day to meet their individual needs
- RN and LPN availability for continuous care, providing skilled nursing support around the clock to manage complex systems and ensure patient comfort
- A hospital and skilled nursing facility (SNF) transition program designed to support patients during the critical first 4-8 hours after discharge, helping them settle safely and comfortably in their home environment
- Advance directive workshops to educate patients and families about their rights and options for end-of-life planning
- Community education programs aimed at raising awareness about hospice benefits, dispelling myths, and promoting early referrals

Caregiver Café community grief programs offering support groups and resources to assist families coping with loss and bereavement

Heart N Soul Hospice goes beyond traditional standards by:

- Higher Frequency of Nursing Visits: Nursing visits will be scheduled more frequently at the start of care and during times of change in condition to prevent crises rather than responding to them.
- Daily Availability of Hospice Aides: Aides will be staffed and available 7 days a week, so patients who need daily assistance—including weekends—receive consistent support.

- Expanded Social Work and Chaplaincy Support: More regular psychosocial and spiritual visits will be built into care plans, which is especially important for underserved and minority communities.

Enhanced Bereavement and Grief Support: Services will extend beyond immediate families to include the broader community, with specialized programming for children and veterans.

The Applicant projects serving 13.50% TennCare patients in the first year. While several existing hospice providers currently serve a higher percentage of TennCare patients, the only TennCare data is for their entire hospice agency as that data is not broken down by county on the JAR. In looking at those existing agencies that serve more than 15% TennCare, Aveanna (94604), Caris (74624), Caris (75624), Home Health Care of East Tennessee (6613), Hospice Compassus (16604) and Hospice of Chattanooga (33613), they are doing so with the majority of their patients from outside the counties the Applicant is projecting to serve so it is not possible to get an apples to apples comparison. For these agencies, Aveanna has 97.07% of their patients from outside our service area, Caris (74624) has 99.12% outside our service area, Caris (75624) has 55.79% outside our service area, Home Health Care of East Tennessee (6613) has 99.70% outside our service area, Hospice Compassus has 98.03 outside our service area, and Hospice of Chattanooga has 92.36% outside our service area.

6. 2E. Rationale for Approval

The number of patients indicated by the need formula appears to be larger than 237. Please revise 2E response as appropriate to reflect changes to 1N Criterion #17.

Please explain the nature, role and responsibilities of Healthcare First. Does this company play a role in the management of the agency beyond QAPI program support?

Are the family satisfaction surveys referring to CAHPS documentation on Page 7?

Why are CAHPS listed as not available on the Medicare Compare site?

Filter by:	
Family caregiver survey rating ▾	Ownership ▾ Clear all filters
(615) 365-1009	For-Profit Family caregiver survey rating Not available ¹⁵ Compare 
17. Heart and Soul Hospice LLC (615) 835-3822	Ownership For-Profit Family caregiver survey rating Not available ¹⁵ Compare 

Response : Based on these projections, there is a need for 297 additional patients in the Applicant's expanded service area for Davidson County. 2E has been revised within the application to reflect this change. The projected utilization by county has also been revised based on these new patient need numbers. Thus, this change affects Attachment 1N and Attachment 1NR is included with these Supplemental Responses as well.

Healthcare First does not play a role in management. HealthCare First provides data analytics and patient satisfaction survey services for home health and hospice agencies, originally offered by Deyta, which was acquired by HealthCare First in 2015. These services are now part of MatrixCare, a larger post-acute care software provider. Essentially Deyta provided tools for CAHPS surveys (patient satisfaction), financial management analytics, and clinical quality reporting, helping agencies improve patient care and operations, with the core function now integrated into MatrixCare's platform.

Yes, the family satisfaction surveys refer to CAHPS documentation on Page 7.

The Applicant is not sure why there is nothing reported but it believes it is because it did not have enough information for Medicare to include it for this report. It believes that it will have sufficient data to report the next time.

7. 2N. Service Area

Please discuss the experience of the applicant and its owners in rapidly expanding hospice services into a service area of comparable size to the 12 counties proposed for this project.

Please discuss the growth of the existing agency and the six counties which it is currently licensed to operate. Has the applicant reached its projections and goals as identified in previous CON applications?

How will the agency support continued growth in its existing licensed service area while simultaneously supporting this expansion?

Response : The Applicant's selection of an additional twelve-counties to its existing 6-county service area is based on our commitment to ensuring equitable access and high-quality, culturally competent hospice services across both urban and rural communities. While the expanded area is geographically large, the population is much smaller than what it is currently serving in its hospice agency based in Davidson County. The proposed counties are contiguous to its existing service area, which is important because it already has the necessary infrastructure from an administrative and clinical supervisory standpoint.

