

1  
**HEALTH FACILITIES COMMISSION**  
**FEBRUARY 25, 2026**  
**APPLICATION REVIEW**

NAME OF PROJECT: Heart N Soul Hospice Memphis

PROJECT NUMBER: CN2511-043

ADDRESS: 1255 Lynnfield Road, Suite 258  
Memphis (Shelby County), TN 38119

LEGAL OWNER: Heart N Soul Hospice of Memphis LLC  
1255 Lynnfield Road, Suite 258  
Memphis (Shelby County), TN 38119

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 addition of 8 counties to an existing hospice license

---

## **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 addition of the West Tennessee counties of Chester, Crockett, Dyer, Hardeman, Haywood, Lake, Lauderdale and Madison Counties to the applicant's existing 3-county hospice service area (Fayette, Shelby, Tipton) under license #631. The existing address of the applicant is 1255 Lynnfield Road, Memphis (Shelby County), Tennessee 38119.

*Note to Commission members: Lake County is included in the applicant's proposed service area but is exempt from Certificate of Need requirements due to its status as a county designated as economically distressed eligible by the Department of Economic and Community Development pursuant to TCA 67-6-104 that also does not have a hospital that is actively licensed by the Tennessee Health Facilities Commission. For FY2026, those counties are Grundy and Lake Counties.*

### **Executive Summary**

- If approved, the proposed project will begin providing services in the proposed eight-county service area in April 2026.
- The applicant's owners share common ownership in, and operational oversight of a separate Tennessee based entity, Heart and Soul Hospice, LLC (license #624) licensed in Davidson, Robertson, Rutherford, Sumner Williamson and Wilson Counties. Those owners are David Turner, Andre L. Lee and Reverand Sandy McClain, and Tracy Wood.
- The applicants' owners also share ownership to varying degrees in hospice agencies in Seattle and Tacoma, Washington, and Tallahassee, Miami, and Fort Myers, Florida. They also have a CON application pending in Pensacola, Florida.
- There are 12 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 health 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. The applicant projects that 85% - 90% of hospice care will be provided as Routine Home Care, 3% - 5% as Respite Care, 2% - 3% as Continuous Home Care, and 1% - 2% as General Inpatient Care.
- The applicant identifies (10) agencies in the region that it contracts with currently for GIP and Respite Care including Regional One Hospital in Memphis as well as (6) pending agencies. See Supplemental #1, Question 20, Pages 17 & 18.
- 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 1255 Lynnfield Road, Suite 258, Memphis (Shelby County), TN 38119. No patient care will be provided on the premises.
- The project site is currently being leased from the landlord, Lynnfield Office Project, LLC, to Heart and Soul Hospice Memphis LLC. See Attachments 9A Lease Agreement and 10.A. Floor Plan.

### **Ownership**

The applicant is owned by Heart N Soul Hospice of Memphis LLC. 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.

### **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:

- Six of the proposed service area counties individually demonstrate a need: Chester County (3), Crockett County (4), Hardeman County (11), Haywood County (8), Lake County (7), and Lauderdale County (8). These counties combined represent a cumulative additional need of (41). The other two counties, which are the most populated in the service area, do not demonstrate a need: Dyer County (-73) and Madison County (-177). The applicant states that because these two counties without a demonstrated need are adjacent to the existing service area, and/or to the other proposed counties in the service area, they should be considered reasonable and operationally appropriate to include them in this project.
- The applicant states that there are inequities in the care received by end-of-life patients in the proposed service area which are largely rural. The applicant cites its experience successfully serving patients across a rural service area of eleven counties based around the Tallahassee FL area. Limited provider options and choice of care models, lack of awareness or education about hospice services and cultural or linguistic barriers to accessing care are cited by the applicant as the

**HEART N SOUL HOSPICE MEMPHIS**

**CN2511-043**

**FEBRUARY 25, 2026**

**Page 3**

primary barriers to accessing hospice services among residents of rural areas. The applicant does not define specific minority populations within the service area that it seeks to serve.

- The applicant cites the experience of its principals in performing successful community outreach to underserved communities through its existing hospice operations in Tennessee.
- The applicant states that it has experienced significant growth in its services within its existing three service area counties since becoming Medicare Certified in June 2025. The applicant states that it provided free care to (58) patients prior to becoming Medicare Certified (December 2024 - June 2025) and served an additional (51) patients from (June 2025 - November 2025). The applicant did not receive TennCare Certification until November 15, 2025.

*Note to Commission members: The applicant's original application for its existing three county service area: Shelby, Fayette and Tipton County focused on the African American population as being underserved. For this application the applicant states that it has not considered whether the underserved population in the proposed expansion service area is significantly African American because the state need formula shows a need regardless of any specific population and it was therefore not necessary to examine the population in that level of detail. See Supplemental #1, Question 27, Page 22.*

*(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 #17. **Need Formula: "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 Statewide Median Hospice Penetration Rate (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) if 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."** *This project proposes to initiate hospice services in an eight-county service area - Chester, Crockett, Dyer,*

**HEART N SOUL HOSPICE MEMPHIS**

**CN2511-043**

**FEBRUARY 25, 2026**

**Page 4**

*Hardeman, Haywood, Lake, Lauderdale, and Madison Counties, which cumulatively show a surplus capacity of (209) hospice admissions according to the standard of 80% of the Statewide Median Hospice Penetration Rate (SMHPR).*

*Six of the counties show a need: Chester County (3), Crockett County (4), Hardeman County (11), Haywood County (8), Lake County (7), and Lauderdale County (8) represent a cumulative additional need of (41).*

*The overall surplus for the eight-county service area is a result of Madison County (-177), and Dyer County (-73), representing Hospice Penetration Rates above the 80% standard. When the surplus of Madison and Dyer Counties (177 + 73 = 250 surplus) subtracted from the need projected in Chester, Crockett, Hardeman, Haywood, Lake and Lauderdale Counties (3 + 4 + 11 + 8 + 7 + 8 = 41 need) the result is an overall surplus of (209) for the combined service area. **See Attachment 1.N. Hospice Services Standards and Criteria, Pages 14-16.***

*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 Chester, Crockett, Dyer, Hardeman, Haywood, Lake, Lauderdale, and Madison 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 %
Chester	17,587	17,696	5,627	5,844	3.86%	\$60,543	15.6%	20.34%
Crockett	14,140	14,078	4,829	4,876	0.97%	\$59,049	14.8%	24.46%
Dyer	36,844	36,856	12,106	12,218	0.93%	\$54,973	17.9%	27.07%
Hardeman	24,487	24,165	7,936	7,764	-2.17%	\$46,173	17.3%	26.97%
Haywood	16,437	15,960	6,065	6,094	0.48%	\$43,513	22.8%	29.03%
Lake	6,877	6,820	1,999	1,933	-3.30%	\$30,500	32.3%	26.79%
Lauderdale	25,343	25,193	7,699	7,618	-1.05%	\$49,205	18.7%	27.49%
Madison	98,902	99,138	37,718	33,420	-11.39%	\$58,702	20.3%	24.84%
<b>Service Area Total</b>	<b>259,810</b>	<b>259,335</b>	<b>83,979</b>	<b>79,767</b>	<b>-5.02%</b>	<b>\$50,332</b>	<b>17.9%</b>	<b>23.77%</b>
<b>Tennessee Total</b>	<b>7,179,307</b>	<b>7,380,696</b>	<b>2,248,128</b>	<b>2,352,051</b>	<b>4.62%</b>	<b>\$67,631</b>	<b>14.0%</b>	<b>19.65%</b>

*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 (-5.02%) which is below the statewide rate of (4.62%).
- The latest 2025 percentage of (23.8%) of service area residents enrolled in the TennCare program is higher than the (19.6%) statewide average. Of the eight

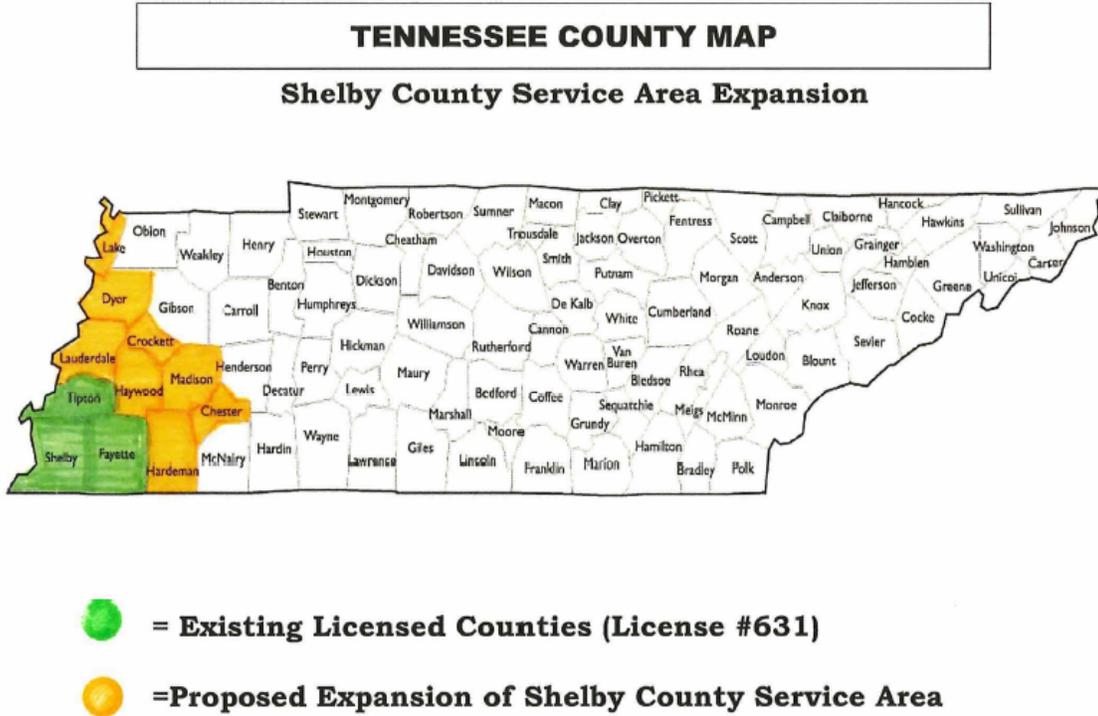
**HEART N SOUL HOSPICE MEMPHIS**

**CN2511-043**

**FEBRUARY 25, 2026**

**Page 5**

proposed service area counties, none have a TennCare program enrollment rate below the statewide average.



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

- Utilization for the (12) 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
AccentCare Hospice & Palliative Care of TN, LLC	79716	0	0	0	0	0.00%
Amedisys Hospice Care	79646	34	1	10	45	-70.59%
Aseracare Hospice – McKenzie	09645	354	382	433	1,169	22.32%
Avalon Hospice	19694	538	617	564	1,719	4.83%
Baptist Hospice Union City	66605	40	27	30	97	-25.00%
Baptist Memorial Home Care & Hospice	09625	0	0	5	5	NA
Baptist Trinity Home Care & Hospice	79616	0	0	0	0	0.00%
Caris Healthcare	24606	58	63	96	217	65.52%
Compassus - Memphis	79686	12	6	8	26	-33.33%
Hospice of West Tennessee	57605	424	416	425	1,265	0.24%
Legacy Hospice of the South	55605	25	30	66	121	164.00%
Tennessee Quality Hospice	57615	186	200	161	547	-13.44%
<b>TOTAL</b>		<b>1,671</b>	<b>1,742</b>	<b>1,798</b>	<b>5,211</b>	<b>7.60%</b>

Source: CN2511-043, Application, Attachment 5N

- From 2022-2024 three hospice agencies represented (79.6%) of the total volume of hospice patients residing in the service area.
- The three highest volume providers were Avalon Hospice – ID 19694 (1,719 patients served – 32.9% of total patients from the service area); Hospice of West Tennessee – ID 57605 (1,265 patients served – 24.2% of total patients from the service area); and Aseracare Hospice – McKenzie – ID 09645 (1,169 patients served – 22.4% of total patients from the service area).
- The number of patients receiving hospice services has increased by (7.6%) 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 Memphis**

<b>Service Area County</b>	<b>Historical Utilization Year 1 (2025)</b>	<b>Total Patients %</b>
Shelby	48	94.1%
Tipton	2	3.9%
Fayette	1	2.0%
<b>Total</b>	<b>51</b>	<b>100%</b>

Source: CN2511-043, Application, Page 11

- 94.1% of the applicant’s historical patient utilization originated from Shelby County. Only 3 of 51 total patients were residents of Tipton or Fayette Counties.

#### **Projected Utilization – Heart and Soul Hospice Memphis**

<b>Service Area County</b>	<b>Projected Utilization Year 1 (2026)</b>	<b>Total Patients %</b>
Hardeman	15	23.1%
Haywood	11	16.9%
Lauderdale	11	16.9%
Lake	10	15.4%
Crockett	6	9.2%
Chester	5	7.7%
Madison	5	7.7%
Dyer	2	3.1%
<b>Total</b>	<b>65</b>	<b>100%</b>

Source: CN2511-043, Application, Page 11

- The applicant projects that (72.3%) patient utilization will originate from a combination of Hardeman County (23.1%), followed by Haywood County (16.9%); Lauderdale County (16.9%); and Lake County (15.4%).

- The applicant states that its average of total days per patient has been 55 days and therefore projects that its projected average will be between 55-60 days per patient on average for this project.

*Note to Commission members: There are no CMS Quality Measures available for the applicant's hospice agency in its current service area. The applicant's affiliate agency in Middle Tennessee reports the percentage of hospice patients by setting as: Assisted Living facility (58%), nursing facility (8%) and (33%) being in-home hospice patients. The applicant states that it does not believe that these historical percentages will exactly mirror the distribution of the proposed service area.*

## **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 #12, Pages 11 - 12.

- 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.

	<b>Projected Data Chart</b>	
	<b>Year 1</b>	<b>Year 2</b>
Gross Charges	\$6,617.47	\$6,422.38
Deduction from Revenue	\$231.61	\$224.78
Average Net Charges	\$6,385.86	\$6,197.60

Source: CN2511-043, 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)
Aseracare Hospice-McKenzie	09645	119,198	\$11,722,796	\$98
Baptist Memorial Home Care & Hospice	09625	8,983	\$1,355,051	\$151
*Avalon Hospice	19694	667,639	\$66,938,991	\$100
Hospice of West Tennessee	57605	15,533	\$4,731,450	\$305
Tennessee Quality Hospice	57615	71,783	\$17,435,707	\$243
Legacy Hospice of the South	55605	17,738	\$3,905,029	\$220
AccentCare Hospice & Palliative Care of TN, LLC	79716	2,962	\$1,119,492	\$378
Caris Healthcare	24606	32,722	\$4,443,085	\$136
Baptist Trinity Home Care & Hospice	79616	44,114	\$5,877,986	\$133
Baptist Hospice Union City	66605	11,246	\$1,405,089	\$125
Compassus- Memphis	79686	26,531	\$4,824,631	\$182
Amedisys Hospice Care	79646	18,278	\$1,953,665	\$107
<b>Heart N Soul Hospice Memphis</b>	<b>79946</b>	<b>1,567</b>	<b>\$325,134</b>	<b>\$207.48</b>
<b>Total</b>		<b>1,036,727</b>	<b>\$125,712,972</b>	<b>\$121</b>

Source: CN2511-043, Application, Attachment 9C

- The applicant's projected Net Revenue per Patient Day in Year One is higher (\$207.48) than all but four other providers in the service area based upon the 2024 JAR data and below the average rate of all service area providers (\$121). 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
Aseracare Hospice-McKenzie	09645	\$155	\$500	\$950	\$427
Baptist Memorial Home Care & Hospice	09625	\$166	\$500	\$973	\$446
*Avalon Hospice	19694	\$193	\$1,368	\$1,016	\$452
Hospice of West Tennessee	57605	\$186	\$1,020	\$980	\$446
Tennessee Quality Hospice	57615	\$183	\$1,293	\$970	\$432
Legacy Hospice of the South	55605	\$169	\$1,330	\$999	\$445
AccentCare Hospice & Palliative Care of TN, LLC	79716	\$152	\$1,354	\$1,014	\$452
Caris Healthcare	24606	\$192	\$1,354	\$1,015	\$452
Baptist Trinity Home Care & Hospice	79616	\$168	\$500	\$636	\$356
Baptist Hospice Union City	66605	\$165	\$500	\$972	\$436
Compassus- Memphis	79686	\$218	\$1,565	\$1,145	\$508
Amedisys Hospice Care	79646	\$161	\$500	\$500	\$434
<b>Heart N Soul Hospice Memphis</b>	<b>79946</b>	<b>\$188</b>	<b>\$982</b>	<b>\$1,099</b>	<b>\$490</b>
<b>Total</b>		<b>\$176</b>	<b>\$1,508</b>	<b>\$931</b>	<b>\$441</b>

Source: CN2511-043, Application, Attachment 9C, JAR 2024 - Schedule D

- The applicants' reported Medicare Per Diem Rates for Routine Home Care in Year One are higher (\$188) than reported per diem average of other area providers in 2024 (\$176). 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
<b>Year 1</b>	78.0%	18.0%	3.0%	1.0%	0.0%	100%	1.0%

Source: CN2511-043, 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.
- The applicant operates a charitable foundation as a separate legal entity aiding patients in the form of non-clinical support. The applicant anticipates that approximately 10% of patients have received support from this foundation to date.

**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	6.25
Non-Patient Care Positions	2.0
Contractual Staff	0.0
<b>Total</b>	<b>8.25</b>

Source: CN2511-043, Application, Page 26.

- Direct Care positions in Year One of the project include the following: Hospice Aide/Homemaker (2.0 FTEs); Nurse, RN (2.0 FTEs); Social Worker (0.75 FTE); LPN/Health Coordinator (0.50 FTE); Clinical Director / Assistant Director (0.25 FTE); Medical Director (0.25 FTE); Chaplain (0.25 FTE); and Bereavement Coordinator (0.25 FTE).
- Non-Patient Care positions include the following: Office Manager (0.5 FTE); Office Personnel (0.5 FTE); Administration (0.5 FTE); Volunteer Coordinator (0.25 FTE); and Nutritionist / Dietician (0.25 FTE).
- The hospice operations will be supported by a Senior Clinical Director overseeing compliance, quality of care and performance standards.

- 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 will add additional clinical managers, RNs, hospice aides and other support staff as the program expands.
- The applicant states that its direct care staff will be located within a 60-mile radius of the counties they are responsible for covering.
- 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:

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

Source: CN2511-043, 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 has not yet submitted data to CMS reporting family caregiver survey or quality of patient care measures. It expects to do so for 2025 in early 2026.
- 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

<b>Project Name</b>	<b>Heart N Soul Hospice of East Tennessee Corp., CN2507-027D</b>
<b>Project Cost</b>	<b>\$220,000</b>
<b>Denied Date</b>	October 22, 2025
<b>Description</b>	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%).
<b>Reason for Denial</b>	Project did not satisfy the need standard.

Pending Applications

<b>Project Name</b>	<b>Heart and Soul Hospice, LLC, CN2511-041</b>
<b>Project Cost</b>	<b>\$48,000</b>
<b>Meeting Date</b>	February 25, 2026
<b>Description</b>	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. 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%).

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

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

TPP (2/15/2026)

# **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"**<sup>1</sup> shall have that meaning set forth in Tennessee Code Annotated

---

<sup>1</sup> The Division recognizes the Guidelines for Growth's statement that "the purpose of residential hospice facilities is

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 'N Soul Hospice Memphis ("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 Shelby, Tipton and Fayette Counties. It is seeking to expand to include eight additional counties: Chester, Crockett, Dyer, Hardeman, Haywood, Lake, Lauderdale and Madison Counties. The administrative parent office is located in leased space in Memphis (Shelby 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 services.

---

not to replace home care hospice services, but rather to provide an option to those patients who cannot be adequately cared for in the home setting." The Division also recognizes that Residential Hospice and Hospice providers may in fact provide the same 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 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 in Chester, Crockett, Dyer, Hardeman, Haywood, Lake, Lauderdale and Madison Counties. Applicant currently serves the three 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 currently operates in the West Tennessee market. 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 expanding 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 County. 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: \$192.39; Continuous Care: \$56.40/hour; Inpatient Respite: \$451.96; and General Inpatient: \$1014.40. 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:** Community leaders, including ministers, 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 service area 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. Chester, Crockett, Dyer, Hardeman, Haywood, Lake, Lauderdale and Madison 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 its 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:

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

**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.

**Response:** 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 341 patients. The Applicant does not anticipate serving more than a few patients in Dyer County, which is the only county not showing a need. While the Applicant could have chosen not to include Dyer County in the proposed service area, the definition of service area included in number 15 below references county or “contiguous counties”. Thus, Dyer County is included because it is contiguous to the proposed service area and separates most of the service area from Lake County, which shows a need. Thus, it does not make sense to exclude Dyer County from the service area as you have to pass through Dyer County to get to Lake County. Lake County does not require a CON because it is underserved. Geographically, it also makes sense to include Madison County even though there is no need shown. It separates Chester and Crockett Counties and geographically rounds out the service area. Additionally, it contributes to the ability of physicians who see patients in all three (3) of these counties to refer patients to one (1) provider.

	Hospice Penetration Rate	Hospice Penetration Rate and Need (Surplus) (80%)	Hospice Penetration Rate and Need (Surplus) 85%
Chester	0.495	3	10
Crockett	0.489	4	11
Dyer	0.664	(73)	(58)
Hardeman	0.478	11	22
Haywood	0.474	8	15
Lake	0.433	7	10
Lauderdale	0.484	8	18
Madison	0.223	(177)	(142)

*Source: 2022-2023 Hospice Rates and Projected Need.*

**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:** Not applicable.

- 12. Continuum of Care Regarding the Expansion from Non-Residential 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:** Currently<sup>2</sup>, 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 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

---

<sup>2</sup> As of January 9, 2015.