The Applicant is committed to providing equitable utilization across all demographic, cultural, or socioeconomic groups. In our targeted counties, there remain underserved populations—particularly in rural areas—who face barriers such as:

- Limited provider options and choice of care models
- Lack of awareness or education about hospice services
- Cultural or linguistic barriers to accessing care

The Applicant also considered counties with lower hospice utilization rates. However, our proposed service area reflects a balance of several factors:

- **Geographic continuity** to enable efficient operations and staffing coverage
- **Capacity to respond quickly** to patient needs across a large rural footprint

- **Presence of underserved pockets within higher-penetration counties** where disparities persist despite overall averages
- **Strategic alignment with our mission** to serve all rural areas that can benefit from culturally competent and compassionate care
- **Access to key referral sources**, as our selected counties ensure we can serve patients from the region's major hospitals—all of which have expressed support for our services

Heart and Soul Hospice is prepared to serve *all* rural areas within the proposed service area—regardless of current penetration rates—to ensure that every patient and family has access to care that meets their needs, respects their values, and honors their cultural background.

The Applicant is currently providing services to fewer patients than the numbers projected. It believes that is primarily due to the delay in receiving its TennCare certification and provider number to be able to serve that important patient population.

Our agency will support continued growth in our existing licensed service area while expanding into the new counties through a structured and scalable operational model. We have a strong and experienced Executive Director who provides consistent oversight of clinical quality, operational performance, and compliance across all service areas. This leadership foundation allows us to sustain high performance in our current markets while expanding responsibly.

For the proposed expansion, we will implement a localized staffing strategy to ensure continuity of care and adequate coverage. Clinical leaders, including an additional Patient Care Manager and supporting clinical team members, will be hired to reside within a 60-minute radius of the counties they will serve. This approach ensures timely response to patient needs, strong community exposure, efficient access to facilities, referral sources and patient homes.

By maintaining leadership stability in our existing service area and strategically placing clinical staff geographically within the expansion region, we can support growth in both areas simultaneously. This staffing design ensures we meet all regulatory expectations for adequate staffing, preserve quality outcomes, and uphold our agency's commitment to providing high-quality hospice services throughout all licensed counties.

8. 3N. Demographics

The applicant reported 35 of 291 patients in 2024 as being between the ages of 18-64. How many were age 55-64?

Attachment 3NB appears to require revisions:

Total Population Current Year - Overton County, Service Area Total and State of TN Total

Total Population Projected Year - Overton County, Service Area Total

Target Population Current Year - Pickett County, Service Area Total

Target Population Projected Year - Pickett County, Service Area Total

TennCare Enrollees - Service Area Total

Please revise and resubmit Attachment 3NB. (labeled as Attachment 3NBR.)

Response : The Applicant does not report that level of specificity on the JAR. It believes that less than 10% of the patients aged 18-64 would be under the age of 55.

The chart has been revised and is included as Attachment 3N.BR

9. 4N. Special Needs of Service Area

Are there specific populations that the applicant has identified as being underserved in the service area? What data is available to support the identification of these populations?

How will the applicant's educational programs be implemented within the service area. What specific entities have been identified to facilitate this education and outreach to date?

What are the specific challenges faced by lower income populations in accessing hospice care?

Response : The additional service area counties are primarily rural in nature. These particular counties are by definition underserved in that there is a need shown in 10 of the 13 counties of 297 patients. The remaining 3 counties show very little surplus.

Our educational programs will be implemented within the service area through a structured plan led by our Senior Clinical Director. The Senior Clinical Director will oversee the development, coordination, and delivery of all community, facility, and provider education to ensure consistency, regulatory alignment, and clinical quality across all counties served. The Applicant will work with churches, senior centers, federally qualified health centers, and minority-serving organizations to increase awareness and access to hospice services. This collaborative approach helps ensure that underserved and historically marginalized populations receive timely education about hospice eligibility, benefits, and support resources.

As with other underserved patient populations, the primary challenges faced by lower income patients are education and information about the benefits of hospice services to the patients and their families. Responses to other questions highlight the robust education that the Applicant will provide to residents of this proposed service area.

10. 5N. Unimplemented services

Please revise the following in Table 5N of the application as well as Attachment 5N:

Alive Hospice - ID 19624 - 2022 and 2024

Amedisys Hospice an Adventa Company - ID 47602 - 2022

Covenant Homecare - ID 47632 - 2024

The following agencies are missing from the table:

Amedisys Hospice Care - ID 19604

Home Health Care of East Tennessee, Inc. - ID 06613

Response : Table 5N has been revised to include these additional home health agencies and their historical utilization data and is included in the original CON Application as Attachment 5NR.

11. 4N. Special Needs of Service Area

Please describe the clinical leadership structure of the agency and whether it will change to accommodate this expansion.

Where will direct patient care staff be based in order to cover the full geographic service area?

Response : The agency's staffing model is designed to ensure adequate coverage, timely response, and continuity of care as we expand into additional counties. Our approach includes a combination of centralized leadership oversight and localized staff presence.

All branches are supported by a Senior Clinical Director who oversees overall clinical quality, compliance, and performance standards. The Area Clinical Manager supports the broader region, ensuring operational efficiency and consistent clinical practice across all counties.

At the local level, Patient Care Managers (PCMs), registered Nurses, social workers, Hospice Aides, and other interdisciplinary team members are assigned based on census needs and geographic accessibility. Staff will be hired to reside within a 60-minute radius of the counties they serve to ensure timely response to patient care needs and strong integration with community partners.

As census expands in the proposed counties, staffing will scale accordingly. Additional Clinical Managers, RNs, Aides and support staff will be added based on patient volume and referral trends. This flexible model ensures that staffing remains adequate, responsive, and in full compliance with hospice regulations.

The staffing strategy – combined with strong clinical leadership-ensures our ability to serve both existing and new counties while maintaining high quality patient centered care.

Direct patient care staff will be geographically distributed to ensure timely response and full coverage across the entire service area. Staff will be based within a 60-mile radius of the counties they serve, allowing for efficient travel to patient homes, facilities and community partners. Branch offices will be added as necessary to ensure coordination of staff and care.

12. 9C. Other Facilities Charges

It appears that the following agencies are missing from attachment 9C.

Home Health Care of East Tennessee, Inc. ID 06613

Amedisys Hospice Care Nashville - ID 19604

Caris Healthcare LP Murfreesboro - ID 75624

Response : The Attachment has been revised and Attachment 9C is included in the original CON Application.

13. 6N. Utilization and/or Occupancy Statistics

Attachment 6N appears to contain an error in the reported utilization from 2024.

What has the historical average of total days per patient for the applicant?

Response : The chart has the correct data, but the percentage change in utilization from 2022-2024 is incorrect. The correct percentage is 494%. This chart has been revised and is included in the original CON Application as Attachment 6NR.

According to the JAR for 2024, the Applicant provided 22,989 days to 291 patients for an average of 79 days per patient.

14. 1N. Criteria and Standards

Attachment 1N, Hospice Criterion #1, Adequate Staffing

Please discuss any staffing growth with the applicant's existing hospice agency across the six existing licensed counties since the initiation of services.

Please discuss how the applicant's staffing plan and practices will support accessible and culturally sensitive services to underserved populations.

Please provide examples of the applicant's community engagement activities, internship and mentorship programs, and guest lectures.

Are the referenced contracted specialists independent or associated with a group? Are these contracted specialists available to extend to the proposed service area counties?

When was the referenced research on the hospice staffing market conducted? What is the basis for the conclusion that there are adequate staffing resources in the market?

Response : Since initiating hospice services in the six licensed counties, the agency has experienced significant and sustained growth, now serving more than 100 patients per day across the region. To support this growth and ensure high-quality, timely and compliant patient care, we have strategically expanded our staffing structure across all clinical and operational areas.

Staffing growth has included the addition of Registered Nurses, hospice aides, social workers, chaplains, and Patient Care Managers, along with the expansion of our clinical leadership team. We have added an Area Clinical Manager and additional Clinical Managers to support operations, oversee interdisciplinary teams and ensure regulatory

compliance as patient volume has increased. We have also strengthened administrative and support roles, including intake, quality, education, and coordination positions, to ensure smooth operations and continuity of care as census has expanded.

The growth reflects not only increased patient need but also our commitment to maintaining appropriate staffing ratios, timely response to referrals, and high-quality care across all six counties. Our staffing model has scaled proportionately with our census, ensuring we can continue to meet patient needs effectively as we expand into new service areas.

Interdisciplinary Support for Social and Economic Barriers:

Social workers and chaplains play a key role in addressing social determinants of health by helping patients and families navigate food insecurity, caregiving challenges, transportation needs, grief support and access to community support.

The applicant's staffing plan and operational practices are intentionally designed to ensure accessible, equitable and culturally sensitive hospice services for underserved populations across the service area. Our approach incorporates localized staffing, comprehensive training, and community-based engagement to meet the diverse needs of the counties we serve.

The staffing plan includes adequate nurse and aide coverage to support patients who may have limited transportation, limited caregiver support, or geographic barriers common in rural areas. Staff are assigned to manageable geographic areas and expected response times are built into clinical workflows to ensure timely visits for high-acuity or high-risk patients.