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 #14 and Criteria #17. As you can see from the criteria and standards, there is a need for an additional 41 patients in the service area in the counties for which a need is shown. The Applicant is seeking to meet this need, and preference is to be given to applicants that are trying to do so.

**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						
<b>Tennessee</b>	<b>50,301</b>	<b>51,563</b>	<b>50,932</b>	<b>75,416</b>	<b>70,170</b>	<b>72,793</b>	<b>0.700</b>	<b>(13,722)</b>	<b>(11,396)</b>

**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, 9<sup>th</sup> Floor, Nashville, TN 37243

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

Phone: 615-741-2364

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

**LETTER OF INTENT**

The Publication of Intent is to be published in The Chester County Independent, which is a newspaper of general circulation in Chester County; the Crockett County Times, which is a newspaper of general circulation in Crockett County; The State Gazette, which is a newspaper of general circulation in Dyer County; The Bulletin-Times, which is a newspaper of general circulation in Hardeman County; The Brownsville States-Graphic, which is a newspaper of general circulation in Haywood County; The Lake County Banner, which is a newspaper of general circulation in Lake County; The Lauderdale County Enterprise, which is a newspaper of general circulation in Lauderdale County; and The Jackson Sun, which is a newspaper of general circulation in Madison 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 N Soul Hospice Memphis, a/an Hospice Agency owned by Heart N Soul Hospice of Memphis 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 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 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.

<u>Kim Looney</u>	<u>11/14/2025</u>	<u>kim.looney@klgates.com</u>
<b>Signature of Contact</b>	<b>Date</b>	<b>Contact’s Email Address</b>

The Letter of Intent must be received between the first and the fifteenth day of the month. If the last day for filing is a Saturday, Sunday, or State Holiday, filing must occur on the next business day. Applicants seeking simultaneous review must publish between the sixteenth day and the last day of the month of publication by the original applicant.

The published Letter of Intent must contain the following statement pursuant to T.C.A. §68-11-1607 (c)(1). (A) Any healthcare institution wishing to oppose a Certificate of Need application must file a written notice with the Health Facilities Commission no later than fifteen (15) days before the regularly scheduled Health Facilities Commission meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application may file a written objection with the Health Facilities Commission at or prior to the consideration of the application by the Commission, or may appear in person to express opposition. Written notice of opposition may be sent to: Health Facilities Commission, Andrew Jackson Building, 9th Floor, 502 Deaderick Street, Nashville, TN 37243 or email at [hsda.staff@tn.gov](mailto:hsda.staff@tn.gov) .



**State of Tennessee  
Health Facilities Commission**

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

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

Phone: 615-741-2364

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

## **PUBLICATION OF INTENT**

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

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

This is to provide official notice to the Health Facilities Commission and all interested parties, in accordance with T.C.A. §68-11-1601 et seq., and the Rules of the Health Facilities Commission, that Heart N Soul Hospice Memphis, a/an Hospice Agency owned by Heart N Soul Hospice of Memphis 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 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 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.

The published Letter of Intent must contain the following statement pursuant to T.C.A. §68-11-1607 (c)(1). (A) Any healthcare institution wishing to oppose a Certificate of Need application must file a written notice with the Health Facilities Commission no later than fifteen (15) days before the regularly scheduled Health Facilities Commission meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application may file a written objection with the Health Facilities Commission at or prior to the consideration of the application by the Commission, or may appear in person to express opposition. Written notice of opposition may be sent to: Health Facilities Commission, Andrew Jackson Building, 9th Floor, 502 Deaderick Street, Nashville, TN 37243 or email at [hsda.staff@tn.gov](mailto:hsda.staff@tn.gov) .

**ORIGINAL**  
**APPLICATION**



**State of Tennessee  
Health Facilities Commission**

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

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

Phone: 615-741-2364

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

## CERTIFICATE OF NEED APPLICATION

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

Heart N Soul Hospice Memphis

**Name**

1255 Lynnfield Road, Suite 258

Shelby County

**Street or Route**

**County**

Memphis

Tennessee

38119

**City**

**State**

**Zip**

[www.heartnsoulhospice.com](http://www.heartnsoulhospice.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](mailto: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:** All publication notices were published between November 12, 2025 and November 13, 2025. Attachment 3A has the executed affidavit from the Tennessee Press Service, the paid invoice as well as the e-tears from all notices.

---

**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 N Soul Hospice of Memphis LLC

---

**Name**

1255 Lynnfield Road, Suite 258

---

901-256-8921

---

**Street or Route**

**Phone Number**

Memphis

---

Tennessee

---

38119

---

**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. Attachment 7A includes 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 lease.

**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 easily accessible to staff should they have to go into the office. The hospice clinical staff travel 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 Shelby, Fayette and Tipton Counties in West Tennessee. It is seeking to add hospice services in Chester, Crockett, Dyer, Hardeman, Haywood, Lake, Lauderdale and Madison 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:** The proposed service area includes Chester, Crockett, Dyer, Hardeman, Haywood, Lake, Lauderdale and Madison Counties. Heart 'N Soul Hospice Memphis is already licensed in Shelby, Tipton and Fayette 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 8.75 staffing, and anticipates additional staffing of 6.25 direct patient care positions and 2.0 non-direct patient care positions in the first year of operation for a total of 8.25 additional staff.

---

## 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 residents of Chester, Crockett, Hardeman, Haywood, Lake, and Lauderdale Counties. Only Dyer and Madison Counties do not show a need for additional services. As these counties are adjacent to the existing service area, and/or to the other proposed counties in the service area, it makes sense from an operational standpoint for Dyer and Madison County 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 through its existing agency located in Shelby County. 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 ‘N 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 ‘N 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 ‘N 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 its service area without discrimination and has 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 patients based on the median 80% hospice penetration rate. The Applicant anticipates serving only minimal numbers of patients in Dyer and Madison Counties for which no need is shown. As stated elsewhere, Dyer and Madison Counties are included because they are contiguous to and split the proposed service area. 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 ‘N 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 West Tennessee.

---

○ Affordability

**RESPONSE:** The charges for Heart ‘N Soul Hospice are comparable to the charges for the other 12 hospice agencies serving the proposed service area.

---

### 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)	<b>TOTAL</b>	\$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 1NR (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 Chester, Crockett, Dyer, Hardeman, Haywood, Lake, Lauderdale, and Madison Counties. The Applicant believes this service area is reasonable because these counties are contiguous to its existing service area counties. In addition, this proposed service area is underserved. Except for Dyer and Madison Counties, there is a need in every other county in the proposed service area. Madison County is included because it connects Chester and Crockett Counties and rounds out the service area geographically. The Applicant anticipates receiving a minimal number of Madison County referrals for Madison County patients because it anticipates that many of the physicians also serve Crockett and Chester Counties. Dyer County is included because it is adjacent to the other counties proposed and in between those counties and Lake County, which is the most northwestern county in Tennessee. 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 = 2025)	% of Total
Tipton	2	3.92%
Shelby	48	94.12%
Fayette	1	1.96%
Total	51	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
Hardeman	15	23.08%
Dyer	2	3.08%
Lake	10	15.38%
Chester	5	7.69%
Crockett	6	9.23%
Haywood	11	16.92%
Lauderdale	11	16.92%
Madison	5	7.69%
Total	65	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 persons below the poverty level range from 14.8% in Crockett County to 32.3% in Lake County, with an average of 17.9%, almost 30% higher than the state average of 14.0%. The proposed service area also has a higher percentage of TennCare patients at 23.77% compared to the state average of 19.65%. The percentage of TennCare patients ranges from 20.34% in Chester County to 29.03% in Haywood County.

These statistics support the need for Heart N Soul Hospice 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 than the state. Even though the target population is declining, there is a significant percentage of elderly people.

---

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

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

**RESPONSE:**

Please see Attachment 3N.BR

---

- 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 service 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 Chester, Crockett, Dyer, Hardeman, Haywood, Lake, Lauderdale and Madison 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 table attached as Attachment 5NR for utilization in the service area. The number of patients served grew from 1,671 in 2022 to 1,798 in 2024, or an increase of 7.06%. The Applicant anticipates serving 65 patients in the first year of operation and 80 patients in the second year of operation. This utilization should have little to no effect on existing providers and will provide increased access to underserved service area residents of an important health care service.

- 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 41 patients at 80% penetration rate and 86 patients at 85% penetration rate in the counties in the proposed service area. It included Dyer and Madison Counties in the proposed service area because they are adjacent to the counties in the proposed service area. Although there is no need shown for Dyer and Madison Counties, it is reasonable to expect that the Applicant may receive referrals for these counties. It anticipates meeting the need in the first year for the counties of Chester, Crockett, Hardeman, Haywood, Lake and**

Lauderdale, as well as serving patients who are not currently being served for a need for 65 patients. Thus, the need in the first year of operation is 65 patients. The applicant anticipated that it would ramp up utilization in the second year of operation by about 23%, for an increase to 80 patients in the second year of operation. Applicant feels this was a reasonable projection and projected increase.

	2023	2024	2025	2026	2027
<b>Proposed service area counties</b>	0	0	0	65	80
<b>Total Service Area</b>	0	0	51	215	255

---

- 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.**

**Attachment 4NR 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 6.25 additional 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 for these agencies. 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.

---



## HISTORICAL DATA CHART

- Total Facility  
 Project Only

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

	Year 1	Year 2	Year 3
	2023	2024	2025
A. Utilization Data			
Specify Unit of Measure <u>Patients</u>	0	0	51
B. Revenue from Services to Patients			
1. Inpatient Services	\$0.00	\$0.00	\$0.00
2. Outpatient Services	\$0.00	\$0.00	\$336,926.43
3. Emergency Services	\$0.00	\$0.00	\$0.00
4. Other Operating Revenue (Specify) _____	\$0.00	\$0.00	\$0.00
<b>Gross Operating Revenue</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$336,926.43</b>
C. Deductions from Gross Operating Revenue			
1. Contractual Adjustments	\$0.00	\$0.00	\$6,738.54
2. Provision for Charity Care	\$0.00	\$0.00	\$3,369.26
3. Provisions for Bad Debt	\$0.00	\$0.00	\$1,684.63
<b>Total Deductions</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$11,792.43</b>
<b>NET OPERATING REVENUE</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$325,134.00</b>

## 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>	65	80
B. Revenue from Services to Patients		
1. Inpatient Services	\$0.00	\$0.00
2. Outpatient Services	\$430,135.55	\$513,790.40
3. Emergency Services	\$0.00	\$0.00
4. Other Operating Revenue (Specify) _____	\$0.00	\$0.00
<b>Gross Operating Revenue</b>	<b>\$430,135.55</b>	<b>\$513,790.40</b>
C. Deductions from Gross Operating Revenue		
1. Contractual Adjustments	\$8,602.71	\$10,275.81
2. Provision for Charity Care	\$4,301.36	\$5,137.90
3. Provisions for Bad Debt	\$2,150.68	\$2,568.95
<b>Total Deductions</b>	<b>\$15,054.75</b>	<b>\$17,982.66</b>

NET OPERATING REVENUE

\$415,080.80\$495,807.74

## PROJECTED DATA CHART

- Total Facility  
 Project Only

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

	<b>Year 1</b>	<b>Year 2</b>
	<u>2026</u>	<u>2027</u>
A. Utilization Data		
Specify Unit of Measure <u>Patients</u>	<u>215</u>	<u>255</u>
B. Revenue from Services to Patients		
1. Inpatient Services	<u>\$0.00</u>	<u>\$0.00</u>
2. Outpatient Services	<u>\$1,422,756.05</u>	<u>\$1,637,706.90</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>
<b>Gross Operating Revenue</b>	<u>\$1,422,756.05</u>	<u>\$1,637,706.90</u>
C. Deductions from Gross Operating Revenue		
1. Contractual Adjustments	<u>\$28,455.12</u>	<u>\$32,754.14</u>
2. Provision for Charity Care	<u>\$14,227.56</u>	<u>\$16,377.07</u>
3. Provisions for Bad Debt	<u>\$7,113.78</u>	<u>\$8,188.53</u>
<b>Total Deductions</b>	<u>\$49,796.46</u>	<u>\$57,319.74</u>
<b>NET OPERATING REVENUE</b>	<u>\$1,372,959.59</u>	<u>\$1,580,387.16</u>

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

**Project Only Chart**

	Previous Year to Most Recent Year	Most Recent Year	Year One	Year Two	% Change (Current Year to Year 2)
<b>Gross Charge</b> ( <i>Gross Operating Revenue/Utilization Data</i> )	\$0.00	\$0.00	\$6,617.47	\$6,422.38	0.00
<b>Deduction from Revenue</b> ( <i>Total Deductions/Utilization Data</i> )	\$0.00	\$0.00	\$231.61	\$224.78	0.00
<b>Average Net Charge</b> ( <i>Net Operating Revenue/Utilization Data</i> )	\$0.00	\$0.00	\$6,385.86	\$6,197.60	0.00

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

**RESPONSE:**

**The current charges are listed above. The applicant anticipates net operating revenue of \$415,080.80 in the first year of operation of the project and net operating revenue of \$495,807.74 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 proposed net charge for 2026 of \$207.48 compares favorably to other service area hospice agencies.**

---

- 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	\$335,505.73	78.00	\$400,756.52	78.00
TennCare/Medicaid	\$77,424.40	18.00	\$92,482.27	18.00
Commercial/Other Managed Care	\$12,904.07	3.00	\$15,413.71	3.00
Self-Pay	\$4,301.35	1.00	\$5,137.90	1.00
Other(Specify)	\$0.00	0	\$0.00	0
<b>Total</b>	\$430,135.55	100%	\$513,790.40	100%
Charity Care	\$4,301.36		\$5,137.90	

*\*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 (78%). The applicant also anticipates that 18% 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	00000631
Certification	<input checked="" type="checkbox"/> Medicare <input checked="" type="checkbox"/> TennCare/Medicaid <input type="checkbox"/> Other _____	Active Active	441610 Q108020
Accreditation(s)	CHAP – Community Health Accreditation Partner	Active	3010221

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
<b>A. Direct Patient Care Positions</b>		
Social Worker	1.00	0.75
Clinical Director/Assistant Director	1.00	0.25
RN Position 1	2.00	2.00
LPN	0.00	0.50
Nurse Practitioner	0.25	0.00
Chaplain	0.50	0.25
Hospice Aides	2.00	2.00
Medical Director	0.00	0.25
Bereavement Counselor	0.00	0.25
<b>Total Direct Patient Care Positions</b>	6.75	6.25

<b>B. Non-Patient Care Positions</b>		
Admin Position 1	1.00	0.50
Receptionist/Office Manager Position 2	0.50	0.50
Office Personnel	0.00	0.50
Nutritionist/Dietician	0.00	0.25
Volunteer Coordinator	0.50	0.25
<b>Total Non-Patient Care Positions</b>	2	2
<b>Total Employees (A+B)</b>	8.75	8.25

<b>C. Contractual Staff</b>		
Contractual Staff Position	0.00	0.00
<b>Total Staff (A+B+C)</b>	8.75	8.25

## **DEVELOPMENT SCHEDULE**

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

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

### **PROJECT COMPLETION FORECAST CHART**

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

<b>Phase</b>	<b>Days Required</b>	<b>Anticipated Date (Month/Year)</b>
1. Initial HFC Decision Date		02/25/26
2. Building Construction Commenced		02/24/26
3. Construction 100% Complete (Approval for Occupancy)		02/24/26
4. Issuance of License	30	03/26/26
5. Issuance of Service	45	04/10/26
6. Final Project Report Form Submitted (Form HR0055)	90	05/25/26

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 N Soul Hospice of Memphis LLC** appeared in the following newspapers on the dates listed here and on the enclosed invoice A25.7332.

Alamo – The Crockett County Times – Crockett County  
 11/12/2025

Bolivar – Bulletin-Times – Hardeman County  
 11/13/2025

Brownsville – The Brownsville States-Graphic – Haywood County  
 11/12/2025

Dyersburg – State Gazette – Dyer County  
 11/13/2025

Henderson – Chester County Independent – Chester County  
 11/13/2025

Jackson - The Jackson Sun – Madison County  
 11/12/2025

Ripley – The Lauderdale County Enterprise – Lauderdale County  
 11/13/2025

Tiptonville – The Lake County Banner – Lake County  
 11/12/2025

This Thirteenth day of November, 2025



Alisa Subhakul, Junior Media Buyer

Sworn before me this 13<sup>th</sup> day of November, 2025



Earl Goodman, Notary Public

My commission expires July 1, 2028





# Tennessee Press Service, Inc.

Your Print & Digital Connection  
Representing Tennessee Newspapers  
412 N Cedar Bluff Rd, Suite 403  
Knoxville, TN 37923  
Voice (865) 584-5761 Fax (865) 558-8687

Friday, November 14, 2025 05:21 PM

Page 1 of 1

## Invoice

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

**Invoice Date** 11/14/2025  
**PO Number**  
**Order** A25.7332

**Client** Heart N Soul Hospice of Memphis LLC  
**Reps** Direct Earl Goodman

Vendor	Run Date	Ad Size	Rate Name	Rate	Color Rate Name	Color Rate	Discount	Total	
Alamo - The Crockett County Times	11/12/2025	2 x 3.5	Classified National	\$11.00		\$0.00	0.0000 %	\$77.00	
	<b>Caption</b>	Notification Of Intent To Apply For A Certificate Of Need - Heart N Soul Hospice of Memphis LLC							
Bolivar - Bulletin-Times	11/13/2025	2 x 2.5	Classified National	\$12.00		\$0.00	0.0000 %	\$60.00	
	<b>Caption</b>	Notification Of Intent To Apply For A Certificate Of Need - Heart N Soul Hospice of Memphis LLC							
Brownsville - The Brownsville States-Graphic	11/12/2025	2 x 7	Public Notice Classified	\$11.50		\$0.00	0.0000 %	\$161.00	
	<b>Caption</b>	Notification Of Intent To Apply For A Certificate Of Need - Heart N Soul Hospice of Memphis LLC							
Dyersburg - State Gazette	11/13/2025	2 x 3	Classified National	\$12.45		\$0.00	0.0000 %	\$74.70	
	<b>Caption</b>	Notification Of Intent To Apply For A Certificate Of Need - Heart N Soul Hospice of Memphis LLC							
Henderson - Chester County Independent	11/13/2025	2 x 3.5	Classified National	\$9.47		\$0.00	0.0000 %	\$66.29	
	<b>Caption</b>	Notification Of Intent To Apply For A Certificate Of Need - Heart N Soul Hospice of Memphis LLC							
Jackson - The Jackson Sun	11/12/2025	2 x 3.5	Public Notice Classified	\$51.70		\$0.00	0.0000 %	\$361.90	
	<b>Caption</b>	Notification Of Intent To Apply For A Certificate Of Need - Heart N Soul Hospice of Memphis LLC							
Ripley - The Lauderdale County Enterprise	11/13/2025	2 x 3.5	Classified National	\$4.85		\$0.00	0.0000 %	\$33.95	
	<b>Caption</b>	Notification Of Intent To Apply For A Certificate Of Need - Heart N Soul Hospice of Memphis LLC							
Selmer - McNairy County News	11/13/2025	2 x 3.5	Public Notice Classified	\$6.00		\$0.00	0.0000 %	CAN	
	<b>Caption</b>	Notification Of Intent To Apply For A Certificate Of Need - Heart N Soul Hospice of Memphis LLC							
Tiptonville - The Lake County Banner	11/12/2025	2 x 3.5	Classified National	\$11.00		\$0.00	0.0000 %	\$77.00	
	<b>Caption</b>	Notification Of Intent To Apply For A Certificate Of Need - Heart N Soul Hospice of Memphis LLC							
								<b>Total Advertising</b>	\$911.84
								<b>Discounts</b>	\$0.00
								<b>Misc. Charges</b>	\$0.00
								<b>USA Tax</b>	\$0.00
								<b>Total Invoice</b>	\$911.84
								<b>Payments</b>	\$911.84
								<b>Adjustments</b>	\$0.00
								<b>Balance Due</b>	\$0.00

PLEASE REMIT PAYMENT TO: Tennessee Press Service, 412 N Cedar Bluff Rd, Suite 403 Knoxville, TN 37923

We appreciate your business! TERMS: Due Net 30 Days

# PUBLIC NOTICES / CLASSIFIEDS

## Meeting Notice

The monthly meeting of the Board of Directors for the Reelfoot Lake Regional Utility and Planning District will be held on November 20, 2025, at 4:30 P.M. at the district's office located at 5465 West Highway 22, Hornbeak, TN 38232.

11/12 RT

## Northwest Tennessee Economic Development Council

### Public Service Announcement

The Board of Directors of the Northwest Tennessee Economic Development Council will hold a Joint Governance Training and Board Meeting on Friday, November 21, 2025, from 10:00 a.m. to 2:00 p.m. at the Martin Event Center—Room D, located at 89 Central Street, Martin, TN 38237. The Governance Training will take place from 10:00 a.m. to 12:00 p.m., with a Zoom option available for remote participation during the training only. Lunch will be provided immediately following the training, and the Board Meeting will begin at 12:30 p.m., conducted exclusively in person.

11/12 RT

**NOTICE TO FURNISHERS OF LABOR AND MATERIALS TO:**  
Martin Paving Company, Inc.  
PROJECT NO.: R4SVAR-F3-035  
CONTRACT NO.: CNY257  
COUNTY: Lake  
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.

## POSTED NOTICE

**All land and timber owned by John F. Fields and David Fields is posted. This includes black bottom woods, south west of Tiptonville. Trespassers will be arrested and prosecuted to the fullest extent.**

**JOHN F. FIELDS AND DAVID FIELDS**

**Legal Notices can be viewed at our website: [www.lakecountybanner.com](http://www.lakecountybanner.com) under the Public Notices tab.**

**Other TPA newspapers posting legal notices online may be found by visiting: [www.tnpublicnotice.com](http://www.tnpublicnotice.com) (a division of tnpress.com)**

## LEGAL NOTICE IN ACCORDANCE WITH SECTION 67-5-2502 TENNESSEE CODE ANNOTATED THIS IS THE FIRST AND FINAL PUBLICATION OF THIS SALE CHANCERY SALE OF REAL ESTATE CHANCERY COURT FOR LAKE COUNTY, TENNESSEE

**DATE OF SALE:** DECEMBER 16, 2025  
**TIME OF SALE:** 10:00 A.M.  
**FOR SALE:** REAL PROPERTY SUBJECT TO DELINQUENT LAKE COUNTY, TENNESSEE AXES THROUGH THE 2023 TAX YEAR

TIPTONVILLE, TENNESSEE, PLAINTIFF,

VS.

DELINQUENT TAXPAYERS OF, AND CERTAIN TRACTS OR PARCELS OF REAL ESTATE, WITHIN TIPTONVILLE, TENNESSEE, AS SHOWN BY EXHIBIT "A" HERETO, DEFENDANTS.

NO. 25-CV-17; 25-CV-14;  
25-CV-19; 25-CV-15;  
25-CV-16; 25-CV-23;  
25-CV-26; 25-CV-22

By virtue of the Order of the Chancery Court of Lake County, Tennessee, I will sell separately at public auction to the highest bidder, for cash, at the Lake County Courthouse located at 229 Church Street in Tiptonville, Lake County, Tennessee, on December 16, 2025, at 10:00 a.m. to satisfy liens of unpaid Tiptonville taxes, the properties situated in Tiptonville, Lake County, Tennessee, listed hereinbelow.

The sum of all Tiptonville property taxes assessed against each property is set forth in the list attached, exclusive of interest, penalties, attorney's fees, costs of publication, costs to search the title, and court costs, through the 2023 tax year. Terms of sale shall be cash and shall be subject to the right of redemption of one year (TCA 67-5-2701), and subject to all Lake County and Tiptonville property taxes for subsequent years.

THIS NOTICE IS DIRECTED TO ALL PARTIES WHOSE NAMES APPEAR AS DEFENDANTS, AND TO THE HEIRS AT LAW, DISTRIBUTEES AND PERSONAL REPRESENTATIVES OF THOSE DEFENDANTS, AND TO ALL PARTIES OWNING OR CLAIMING TO OWN ANY INTEREST IN THE REAL PROPERTY DESCRIBED BELOW.

Said parcels of property, together with the names of owners of record, and the base amount of Lake County and Tiptonville taxes due are hereinafter listed and tabulated and shown on the Delinquent Taxpayer's List attached hereto as Exhibit A and made a part hereof.

Dated this 22 day of October 2025.

Amber Mooring, Clerk & Master

/s/ Becky S. Dykes  
Becky S. Dykes, Tax Attorney  
for the Lake County, Tennessee

"Exhibit A"

25-CV-17 Shirley Jean Doyle and Candace Prince, 525 Maple St — \$285.00

25-CV-14 Kevin Howard and Chancey Teague, 203 Poplar — \$51.00

25-CV-19 Stephanie Kimble and Charles Bolden, 604 Clifton St — \$10.00

25-CV-15 Timothy Winn, Kerri Winn, Court Street — \$30.00

25-CV-15 Timothy Winn, Kerri Winn, 314 Foster St — \$154.00

25-CV-16 Wanda Donaldson, 722 Church St — \$489.00

25-CV-23 Jennie Selim, Kelly Wyle, 314 Tipton St — \$130.00

25-CV-26 Birdie Terry, Marcus Terry, Zachary Terry, 820 McBride St — \$126.00

25-CV-22 Pro Commercial Group LLC, 638 Carl Perkins Pkwy — \$2,310.00



### 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 N Soul Hospice Memphis, a/an existing Hospice Agency owned by Heart N Soul Hospice of Memphis 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 Chester, Crockett, Dyer, Hardeman, Haywood, Lake, Lauderdale, Madison and McNairy Counties to its service area (License #631). The address of the project will be 1255 Lynnfield Road, Suite 258, Memphis, Shelby County, Tennessee, 38119. The estimated project cost will be \$200,000. The anticipated date of filing the application is 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](mailto:hdsa.staff@tn.gov).

## LEGAL NOTICE IN ACCORDANCE WITH SECTION 67-5-2502 TENNESSEE CODE ANNOTATED THIS IS THE FIRST AND FINAL PUBLICATION OF THIS SALE CHANCERY SALE OF REAL ESTATE CHANCERY COURT FOR LAKE COUNTY, TENNESSEE

**DATE OF SALE:** DECEMBER 16, 2025  
**TIME OF SALE:** 10:00 A.M.  
**FOR SALE:** REAL PROPERTY SUBJECT TO DELINQUENT LAKE COUNTY, TENNESSEE AXES THROUGH THE 2023 TAX YEAR

LAKE COUNTY, TENNESSEE, PLAINTIFF,

VS.

DELINQUENT TAXPAYERS OF, AND CERTAIN TRACTS OR PARCELS OF REAL ESTATE, WITHIN TIPTONVILLE, TENNESSEE, AS SHOWN BY EXHIBIT "A" HERETO, DEFENDANTS.

NO. 25-CV-43; 25-CV-48;  
25-CV-46; 25-CV-55;  
25-CV-61; 25-CV-50;  
25-CV-70; 25-CV-73;  
25-CV-47; 25-CV-67

By virtue of the Order of the Chancery Court of Lake County, Tennessee, I will sell separately at public auction to the highest bidder, for cash, at the Lake County Courthouse located at 229 Church Street in Tiptonville, Lake County, Tennessee, on December 16, 2025, at 10:00 a.m. to satisfy liens of unpaid Tiptonville taxes, the properties situated in Lake County, Tennessee, listed hereinbelow.

The sum of all Lake County property taxes assessed against each property is set forth in the list attached, exclusive of interest, penalties, attorney's fees, costs of publication, costs to search the title, and court costs, through the 2023 tax year. Terms of sale shall be cash and shall be subject to the right of redemption of one year (TCA 67-5-2701), and subject to all Lake County property taxes for subsequent years.

THIS NOTICE IS DIRECTED TO ALL PARTIES WHOSE NAMES APPEAR AS DEFENDANTS, AND TO THE HEIRS AT LAW, DISTRIBUTEES AND PERSONAL REPRESENTATIVES OF THOSE DEFENDANTS, AND TO ALL PARTIES OWNING OR CLAIMING TO OWN ANY INTEREST IN THE REAL PROPERTY DESCRIBED BELOW.

Said parcels of property, together with the names of owners of record, and the base amount of Lake County taxes due are hereinafter listed and tabulated and shown on the Delinquent Taxpayer's List attached hereto as Exhibit A and made a part hereof.

Dated this 22 day of October 2025.

Amber Mooring, Clerk & Master

/s/ Becky S. Dykes  
Becky S. Dykes, Tax Attorney  
for the Lake County, Tennessee

"Exhibit A"

25-CV-48 Shirley Doyle, Candace Prince, 525 Maple St — \$466.00

25-CV-46 Daryl Cox, Carla Cox, 1105 Tank Two Rd — \$72.00

25-CV-55 Kevin Howard, Chancey Teague, 203 Poplar — \$84.00

25-CV-61 Stephanie Kimble, Charles Bolden, 604 Clifton — \$17.00

25-CV-50 Ellis Fant, Kevin Allen, 221 Ashby Dr — \$392.00

25-CV-70 Dennis Richardson, Melissa Richardson, 315 Church — \$889.00

25-CV-73 Mildred Sharp, Lake Street — \$7.00

25-CV-47 Wanda Donaldson, 722 Church St — \$801.00

25-CV-67 Pro Commercial Group LLC, 638 Carl Perkins Pkwy — \$3,781.00

### 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](mailto: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.

# CLASSIFIEDS

## Auctions

GET THE WORD OUT about your next auction! Save Time & \$\$\$.

One Call for All. Your ad can appear in this newspaper + 97 other TN newspapers. For more info, contact this newspaper's classified dept. or call Becky Moats 931-624-8916. (TnScan)

## Cable / Satellite TV / Wireless

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

Get Boost Infinite! Unlimited Talk, Text and Data For Just \$25/mo! The Power Of 3 5G Networks, One Low Price! Call Today and Get The Latest iPhone Every Year On Us! 855-454-6457 (TnScan)

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

Get DISH Satellite TV + Internet! Free Install, Free HD-DVR Upgrade, 80,000 On-Demand Movies, Plus Limited Time Up To \$600 In Gift Cards. Call Today! 1-844-274-6074 (TnScan)

## Health / Beauty

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)

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](http://www.dental50plus.com/tnpress) #6258 (TnScan)

## Home Improvement

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)

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)

## Wanted - To Buy

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)

## Advertise Throughout Tennessee

YOUR LOW COST ADVERTISING Solution! One call & your 25 word ad will appear in 98 Tennessee newspapers for \$275/wk or 26 West TN newspapers for \$100/wk. Call this newspaper's classified advertising dept. or go to [www.tnpress.com/newspaper-networks](http://www.tnpress.com/newspaper-networks) (TnScan)

DENTAL INSURANCE

## Legal Notices

### IN THE CIRCUIT COURT OF LAUDERDALE COUNTY, TENNESSEE

AMERICAN BUILDERS & CONTRACTORS SUPPLY CO., INC. d/b/a ABC Supply Co. Inc.

PLAINTIFF

VS.

FOUR LEAF ROOFING & RESTORATION LLC AND NATHAN VICKERY

DEFENDANT(S)

NO. 7279

#### ORDER OF PUBLICATION

It appearing from the complaint which is sworn to and the entire record in this cause that Defendants Four Leaf Roofing & Restoration LLC and Nathan Vickery's whereabouts cannot be ascertained after diligent search and inquiry.

It is therefore ordered that Defendants make an appearance in the Circuit Court of Lauderdale County, in the city of Ripley, TN and answer Plaintiff's Complaint by December 19, 2025 or the same will be taken for confessed as to Defendants, and set for hearing ex parte, and that a copy of this order shall be published once a week for four (4) successive weeks in *The Lauderdale County Enterprise*.

Jo Ann Edwards  
Circuit Court Clerk

23-4tp

#### 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 April 18, 2016, executed by KIM NEAL APPERSON conveying certain real property therein described to OLD REPUBLIC TITLE COMPANY OF TENNESSEE, as Trustee, as same appears of record in the Register's Office of Lauderdale County, Tennessee recorded April 28, 2016, in Deed Book 685, Page 674; and

WHEREAS, the beneficial interest of said Deed of Trust was last transferred and assigned to Wilmington Savings Fund Society, FSB, as Owner Trustee of the Residential Credit Opportunities Trust XI-A 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 Lauderdale 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 his duly appointed agent, by virtue of the power, duty and authority vested and imposed upon said Substitute Trustee will, on **December 11, 2025** at or about 10:00 AM at the Main Entrance of the Lauderdale County Courthouse, Ripley, Tennessee, proceed to sell at public outcry to the highest and best bidder for cash or certified funds ONLY, the following described property situated in Lauderdale County, Tennessee, to wit:

THE FOLLOWING DESCRIBED REAL ESTATE, TOGETHER WITH ALL IMPROVEMENTS THEREON, LYING, SITUATED AND BEING IN THE 2ND CIVIL DISTRICT OF LAUDERDALE COUNTY, TENNESSEE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A SMALL SWEETGUM IN THE SOUTH BOUND-

ARY LINE OF A TRACT OF LAND FORMERLY OWNED BY S. G. WILLIAMS, THE SAME BEING THE NORTHEAST CORNER OF A TRACT PURCHASED OF W. C. WHEATLEY BY B. A. RURNER, THENCE SOUTH 138-84/100 POLES TO A STAKE NEAR THE SOUTH MARGIN OF THE RIPLEY & BROWNSVILLE ROAD, W. A. WOODS NORTHEAST CORNER; THENCE WEST 32' -4' -/100 POLES TO A STAKE IN SAID ROAD; THENCE NORTH 20-1/4 DEGREES WEST 107 POLES TO A STAKE; THENCE NORTH 72 DEGREES WEST WITH SAID ROAD 9 POLES & 19 LINKS TO A STAKE FROM WHICH N. 75 DEGREES E. 10 LINKS TO AN OAK MARKED "T"; THENCE NORTH 8 DEGREES EAST 30 POLES TO A STAKE AT A SMALL PER-SIMMON, DOGWOOD AND BLACKGUM POINTERS; THENCE NORTH 89 DEGREES EAST 75 POLES & 8 LINKS TO THE BEGINNING, CONTAINING 48-3/4 ACRES, MORE OR LESS. THERE IS INCLUDED IN THESE CALLS BUT EXCLUDED FROM THIS CONVEYANCE A TRACT OF 20 ACRES LYING ON THE SOUTH SIDE OF STATE HIGHWAY NO. 19, CONVEYED BY BAYNES TO TOM JONES LEAVING IN THIS CONVEYANCE 27 ACRES, MORE OR LESS, EXCLUSIVE OF ANY LEGAL HIGHWAYS, ALSO ANOTHER LOT SOUTH OF THE HIGHWAY IS EXCLUDED, AND THIS CONVEYANCE INCLUDES ONLY THAT PART OF THIS LAND LYING ON THE NORTH SIDE OF THE HIGHWAY. SUBJECT TO ALL EASEMENTS, RESERVATIONS, COVENANTS, CONDITIONS, AGREEMENTS OF RECORD, IF ANY. BEING THE SAME PROPERTY CONVEYED TO KIM NEAL APPERSON BY QUITCLAIM DEED FROM ALBERT RODNEY NEAL AND WIFE, PATRICIA NEAL AS RECORDED 03/23/2010 IN BOOK 611 AT PAGE 558 AS DOCUMENT 158147.COMMONLY KNOWN AS: 2240 HWY 19E, RIPLEY, TN 38063

Parcel ID: 100-018.00

PROPERTY ADDRESS: The street address of the property is believed to be **2240 HWY 19 E, RIPLEY, TN 38063**. 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): KIM NEAL APPERSON

OTHER INTERESTED PARTIES:

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 OB-

TAINED WILL BE USED FOR THAT PURPOSE.

Rubin Lublin TN, PLLC,  
Substitute Trustee

3145 Avalon Ridge Place,  
Suite 100

Peachtree Corners, GA 30071

rlselaw.com/property-listing

Tel: (877) 813-0992

Fax: (470) 508-9401

A copy of this notice is being published at [www.BetterChoiceNotices.com](http://www.BetterChoiceNotices.com)  
6-3t

#### NOTICE OF SUBSTITUTE TRUSTEE'S SALE STATE OF TENNESSEE, Lauderdale COUNTY

WHEREAS, Matthew Taylor, a single man, as borrower(s), executed a Deed of Trust to Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for First State Bank, Lender, and John C. Clark, Trustee(s), which was dated 12/30/2013, and recorded on 1/3/2014, as Instrument No. 171145 in Book 658 Page 90, securing the payment of a Note in the amount of \$76,530.00 in Lauderdale County, Tennessee Register of Deeds.

WHEREAS, default having been made in the payment of the debt(s) and obligation(s) thereby secured by the said Deed of Trust and the current holder of said Deed of Trust; JP MORGAN CHASE BANK, NATIONAL ASSOCIATION, (the "Holder"), appointed the undersigned, Vylla Solutions - Tennessee, LLC, as Substitute Trustee, with all the rights, powers and privileges of the original Trustee named in said Deed of Trust; and

NOW, THEREFORE, notice is hereby given that the entire indebtedness has been declared due and payable as provided in said Deed of Trust by the Holder, and that as agent for the undersigned, Vylla Solutions - Tennessee, LLC, Substitute Trustee, by virtue of the power and authority vested in it, will on 1/8/2026, at or about 1:00 PM at the usual and customary location at the At the east door of the Lauderdale County Courthouse, 100 Court Square, Ripley 38063, proceed to sell at public outcry to the highest and best bidder for cash, the following described property situated in Lauderdale County, Tennessee, to wit:

Land situated in Lauderdale County, Tennessee:

LYING AND BEING SITUATED IN THE 2ND CIVIL DISTRICT OF LAUDERDALE COUNTY, TENNESSEE, AND BEING MORE

PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SET IRON PIN IN THE NORTH MARGIN OF EAST END STREET, 30 FEET FROM THE CENTER LINE OF EAST

END STREET, SAID POINT BEING THE EAST LINE OF JEROME WILLIAMS' PROPERTY (DEED BOOK 42, PAGE 601 AND

DEED BOOK 20, PAGE 273) AND THE WEST LINE OF MARTHA ARCHER MURPHY'S TRACT OF WHICH THIS LOT NOW

BEING DESCRIBED, IS A PORTION, RUNS THENCE WITH WILLIAMS' EAST LINE AND MURPHY'S WEST LINE, ALONG THE

GENERAL ALIGNMENT OF AN OLD FENCE LINE NORTH 16° 30' 00" WEST 300.76 FEET TO A SET IRON PIN, MURPHY'S

NORTHWEST CORNER AND THE SOUTHWEST CORNER OF JEROME WILLIAMS' TRACT (DEED BOOK 353, PAGE 514);

THENCE WITH WILLIAMS' SOUTH AND MURPHY'S NORTH LINE AS FOLLOWS: NORTH 75° 28' 44" EAST 292.54 FEET TO

A FOUND STEEL POST,

THENCE NORTH 29° 01' 44" EAST 69.44 FEET TO A FOUND STEEL POST, THENCE NORTH 82° 56'

06"EAST 164.52 FEET TO A SET IRON PIN, SUBJECT LOT'S NORTHEAST CORNER; THENCE ACROSS MURPHY'S TRACT WITH

SUBJECT LOT'S EAST LINE, SOUTH 4° 18' 46" EAST 339.04 FEET TO A SET IRON PIN IN THE NORTH MARGIN OF EAST

END STREET, SUBJECT LOT'S SOUTHEAST CORNER; THENCE WITH THE NORTH MARGIN OF EAST END STREET AND 30 FEET

FROM THE CENTER LINE OF EAST END STREET AS FOLLOWS: SOUTH 80° 31' 44" WEST 41.10 FEET TO A SET POINT;

THENCE SOUTH 79° 20' 35" WEST 140.44 FEET TO A POINT, THENCE SOUTH 73° 36' 09" WEST 213.83 FEET TO A

POINT, THENCE SOUTH 72° 32' 15" WEST 38.31 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.351 ACRES,

MORE OR LESS.

Tax Parcel ID: 095B A 001.04 / 095 001.01

Address/Description: 243 EAST END ST, RIPLEY, TN 38063

Current Owner(s): Matthew Taylor  
Other Interested Party(ies): None

If the Internal Revenue Service and/or U.S. Department of Treasury is listed as Other Interested Party above, then the notice required under 26 U.S.C. 7425(b) was timely provided and the sale of the land advertised will be subject to the right of the U.S. to redeem the land as provided in 26 U.S.C. 7425(d)(1). If the Tennessee Department of Revenue and/or the Tennessee Department of Labor and Work Force Development is listed as Other Interested Party above, then the notice required under TCA 67-1-1433(b) was timely provided and for each lien identified, the sale of the land advertised will be subject to the right of The State of Tennessee to redeem the land as provided for in TCA 65-1-1420.

The sale of the property described above shall be subject to all matters shown on any recorded plat; any and all liens against said property for unpaid property 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; a deed of trust; and any matter than an accurate survey of the premises might disclose.

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 right is reserved to adjourn/postpone the day of the sale to another day, time, and place certain, by verbal announcement at the time and place for the sale set forth above; if the postponement is for five (5) days or more, the postponement announcement will also be posted on website of [www.foreclosure-postings.com](http://www.foreclosure-postings.com)

Except to the extent that the Substitute Trustee may bind and obligate Mortgageors to warrant title the Property under the terms of the Deed of Trust, conveyance of the Property shall be made without any representations or warranties whatsoever, express or implied. All sales are "as is", "where is".

The entire purchase price is due and payable at the conclusion of the auction in the form of certified funds. Insufficient

## CLASSIFIEDS

### FOR SALE

FOR SALE - Have something to sell, want to advertise an upcoming yard sale, call 731-635-1771. Please remember, the paper's deadline is 10 a.m., Tuesday. 5-tf

### NOTICE

NOTICE - All public notices, published in this newspaper, can be found at [tnpublicnotice.com](http://tnpublicnotice.com). 25-tf

NOTICE - No trespassing, hunting, ATV's, and dumping trash on land at 128 Guy Lane, Asbury Glimp Rd., and along Crutcher Lane. Violators will be prosecuted. 18-tf

NOTICE - No trespassing, no 4-wheelers, on land that runs beside Knob Creek at bridge, 2339 Porter's Gap Rd., violators will be prosecuted. 30-tf

NOTICE - No hunting, fishing, 4-wheelers, or trespassing on the Thurmond farms in the Woodville/Forked Deer community. Violators will be prosecuted. Mrs. Shelia Thurmond Kirkpatrick and estate of Mr. and Mrs. Bobby O. Thurmond, Sr., Gates. 7-tf

NOTICE - *The Lauderdale County Enterprise*, 145 E. Jackson Ave., welcomes letters to the editor, which must be brought to the office in person, and include the writer's full name, complete address, and telephone number, for verification. Telephone numbers will not

funds will not be accepted. Amounts received in excess of the winning bid will be refunded to the successful purchaser. This property is being sold with express reservation that the sale is subject to confirmation by lender or Substitute Trustee. This office is attempting to collect a debt. Any information obtained will be used for that purpose.