Targeted Community Outreach: Our Senior Clinical Director and clinical leadership team work directly with local community partners, churches, senior centers, federally qualified health centers, and minority serving organizations to increase awareness and access to hospice services. This collaborative approach helps ensure that underserved and historically marginalized populations receive timely education about hospice eligibility, benefits and support resources.

Interdisciplinary Support for Social and Economic Barriers:

Social workers and chaplains play a key role in addressing social determinants of health by helping patients and families navigate food insecurity, caregiving challenges, transportation needs, grief support and access to community.

Local Recruitment: Applicant's goal is to build a team that understands the cultural nuances of the populations it serves. Applicant will focus on:

- **Community Engagement:** Partner with churches, community centers, and local organizations to host job fairs and targeted recruitment events.

- **Online Outreach:** Utilize job boards, local social media groups, and professional networks specifically tailored to the healthcare field.

Educational Partnerships: Applicant seeks to build relationships with nursing schools, allied health programs, and continuing education organizations within the region. This includes:

Internship & Mentorship Programs: Offer opportunities for -hands-on experience and early career development, attracting passionate new graduates.

Guest Lectures: Contribute knowledge and expertise to nursing programs, raising our profile among prospective employees.

There should be 0 contracted specialists listed for the projected staffing for the first year. The staffing chart has been revised and is included as Attachment 1NR.

The Applicant has been providing services to the counties contiguous to this expanded service area. It has had no issues attracting qualified staff to provide services to its patients. If necessary, it is prepared to offer signing bonuses to attract the most qualified staff.

15. 1N. Criteria and Standards

Attachment 1N, Hospice Criterion #2, Community Linkage Plan

Please list the specific community providers and partners that the applicant has established working agreements or relationships with. There is nothing attached with 4N.

Please describe how the applicant will provide all four levels of hospice care throughout the entire proposed service area.

Please provide examples of the types of successful community relationships established by the applicant in Fayette and Tipton Counties and how those efforts will inform rural outreach for this project.

Response : Please see Attachment 4NR – Letters of Support. The Applicant has significant support across the proposed service area.

The applicant will provide all four levels of hospice care – Routine Home Care, General Inpatient Care (GIP), Continuous Home Care (CHC) and Respite Care – through a coordinated staffing model, established provider partnerships and clear clinical protocols designed to ensure full coverage across the proposed service area.

Routine Home Care (RHC) will be delivered by interdisciplinary team members – including RNs, hospice aides, social workers, chaplains, and therapists – who reside within a 60 minute radius of the counties they serve. Staff will be hired and assigned geographically to ensure timely access to scheduled and as-needed visits. Patient Care Managers and Clinical Managers will oversee visit frequencies, symptom management, and adherence to care plans to ensure high quality RHC delivery throughout the service area.

General Inpatient Care (GIP) will be established through contracts with local hospitals and inpatient facilities across the service area. These partnerships ensure that patients experiencing acute, uncontrolled symptoms have timely access to enhanced medical oversight in an appropriate inpatient setting. Our clinical leadership team will maintain agreements with facilities in or near each county, allowing for full GIP coverage at all times.

Our outreach approach is designed to reach patients across all care settings – including private residences – so that individuals and families have timely access to information about hospice services and eligibility criteria.

The applicant’s Senior Clinical Director, together with the marketing and clinical leadership teams, will implement a coordinated community education plan that specifically includes outreach to:

- Primary Care Providers
- Home Health Agencies
- Community-Based Organizations
- Churches, Senior Centers, and Community Groups
- Federally Qualified Health Centers
- Hospitals and Emergency Departments
- Caregiver Networks

Educational programs will focus on early identification of hospice-eligible individuals in the home, symptom management, caregiver support, and the benefits of receiving hospice services in a home setting. Our goal is to ensure that residents who prefer to age or remain in place have full access to hospice information and can make informed decisions about their care.

The Applicant has employed these measures in Fayette and Tipton County and has been successful in educating the service area residents and serving hospice patients it believes would not have received services but for its programs.

16. 1N. Criteria and Standards

Attachment 1N, Hospice Criterion #4, Access

It appears that the majority of historical patients for the applicant have been served in either an Assisted Living facility 58% or a nursing facility 8% with the remaining 33% being in home hospice patients. Please discuss whether the same rates are projected for this expansion project.

Please discuss whether the applicant intends to ensure comparable outreach and education to eligible in-home hospice patients.

What percentage of the applicant's historical patients are Medicare enrolled while residing in an Assisted Living facility?

Response : The Applicant does not anticipate that the historical percentages of patients served in assisted living facilities, nursing facilities, or private home will exactly mirror the distribution in the proposed expansion area. For example, in a rural area, the Applicant would anticipate that more patients will be served in the home than in assisted living. Hospice utilization patients can vary significantly between counties based on demographic factors, availability of long-term care resources, caregiver support and community preferences.