Vylla Solutions - Tennessee, LLC, Substitute Trustee

be published. Those without a name, address and telephone number will not be considered. All submitted articles are subject to editing for length and clarity. We reserve the right to disregard and/edit letters that are potentially libelous or could cause or threaten harm to another person. Only one letter a month, per person or family, on a single subject. Published letters are not necessarily the opinion of this newspaper. 9-tf

NOTICE - Give a gift subscription to *The Lauderdale County Enterprise*. \$30 a year in Lauderdale and adjoining counties; \$37 a year elsewhere in Tennessee; and \$50 a year outside the state. A gift card is available. Save \$\$\$\$\$, buy a subscription instead of purchasing one weekly! Stop by the office, 145 E. Jackson Ave., Ripley; mail check, to Enterprise Subscriptions, P.O. Box 289, Ripley, TN 38063; or call with credit or debit card info. (processing fee extra), to 731-635-1771. 25-tf

NOTICE - The office staff has received a few complaints concerning the delivery of the newspaper by mail. As with most folks, we have no control over the post office, but we do offer an emailed version of the paper that can be sent to your email address each week. Please call the office to get this started. 731-635-1771, Monday to Thursday, 8 a.m. to 4 p.m. 1-tf

P.O. Box 3309  
Anaheim, California 92803  
Phone: (888) 313-1969  
TS#: 25-37072

Publication Dates:  
11/13/2025, 12/18/2025,  
12/25/2025 1/1/2026

Online Posting Website and Date of Posting: [www foreclosure-postings.com](http://www foreclosure-postings.com)

Posting begin date:  
11/13/2025 Posting end date:  
1/1/2026 13-4t



#### 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 N Soul Hospice Memphis, a/an existing Hospice Agency owned by Heart N Soul Hospice of Memphis 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 Chester, Crockett, Dyer, Hardeman, Haywood, Lake, Lauderdale, Madison and McNairy Counties to its service area (License #631). The address of the project will be 1255 Lynnfield Road, Suite 258, Memphis, Shelby County, Tennessee, 38119. The estimated project cost will be \$200,000. The anticipated date of filing the application is 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](mailto:hdsa.staff@tn.gov).

# Lankford Realty Co.



109 North Main, On The Square, Ripley, TN 38063



PRINCIPAL BROKER

Randy Lankford

731-694-6290

e-mail: [randy@lankfordrealty.com](mailto:randy@lankfordrealty.com)

Member of Memphis Area  
Association of Realtors, MLS.

731-635-5511

Feature Your Home On Realtor.Com

FOR SALE  
LANKFORD  
REALTY CO.  
(731)  
635-5511

BROKERS

Ryan Whiteside 731-612-0804

AFFILIATE BROKERS

Shirley Spiller 731-225-8700

Sandra Whiteside 731-612-3264

David Bivens 731-589-8435

Keith Kirkpatrick 731-671-5534

Reese Gaines 731-432-1534

# Classifieds

To Advertise, visit our website: [Classifieds.jacksonsun.com](http://Classifieds.jacksonsun.com)

Public Notices/Legals email: [Publicnotice@tnmedia.com](mailto:Publicnotice@tnmedia.com)

Business & Services email: [Servicedirectory@jacksonsun.com](mailto:Servicedirectory@jacksonsun.com)

To post job openings, visit: [Jacksonsun.com/jobs](http://Jacksonsun.com/jobs)



**TO ADVERTISE**  
Visit Our Website:  
[Classifieds.jacksonsun.com](http://Classifieds.jacksonsun.com)

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

## ANNOUNCE

### Announcements

Get DISH Satellite TV + Internet! Free Install, Free HD-DVR Upgrade, 80,000 On-Demand Movies, Plus Limited Time Up To \$600 In Gift Cards. Call Today! 1-844-274-6074 (TnScan)

Olsan 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 Olsan 1-866-265-5932 (TnScan)

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)

## BUSINESS & SERVICES

### Home Improvement

#### DON'T SWEAT THE SMALL JOBS! PHILLIPS!

Loader, excavator, dozer clearing. Driveways. Clean ditches. Pond banks. Culverts. Patios. Leveling. Stumps. Free Estimates. Raymond Phillips O/O 731-660-6940 or 731-217-5733

### Services

**JUNIOR KIDDIE KOLLEGE, INC.**  
Education Programs & Sports: Jelani Tolbert Tutors 1st through 12th grade in English, Math, Reading, Spelling, Science, & Social Studies. Spanish & Art taught by Cidalia. Brandi Girley Music & Theory Teacher 501-697-6616  
Bengamon- Jonathan Mendez camping in Soccer. More Info Call the Number Listed Below 731-423-5424  
2745 Ashport Rd Jackson, TN 38305

## PUBLIC NOTICES

### Auto Auction

Auction  
The following will be sold at auction on November 21, 2025:  
16 Ford F350 1FT8W3BT-7GEB07022  
19 Ford Explorer 1FM5K7F88KGB47694  
16 Ford Explorer 1FM5K7D-H4GGD34716  
19 Honda CRV 3CZR05H-59KM710999  
07 Buick 2G4WC582871180889  
Dixon Recovery LLC 731.300.4048  
November 12 2025  
LOKR0404786



## 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 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](mailto: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 NOTICES

## PUBLIC NOTICES

## 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 N Soul Hospice Memphis, a/an existing Hospice Agency owned by Heart N Soul Hospice of Memphis 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 Chester, Crockett, Dyer, Hardeman, Haywood, Lake, Lauderdale, Madison and McNairy Counties to its service area (License #631). The address of the project will be 1255 Lynnfield Road, Suite 258, Memphis, Shelby County, Tennessee, 38119. The estimated project cost will be \$200,000. The anticipated date of filing the application is 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](mailto:hdsa.staff@tn.gov).



### Cash Out on the clutter!

Garage Sales Work.  
Place your ad today.



**Find the Purr-fect Pet Supplies** Check the classified listings everyday.

# THE WORLD'S LIGHTEST WHEELCHAIR

For those of us—or our loved ones—who are finding our mobility slowing down and may need the use of a wheelchair, there's a remarkable breakthrough that's changing lives. The **Featherweight Wheelchair**, weighing just **13 pounds\***, is nothing like the bulky, heavy models of the past that can weigh over 35 pounds. Imagine lifting your wheelchair in and out of a car without straining your back, gliding effortlessly through your garden, joining your family at the park, or going for a medical checkup, without the worry of fatigue. Why not take the first step toward renewed independence with this ultra-lightweight innovation?

In recent years, we've seen great advancements in mobility aids—from canes and walkers to rollators and scooters—all designed to help people stay active and independent. But until now, there hasn't been a truly revolutionary wheelchair. That's changed thanks to a team of engineers who've created something extraordinary: the **world's lightest wheelchair**, weighing only **13.5 pounds**. Aply named the **Featherweight Wheelchair**, this breakthrough has already been called a game-changer by those who use it.



The first thing you'll notice about the Featherweight is just how incredibly light it is. At only 13.5 pounds, it's easy for just about anyone to lift into a car, store at home, or take on the go. It's not only lightweight but also strong, stylish, and easy to maneuver. **The lighter the chair, the easier it is to push, propel, and lift.** With its sleek design and custom color options, the Featherweight Wheelchair isn't just practical—it's something you'll feel good about using every day.

\*13lbs. Without the rear wheels, 19 lbs. all in

**Jennifer F. us**  
Verified Buyer

★★★★★ **Lightweight Wheelchair**

*It's so light weight that it's no problem to lift in and out of the back of my car. It's also easy to set up and collapse down. It is very compact and the wheels come off for compact packing alongside luggage or groceries etc. My Mom finds it very comfortable to ride in as well and enjoys the look. We both love it.*

01/09/25



**Only 13.5 lbs!\***

## Why take our word for it?

**CALL NOW**, and receive **\$50 OFF** when you purchase a **Matte Black Featherweight Wheelchair!** **Only \$599!**

Mention **CODE 50FEATHER** to start your journey towards effortless mobility.

**855-520-6122**

\*13.5 lbs. with the rear wheels removed.  
Overall weight, with rear wheels, is 19 lbs.

**1800 WHEELCHAIR.COM**  
Since 1997



Scan Me



Easy to Transport and Store

# WE HAVE WHAT YOU'RE LOOKING FOR! CLASSIFIEDS



DEADLINE FOR PLACING ADS IS MONDAY AT 5:00 P.M.

## MISCELLANEOUS

**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 Becky Moats 931-624-8916. (TnScan)

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

**Get Boost Infinite!** Unlimited Talk, Text and Data For Just \$25/mo! The Power Of 3 5G Networks, One Low Price! Call Today and Get The Latest

**iPhone Every Year On Us!** 855-454-6457 (TnScan)

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

**Get DISH Satellite TV + Internet!** Free Install, Free HD-DVR Upgrade, 80,000 On-Demand Movies, Plus Limited Time Up To \$600 In Gift Cards. Call Today! 1-844-274-6074 (TnScan)

**Doors & More-** garage door installations, repair, parts, and ornamental iron. Call 731-249-5133 or 731-967-4161 doorsandmore.pro (TFC)

**SAVE BIG on HOME INSURANCE!** Compare 20 A-rated insurances companies. Get a quote within minutes. Average savings of \$444/year! Call 866-395-0488! (M-F 8am-8pm Central) (TFC)

**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)

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)

**Become a Published Author.** We want to Read Your Book! Dorrance Publishing-Trusted by Authors Since 1920 Book manuscript submissions currently being reviewed. Comprehensive Services: Consultation, Production, Promotion and Distribution Call for Your Free Author's Guide 1-844-923-3666 or visit dorranceinfo.com/tnpress (TnScan)

**YOUR LOW COST ADVERTISING Solution!** One call & your 25 word ad will appear in 103 Tennessee newspapers for \$275/wk or 26 West TN newspapers for \$100/wk. Call this newspaper's classified advertising dept. or go to www.

tnpress.com/newspaper-networks (TnScan)

## HEALTH

**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)

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

## PUBLIC NOTICES

### TRUSTEE'S NOTICE OF SALE OF REAL ESTATE AND AFFIXED MANUFACTURED HOME

ANTHONY R. STEELE is the Trustee of a Deed of Trust executed on August 2, 2018, by CAITLYN ROSE SHAW, an unmarried person. The Deed of Trust appears of record in the Register's Office of Chester County, Tennessee, at Record Book 436, Page 212 as modified by Affidavit of Scrivener's Error in Record Book 438, Page 681 ("Deed of Trust"). The Trustee will sell for cash at a foreclosure sale requested by the current holder of the Deed of Trust and underlying indebtedness, Vanderbilt Mortgage and Finance, Inc., the property described below. Pursuant to T.C.A. §47-9-604 this sale shall also include the affixed manufactured home described as one (1) 2003 Clayton Manufactured Home bearing Serial Number CLA051558TN.

Sale Date and Location: December 2, 2025, at 10:00 a.m. at the front door of the Chester County Courthouse, 133 East Main Street, Henderson, TN 38340. The terms of sale shall be payment by cashier's check or certified funds immediately upon conclusion of the sale.

Third-party internet posting website: foreclosures.tennessee.com

Property Description: Abbreviated description per TCA 35-5-104(a)(2) is the property referenced and described fully in the Deed of Trust and additionally at Record Book 436, page 210, and commonly known as 3310 Sand Mountain Road, Enville, Chester County, TN 38332.

Property Address: 3310 Sand Mountain Road, Enville, Chester County, TN 38332.

Tax Map Identification No.: 037-009.01 (However, the property description shall control in the event of any inconsistencies between the description and address or tax identification number).

Parties Interested: NONE KNOWN.

All sales of Property, both real and personal, are "AS IS" and "WHERE IS" without representation or warranty as to merchantability or fitness for a particular purpose or of any kind, except as to title and authority to convey.

The sale of the described property is subject to all matters shown on any recorded plan; any unpaid taxes, any restrictive covenants, easements, set-back lines, prior liens, encumbrances, if any, and any other priority as may appear in the public records. Title to the manufactured home may be transferred by Bill of Sale or Certificate of Title, as the case may require.

The right is preserved 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.

THE PURPOSE OF THIS COMMUNICATION IS TO COLLECT THE DEBT AND ANY INFORMATION OBTAINED AS A RESULT WILL BE USED FOR THAT EXPRESS PURPOSE ONLY. THIS COMMUNICATION IS FROM A DEBT COLLECTOR.

This the 3rd day of November, 2025.

Anthony R. Steele, Successor Trustee  
Winchester, Sellers, Foster & Steele, P.C.  
P. O. Box 2428  
Knoxville, TN 37901  
(865) 637-1980

Your connection to the NEWS that matters to you.

www.chestercountyindependent.com

CHESTER COUNTY Independent  
*Dedicated to the welfare of Henderson and Chester County*

7 out of 10 readers will take action after seeing an ad.

Advertise with your local newspaper

Call us today!  
731-989-4624

CHESTER COUNTY Independent

### 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 N Soul Hospice Memphis, a/an existing Hospice Agency owned by Heart N Soul Hospice of Memphis 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 Chester, Crockett, Dyer, Hardeman, Haywood, Lake, Lauderdale, Madison and McNairy Counties to its service area (License #631). The address of the project will be 1255 Lynfield Road, Suite 258, Memphis, Shelby County, Tennessee, 38119. The estimated project cost will be \$200,000. The anticipated date of filing the application is 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](mailto:hsda.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, Cooke, 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](mailto: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.

SMALL BUSINESS SPOTLIGHT

Free Estimates!

Extreme Air Heating and Air Conditioning

- INSTALLATION
- MAINTENANCE
- SERVICE
- SALES

LICENSED & INSURED  
Offering Financing & Accepting All Major Credit Cards

Scott Hall  
731-439-3194  
[shall19731@hotmail.com](mailto:shall19731@hotmail.com)

**0900 LEGALS**

DYERSBURG, TN. 38025

Clerk: Cindy Rose  
Publication: 11/6, 11/13/25 #154

PROBATE COURT  
JASON HUDSON,  
PROBATE JUDGE  
DYER COUNTY

**NOTICE TO CREDITORS**

Civil Action No. 25-PR-38

Estate of DEBORAH GOOCH

Notice is hereby given that on this 3RD day of November, 2025, Letters of Testamentary (or of Administration as the case may be) in respect of the estate of DEBORAH GOOCH who died on May 15, 2025, were issued to the undersigned by the Probate Court of Dyer County, Tennessee. All persons, 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), 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); 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 (or posting) as described in (1)(A); or (2) Twelve (12) months from the des-

**0900 LEGALS**

cendants date of death. This 3rd day of November, 2025.

Administrator or Executor: ELIZABETH ANNTUBBS

Attorney for the Estate: J. MICHAEL GAULDIN 113 S. MILL AVE. P O BOX 220 DYERSBURG, TN. 38025

Clerk: Cindy Rose  
Publication: 11/13, 11/20/25 #156

CHANCERY COURT  
TONY CHILDRESS,  
CHANCERY JUDGE  
DYER COUNTY

**NOTICE TO CREDITORS**

Civil Action No. 25-CV-564

Estate of JAMES F. HUMPOLICK

Notice is hereby given that on this 20TH day of October, 2025, Letters of Testamentary (or of Administration as the case may be) in respect of the estate of JAMES F. HUMPOLICK who died on August 21st, 2025, were issued to the undersigned by the Chancery Court of Dyer County, Tennessee. All persons, 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), 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); or (B)Sixty(60) days from

**0900 LEGALS**

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 (or posting) as described in (1)(A); or (2) Twelve (12) months from the descendants date of death. This 20th day of October, 2025.

Administrator or Executor: JANETTE TRUMP-HUMPOLICK

Attorney for the Estate: J. MICHAEL GAULDIN 113 S. MILL AVE. P O BOX 220 DYERSBURG, TN. 38025

Clerk: Cindy Rose  
Publication: 11/13, 11/20/25 #157

TS#: 2025-18403-TN  
Notice Of Substitute Trustee's Sale

Whereas, Daniel Spain, a single man by Deed of Trust (the "Deed of Trust"), dated 3/14/2025 and of record in Deed Book 1050, Pages 2954-2969, and/or as Instrument Number 20251192, in Register's Office of Dyer County, Tennessee, conveyed to Sherrell Armstrong, 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 First Citizens National Bank, 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 1056, Pages 2300-2302 and as Instrument Number 20254926 in Register's Office of Dyer County, Tennessee; and Whereas, default has been

**0900 LEGALS**

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 12/10/2025, at 11:00 AM at the North Door of the Dyer County Courthouse, 101 W Court Street, Dyersburg, TN 38024, 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 Dyer County, Tennessee, described as follows: Situated, Lying And Being In The 5th Civil District Of Dyer County, Tennessee, And Beginning At A Stake In The Southwest Corner Of Tract No. 1, Palmer's Lake Road Acreage As Appears Of Record In Large Plat Book 1, Page 49, Of The Register's Office For Dyer County, Tennessee, And In The East Right-Of-Way Line Of State Highway No. 78, North Of Dyersburg, Tennessee, Runs Thence In A Northerly Direction With The East Right-Of-Way Line Of State Highway 78, 315 Feet To A Stake; Runs Thence South 80 Degrees 1 Minute East 254. 4 Feet

**0900 LEGALS**

To A Stake; Thence South 13 Degrees 32 Minutes West 269 Feet To A Stake In The South Line Of Tract No. 1, Palmer's Lake Road Acreage; Runs Thence North 89 Degrees 31 Minutes West 279 Feet With The South Line Of Tract No. 1, Palmer's Lake Road Acreage To The Point Of Beginning. The street address of the above-described property is believed to be 6938 Highway 78, Dyersburg, TN 38024, 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: Daniel Spain, a single 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

**0900 LEGALS**

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: 11/13/2025 and 11/20/2025 Nestor Solutions of Tennessee, LLC, Substitute Trustee 214 5th Street, Suite 205 Huntington Beach, California 92648 Phone: (888) 403-4115 TS#: 2025-18403-TN

Pub: 11/13, 11/20/25 #158



**GET MORE LOCAL NEWS, DELIVERED RIGHT TO YOU!**  
**GIVE US A CALL AND SUBSCRIBE TODAY!**

**0900 LEGALS**

**LEGAL NOTICE  
IN ACCORDANCE WITH SECTION 67-5-2502  
TENNESSEE CODE ANNOTATED  
THIS IS THE FIRST AND FINAL PUBLICATION  
OF THIS SALE  
CHANCERY SALE OF REAL ESTATE  
CHANCERY COURT FOR DYER COUNTY, TENNESSEE**

DATE OF SALE: DECEMBER 4, 2025  
TIME OF SALE: 10:00 A.M.  
FOR SALE: REAL PROPERTY SUBJECT TO DELINQUENT DYERSBURG, TENNESSEE TAXES THROUGH THE 2023 TAX YEAR

NEWBERN, TENNESSEE  
PLAINTIFF,

VS.

NO. 25-CV-179

**FILED  
OCT 30, 2025  
CINDY ROSE  
CHANCERY CLERK JW DC**

DELINQUENT TAXPAYERS OF, AND CERTAIN TRACTS OR PARCELS OF REAL ESTATE, WITHIN NEWBERN, TENNESSEE, AS SHOWN BY EXHIBIT "A" HERETO, DEFENDANTS.

By virtue of the Order of the Chancery Court of Dyer County, Tennessee, I will sell separately at public auction to the highest bidder, for cash, at the Dyer County Community Room located at 113 W Market Street, Dyersburg, Tennessee, on December 4, 2025, at 10:00 a.m. to satisfy liens of unpaid Newbern taxes, the properties situated in Newbern, Tennessee, listed hereinbelow. The sum of all Newbern property taxes assessed against each property is set forth in the list attached, exclusive of interest, penalties, attorney's fees, costs of publication, costs to search the title, and court costs, through the 2023 tax year. Terms of sale shall be cash and shall be subject to the right of redemption of one year (TCA 67-5-2701), and subject to all Newbern property taxes for subsequent years. THIS NOTICE IS DIRECTED TO ALL PARTIES WHOSE NAMES APPEAR AS DEFENDANTS, AND TO THE HEIRS AT LAW, DISTRIBUTEES AND PERSONAL REPRESENTATIVES OF THOSE DEFENDANTS, AND TO ALL PARTIES OWNING OR CLAIMING TO OWN ANY INTEREST IN THE REAL PROPERTY DESCRIBED BELOW. Said parcels of property, together with the names of owners of record, and the base amount of Newbern taxes due are hereinafter listed and tabulated and shown on the Delinquent Taxpayer's List attached hereto as Exhibit A and made a part hereof. Dated this 30 day of October 2025.