Our agency's model is to serve patients wherever they reside and wherever their needs are best supported. We do not target one care setting over another; rather we respond to referral patterns and community needs within each county. As the proposed counties include a mix of rural and suburban areas – with varying numbers of assisted living facilities, skilled nursing facilities, and home-based caregivers – the Applicant expects natural variation in setting distribution.

That said, we anticipate that a strong proportion of patients will continue to be served in home-based settings, as well as in long-term care environments, depending on the resources and population profiles within each county. The applicant will ensure adequate staffing and interdisciplinary support across all settings so that patients can receive hospice care safely and appropriately regardless of residence.

In summary, while historical percentages provide context, the applicant's projections for the expansion area are based on serving patients wherever they live, rather than targeting facility type or distribution.

Yes, the Applicant fully intends to ensure comparable and equitable outreach and education to eligible in-home hospice patients throughout the proposed service area. Our outreach approach is designed to reach patients across all care settings – including private residences – so that individuals and families have timely access to information about hospice services and eligibility criteria.

The applicant's Senior Clinical Director, together with the marketing and clinical leadership teams, will implement a coordinated community education plan that specifically includes outreach to:

- Primary Care Providers
- Home Health Agencies
- Community-Based Organizations
- Churches, Senior Centers, and Community Groups
- Federally Qualified Health Centers
- Hospitals and Emergency Departments
- Caregiver Networks

Educational programs will focus on early identification of hospice-eligible individuals in the home, symptom management, caregiver support, and the benefits of receiving hospice services in a home setting. Our goal is to ensure that residents who prefer to age or remain in place have full access to hospice information and can make informed decisions about their care.

Staff hired within a 60-minute radius of each county will support these outreach efforts allowing for localized engagement and stronger relationships with community providers

who routinely serve home-based patients. This ensures that in-home patients receive the same level of access, education and timely referral opportunities as those residing in assisted living or nursing facilities.

Through these strategies, the applicant will maintain a balanced and inclusive outreach plan that supports all eligible hospice patients – regardless of where they live.

In 2024, the Applicant served 215 Medicare patients with 209 of those receiving routine hospice care and 6 receiving respite inpatient care. Routine hospice care includes both in-home and assisted living and nursing home settings.

17. 1N. Criteria and Standards

Attachment 1N, Hospice Criterion #5, Charity Care

Please provide specific examples of the historical needs assessments, outreach and educational programs and events, targeted events, community events, and train-the-trainer events that have been conducted by the applicant.

How many patients have requested assistance from the applicant's foundation historically?

What are the types of grants that will be leveraged for this expansion?

Response : The Applicant has applied the following strategy in its existing service area with success in meeting the needs of service area residents. Applicant is firmly committed to providing compassionate hospice care to all residents of the proposed service area counties (i.e. Cannon, Clay, Cumberland, DeKalb, Fentress, Jackson, Macon, Overton, Pickett, Putnam, Smith, Trousdale and White Counties), regardless of their ability to pay. Applicant recognizes this as a core responsibility of operating a hospice service. To support this, Applicant is developing a comprehensive plan for indigent care, and will use the Foundation dedicated to this mission.

a. Community Collaboration:

- **Partnership Identification:** Applicant has begun proactively identifying community-based organizations, including faith-based groups, social service agencies, and healthcare providers, that serve low-income populations and align with our mission.

- **Needs Assessment:** Applicant will work collaboratively with these organizations to perform a comprehensive needs assessment, pinpointing specific barriers to hospice access for indigent patients.
- **Outreach & Education:** Together with those partners, Applicant will develop culturally sensitive outreach and educational programs designed to increase awareness and understanding of hospice within underserved communities.

b. Outreach Strategies:

- **Targeted Events:** Collaborate with community partners to host health fairs and informational sessions in areas with high concentrations of indigent populations.
- **Train-the-Trainer Model:** In concert with our community educators, Applicant will equip leaders in community organizations with the knowledge and tools to educate their own members about hospice benefits and eligibility.

c. Fundraising for Indigent Care:

- **Dedicated Foundation:** Applicant's foundation will focus specifically on securing resources to support the non-clinical needs of indigent patients.
- **Community Events:** Organize fundraising events (e.g., walks, auctions, dinners) in collaboration with community partners, fostering awareness and support.

The assistance provided by the Foundation, which is a separate legal entity, is for non-clinical support and the Applicant anticipates that roughly 10% of patients have received support from the Foundation.

The Foundation, which is a separate legal entity, might apply for a grant to provide support for a patient (food, transportation, etc.), but that would be on a case-by-case basis.