/s/ Cindy Rose  
Cindy Rose, Clerk & Master

/s/ Becky S. Dykes.  
Becky S. Dykes, Tax Attorney  
for Newbern, Tennessee

**Exhibit A  
City of Newbern Unpaid Delinquent Taxes: 2023**

Tax Year	Current Owner	Parcel	Property Address	Base Tax (does not include interest & penalties)
2023	10 West LLC	06-047 I -M -047 I -007.00- -000	Main St 305	277.00
2023	Coleman Michael Dean	06-048 M -F -048 M -024.00- -000	Edward St 408	342.00
2023	Draper Bradley	09-047 - -047 -050.03- -000	Hwy 77 980	471.00
2023	Everett Jon Michael	06-047 I -K -047 I -011.00- -000	Main St 308	183.00
2023	Ferguson Barry L	06-047 I -H -047 H -010.00- -000	Grayson St	15.00
2023	Ferguson Lovell Etux Alberta	06-047 H -A -047 H -007.00- -000	Jones St N 511	110.00
2023	Harrison Jeff C/O Cody & Heather Walker	06-047 J -B -047 J -013.00- -000	Parks St E 402	66.00
2023	Henson Tommy Et Ux Kimberly Henson	06-065 - -065 -011.01- -000	Main St W 921	420.00
2023	Jenkins Kevin	06-047 G -E -047 H -010.01- -000	Fryer St 404	105.00
2023	Psc Holdings Trust Paul S & Sara E Brewste	06-047 J -A -047 J -005.00- -000	Crown St A/B 408	250.00
2023	Sky View Homes Llc	06-042 -B -042 P -048.00- -000	Crowne Loop	72.00
2023	Smith Carl C Etux Betty L % Donald Smith	06-047 O -A -047 O -014.00- -000	Mcdonald St 213	118.00
2023	Spire Steven Etux Amanda Brooke Spire	06-047 I -A -047 I -019.00- -000	Grayson St N 318	102.00
2023	Webb Jesse Etux Jennifer	06-047 I -A -047 H -016.00- -000	Jones St 321	56.00
2023	Zimmerman Patrick Etux Josie Zimmerman	06-047 J -E -047 J -013.00- -000	Parks St E 602	216.00

**0900 LEGALS**

**Northwest Tennessee Economic Development Council  
Public Service Announcement**  
The Board of Directors of the Northwest Tennessee Economic Development Council will hold a Joint Governance Training and Board Meeting on **Friday, November 21, 2025, from 10:00 a.m. to 2:00 p.m.** at the Martin Event Center – Room D, located at 89 Central Street, Martin, TN 38237. The Governance Training will take place from 10:00 a.m. to 12:00 p.m., with a Zoom option available for remote participation during the training only. Lunch will be provided immediately following the training, and the Board Meeting will begin at 12:30 p.m., conducted exclusively in person.

**0100 ANNOUNCEMENTS**

**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 N Soul Hospice Memphis, a/an existing Hospice Agency owned by Heart N Soul Hospice of Memphis 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 Chester, Crockett, Dyer, Hardeman, Haywood, Lake, Lauderdale, Madison and McNairy Counties to its service area (License #631). The address of the project will be 1255 Lynnfield Road, Suite 258, Memphis, Shelby County, Tennessee, 38119. The estimated project cost will be \$200,000. The anticipated date of filing the application is 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](mailto:hdsa.staff@tn.gov).

**0100 ANNOUNCEMENTS**

**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](mailto: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 NOTICES

## NOTICE OF RUSTEE'S SALE

WHEREAS, default has occurred in the performance of the covenants, terms, and conditions of a Deed of Trust Note dated June 23, 2023, and the Deed of Trust of even date securing the same, recorded June 30, 2023, in Book No. 228, at Page 214, and modified on August 29, 2024, in Book No. 241, at Page 462 in Office of the Register of Deeds for Haywood County, Tennessee, executed by Virginia Bond and Chinita Dewalt, conveying certain property therein described to Byrd & Byrd Attorneys at Law PLLC as Trustee for Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for American Financial Resources, Inc., its successors and assigns; and the undersigned, Foundation Legal Group, LLP fka Wilson & Associates, P.L.L.C., having been appointed Successor Trustee by Lakeview Loan Servicing, LLC. 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 Lakeview Loan Servicing, LLC, will, on December 17, 2025 on or about 2:00 PM, at the Haywood County Courthouse 1 North Washington, Brownsville, TN 38012, 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 Haywood County, Tennessee, and being more

particularly described as follows:

TRACT 1: BEGINNING AT AN IRON STAKE IN THE EAST MARGIN OF A PUBLIC GRAVEL ROAD, AND 25 FEET FROM THE CENTER OF SAME, SAID STAKE LOCATED 455 FEET NORTH OF THE NORTHWEST CORNER OF LAND IN THE NAME OF WILL BOND, AND THE SOUTHWEST CORNER OF VIRGIE BOND OF WHICH THIS NOW DESCRIBED LOT IS A PART; RUNS THENCE NORTH WITH THE EAST MARGIN OF SAID GRAVEL ROAD, 189.39 FEET TO AN IRON STAKE; THENCE THROUGH THE LAND OF VIRGIE BOND AS FOLLOWS: EAST 230 FEET TO AN IRON STAKE; SOUTH 189.39 FEET TO AN IRON STAKE; WEST 230 FEET TO THE BEGINNING, AND CONTAINING 1 ACRE. BUT LESS AND EXCEPTING FROM THE ABOVE DESCRIBED LOT OR PARCEL OF LAND, THE HEREINAFTER DESCRIBED LOT OR PARCEL OF LAND, TO-WIT: BEGINNING AT A STAKE IN THE EAST MARGIN OF A PUBLIC BLACKTOP ROAD AND 25 FEET FROM THE CENTER OF SAME, SAID STAKE BEING LOCATED 569.39 FEET NORTH OF THE NORTHWEST CORNER OF LAND IN THE NAME OF WILL BOND AND THE SOUTHWEST CORNER OF VIRGIE BOND, OF WHICH THIS NOW DESCRIBED LOT IS A PART; RUNS THENCE NORTH WITH THE EAST MARGIN OF SAID BLACKTOP ROAD 75 FEET TO A STAKE; THENCE THROUGH THE LAND OF VIRGIE BOND AS FOLLOWS EAST 230 FEET TO A STAKE;

SOUTH 75 FEET TO A STAKE; WEST 230 FEET TO THE POINT OF BEGINNING AND CONTAINING. 4 ACRE, MORE OR LESS. TRACT 2: BEGINNING AT AN IRON POST FOUND IN THE EAST MARGIN OF FRIENDSHIP ROAD, 20 FEET FROM THE CENTERLINE AND BEING VIRGINIA BOND'S SOUTHWEST CORNER AS DESCRIBED IN DEED BOOK 259, PAGE 221, OF WHICH A PORTION OF IS INCLUDED IN THE PROPERTY BEING DESCRIBED; RUNS THENCE WITH THE EAST MARGIN OF FRIENDSHIP ROAD, NORTH 8 DEGREES 01 MINUTES 26 SECONDS EAST 150.58 FEET TO THE SOUTHWEST CORNER OF THE CHINITA DEWALT PROPERTY AS DESCRIBED IN DEED BOOK 216 PAGE 770; RUNS THENCE WITH SAID DEWALT'S SOUTH LINE; SOUTH 78 DEGREES 27 MINUTES 59 SECONDS EAST 230.00 FEET TO SAID DEWALT'S SOUTHEAST CORNER; RUNS THENCE WITH DEWALT'S EAST LINE, NORTH 9 DEGREES 52 MINUTES 53 SECONDS EAST 114.39 FEET TO SAID DEWALT'S NORTHEAST CORNER; RUNS THENCE

WITH A DIVISION LINE OF THE VIRGINIA BOND PROPERTY (AS OF THIS SURVEY), SOUTH 78 DEGREES 28 MINUTES 31 SECONDS EAST 30.48 FEET TO A HALF INCH REBAR SET WITH IDENTIFICATION CAP STAMPED SURVEYING SERVICES, TYPICAL OF ALL IRON PINS SET) AND HAVING TENNESSEE STATE PLANE COORDINATES OF N-463294.99 E-1023689.98; RUNS THENCE WITH THE EAST LINE OF SAID VIRGINIA BOND, SOUTH 10 DEGREES 40 MINUTES 13 SECONDS WEST 134.21 FEET TO AN IRON ROD FOUND; RUNS THENCE WITH SAID VIRGINIA BOND'S SOUTH LINE, SOUTH 73 DEGREES 58 MINUTES 30 SECONDS WEST 281.97 FEET TO THE POINT OF BEGINNING CONTAINING 0.58 ACRES AS SURVEYED BY SURVEYING SERVICES, INC., 41 HERITAGE SQUARE, JACKSON, TENNESSEE 38305 (731-664-0807). ALSO KNOWN AS: 1045 Friendship Road, Brownsville, TN 38012 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: VIRGINIA BOND CHINITA DEWALT 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

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](http://www.internetpostings.com) by a third-party internet posting company. FLG No. 363975 DATED October 27, 2025 Foundation Legal Group, LLP fka WILSON & ASSOCIATES, P.L.L.C., Successor Trustee

certain without further

“Stopping advertising to save money is like stopping your watch to save time.”

~ Henry Ford

whoa! ... he's on to something ...

(listen to Henry)

**BSG**  
731.772.9962

### Haywood County will be accepting bids for inmate healthcare at the Haywood County Jail.

Bid specifications can be obtained by contacting Captain Tonya Fisher at 731-772-6158 or [tfisher@haywoodtn.gov](mailto:tfisher@haywoodtn.gov).

Bids will be accepted until December 12, 2025 at 4pm.

Haywood County reserves the right to reject any or all bids, to waive irregularities and/or formalities in any bid, to make and award in any manner, consistent with law, deemed in the best interest of the County.

### 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 N Soul Hospice Memphis, a/an existing Hospice Agency owned by Heart N Soul Hospice of Memphis 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 Chester, Crockett, Dyer, Hardeman, Haywood, Lake, Lauderdale, Madison and McNairy Counties to its service area (License #631). The address of the project will be 1255 Lynnhfield Road, Suite 258, Memphis, Shelby County, Tennessee, 38119. The estimated project cost will be \$200,000. The anticipated date of filing the application is 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](mailto:hdsa.staff@tn.gov).

### TOWN OF STANTON BOARD OF ZONING APPEALS MEETING

Notice is hereby given that the Board of Zoning Appeals of the Town of Stanton, Tennessee will hold a public meeting on Wednesday, November 19, 2025 at 5:30pm in the Stanton Town Hall, 8 Main Street, Stanton, TN.

The purpose of this meeting is to discuss and consider a Use on Appeal request for the property located at 11 First Street West, Stanton, Tennessee (Tax Map Page 134C, Group A, Parcel 002.00), commonly known as the Ford Community Center, to be used as a community center, as well as to address any related matters or concerns.

The public is welcome to attend.

**Norman Bauer, Jr**  
Mayor

### THDA HOME REHABILITATION BID NOTICE

The City of Brownsville will receive sealed bids for the rehabilitation of one house until 1:00 PM, CST, on December 4, 2025. All bids will be opened at that time. Bids must be submitted in a sealed envelope, bearing the name and address of the Bidder and the words “2023-26 HOME GRANT – Rehabilitation” on the outside envelope.

If mailed, the sealed envelope must be included in another envelope and addressed accordingly:

Attn: Sherry Batchelor or Crystal Matthews  
City of Brownsville  
THDA HOME GRANT  
15 E Main St.  
Brownsville, TN 38012

ALL SEALED ENVELOPES MUST CONTAIN A COPY OF YOUR TENNESSEE CONTRACTING LICENSE NUMBER AND CLASSIFICATION AND INSURANCE CERTIFICATE.

The Bid Package can be picked up at City Hall between the hours of 8 AM and 4 PM Monday through Thursday or by contacting Tom Skehan at the Southwest Tennessee Development District by emailing at [tskehan@swtdd.org](mailto:tskehan@swtdd.org). Direct all bid questions to Tom Skehan until 4 PM, December 2, 2025.

The City of Brownsville reserves the right to waive any informality or to reject any or all bids. No bidder may withdraw their bid within 60 days after the actual date of the bid opening. Bid awarded to the lowest most responsive bidder.

*Town of Whiteville will not discriminate against any individual for any reason and will provide services to all citizens in a nondiscriminatory fashion. It is our intent to fully comply with the provision of Title VI and Title VII of the Civil Rights Act of 1964. The Town of Whiteville is committed to a moral, ethical, and legal responsibility to ensure equitable employment practices and the delivery of services regardless of an individual's race, color, religion, national origin, age, disability, gender or political affiliation. Female and Minority businesses are encouraged to submit a bid.*

# REAL ESTATE/LEGALS

## NOTICE OF SUBSTITUTE TRUSTEE'S SALE STATE OF TENNESSEE, Hardeman COUNTY

WHEREAS, Amanda D. Stringfellow, a single woman, as borrower(s), executed a Deed of Trust to Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for Residential Acceptance Corporation, Lender, and Fidelity National Title Insurance Company, Trustee(s), which was dated 4/5/2012, and recorded on 4/16/2012, as Instrument No. 131808 in Book 701 Page 277, securing the payment of a Note in the amount of \$45,408.00 The subject Deed of Trust was modified by Loan Modification recorded in Book 753 Page 541 on 04/18/2018, in Hardeman County, Tennessee Register of Deeds. WHEREAS, default having been made in the payment of the debt(s) and obligation(s) thereby secured by the said Deed of Trust and the current holder of said Deed of Trust; Carrington Mortgage Services, LLC, (the "Holder"), appointed the undersigned, Vylla Solutions – Tennessee, LLC, as Substitute Trustee, with all the rights, powers and privileges of the original Trustee named in said Deed of Trust; and NOW, THEREFORE, notice is hereby given that the entire indebtedness has been declared due and payable as provided in said Deed of Trust by the Holder, and that as agent for the undersigned, Vylla Solutions – Tennessee, LLC, Substitute Trustee, by virtue of the power and authority vested in it, will on 1/8/2026, at or about 11:00 AM at the usual and customary location at the At the Hardeman County Courthouse, 100 North Main Street, Bolivar, TN 38008, proceed to sell at public outcry to the highest and best bidder for cash, the following described property situated in Hardeman County, Tennessee, to wit: Land situated in Hardeman County, Tennessee: BEGINNING AT A POINT IN THE WEST RIGHT OF WAY OF CALLAHANS ROAD, WHICH POINT IS LOCATED NORTH 14 DEGREES 39 MINUTES 00 SECONDS WEST 50.96 FEET FROM THE INTERSECTION OF THE WEST RIGHT OF WAY OF CALLAHANS ROAD AND THE NORTH RIGHT OF WAY OF PORTER ROAD; THENCE, FROM THE POINT OF BEGINNING AND ON NEW LINES THROUGH VANDIVER, AND GENERALLY FOLLOWING A FENCE THE FOLLOWING CALLS; NORTH 41 DEGREES 24 MINUTES 44 SECONDS WEST 205.65 FEET; NORTH 80 DEGREES 15 MINUTES 19 SECONDS WEST 130.24 FEET; NORTH 53 DEGREES 51 MINUTES 07 SECONDS WEST 124.32 FEET; NORTH 05 DEGREES 13 MINUTES 06 SECONDS WEST 152.37 FEET TO A FENCE CORNER; THENCE, WITH A PAINTED LINE, EAST 273.72 FEET TO A POINT IN THE WEST RIGHT OF WAY OF CALLAHANS ROAD; THENCE WITH THE WEST RIGHT OF WAY OF CALLAHANS ROAD, SOUTH 14 DEGREES 39 MINUTES 00 SECONDS EAST 414.83 FEET TO THE POINT OF BEGINNING, CONTAINING 1.7 ACRES. PER CERTIFICATE OF SURVEY BY ADVANCED LAND SURVEYING, INC. R.L.S. NUMBER 1999, HENDERSON, TENNESSEE 38340. BEING THE SAME PROPERTY CONVEYED TO AMANDA D. STRINGFELLOW BY DEED OF RECORD IN DEED BOOK 60, PAGE 332, REGISTER'S OFFICE OF HARDEMAN COUNTY, TENNESSEE Tax Parcel ID: 6.04/ 149 00604 000000 Address/Description: 3690 CALLAHAN RD, MIDDLETON, TN 38052 Current Owner(s): Amanda D. Stringfellow Other Interested Party(ies): None If the Internal Revenue Service and/or U.S. Department of Treasury is listed as Other Interested Party above, then the notice required under 26 U.S.C. 7425(b) was timely provided and the sale of the land advertised will be subject to the right of the U.S. to redeem the land as provided in 26 U.S.C. 7425(d)

(1). If the Tennessee Department of Revenue and/or the Tennessee Department of Labor and Work Force Development is listed as Other Interested Party above, then the notice required under TCA 67-1-1433(b) was timely provided and for each lien identified, the sale of the land advertised will be subject to the right of The State of Tennessee to redeem the land as provided for in TCA 65-1-1420. The sale of the property described above shall be subject to all matters shown on any recorded plat; any and all liens against said property for unpaid property 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; a deed of trust; and any matter than an accurate survey of the premises might disclose. 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 right is reserved to adjourn/postpone the day of the sale to another day, time, and place certain, by verbal announcement at the time and place for the sale set forth above; if the postponement is for five (5) days or more, the postponement announcement will also be posted on website of [www.foreclosurepostings.com](http://www.foreclosurepostings.com) Except to the extent that the Substitute Trustee may bind and obligate Mortgagors to warrant title the Property under the terms of the Deed of Trust, conveyance of the Property shall be made without any representations or warranties whatsoever, express or implied. All sales are "as is", "where is". The entire purchase price is due and payable at the conclusion of the auction in the form of certified funds. Insufficient funds will not be accepted. Amounts received in excess of the winning bid will be refunded to the successful purchaser. This property is being sold with express reservation that the sale is subject to confirmation by lender or Substitute Trustee. This office is attempting to collect a debt. Any information obtained will be used for that purpose. Vylla Solutions - Tennessee, LLC, Substitute Trustee P.O. Box 3309 Anaheim, California 92803 Phone: (888) 313-1969 TS#: 25-37116 Publication Dates: 11/13/2025, 12/18/2025, 12/25/2025 1/1/2026 Online Posting Website and Date of Posting: [www.foreclosurepostings.com](http://www.foreclosurepostings.com) Posting begin date: 11/13/2025 Posting end date: 1/1/2026

### TS#: 2025-18181-TN Notice Of Substitute Trustee's Sale

Whereas, Wesley Robbins And Kelly D Robbins, Husband And Wife by Deed of Trust (the "Deed of Trust"), dated 3/11/2015 and of record in Deed Book 725, Page(s) 709-719, and/or as Instrument Number 158797, in Register's Office of Hardeman County, Tennessee, conveyed to H. McCall Wilson, JR, a Tennessee Banking Corporation, 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 the Bank of Fayette County, 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 837, Page(s) 504-506 and/or as Instrument Number 245790 in Register's Office of Hardeman 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, There-

fore, 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 12/4/2025, at 2:00 PM at the West Door of the Hardeman County Courthouse, 100 North Main Street, Bolivar, TN 38008, 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 Hardeman County, Tennessee, described as follows: Beginning At The S.W. Intersection Of Peavine Road And Newland Road, On West Line Of C. L. Holloway; Runs Thence S. 6 Degrees 30' W, First With West Margin Of Said Peavine Road; Thence With West Line Of George Murphris In All 656 Feet, To North Margin Of Southern Railroad; Thence N. 71 Degrees W. 630 Feet With North Line Of Said Railroad; Thence North 458 Feet With East Line Of Curry Land, To Point In Newland Road; Thence S. 89 Degrees E. 670 Feet With Said Newland Road, To Point Of Beginning, Containing 8.15 Acres. The Above Description Being The Same Used In Prior Deeds. Included In The Above Description But Excluded From This Conveyance Is The Following Real Property Conveyed To Bonnie I. Vaughan By James H. Mathis And Wife, Sadie L. Mathis, By Warranty Deed Dated August 26, 1985, As Found Of Record In Deed Book G-10, Page 50, Register's Office Of Hardeman County, Tennessee, At Bolivar, To-Wit: Beginning At An Iron In The South Margin Of Newland Road, Being A N.W. Corner Of The Curry Estate; Runs Thence With The South Margin Of Said Road S. 89 Degrees 05' E. 288 Ft. To An Iron Being A N.W. Corner Of The Residue Of The J. H. Mathis Property; Thence With A W.B.L. Of Said Residue South 151 Ft. To An Iron, Being An Interior Corner Of Said Residue; Thence With A N.B.L. Of Said Residue N. 89 Degrees 05' W. 288 Ft. To An Iron In The E.B.L. Of The Curry Estate, Being A N.W. Corner Of Said Residue; Thence With An Old Fence And An E.B.L. Of Said Curry Estate North 151 Ft. To The Point Of Beginning, Containing 1.00 Acres. The Above Description Being In Accordance With Certificate Of Survey Of L. Wayne Yates, R.L.S. NO. 486, Dated March 5, 1985. The street address of the above-described property is believed to be 11700 Pea Vine Rd, Pochontas, TN 38061, 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: Wesley Robbins and wife, Kelly D. Robbins The United States of America, acting through the Rural Housing Service, Deed of Trust Book 806, Page(s) 444 and/or Instrument # 232445 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: 11/6/2025 and 11/13/2025 Nestor Solutions of Tennessee, LLC, Substitute Trustee 214 5th Street, Suite 205 Huntington Beach, California 92648 Phone: (888) 403-4115 TS#: 2025-18181-TN

### TS#: 2025-19190-TN Notice Of Substitute Trustee's Sale

Whereas, Brian Thomas Riggins, a married man by Deed of Trust (the "Deed of Trust"), dated 12/22/2021 and of record in Deed Book 795, Pages 324-337, and as Instrument Number 228268, in Register's Office of Hardeman County, Tennessee, conveyed to Mark Rosser, 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 Freedom Mortgage Corporation, 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 837, Pages 322-324 and as Instrument Number 245700 in Register's Office of Hardeman 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 12/4/2025, at 2:00 PM at the West Door of the Hardeman County Courthouse, 100 North Main Street, Bolivar, TN 38008, 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 Hardeman County, Tennessee, described as follows: Beginning At A Right-Of-Way Marker At The Intersection Of The South Line Of State Route 57 With The West Line Of Simpson Ferry Road/College Street; Thence S. 47 Degrees 20' 27" W. Coincident With The West Line Of Simpson Ferry Road/College Street A Distance Of 188.41 Feet To A Point; Thence Along A Curve To The Right A Radius Of 1211.82 Feet And An Arc Length Of 486.91' To A Point; Thence S. 70 Degrees 17' 19" W. A Distance Of 149.14 Feet To A Point; Thence N. 05 Degrees 57' 28 E. Coincident With The East Line Of Stephen Bynam Parcel A Distance Of 323.54 Feet To A Point; Thence S. 73 Degrees 48' 23" W. Coincident With The North Line Of Stephen Bynam Parcel A Distance Of 125.74' To A Point; Thence N. 02 Degrees 37' 13" E. Coincident With The East Line Of Lawrenceberg Parcel A Distance Of 10.13 Feet To A Point; Thence S. 70 Degrees 41' 14" W. Coincident With The North Line Of Lawrenceberg Parcel A Distance Of

185.00 Feet To A Point; Thence S. 07 Degrees 22' 56" W. Coincident With The West Line Of Lawrenceberg Parcel A Distance Of 246.98 Feet To A Point; Thence N. 87 Degrees 24' 45" W. A Distance Of 20.50 Feet To A Point; Thence N. 04 Degrees 11' 59" E. Coincident With The East Line Of W. E. Bynam Parcel A Distance Of 233.08 Feet To A Point; Thence S. 71 Degrees 48' 43" W. Coincident With The North Line Of W. E. Bynam Parcel A Distance Of 70.08 Feet To A Point; Thence N. 04 Degrees 19' 34" E. Coincident With The East Line Of James Sparkman Parcel A Distance Of 162.63 Feet To A Point; Thence N. 84 Degrees 14' 44" E. Coincident With The South Line Of State Route 57 A Distance Of 583.54 Feet To A Point; Thence Along A Curve To The Right A Radius Of 2600.38 Feet And An Arc Length Of 463.66 Feet To The Point Of Beginning, Containing 5.05 Acres. Less & Except: Beginning At A Point In The Northeast Corner Of The W.E. Bynum Parcel; Thence N. 71 Degrees 48' 43" E. A Distance Of 36.99 Feet To A Point, Thence S. 07 Degrees 22' 56" W. Coincident With The West Line Of The Lawrenceberg Parcel A Distance Of 246.98 Feet To A Point; Thence N. 87 Degrees 24' 45" W. A Distance Of 20.50 Feet To A Point; Thence N. 04 Degrees 11' 59" E. Coincident With The East Line Of The W. E. Bynum Parcel A Distance Of 233.08 Feet To The Point Of Beginning. The street address of the above-described property is believed to be 200 E College St, Saulsbury, TN 38067, 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: Brian Riggins Secretary of Housing and Urban Development, Book 810, Pages 93-99 and Instrument # 234125 Secretary of Housing and Urban Development, Book 827, Pages 923-929 and Instrument # 242009 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: 11/6/2025 and 11/13/2025 Nestor Solutions of Tennessee, LLC, Substitute Trustee 214 5th Street, Suite 205 Huntington Beach, California 92648 Phone: (888) 403-4115 TS#: 2025-19190-TN

#### Meeting Notice

Hardeman County Commissioners will meet 7 p.m. on November 18, 2025, at the Hardeman County Courthouse, 2nd floor, 100 N. Main St., Bolivar. 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 Heart N Soul Hospice Memphis, a/an existing Hospice Agency owned by Heart N Soul Hospice of Memphis 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 Chester, Crockett, Dyer, Hardeman, Haywood, Lake, Lauderdale, Madison and McNairy Counties to its service area (License #631). The address of the project will be 1255 Lynnfield Road, Suite 258, Memphis, Shelby County, Tennessee, 38119. The estimated project cost will be \$200,000. The anticipated date of filing the application is 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](mailto:hdsa.staff@tn.gov).