18. 1N. Criteria and Standards

Attachment 1N, Hospice Criterion #6, Quality Control and Monitoring

Please provide comparative data for the applicant's hospice services as reported through CMS to other existing hospice agencies operating in the proposed service area.

Please respond to the 50% ownership portion of this criterion based on collective shared ownership of the applicant rather than individual percentages of each owner.

Response : Heart and Soul Hospice consistently demonstrates exceptional quality of care as measured by CMS standards, ensuring that patients and families receive comprehensive, compassionate, and timely support throughout the end-of-life journey. On the **Hospice Comprehensive Assessment Measure**, which evaluates whether all seven critical care processes are completed at admission—including pain assessment, shortness of breath

management, treatment preferences, and spiritual considerations—our hospice achieved a score of **92.8%**, surpassing the **national average of 92.2%**. This performance reflects our commitment to holistic care and active involvement of patients and caregivers in decision-making. While the Tennessee average is 98.6%, our results place us well above the national benchmark and demonstrate our dedication to continuous improvement.

Equally significant, our hospice earned a **perfect score of 10** on the **Hospice Care Index**, compared to a **national average of 8.8** and a **state average of 9.5**. This index encompasses ten indicators of quality care, including timely skilled nursing visits, appropriate discharge practices, and resource utilization. Achieving the highest possible score underscores our operational excellence and adherence to best practices, ensuring that patients receive the highest standard of care available.

Additionally, on the **Hospice Visits in the Last Days of Life** measure—which assesses whether patients received visits from a registered nurse or medical social worker on at least two of the final three days of life—our hospice scored **60.3%**, well above the **national average of 48.3%**. While the Tennessee average is 66.5%, our performance demonstrates strong support for patients and caregivers during the most critical time, ensuring comfort and dignity in the final days.

Compared to other hospice agencies operating in the proposed service area, our scores are highly competitive and often exceed both national and local benchmarks.

The Applicant has included CHAP accreditation for Heart and Soul Hospice of Florida, LLC and Heart and Soul Hospice of King County in Washington (state). (Attached to original CON application as Additional Document #2.) These are the 2 agencies that have completed the accreditation process thus far. There are no DOJ investigations or settlements for any of the hospice agencies for which there is common ownership.

19. 1N. Criteria and Standards

Attachment 1N, Hospice Criterion #14, Need Standard

Please respond to Criterion #17 with need projection data and remove this response, which is for residential hospice applicants.

The need formula appears to reflect outdated projections from the Department of Health. Please utilize the revised data file which will be provide to the applicant's point of contact via email to revise the response.

Response : The Applicant has revised the need standard information included in Attachment 1N and has included Attachment 1NR within the original CON Application.

The Applicant has revised the need standard information included in Attachment 1N and has included Attachment 1NR within the original CON Application.

Project Name : Heart and Soul Hospice, LLC

Supplemental Round Name : 2

Due Date : 12/12/2025

Certificate No. : CN2511-041

Submitted Date : 12/11/2025

1. 2E. Rationale for Approval

The response states that there is a need for 297 additional patients in the proposed service area. However, this figure does not include identified surplus counts. Please revise the figure in this response to reflect the cumulative total.

Response : When you consider the surplus counts, there is a net need for 277 patients. However, what should determine the need for additional services is the counties which have need. Just because there is a surplus in one county does not mean it should be used to reduce the need in another county. The patients in the counties that show a need deserve to have that need met and an additional provider approved.

Several members at the October HFC meeting during the discussion period for the Shalom and Heart N Soul applications commented that some areas are fairly saturated and use hospice more than any other part of the state, but what about the counties that do not have that, i.e. the counties that show a need for additional hospice services. The Applicant is seeking to meet the need for those counties which show a projected need based on the information provided by the Tennessee State Health Plan.

2. 1C. Transfer Agreements

What agreements does the applicant currently maintain for General Inpatient and Respite Care in its existing service area?

Does the applicant have any preliminary agreements in place for the 12 expansion counties being proposed?

Response : The Nashville office has 14 respite contracts:

Davidson County – Whitescreek, Trevecca, The McKendree, NHC Lakeshore Meadows, Richland Place, NHC Heartland, NHC Place at the Trace, Bethany, Stoneridge Health Care

Robertson County – Waters of Springfield

Sumner County – Waters of Gallatin, Westmoreland

Williamson County – NHC Coolsprings

Wilson County – Quality Center for Rehab and Healing

It has no current contracts for inpatient yet.

It does not have any preliminary agreements in place because the CON has not yet been granted. It is premature to request preliminary agreements until the CON is approved.

3. 2N. Service Area

Do any of the applicant's other hospice agencies that share common ownership cover a comparable geographically large and rural service area?

Is there any public data demonstrating equitable coverage of the full licensed service area for those regions served by affiliates of the applicant?

Please describe what the referenced culturally competent care represents specific to the proposed service area.

Response : Yes, the hospice agency in Tallahassee covers 8 counties, with 7 of them being rural. There is no data yet available since Medicare certification was not received until June 2025.

To the Applicant's knowledge, there is no public data demonstrating equitable coverage of the licensed service area for regions served by entities with common ownership with the Applicant.

The culturally competent care refers to all of the efforts that are made to ensure care is appropriately provided to those patients residing in rural areas. Both Robertson and Sumner counties are considered rural. There is no public data. Please see response to 1N. Criteria and Standards as to what the Applicant is currently doing in its rural service area.

4. 3N. Demographics

The data for Target Population Current Year 2025: Pickett County and Service Area Total require revision.

Response :

The data has been revised and an updated Chart 3NBR is included with these Supplemental Responses. In addition, the application has been revised where necessary.

5. 5N. Unimplemented services

Please revise Attachment 5NR for the following:

Alive Hospice - ID 19624: Total & % Change

Amedisys Hospice - ID 19604: 2022-2024.

Response : Attachment 5NR has been revised and a new Attachment 5NR has been included with these Supplemental Responses.

6. 1N. Criteria and Standards

Attachment 1N, Hospice Criterion #1, Adequate Staffing

Please provide specific examples of the applicant's historical community engagement activities, internship and

mentorship programs, and guest lectures in its existing service area.

What specific local community partners, churches, senior centers, federally qualified health centers, and minority serving organizations have been partnered with to increase awareness and access to hospice services?

The applicant's experience providing services to the counties contiguous to this expanded service area is noted. What experience does the applicant have in staffing rural counties across a service area of this size with hospice staff historically?

It is noted that there should be 0 contracted specialists in the staffing chart. Please provide context explaining the statement on Page 5 of Attachment 1N: *"Contracted Specialists: To ensure access to specialized care, Applicant has established a network of highly qualified, contracted professionals including a medical director, physical therapists, occupational therapists, speech therapists, and others, as needed."*

Response : Applicant maintains an internship program with Trevecca University.

- Efforts made in the community:
 - o Area Executive Director is on the Nashville One Committee – monthly meetings partnering with city officials to help shape city initiatives.
 - o Community Blood Drive
 - o 11th Annual Juvenile Spooktacular
 - o Jefferson Street Missionary Baptist Church
 - o 100 Black Men of Middle TN educational fair on hospice
 - o Vine Hill Community Towers – underserved population sponsoring and educating monthly NA/AA Meetings
 - o Partnering with Ascension Mammogram Mobile Unit to provide free mammogram screenings to Vine Hill, Wedgewood and Edge Hill Towers (underserved community)
 - o Wilson and Williamson County Mayors
 - o Urban League of Middle TN: Second Chance – speaking to Nashville residence seeking second employment chance
 - o Senior’s Got Talent – Morning Pointe of Brentwood
 - o Monthly Grief Support Group – Willow Springs
 - o Bi-yearly Heart’n Soul Memorial Services for past patient families and loved ones
 - o HNS Yearly Volunteer Appreciation Luncheon
 - o We Honor Vets Program – monthly veteran cafes within our ALF communities
 - o Attending and providing education in Senior Centers – over the last 12 months HNSH has provided 16 educational events and cosponsored 9.
 - o Including Capstone, Eaton Creek, Creekside, The Lodge, Traditions of Mill Creek, Harmony of Brentwood, Clarendale of Bellevue, Heart of Mary, Cloverland, Morning Pointe of Brentwood, Just Like Home, The Village
 - o Hickory Gardens – death and dying support group for staff
 - o Attending and providing education in hospitals and physician offices
 - o TriStar Stonecrest, General Hospital, Skyline, Ascension Rutherford, STW, Southern Hills, Williamson Medical, Heritage Medical
 - o Holiday activities in contracted facilities and ALFs/SNFs:

- o Monthly birthday celebrations
- o Thanksgiving – alongside New Hope Baptist church served food to veterans and Nashville affordable community housing – included pics
- o Trunk or Treats – Cedar Creek, Creekside
- o TN Operation Standdown – Pinned and celebrated 40 veterans
- o Partnered with facilities to provide Christmas Tree decorations for residents
- o Hot cocoa bars for facility staff and residents
- o Frequent involvement in Professional Network on Aging Activities – Trevecca University future RNs; Yearly hospice 101 at Brentwood Hills Church of Christ; Temple Church Yearly educational fair
- o Field Day Events: Ice Cream Days at multiple ALFs and SNFs
 - Involvement and coordination of services with federally funded clinics, community-based clinics, non-profits serving the underserved, low-income, and indigent community members
- o Matthew Walker
- o Room at the Inn
- o Nashville Rescue Mission
- o Vine Hill Towers
- o New Life Church - feed and provide weather essential supplies; empowering women for eternity, guest speaker Dr. Freddie Jenkins VA hospital, outpatient clinics, and veterans support offices