# CLASSIFIEDS / PUBLIC NOTICES

## PUBLIC NOTICES

### 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 28, 2001, executed by WILLIAM BRADLEY HUTCHISON A/K/A WILLIAM B HUTCHISON A/K/A WILLIAM BRAD HUTCHISON A/K/A BRAD WILLIAM HUTCHISON and TRACY LYNN HUTCHISON conveying certain real property therein described to R. BRADLEY SIGLER, as Trustee, as same appears of record in the Register's Office of Crockett County, Tennessee recorded March 30, 2001, in Deed Book 175, Page 435 (as modified via Modification of record in Deed of Trust Book 289, Page 47); and

WHEREAS, the beneficial interest of said Deed of Trust was last transferred and assigned to US Bank Trust National Association, Not In Its Individual Capacity But Solely As Owner Trustee For VRMTG Asset Trust who is now the owner of said debt; and

WHEREAS, the undersigned, Ruben Lublin TN, PLLC, having been appointed as Substitute Trustee by instrument to be filed for record in the Register's Office of Crockett County, Tennessee.

NOW, THEREFORE, notice is hereby given that the entire indebtedness has been declared due and payable, and that the undersigned, Ruben Lublin TN, PLLC, 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 11, 2025 at or about 1:00 PM at the Front Steps of the Crockett County Courthouse, Alamo, Tennessee, proceed to sell at public outcry to the highest and best bidder for cash or certified funds ONLY, the following described property situated in Crockett County, Tennessee, to wit:

ALL THE FOLLOWING DESCRIBED REAL ESTATE, LYING AND BEING IN CROCKETT COUNTY, TENNESSEE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: TRACT NO. 1: LYING AND BEING IN THE 9TH CIVIL DISTRICT OF CROCKETT COUNTY, TENNESSEE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIN ON THE EAST LINE OF EDDIE WILLIAMS AS RECORDED IN DEED BOOK 100, PAGE 642, IN THE REGISTER'S OFFICE OF CROCKETT COUNTY, TENNESSEE, SAID PIN BEING NORTH 15 DEGREES 29 MINUTES 46 SECONDS EAST A DISTANCE OF 379.11 FEET FROM THE NORTHWEST CORNER OF JERRY SKELTON AS RECORDED IN DEED BOOK 86, PAGE 416, IN SAID REGISTER'S OFFICE; THENCE WITH WILLIAMS' EAST LINE NORTH 15 DEGREES 29 MINUTES 46 SECONDS EAST A DISTANCE OF 210 FEET TO AN IRON PIN; THENCE SOUTH 74 DEGREES 30 MINUTES 14 SECONDS EAST A DISTANCE OF 188.89 FEET TO AN IRON PIN; THENCE SOUTH 15 DEGREES 29 MINUTES 46 SECONDS WEST A DISTANCE OF 210 FEET TO AN IRON PIN; THENCE NORTH 74 DEGREES 30 MINUTES 14 SECONDS WEST A DISTANCE OF 207.63 FEET TO THE POINT OF BEGINNING, CONTAINING 1 ACRE, AS SURVEYED BY DAVID HALL LAND SURVEYING COMPANY, R.L.S. #943, ON MARCH

21, 2000, AND BEING A PORTION OF THE HUTCHISON TRACT AS RECORDED IN DEED BOOK 85, PAGE 243 IN SAID REGISTER'S OFFICE. TRACT NO. 2: A PERMANENT EASEMENT FOR INGRESS AND EGRESS BEGINNING AT A POINT ON THE WEST MARGIN OF HIGHWAY 188 (25 FEET AT RIGHT ANGLES FROM CENTERLINE) SAID POINT BEING NORTH 36 DEGREES 00 MINUTES EAST A DISTANCE OF 453.34 FEET FROM THE NORTHEAST CORNER OF JERRY SKELTON AS RECORDED IN DEED BOOK 86, PAGE 416, IN THE REGISTER'S OFFICE OF CROCKETT COUNTY, TENNESSEE; THENCE NORTH 43 DEGREES 21 MINUTES 09 SECONDS WEST A DISTANCE OF 224.96 FEET TO A POINT; THENCE NORTH 26 DEGREES 06 MINUTES 20 SECONDS WEST A DISTANCE OF 184.37 FEET TO A POINT; THENCE NORTH 50 DEGREES 30 MINUTES 13 SECONDS WEST A DISTANCE OF 83.73 FEET TO A POINT; THENCE NORTH 67 DEGREES 29 MINUTES 31 SECONDS WEST A DISTANCE OF 926.03 FEET TO A POINT; THENCE NORTH 80 DEGREES 09 MINUTES 17 SECONDS WEST A DISTANCE OF 131.99 FEET TO A POINT; THENCE SOUTH 79 DEGREES 10 MINUTES 15 SECONDS WEST A DISTANCE OF 172.90 FEET TO THE END. BEING THE CENTER LINE OF 20 FOOT INGRESS, EGRESS EASEMENT ACROSS THE HUTCHISON TRACT AS RECORDED IN DEED BOOK 85, PAGE 243 IN SAID REGISTER'S OFFICE. DESCRIPTION TAKEN FROM SURVEY BY DAVID HALL LAND SURVEYING COMPANY, R.L.S. #943, ON MARCH 21, 2000. BEING THE SAME PROPERTY CONVEYED HEREIN BY DEED RECORDED IN DEED BOOK 118, PAGE 594, IN THE REGISTER'S OFFICE OF CROCKETT COUNTY, TENNESSEE.

Parcel ID: 026-040.05  
PROPERTY ADDRESS: The street address of the property is believed to be **4087 HWY 188, ALAMO, TN 38001**. 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): WILLIAM BRADLEY HUTCHISON A/K/A WILLIAM B HUTCHISON A/K/A WILLIAM BRAD HUTCHISON A/K/A BRAD WILLIAM HUTCHISON, TRACY LYNN HUTCHISON  
OTHER INTERESTED PARTIES:

ROBERT MANSFIELD D/B/A MANSFIELD STORE, ROBERT MANSFIELD D/B/A MANSFIELD'S STORE, THE PEOPLES BANK, RANDY C. CAMP, RANDY C. CAMP, ATTORNEY, BAYVIEW LOAN SERVICING, LLC, UNIVERSITY SCHOOL OF JACKSON, RETAIL AGRONOMY SOLUTIONS, LLC, DEERE CREDIT, INC., DEERE CREDIT, DEWAYNE HENDRIX, STURDIVANT ROAD FARM EQUIPMENT, LLC, INSOUTH BANK, HELENA CHEMICAL COMPANY

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

### MEETING NOTICE

The Crockett County Budget Committee will meet Monday, November 17, at 6 p.m. in the downstairs courtroom of the Crockett County courthouse. *11/12 RT*

The Crockett County Commission will meet Monday, November 17, at 6:30 p.m. in the downstairs courtroom of the Crockett County courthouse. *11/12 RT*

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, 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  
rlselaw.com/property-listing  
Tel: (877) 813-0992  
Fax: (470) 508-9401

A copy of this notice is being published at [www.BetterChoiceNotices.com](http://www.BetterChoiceNotices.com)

*11/5, 12, 19 RT*

### NOTICE TO CREDITORS

**Estate of Leland Herriman No. 11291**

Notice is hereby given that on the 30th day of October 2025, Letters of Administration in respect to the estate of Leland Herriman who died Intestate, were issued to the undersigned by the Probate Court of Crockett 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 above-named Court in triplicate 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); 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 (or posting) as described in (1) (A); or

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

This 30th day of October 2025.

Matthew West, Administrator  
Estate of Leland Herriman  
James Stephenson, Clerk & Master  
Alexandra Blackburn,

Attorney  
310 Great Circle RD  
Nashville, Tennessee  
37243  
615-762-0475

*11/12, 19 RT*

### Northwest Tennessee Economic Development Council Public Service Announcement

The Board of Directors of the Northwest Tennessee Economic Development Council will hold a Joint Governance Training and Board Meeting on Friday, November 21, 2025, from 10:00 a.m. to 2:00 p.m. at the Martin Event Center - Room D, located at 89 Central Street, Martin, TN 38237. The Governance Training will take place from 10:00 a.m. to 12:00 p.m., with a Zoom option available for remote participation during the training only. Lunch will be provided immediately following the training, and the Board Meeting will begin at 12:30 p.m., conducted exclusively in person. *11/12 RT*

### NOTICE TO CREDITORS

**Estate of Anita Louise Woods No. 11292**

Notice is hereby given that on the 30th day of October 2025, Letters of Administration in respect to the estate of Anita Louise Woods who died Intestate, were issued to the undersigned by the Probate Court of Crockett 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 above-named Court in triplicate 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); 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 (or posting) as described in (1) (A); or

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

This 30th day of October 2025.

Tarah Kail, Administrator  
Estate of Anita Louise Woods  
James Stephenson, Clerk & Master  
Justin P. Jones, Attorney  
28 S. Washington Ave  
P.O. Box 878  
Brownsville, Tennessee  
38012  
731-772-3466

*11/12, 19 RT*

### 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 Becky Moats 931-624-8916. (TnScan)

### CABLE / SATELLITE TV / WIRELESS

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

**Get Boost Infinite!** Unlimited Talk, Text and Data For Just \$25/mo! The Power Of 3 5G Networks, One Low Price! Call Today and Get The Latest iPhone Every Year On Us! 855-454-6457 (TnScan)

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

**Get DISH Satellite TV + Internet!** Free Install, Free HD-DVR Upgrade, 80,000 On-Demand Movies, Plus Limited Time Up To \$600 In Gift Cards. Call Today! 1-844-274-6074 (TnScan)

### HEALTH/BEAUTY

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 [#6258](http://www.dental50plus.com/tnpress) (TnScan)

### HOME IMPROVEMENT

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)

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)

### WANTED - TO BUY

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)

### Advertise Throughout Tennessee

**YOUR LOW COST ADVERTISING Solution!** One call & your 25 word ad will appear in 103 Tennessee newspapers for \$275/wk or 26 West TN newspapers for \$100/wk. Call this newspaper's classified advertising dept. or go to [www.tnpress.com/newspaper-networks](http://www.tnpress.com/newspaper-networks) (TnScan)

Be prepared before the next power outage.



**It's not just a generator. It's a power move.™**

Receive a free 5-year warranty with qualifying purchase\* - valued at \$535.

Call 855-900-6204 to schedule your free quote!

\*Terms and Conditions apply.

**GENERAC**

### 412 Sales, LLC Self Storage

9098 Hwy 412 S • Bells, TN 38006 • 731-345-3109 or 731-202-1676

### FORECLOSURE OF LIEN AND SALE OF PERSONAL PROPERTY AT AUCTION

**Sale Date / Time:** November 14, 2025 at 2:00 p.m.

Occupant's contents of the following units will be sold to the highest bidder to satisfy the owner's lien.

**Unit C15:** Occupant, Kristin Allison

### 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 N Soul Hospice Memphis, a/an existing Hospice Agency owned by Heart N Soul Hospice of Memphis 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 Chester, Crockett, Dyer, Hardeman, Haywood, Lake, Lauderdale, Madison and McNairy Counties to its service area (License #631). The address of the project will be 1255 Lynnfield Road, Suite 258, Memphis, Shelby County, Tennessee, 38119. The estimated project cost will be \$200,000. The anticipated date of filing the application is 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](mailto:hsda.staff@tn.gov).



**Tre Hargett**  
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/

11/13/2025

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

**Request Type: Certificate of Existence/Authorization**

Issuance Date: 11/13/2025

Request #: C2025099980

**Document Receipt**

Order Number:		Verification #:	
Receipt #:		Filing Fee:	\$
Payment: Credit Card -			\$
Entity Name:	HEART N SOUL HOSPICE OF MEMPHIS LLC	Initial Filing Date:	02/28/2024
SOS Control #:	001515979	Formation Locale:	TENNESSEE
Entity Type:	Limited Liability Company (LLC)	Duration Term:	Perpetual
Status:	Active	Annual Report Due:	04/01/2026
Fiscal Year Close:	December		
Business County:	DAVIDSON		
Managed By:	Member Managed		
Obligated Member Entity:	No		

**CERTIFICATE OF EXISTENCE**

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

**HEART N SOUL HOSPICE OF MEMPHIS LLC**

- \* is a Limited Liability Company duly formed under the law of this State with a date of incorporation and duration as given above;
- \* has paid all fees, interest, taxes and penalties owed to this State (as reflected in the records of the Secretary of State and the Department of Revenue) which affect the existence/authorization of the business;
- \* has filed the most recent annual report required with this office;
- \* has appointed a registered agent and registered office in this State;
- \* has not filed Articles of Dissolution or Articles of Termination. A decree of judicial dissolution has not been filed.
- \* has indicated in its Articles of Organization (as amended if applicable) that it is a Series LLC.

Tre Hargett  
Secretary of State

Verification #: 71939B62



**Tre Hargett**  
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**

Issuance Date: 11/13/2025

Order #: C2025099980

Copies Requested: 1

Receipt #:

Payment: Credit Card -

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that **HEART N SOUL HOSPICE OF MEMPHIS LLC**, Control # 001515979 was formed or qualified to do business in the State of Tennessee on 02/28/2024. HEART N SOUL HOSPICE OF MEMPHIS 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

Tracking #	Date Filed	Filing Description
B1513-8844	02/28/2024	Initial Filing for Heart N Soul Hospice of Memphis LLC
B1636-7667	11/12/2024	Articles of Amendment for Heart N Soul Hospice of Memphis LLC
B2025387662	06/10/2025	Notice of Determination for HEART N SOUL HOSPICE OF MEMPHIS LLC



001515979

**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 # 001515979

**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 N Soul Hospice Memphis 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:**

DAVID TURNER  
DAVID TURNER  
110  
51 CENTURY BLVD  
NASHVILLE, TN 37214  
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

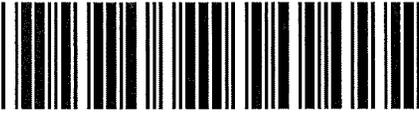
**8. Number of Members at the date of filing:** 2

**9. Period of Duration:** Perpetual

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

DAVID TURNER  
110  
51 CENTURY BLVD  
NASHVILLE, TN 37214  
DAVIDSON COUNTY

B1513-8844 02/28/2024 7:40 AM 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 # 001515979

**The name of the Limited Liability Company is:** Heart N Soul Hospice Memphis LLC

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

DAVID TURNER  
110  
51 CENTURY BLVD  
NASHVILLE, TN 37214

**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 Turner  
Printed Name

Member

Title/Signer's Capacity

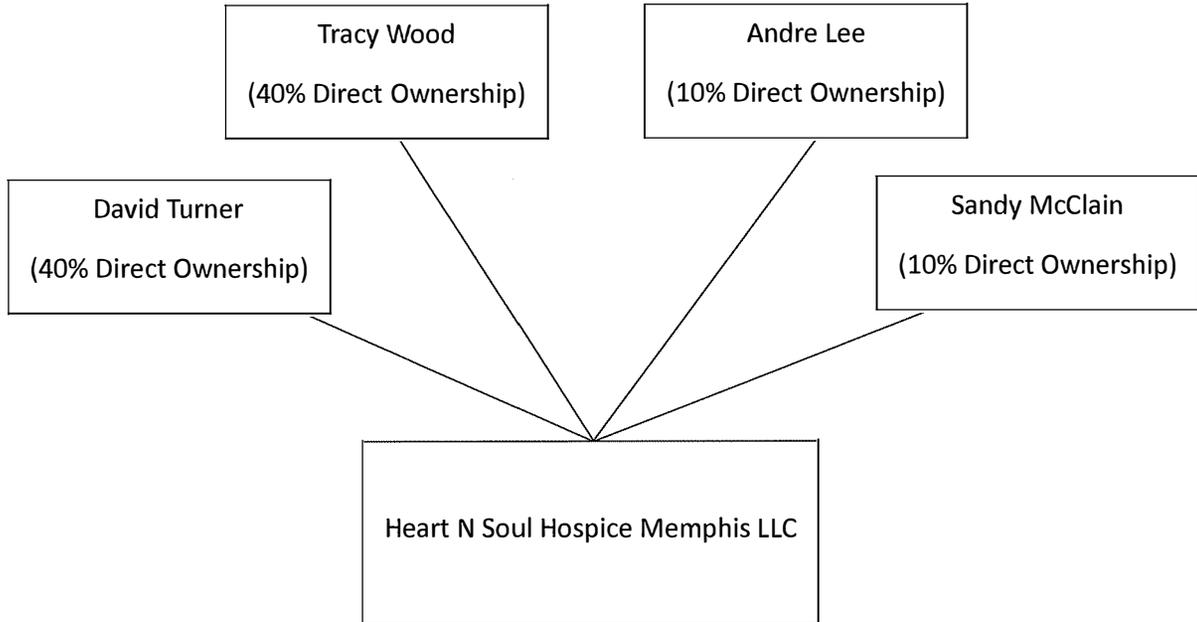
Feb 28, 2024 7:40AM

Date

B1513-8845 02/28/2024 7:40 AM Received by Tennessee Secretary of State Tre Hargett



**Attachment 7A – Organization Chart**



## **Management Agreement**

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

**OFFICE LEASE AGREEMENT**

This Office Lease Agreement (hereinafter, the "Lease") entered into this 27 day of March, 2024, by and between **LYNNFIELD OFFICE PROJECT, LLC**, a Tennessee limited liability company (hereinafter, the "Landlord"), c/o In-Rel Properties North, LLC (hereinafter, the "Manager"), and **HEART AND SOUL HOSPICE MEMPHIS, LLC**, a Tennessee limited liability company (hereinafter, the "Tenant").

**WITNESSETH**

In consideration of the covenants, conditions, agreements and stipulations herein contained, on the part of the Tenant to be kept and performed, the Landlord does hereby lease to the Tenant that certain space described herein. To Have and to Hold the same on the following terms and conditions:

**SECTION 1.1 GENERAL PROVISION** Term shall be for a period of thirty-seven (37) month(s) from the Commencement Date (as hereinafter defined) (hereinafter, the "Initial Term").

**1.2 Property:** A certain property located on the 1st floor at 1255 Lynnfield Road and commonly known as Building A within Lynnfield Office Park (hereinafter, the "Property" or "Building") consisting of approximately 279,621 square feet (hereinafter, the "Property Size" or "Building Size").

**1.3 Premises:** A certain space commonly known as Suite 258 (hereinafter, the "Premises"). The Premises are set forth on Exhibit A attached hereto and made a part hereof.

**1.4 Square Footage:** Landlord and Tenant deem the Premises to consist of 1,600 rentable square feet (hereinafter, the "Square Footage").

**1.5 Base Rent:** As set forth in the schedule below (hereinafter, the "Base Rent").

Period	Base Rent	Period Total
5/1/24 - 4/30/25	\$2,533.33	\$30,399.96
5/1/25 - 4/30/26	\$2,609.33	\$31,311.96
5/1/26 - 5/31/27	\$2,687.61	\$34,938.93

**1.6 Base Rent Increase:** As set forth in Section 1.5.

**1.7 Base Rent Abatement:** Provided that no Default (as hereinafter defined) has existed prior to the month of any abatements provided herein, the Base Rent shall be abated as follows: first month of the Initial Term, subject to the terms of Section 2 (hereinafter, the "Base Rent Abatement").

**1.8 Common Area Maintenance:** Common Area Maintenance (as hereinafter defined) is included in the Base Rent, subject to the terms set forth in Section 6.

**1.9 Real Estate Taxes:** Real Estate Taxes (as hereinafter defined) are included in the Base Rent, subject to the terms set forth in Section 8.

**1.10 Property Insurance:** Property Insurance (as hereinafter defined) is included in the Base Rent, subject to the terms set forth in Section 9.

**1.11 Sales Tax:** Intentionally Deleted.

**1.12 Security Deposit:** \$2,687.61 (hereinafter, the "Security Deposit") and as further described in Section 24.

**1.13 Tenant's Use(s):** The use (the "Use"), as further described in Section 12, shall mean general office use for hospice care services.

**1.14** Intentionally deleted

**1.15 Commencement Date:** Shall mean May 1, 2024 (hereinafter, the "Commencement Date"). Should the Commencement Date differ from the Commencement Date defined above, a modified Commencement Date will be confirmed by way of a Landlord's Notice of Possession and Commencement, the form of which is attached hereto as Exhibit E and made a part hereof for all purposes.

**1.16 Expiration Date:** Shall mean May 31, 2027, subject to the terms of Section 5.3 (hereinafter, the "Expiration Date").

**1.17 Landlord's Notice Address:**  
 Lynnfield Office Project, LLC  
 c/o In-Rel Properties North, LLC  
 200 Lake Avenue, 2<sup>nd</sup> Floor  
 Lake Worth Beach, FL 33460

**1.18 Tenant's Notice Address:**  
 Heart and Soul Hospice Memphis, LLC  
 51 Century Blvd., Suite 110  
 Nashville, TN 37214  
 Attn: David Turner

**1.19 Real Estate Broker(s):** Colliers Management Services – Memphis, LLC on behalf of the Landlord and Commercial Advisors, LLC on behalf of the Tenant (hereinafter, the "Real Estate Broker(s)") and as further described in Section 37. If no Real Estate Broker(s) are named herein, it shall be understood that there are none.

**1.20 Due at Execution Items:** Upon execution of this Lease by Tenant, Tenant shall remit to Landlord \$5,220.94, which shall include the following: Base Rent for first month of Initial Term, Security Deposit, and prior to Possession (as hereinafter defined), Tenant shall submit to Landlord Tenant's certificate of insurance as required in Section 15 (hereinafter, the "Due at Execution Items"). If the Due at Execution Items are not delivered in full, then Landlord, at its option, shall have the right to deem this Lease null and void.

**1.21 Payments:** All rental checks should be made payable to Lynnfield Office Project, LLC and submitted to the following unless otherwise advised by Landlord:

**Standard / Overnight Mailing Address:**  
 c/o In-Rel Properties, Inc.  
 200 Lake Avenue, 2<sup>nd</sup> Floor  
 Lake Worth Beach, FL 33460

or by wire transfer to:

**Wire/ACH Instructions:**

Bank Name: Truist Bank  
 ABA #: 263 191 387  
 Acct #: 1100009945812  
 Acct Name: In-Rel Properties, Inc.  
 Must include reference: **Lynnfield Office Park**

**1.22 Condition of Premises:** Landlord shall provide Tenant with turnkey improvements to the Premises based on the improvement plan and scope of work described on Exhibit D (collectively, the "**Landlord's Work**"). Any changes made by Tenant to Landlord's Work and resulting cost shall be the sole responsibility of Tenant and shall be paid prior to the commencement of the work, and in no event later than five (5) days following request of payment from Landlord. Landlord and Tenant agree that all alterations, improvements and additions made to the Premises according to Exhibit D, whether paid for by Landlord or Tenant, will, without compensation to Tenant, become Landlord's property upon installation and will remain Landlord's property at the expiration or earlier termination of the Lease. Except for the above-referenced Landlord's Work, Tenant shall accept the Premises in its current AS-IS Condition.

**1.23** Intentionally Deleted.

**1.24 Base Year:** Calendar Year 2024 (hereinafter, the "**Base Year**").

**SECTION 2 – RENT.** All (a) Base Rent, (b) Tenant's Proportionate Share (as hereinafter defined) of (i) Common Area Maintenance, (ii) Real Estate Taxes and (iii) Property Insurance, and (c) Additional Rent (as hereinafter defined) (hereinafter, the "**Rent**"), shall be due and payable at Landlord's Notice Address in advance without demand, on the first (1st) day of each month. In the event Landlord has not received the full Rent by the first (1st) day of each month, Tenant shall pay the greater of \$200.00 or fifteen percent (15%) of unpaid portion of the Rent as a late fee (hereinafter, the "**Late Fee**") for each month that the amount remains unpaid. In addition to Rent, any other tax, charge or fee that Tenant assumes or agrees to pay hereunder (hereinafter, the "**Additional Rent**"), shall be due and payable as set forth in this Lease and in the event of non-payment, Landlord shall have all rights and remedies as herein provided for failure to pay Rent. If any check given to Landlord by Tenant shall not be honored by the bank upon which it is drawn, Landlord, at its option, may require all future payments made by Tenant to Landlord to be made by cash, certified check, cashier's check, money order or wire transfer. If, at any time during the Term, Tenant is in Default, beyond any applicable cure period, the Base Rent Abatement shall become immediately due and payable to Landlord.

**SECTION 3 – TERM.** The term of this Lease shall be for the Initial Term (plus the partial month, if the Commencement Date is other than the first day of a month), together with any extension, renewal or option term(s) (hereinafter, the "**Term**"), unless sooner terminated as hereinafter provided. The term "**Lease Year**" shall be defined as the first twelve (12) months following the Commencement Date. If the Commencement Date falls on a day other than the first day of the month, the Lease Year shall be deemed to begin the first day of the following month. The term "**Calendar Year**" shall be the period commencing January 1 and ending December 31 of any given year.

**SECTION 4 - PREMISES; COMMON AREAS.** Tenant is given the right to the non-exclusive use of all such facilities designed for common use, and Landlord shall have the right from time to time to change such facilities, to do such things as in the Landlord's sole discretion may be necessary regarding such facilities. The Square Footage includes the area contained within the Premises together with a common area percentage factor of the Premises proportionate to the total Building Size.

A common area conference room (the "**Common Conference Room**") for tenants of Property is i) located on east side 2nd floor of Building B known as 1355 Lynnfield Road; ii) available on-a first-come-first-serve basis; and iii) at no rent to Tenant. Notwithstanding the above, Landlord has the option to charge Tenant a janitorial service fee at its option should Landlord determine the Common Conference Room requires such service after Tenant's use.

**SECTION 5 - POSSESSION; PREPARATION OF PREMISES**

**5.1** All work in renovating and preparing the Premises for Tenant's use, other than Landlord's Work, if applicable, (hereinafter, the "**Tenant's Work**"), shall be accomplished by Tenant at Tenant's sole expense, but only in accordance with plans and specifications approved in writing by Landlord. Tenant's Work shall be in conformity with all laws, ordinances, building codes, and fire regulations applicable to the Premises and the Property (hereinafter, the "**Law**" or "**Laws**"), and Tenant shall hold Landlord harmless from any penalty, damage, injury, loss, or expense of whatever kind arising out of Tenant's Work.

**5.2** At the sooner to occur of the Commencement Date or the date that Landlord delivers the Premises to Tenant (hereinafter, the "**Possession**"), Tenant shall accept the Premises and the Property in their existing condition and state of repair. By taking Possession of the Premises, Tenant shall be deemed to establish conclusively that all improvements have been completed in accordance with the Work Letter, if applicable, and are suitable for the purposes for which the Premises are let. Tenant further agrees that, if requested by Landlord, Tenant will furnish Landlord with a written statement that Tenant has accepted the Premises and that Landlord has fully complied with Landlord's covenants and obligations hereunder (an example of which is included in this Lease, if applicable). If Tenant shall fail to execute within five (5) days after such request, it shall be understood that the contents of such document are correct.

**5.3** If Landlord shall be unable to give Possession of the Premises on the Commencement Date by any reason, except Tenant's failure to commence or complete the plans or construction of Tenant's Work, then Tenant's obligation to pay Rent shall not commence until Possession of the Premises is given or is available, whereby the Commencement Date shall become the date Tenant takes Possession and the Expiration Date shall be extended by the same amount of time that the Commencement Date was delayed. If pursuant to the previous sentence, the Expiration Date becomes a day other than the last day of a month, the Expiration Date, in that event, shall become the last day of the month in which it falls. Tenant agrees to accept such abatement of Rent as liquidated damages in full satisfaction of the failure of Landlord to give Possession of the Premises on said date, including, without limitation, the ability to terminate the Lease. Should a delay result pursuant to this Section 5.3, Landlord shall send a document for Tenant to exercise to clearly define the adjustment in such dates. If Tenant fails to execute within five (5) days of such request, it shall be understood that the contents of such document are correct.

**5.4** If Tenant shall occupy the Premises prior to the Commencement Date with Landlord's prior written consent, but not open for business, such occupancy by Tenant shall be deemed to be that of a Tenant under all of the terms, covenants and conditions of this Lease, except that the obligation to pay Rent shall not be due and payable until the Commencement Date.

**SECTION 6 - COMMON AREA MAINTENANCE**

**6.1** If in any Calendar Year during the Term after the Base Year, as defined in Section 1, the costs and expenses necessary to operate the Property in Landlord's discretion (hereinafter, the "**Common Area Maintenance**") exceeds the amount of Common Area Maintenance in the Base Year, then Tenant shall pay, as Additional Rent to Landlord, an amount which is the product of (i) the amount of such increase in Common Area Maintenance, and (ii) Tenant's Proportionate Share. Additionally, Tenant shall pay any Partial Year Proportionate Share of Common Area Maintenance as defined in Section 6. If Tenant's Common Area Maintenance estimate payments result in an underpayment to Landlord, Tenant shall, within ten (10) days after the receipt of the statement, pay to Landlord an amount equal to such underpayment as Additional Rent.

**6.2** "**Tenant's Proportionate Share**" shall be a fraction, the numerator of which is the Square Footage and the denominator of which is the Building Size. Tenant's "**Partial Year Proportionate Share**" shall be calculated by multiplying the amount of Tenant's Proportionate Share for the full Calendar Year by a fraction, the numerator of which is the number of days during such Calendar Year falling within the Term and the denominator of which is three hundred and sixty-five (365).

**6.3** If at any time during the Base Year, or during any subsequent Calendar Year (hereinafter, the "**Subsequent Year**"), less than ninety-five percent (95%) of the total rentable square feet of office space in the Building is occupied by tenants, the amount of Common Area Maintenance for the Base Year, or for any such Subsequent Year, as the case may be, shall be deemed to be the amount of Common Area Maintenance as reasonably estimated by Landlord that would have been incurred if the percentage of occupancy of the Building during the Base Year or any such Subsequent Year was ninety-five percent (95%). "**Operating Expenses**" shall mean Common Area Maintenance, Public Utilities, Real Estate Taxes and Property Insurance.

**SECTION 7 - PUBLIC UTILITIES.** If in any Calendar Year during the Term after the Base Year the amount of all charges for utilities at and relating to the Property, which shall include, but not limited to, electricity, water, sewer, gas and trash removal (hereinafter, the "**Public Utilities**") exceeds the amount of Public Utilities in the Base Year, then Tenant shall pay, as Additional Rent to Landlord, an amount which is the product of (i) the amount of such increase in Public Utilities, and (ii) Tenant's Proportionate Share. Additionally, Tenant shall pay any Partial Year Proportionate Share of Public Utilities. If Tenant's Public Utilities estimate payments result in an underpayment to Landlord, Tenant shall, within ten (10) days after the receipt of the statement, pay to Landlord an amount equal to such underpayment as Additional Rent. Tenant shall pay to Landlord on demand such charges as Landlord may reasonably prescribe for any electric service required by Tenant for computers and other electrical equipment or other electric service deemed by Landlord to be excessive or non-standard.

**SECTION 8 - TAXES.** If in any Calendar Year during the Term after the Base Year the amount of all real estate taxes, assessments and other charges at and relating to the Property (hereinafter, the "**Real Estate Taxes**") exceed the amount of Real Estate Taxes in the Base Year, then Tenant shall pay, as Additional Rent to Landlord, an amount which is the product of (i) the amount of such increase in Real Estate Taxes, and (ii) Tenant's Proportionate Share. Tenant shall pay any Partial Year Proportionate Share of Real Estate Taxes. If Tenant's Real Estate Taxes estimate payments result in an underpayment to Landlord, Tenant shall, within ten (10) days after the receipt of the statement, pay to Landlord an amount equal to such underpayment as Additional Rent. Tenant shall pay, without contribution from Landlord, all taxes on Tenant's personal property and trade fixtures that are assessed and payable as they become due, and shall hold Landlord harmless with respect thereto.

**SECTION 9 - PROPERTY INSURANCE.** If in any Calendar Year during the Term after the Base Year the amount of all policies of insurance carried by Landlord in connection with Landlord's ownership and operation of the Property (hereinafter, the "**Property Insurance**") exceed the amount of Property Insurance in the Base Year, then Tenant shall pay, as Additional Rent to Landlord, an amount which is the product of (i) the amount of such increase in Property Insurance, and (ii) Tenant's Proportionate Share. Additionally, Tenant shall pay any Partial Year Proportionate Share of Property Insurance. If Tenant's Property Insurance Estimate payments result in an underpayment to Landlord, Tenant shall, within ten (10) days after the receipt of the statement, pay to Landlord an amount equal to such underpayment as Additional Rent.

**SECTION 10 - MAINTENANCE AND REPAIR OF PREMISES**

**10.1** Tenant shall keep the Premises in good working order, repair and condition. Tenant's obligations hereunder shall include, but not be limited to, Tenant's trade fixtures and equipment, ceilings, walls, entrances, signs, interior decorations, window coverings, burglar alarm systems, card access or tele-entry systems, floor-coverings, wall-coverings, entry and interior doors, interior glass, plumbing fixtures, light fixtures and bulbs, keys and locks, fire extinguishers and fire protection systems, and equipment and lines for water, sewer (including free flow up to the common sewer line), restroom and/or breakroom supplies within the Premises, HVAC systems and equipment, (as further described in Section 10.2), if any, electrical, gas, steam, sprinkler and mechanical facilities from the point of connection to and within the Premises, and other systems or equipment within or which serve the Premises exclusively (whether located within or outside the Premises), and all alterations and improvements to the Premises whether installed by Landlord or Tenant. Without limiting the generality of the foregoing, at all times during the Term of this Lease, Tenant shall maintain the appearance of the Premises as a first-class business establishment.

**10.2** Intentionally Deleted.

**10.3** Landlord shall keep the roof above, the foundation, exterior walls, and the structural portions of the Premises in working order and repair (provided that Tenant shall give Landlord reasonable prior notice of the necessity for such repairs, and further provided that any damage thereto shall not have been caused by any act or omission of, or violation of this Lease by Tenant or any other occupant of the Premises, or any of their employees, agents, invitees or contractors, in which event Landlord may perform at Tenant's expense or require that Tenant perform such repairs as provided above without limiting Landlord's other remedies therefor).

**10.4** Landlord agrees to furnish Tenant while occupying the Premises the following: (i) water at those points of supply provided for general use of tenants of the Building, (ii) heated and refrigerated air-conditioning in season, at such temperatures and in such amounts as are considered by Landlord to be standard on Monday through Friday between the hours of 7:00 A.M. and 6:00 P.M., such services on Saturday, Sunday and holidays excepted), (iii) elevator service, if applicable, and (iv) electrical service in the manner and to the extent deemed by Landlord to be standard; but failure to any extent to furnish or any stoppage of these defined services shall not render Landlord liable in any respect for damages to person, property or business, nor be construed as an eviction of Tenant or as an abatement of Rent, or relieve Tenant from fulfillment of any covenant or agreement hereof.

**10.5** Charges for any services for which Tenant is required to pay from time to time hereunder, shall be due and payable within fifteen (15) business days after such billing as Additional Rent.

**10.6** Landlord shall provide Building standard janitorial services to the Premises on a schedule to be provided by Landlord.

**SECTION 11 - TRADE FIXTURES, ALTERATIONS AND LIENS**

**11.1** Tenant shall not perform any Tenant's Work or repairs on or to the Premises, the Property or the Systems and Equipment therein or servicing the Premises without the prior written consent of Landlord. "**Systems and Equipment**", as used herein, shall mean any plant, machinery, HVAC equipment, transformers, ducts, cables, wires and other equipment, facilities and systems designed to supply light, heat, ventilation, air conditioning and humidity and other services or utilities, or comprising or serving as any other component or portion of any electrical, gas, steam, plumbing, water, sewer, sprinkler, communications, alarm, security, or fire/life/safety systems or equipment, or any other electrical, mechanical, electronic, computer or other systems or equipment for the Property, except to the extent the same serves any tenant exclusively. Tenant shall pay Landlord a reasonable fee to reimburse Landlord's out-of-pocket costs, including but not limited to, the cost of any outside engineer, architect or consultant, in reviewing Tenant's plans and specifications and performing any supervision of Tenant's Work or repairs. All fixtures, including light fixtures, air-conditioning, heating and plumbing, and trade fixtures, installed and paid for by Tenant or Landlord in the Premises shall remain the property of Landlord at the expiration or earlier termination as allowed in this Lease or any renewal or extension thereof.

**11.2** For any Tenant's Work that Landlord approves pursuant to Section 5.1 or 11.1, Tenant shall do the following prior to commencement of the Tenant's Work: (i) provide the names, addresses and background information concerning all contractors, subcontractors and suppliers, (ii) post permits and bonds in amounts designated by Landlord, (iii) submit a certificate of insurance from any contractor(s) or subcontractor(s) naming Landlord and Manager as additional insureds, (iv) submit contractor(s), subcontractor(s) and supplier(s) lien waivers in form satisfactory to Landlord, and (v) submit a signed and notarized statement from any contractor(s), subcontractor(s) and supplier(s) that such business or individual agrees to not file any lien against the Landlord or the Property and will seek payment from Tenant solely.

**11.3** All Tenant's Work shall be performed: (i) in a thoroughly first class and professional manner, (ii) only with materials that are high quality and free of defects, (iii) strictly in accordance with plans and specifications approved by Landlord in advance in writing, and (iv) diligently to completion and so as to cause the least possible interference with other tenants and the operation of the Property. If Tenant fails to perform the Tenant's Work as required herein, and such failure continues for forty-eight (48) hours or more, Landlord shall have the right to stop the Tenant's Work until such failure is cured (and doing so shall in no way limit Landlord's other remedies and shall not serve to abate the Rent or abrogate or affect any of Tenant's other obligations under this Lease).

**11.4** Tenant shall keep the Property, the Premises and this Lease free from any mechanics, materialmans or similar liens or encumbrances, and any claims thereof. Tenant shall give Landlord written notice at least ten (10) days prior to the commencement of any Tenant's Work to afford Landlord the opportunity to post and record appropriate notices of non-responsibility. If, however, any lien or encumbrance is filed against the Property or any portion thereof, Tenant shall remove any such lien or encumbrance by bond or otherwise within fifteen (15) days after filing thereof. If Tenant fails to do so, Landlord may pay the amount or take such other action, as Landlord deems necessary to remove such lien or encumbrance, without being responsible for investigating the validity thereof. The amount so paid and costs incurred by Landlord shall be deemed Additional Rent under this Lease payable upon demand, without limitation as to other remedies available to Landlord. Any claim to a lien or encumbrance upon the Property or the Premises arising in connection with any work shall be null and void, or at Landlord's option shall attach only against Tenant's interest in the Premises and shall in all respects be subordinate to Landlord's title to the Property and the Premises.

**SECTION 12 - USE AND OPERATING REQUIREMENTS.** Tenant shall use the Premises for the purposes specified in Section 1, and for no other purpose whatsoever. Landlord makes no representation that the Premises are suitable for the purposes specified in Section 1. Tenant shall, throughout the Term of this Lease, operate the business located at the Premises in a dignified, first-rate manner. Tenant shall not allow any activity to be conducted on the Premises that will produce any Hazardous Materials (as hereinafter defined), and will not permit any Hazardous Materials to be brought into or stored in the Premises. As used herein, the term "**Hazardous Materials**" shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances, the use and/or the removal of which is required or the use of which is restricted, prohibited or penalized by any present or future federal, state or local laws, ordinances or other statutes of a governmental or quasi-governmental authority, relating to pollution or protection of the environment.