The Applicant currently partners with organizations such as the L.R. Dampier Surgery Center, Gastroenterology & Hepatology Associates, PLLC, Touching Hearts, Claiborne Hughes Nursing and Rehabilitation Center, The Advanced Care Group, Social Workers and Case Managers from Ascension, Helping Hearts, Williamson Health, Metro Center HealthCare Group, Assisted Living Locators, Belvedere Commons of Franklin, TriStar Centennial Medical Center, Iris Medical Group, AHC Cumberland, NP Housecalls, and Shorter Chapel AME Church.

The Applicant has more recently received letters of support from and partnered with the following to increase awareness and access to hospice services in the expansion counties: City of Sparta Fire, White County Executive Office, WyndRidge Health & Rehabilitation Center, Bailey Manor Assisted Living, American Red Cross (Tennessee Region), Waters of Gallatin, Waters of Smyrna, First Presbyterian Church of Cookeville, Cookeville Medical Clinic, Upper Cumberland Development District (Area Agency on Aging and Disability), This is Living Ministry, Putnam County Mayor's Office, and Generations Center of Spencer.

The Tallahassee service area of 8 counties is the closest to the size of this expanded service area and is rural. That provider has been successful in recruiting qualified staff by using word of mouth, social media, and job postings on job boards for the entire area. This program has been licensed for 11 months and at no time has staffing been an issue. Planning ahead is key to successful staffing.

The Applicant has such a network should it need to use contracted specialists. It does not anticipate using contracted specialists at this time, and has included FTEs for those positions elsewhere in the staffing chart.

7. 1N. Criteria and Standards

Attachment 1N, Hospice Criterion #2, Community Linkage Plan

Please provide specific examples of the community relationships established in Fayette and Tipton Counties.

Please attach the referenced Attachment 4NR - Letters of Support.

How long does the applicant expect it will take to establish contracts with local hospitals and inpatient facilities across the 12-county service area?

Response : In Fayette and Tipton Counties, the Applicant has relationships with the NAACP, as well as several physician groups (Hardy House and UT Regional One Physicians) and local hospitals (Methodist, Regional One and St. Francis). The Applicant routinely reaches out to senior centers, nursing homes and churches in underserved areas, to educate them and their constituents on the availability of services.

Attached (Attachment 4NR - Letters of Support) please find the letters of support which were provided with these supplemental responses on Thursday.

The Applicant anticipates that it would take anywhere from 3 to 9 months to establish contracts with local hospitals and inpatient facilities across the entire 12-county service area.

8. 1N. Criteria and Standards

Attachment 1N, Hospice Criterion #5, Charity Care

Please provide specific examples of the historical needs assessments, outreach and educational programs and events, targeted events, community events, and train-the-trainer events that have been conducted by the applicant.

Response : Please see above response to the question on historical community engagement activities and internships in 1N Criteria and Standards.

Project Name : Heart and Soul Hospice, LLC

Supplemental Round Name : 3

Certificate No. : CN2511-041

Due Date : 12/14/2025

Submitted Date : 12/12/2025

1. 1C. Transfer Agreements

How is GIP provided now in Nashville if there are no contracts?

Response : When a hospice agency does not have a full-time contract with a particular facility for GIP care, it does not mean the agency cannot provide those services. The hospice agency will enter into a one-time agreement with that facility to provide GIP services for a particular patient. Therefore, Heart and Soul has provided GIP services in the past and will do so in the future.

Project Name : Heart and Soul Hospice, LLC

Supplemental Round Name : 4

Certificate No. : CN2511-041

Due Date : 12/14/2025

Submitted Date : 12/12/2025

1. 1C. Transfer Agreements

It is noted that the applicant intends to utilize one-time agreements with facilities for general inpatient care rather than full-time contracts. The applicant states that it has therefore provided GIP services in the past and will do so in the future.

It doesn't appear that any general inpatient care has been reported by the applicant under any payor source in the 2024 JAR. Does the applicant have experience with other licensed hospice agencies utilizing one-time contracts for GIP outside of its existing service area? Has the applicant been able to execute these one-time contracts in a timely fashion in compliance with CMS CoP? Does the applicant intend to establish anything more than one-time agreements in the future?

Response : The Applicant previously misspoke. While it is okay to have one-time contracts, the Applicant has GIP contracts. The facilities listed for respite contracts also have GIP contracts. However, no GIP care was requested in 2024.