**SECTION 13 - RIGHTS OF LANDLORD.** Landlord reserves, in addition to any rights reserved herein, the following rights with respect to the Premises: (a) At all reasonable times, by itself or its duly authorized agents, to go upon and inspect the Premises, and at its option to make repairs, alterations, and additions thereto or to the Property of which the Premises are a part. If Tenant shall not be personally present, to open and permit an entry by Landlord into the Premises, and if an entry therein shall be necessary in the case of an emergency, Landlord or Landlord's agents may make forcible entry without rendering Landlord or such agent liable therefor and without in any manner affecting the obligations and covenants of this Lease. Tenant hereby grants Landlord the necessary licenses to carry out the terms of this provision, (b) At any time within six (6) months prior to the expiration of the Lease, to display "For Lease" signs and such signs shall be placed upon such part of the Premises designated by Landlord. Furthermore, Landlord shall be permitted to enter the Premises at any time during normal business hours for the purposes of showing the Premises to new prospective tenants, (c) Landlord shall at all times have the option to retain a key with which to unlock all the doors in, upon and about the Premises. Tenant shall not change Landlord's lock system or in any manner prohibit Landlord from entering the Premises without Landlord's prior written consent. Landlord shall have the right to use any and all means which Landlord may deem proper to open any door in an emergency without liability therefor, (d) To change the Building's name or street address, (e) To establish controls for the purpose of regulating all property and packages (both personal and otherwise) to be moved into or out of the Building and Premises, (f) To regulate delivery and service of supplies in order to insure the cleanliness and security of the Building and Premises, (g) Within ten (10) days after written request, Landlord may require Tenant to furnish to Landlord reasonably requested financial information of Tenant, and (h) At any time hereafter, Landlord may (upon thirty (30) days prior written notice) substitute for the Premises other premises in the Property (herein referred to as the "**New Premises**"), provided that the New Premises shall be similar to the Premises in area and usable for Tenant's purposes; and if Tenant is already in occupancy of the Premises, Landlord shall pay the expenses of Tenant's moving from the Premises to the New Premises. Such move shall be made during evening, weekends, or otherwise so as to incur the least inconvenience to the Tenant. If Landlord moves Tenant to such New Premises, this Lease and each and all of its terms, covenants, conditions shall remain in full force and effect and be deemed applicable to such New Premises as though Landlord and Tenant had entered into an express written amendment of this Lease with respect thereto.

**SECTION 14 - DAMAGE TO PREMISES.** In the event of a partial destruction of the Premises during the Term from any cause, Landlord shall have the option to forthwith repair the same, provided that such repairs can be made within two hundred and seventy (270) days under the Laws and Tenant shall be entitled to a proportionate reduction of Rent while such repairs shall interfere with the business of Tenant at the Premises. If such repairs cannot be made within said two hundred and seventy (270) days, Landlord, upon agreement with Tenant, which shall not be unreasonably withheld, conditioned or delayed, may make the same within a reasonable time, with this Lease continuing in effect with the Rent proportionately reduced as aforesaid. In the event that Landlord shall not elect to make such repairs, or such repairs cannot be made within two hundred and seventy (270) days or an agreed upon extended period of time, or there is more than a partial destruction of the Premises, Landlord may elect to terminate this Lease. If Landlord is required to repair the Premises pursuant to this Section 14, its obligations shall be limited to the basic building, excluding, however, all work, alterations, fixtures, or signs installed by or for Tenant and all floor coverings, furniture, equipment and decorations; and Tenant shall, at Tenant's sole cost and expense,

promptly perform all repairs and restoration to the Premises not required to be done by Landlord and shall promptly re-enter the Premises and commence its business in all parts thereof upon its repair and restoration. Any damage caused by any intentional or negligent act of Tenant, its employees, agents or invitees shall be Tenant's responsibility and shall result in no Rent reduction.

#### **SECTION 15 - INDEMNIFICATION, TENANT INSURANCE SUBROGATION AND WAIVER OF CLAIMS**

**15.1** Tenant agrees to indemnify and hold harmless Landlord and Manager and their respective shareholders, members, partners, officers, directors, employees and agents from any claims arising from Tenant, Tenant's employees, agents, invitees, customers, visitors, contractors, sub-contractors, licensees or any other person or entity. Tenant hereby agrees to pay all costs, expenses, and attorney fees incurred by Landlord in connection with this Section 15. All of Tenant's personal property in the Premises shall be and remain at Tenant's sole risk. The agreements and indemnifications of Tenant set forth herein shall survive the termination or expiration of this Lease.

**15.2** Tenant covenants and agrees that from and after Possession, Tenant will carry and maintain, at its sole cost and expense, the following types of insurance, in no less than the amounts specified and in the form hereinafter provided for (Landlord shall have the right to reasonably increase the amount or expand the scope of insurance to be maintained by Tenant hereunder): (a) Commercial general liability insurance which (i) is written on an ISO CG 00 01 policy form or equivalent, (ii) insures without exclusion damage or injury arising from heat, smoke or fumes from a hostile fire, (iii) has limits of not less than: (A) \$1,000,000 per occurrence, (B) \$2,000,000 general aggregate per location, (C) \$2,000,000 products and completed operations aggregate, (D) \$1,000,000 for personal and advertising injury liability, (iv) includes coverage for "insured contracts", and (v) contains a standard separation of insured's provision, (b) Worker's compensation in statutory limits and with employer's liability insurance with limits of not less than \$100,000 for each accident, \$100,000 for each employee for bodily injury by disease, and \$500,000 policy limit for bodily injury by disease, (c) Excess liability/umbrella insurance, in addition to and in excess of the commercial general liability, business auto liability, worker's compensation and employer's liability insurance described herein, which insures against claims for bodily injury, personal injury, advertising injury and property damage and having limits of not less than \$5,000,000, (d) "Special Form" property insurance covering all of Tenant's personal property, inventory, equipment, fixtures, alterations and improvements at the Premises up to the replacement cost of such property, (e) Business income and extra expense insurance with limits of at least twenty-five percent (25%) of Tenant's gross revenue for a twelve (12) month period, (f) Business auto liability insurance which insures against bodily injury and property damage claims arising out of ownership, use or maintenance of any auto with a combined single limit per accident of not less than \$1,000,000, and (g) Errors and omissions insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate per location.

**15.3** All policies of insurance provided for in this Lease shall be issued in a form acceptable to Landlord by insurance companies having and maintaining an AM Best Rating of A- VII or better and qualified to do business in the state in which the Property is located. Each and every such policy: (a) shall name Landlord and Manager, as well as any mortgagee requested by Landlord, and any other party reasonably designated by Landlord, as an additional insured, (b) shall be delivered to Landlord prior to Possession, and thereafter within thirty (30) days prior to the expiration of each such policy, and, as often as any such policy shall expire or terminate (renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent), (c) shall contain a provision that the insurer will give to Landlord and such other parties in interest at least thirty (30) days' notice in writing in advance of any cancellation, termination or lapse, or the effective date of any reduction in the amounts of insurance, and (d) shall be written as a primary policy which does not contribute to and is not in excess of coverage which Landlord may carry.

**15.4** In the event that Tenant shall fail to carry and maintain the insurance coverages set forth in this Lease, Landlord may procure such policies and Tenant shall promptly reimburse Landlord for the premium costs thereof, plus a twenty percent (20%) convenience fee, plus interest at the maximum rate allowed by Law, compounded monthly from the date of payment by Landlord until repaid by Tenant.

**15.5** Tenant will not do anything on the Premises or permit the Premises to be used for any purpose or in any manner that would (i) void the insurance thereon, (ii) increase the insurance risk, (iii) cause the disallowance of any sprinkler credits, or (iv) cause the insurance to be cancelled. Tenant shall pay any increase in the cost of any insurance on the Premises, which is caused by Tenant's Use of the Premises, or because Tenant vacates the Premises.

**15.6** Tenant hereby waives any rights of subrogation against Landlord on account of any loss or damage occasioned to Tenant, Tenant's property, the Premises, its contents or to the other portions of the Property, arising from any risk covered by insurance policy or policies carried on the Premises. Tenant agrees to cause its insurance companies insuring the property of Tenant against any such loss, to waive any right of subrogation that such insurers may have against Landlord.

#### **SECTION 16 - ASSIGNING, MORTGAGING, SUBLETTING**

**16.1** Tenant shall not, without the prior written consent of Landlord in each instance, which consent shall be granted or withheld by Landlord in its sole discretion: (i) assign, mortgage, pledge, hypothecate, encumber, permit any lien to attach to, or otherwise transfer, this Lease or any interest hereunder, by operation of Law or otherwise, (ii) sublet the Premises or any part thereof, or extend, renew or modify any sublease, or (iii) permit the use of the Premises by any parties other than Tenant and its employees, whether as licensee, franchisee or otherwise (all of the foregoing are hereinafter referred to collectively as a "Transfer" and any party to whom any Transfer is made or sought to be made is hereinafter referred to as a "Transferee"). For purposes of this Lease, a Transfer shall also include the following, whether accomplished directly or indirectly: (i) if Tenant is a partnership or limited liability company, the withdrawal or change, voluntary, involuntary or by operation of Law, of a majority of the partners or members, as applicable, or a transfer of a majority of interests, in the aggregate on a cumulative basis, or the dissolution of the partnership or limited liability company, as applicable, and (ii) if Tenant is a corporation (other than a corporation whose stock is listed and traded on a nationally recognized stock exchange): (a) the dissolution, merger, consolidation or other corporate reorganization of Tenant, or (b) the sale or other transfer of more than a cumulative aggregate of fifty percent (50%) of the voting shares of Tenant, and (iii) the sale, mortgage, hypothecation or pledge of more than a cumulative aggregate of fifty percent (50%) of Tenant's net assets. Any Transfer made without complying with this Section 16 shall, at Landlord's option, be null, void and of no effect (which shall not be in limitation of Landlord's other remedies). Whether or not Landlord grants consent, Tenant shall pay an application fee of \$300.00 towards Landlord's review. If assignment is approved by Landlord, then Tenant shall pay a transfer fee equal to one month rent at the then current rate, as well as any reasonable legal fees, if any, incurred by Landlord in connection therewith.

**16.2** If Landlord consents to a Transfer: (i) Tenant and Guarantor(s) (as hereinafter defined) shall remain fully liable for all obligations under this Lease, including without limitation, those obligations such as Rent arising before and after the Transfer, and any Transferee shall expressly assume all of Tenant's obligations, (ii) such consent shall not be deemed consent to any further Transfer by either Tenant or a Transferee, (iii) Tenant shall deliver to Landlord promptly after execution, an original executed copy of all documentation pertaining to the Transfer in form reasonably acceptable to Landlord, and (iv) Landlord shall not be liable for any brokerage commission or other charge or expense in connection with such Transfer.

**16.3** When Tenant submits a Transfer application, it shall be deemed an offer from Tenant to Landlord whereby Landlord (or Landlord's designee) may, at its option and for any reason whatsoever, terminate this Lease (hereinafter, the "Landlord's Transfer Termination Option"). Said option may be exercised by Landlord by giving notice to Tenant given within sixty (60) days after such notice has been given by Tenant to Landlord; and during such sixty (60) day period Tenant shall not effectuate any Transfer.

**SECTION 17 - SUBORDINATION; ATTORNMENT.** This Lease is subject and subordinate to any and all mortgages now or hereafter placed by the Landlord on the Property of which the Premises are a part. Tenant agrees to execute any forms or agreements that may reasonably be requested by Landlord or any mortgagee within five (5) days of such request. If Tenant shall fail at any time to execute, acknowledge, and deliver any such form within the time required herein, Landlord, in addition to any other remedies available in consequence thereof, may execute, acknowledge, and deliver the same as Tenant's attorney-in-fact and in Tenant's name. Tenant hereby irrevocably makes, constitutes, and appoints Landlord, its successors, and assigns, its attorney-in-fact for the purpose.

**SECTION 18 - CUSTOM AND USAGE.** Any Law, usage, or custom to the contrary notwithstanding, Landlord shall have the right at all times to enforce the covenants and conditions of the Lease in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of Landlord in refraining from so doing at any time. The failure of Landlord at any time to enforce its rights under such covenants and conditions strictly in accordance with the same shall not be construed as having created a custom or estoppel in any way contrary to the specific covenants and conditions of the Lease or having in any way or manner modified the same.

**SECTION 19 - SURRENDER AND HOLDING OVER.** The Term of this Lease shall end on the final day thereof without the requirement of notice from either party to the other. Tenant, upon expiration or termination of the Lease shall peaceably surrender to Landlord the Premises in broom clean condition and in good repair as required in the Rules and Regulations. If Tenant remains in possession of the Premises with Landlord's consent but without a new Lease in writing and duly executed, Tenant shall be deemed to occupying the Premises as a Tenant from month to month. Rent shall be double (200%) the then current monthly Rent (hereinafter, the "**Holdover Rent**"), but otherwise subject to all the covenants and conditions of the Lease. Should Tenant remain in possession of the Premises without Landlord's prior written consent, such holding over shall be deemed to be that of a tenancy-at-will and in no event from month-to-month, and shall be subject to Holdover Rent. Should Landlord suffer harm from Tenant holding over without Landlord's consent, Tenant shall be liable to Landlord for such damages that Landlord incurs.

**SECTION 20 - CONDEMNATION.** If the whole of the Premises shall be taken or condemned by any competent authority, this Lease shall cease and terminate as of the date on which title shall vest thereby in that authority and the Rent reserved hereunder shall be apportioned and paid up to date. If only a portion of the Premises shall be taken or condemned, this Lease and the Term hereof, shall not cease or terminate, but the rent payable after the date on which Tenant shall be required to surrender possession of such portion shall be reduced in proportion to the decreased use suffered by Tenant as the parties may agree or as shall be determined by arbitration. In the event of any taking or condemnation in whole or in part, the entire resulting award of consequential damages shall belong to Landlord without any deduction therefrom for the value of the unexpired Term of this Lease or for any other estate or interest in the Premises now or later vested in Tenant. Tenant assigns to Landlord all its right, title, and interest in any and all such awards. However, Tenant shall not be prohibited from pursuing its own action for damages against the condemning authority.

**SECTION 21 - FORCE MAJEURE.** In the event that Landlord or Tenant shall be delayed or hindered in or prevented from doing or performing any act or thing required hereunder by reason of any matters beyond the reasonable control of either party, then that party shall not be liable or responsible for any such delays and the doing or performing of such act or thing shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay and this Lease. Notwithstanding anything herein, the obligations of Tenant to pay Rent hereunder and perform and comply with all of the terms and provisions of this Lease shall in no way be affected, impaired, or excused.

**SECTION 22 - ESTOPPEL STATEMENT.** Tenant and Guarantor(s) shall from time to time, within five (5) business days after written request from Landlord, execute, acknowledge and deliver a statement on Landlord's form: (a) certifying that this Lease is unmodified and in full force and effect or, if modified, stating the nature of such modification and certifying that this Lease as so modified, is in full force and effect (or if this Lease is claimed not to be in force and effect, specifying the grounds thereof) and the dates to which the Rent and all other charges hereunder have been paid, and the amount of any Security Deposit, (b) acknowledging that there are not, to Tenant's or Guarantor(s) knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults, if any are claimed, and (c) certifying such other matters as Landlord may reasonably request, or as may be requested by Landlord's current or prospective lenders, insurance carriers, auditors and prospective purchasers. Any such statement may be relied upon by any such parties. If Tenant or Guarantor(s) shall fail to execute and return such statement within the time required herein, Tenant and Guarantor(s) shall be deemed to have agreed with the matters set forth therein, and Landlord acting in good faith shall be authorized as Tenant's and/or Guarantor(s) attorney-in-fact to execute such statement on behalf of Tenant and/or Guarantor (which shall not be in limitation of Landlord's other remedies thereof).

**SECTION 23 - DEFAULT AND LANDLORD'S REMEDIES**

**23.1** Any one or more of the following events at any time prior to or during the Term shall be considered a "**Default**": (a) failure by Tenant to pay when due any Rent; (b) failure by Tenant to observe or perform any term or condition of this Lease, other than the payment of Rent; (c) if Tenant shall fail to use and/or occupy the Premises in accordance with the terms hereof; or (d) (i) making by Tenant or Guarantor of any general assignment for the benefit of creditors, (ii) filing by or against Tenant or any Guarantor of a petition to have Tenant or such Guarantor adjudged bankrupt or a petition for reorganization or arrangement under any Law relating to bankruptcy or insolvency, (iii) appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located in the Premises or of Tenant's interest in this Lease, (iv) attachment, execution or other judicial seizure of substantially all of Tenant's assets located on the Premises or of Tenant's interest in this Lease, (v) Tenant's or any Guarantor's convening of a meeting of its creditors or any class thereof for the purpose of effecting a moratorium upon or composition of its debt, or (vi) Tenant's or any Guarantor's insolvency or admission of an inability to pay its debts as they mature. Except as may be expressly provided by law, nothing contained in this **Section 23** or otherwise shall be deemed to require Landlord to give the notices herein provided for prior to the commencement of a summary proceeding for non-payment of Rent or for recovery of Rent on account of any Default in the payment of the same, it being intended that such notices are for the sole purposes of creating a conditional limitation hereunder pursuant to which this Lease shall terminate and if Tenant thereafter remains in possession after such termination, Tenant shall do so as a tenant holding over without the consent of Landlord as further described in **Section 19**. If Tenant fails more than twice within any twelve (12) month period to observe or perform any covenant, condition, or agreement of this Lease (including without limitation the payment of Rent), regardless of whether such Defaults shall have been cured by Tenant, the third (3<sup>rd</sup>) Default shall, at the election of Landlord, in its sole and absolute discretion, be deemed a non-curable Default.

**23.2** Upon a Default, as provided for in **Section 23.1**, or upon the termination of this Lease for any other reason whatsoever, or if Tenant is in Default under this Lease, Landlord shall have the rights and remedies hereinafter set forth to the extent permitted by Law, which shall be distinct, separate and cumulative with and in addition to any other rights and remedies allowed under any Law or other provisions of this Lease: (a) Landlord may immediately, or at any time after such Default or after the date upon which this Lease and the Term shall expire and come to an end, re-enter the Premises or any part

thereof, either (i) by force or otherwise, (ii) by summary proceedings or other applicable action or proceeding, (b) Landlord, at Landlord's option, may relet the whole or any part or parts of the Premises from time to time to such tenant or tenants, for such term or terms that Landlord elects, in its sole judgment (Landlord shall have no obligation to relet the Premises or any part thereof), and (c) Tenant, on its own behalf and on behalf of all persons claiming through or under Tenant, including all creditors, does further hereby waive any and all rights which Tenant and all such persons might otherwise have under any present or future Law to redeem, repossess, or reinstate the Premises or Lease, after (i) Tenant shall have been dispossessed by a judgment of possession or by warrant of eviction issued by any court, (ii) any entry by Landlord, or (iii) any expiration or termination of this Lease and the Term, whether such dispossession, re-entry, expiration or termination shall be by operation of Law or pursuant to the provisions of this Lease. The words "re-enter", "re-entry" and "re-entered" as used in this Lease shall not be deemed to be restricted to their technical legal meanings.

**23.3** If this Lease and the Term shall expire and come to an end for any reason whatsoever, or if Landlord shall re-enter the Premises, then, in any of said events: (a) Tenant shall pay to Landlord all Rent and other charges payable under this Lease by Tenant to Landlord to the date upon which this Lease and the Term shall have expired and come to an end or to the date of re-entry upon the Premises by Landlord, as the case may be; (b) Tenant also shall be liable for and shall pay to Landlord, as damages, any deficiency between the Rent reserved in this Lease for the period which otherwise would have constituted the unexpired portion of the Term and the net amount, if any, of rents collected under any reletting by Landlord affected pursuant to this Lease for any part of such period (first deducting from the rents collected under any such reletting all of Landlord's expenses in connection with the termination of this Lease, or Landlord's re-entry upon the Premises and with such reletting, including, but not limited to, all repossession costs, brokerage commissions, advertising, legal expenses, attorneys' fees and disbursements, expenses incurred by Landlord for any repairs, maintenance, changes, alterations and improvements to the Premises (whether to prevent damage or to prepare the Premises for reletting), any economic incentives given to enter leases with replacement tenants, costs of collecting rent from replacement tenants, and other expenses of preparing the Premises for such reletting (hereinafter, the "**Costs of Reletting**") (altogether hereinafter, the "**Deficiency**"). Any such Deficiency shall be paid in monthly installments by Tenant on the days specified in this Lease for payment of installments of Rent, Landlord shall be entitled to recover from Tenant monthly, the Deficiency as the same shall arise, and no suit to collect the amount of the Deficiency for any month shall prejudice Landlord's right to collect the Deficiency for any subsequent month by a similar proceeding. Landlord shall at all times have the right without prior demand or notice except as required by applicable Law to seek any declaratory or other equitable relief and sue for and collect any unpaid Rent which has accrued; or (c) Whether or not Landlord shall have collected any monthly Deficiency as aforesaid, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord, on demand, in lieu of any further Deficiency and for liquidated and agreed final damages, a sum equal to the amount by which the Rent reserved in this Lease for the period which otherwise would have constituted the unexpired portion of the Term exceeds the then fair and reasonable rental value of the Premises for the same period, taking into account among other things, the condition of the Premises, market conditions and the period of time the Premises may reasonably remain vacant before Landlord is able to re-lease the same to a suitable replacement tenant, and Costs of Reletting that Landlord may incur in order to enter such replacement lease, less the aggregate amount of Deficiency theretofore collected by Landlord pursuant to the provisions of Section 23.3(b) for the same period. If, before presentation of proof of such liquidated damages to any court, commission or tribunal, the Premises, or any part thereof, shall have been relet by Landlord for the period which otherwise would have constituted the unexpired portion of the Term, or any part thereof, the amount of rent reserved upon such reletting shall be deemed, prima facie, to be the fair and reasonable rental value for the part or the whole of the Premises so relet during the term of the reletting. For purposes of computing the amount of Rent herein that would have accrued after the Expiration Date, Tenant's obligation for taxes, expenses and all other charges hereunder shall be projected, based upon the average rate of increase, if any, in such items from the Commencement Date through the Expiration Date.

**23.4** If this Lease or Tenant's right to possession is terminated, or Tenant vacates or abandons the Premises, Landlord may enter and secure the Premises, remove any property of Tenant therein, perform any alterations as Landlord shall determine in Landlord's sole discretion to prevent damage or deterioration to the Premises or prepare the same for reletting.

**23.5** Landlord shall be under no obligation to observe or perform any provision of this Lease on its part to be observed or performed which accrues after the date of any Default by Tenant.

**SECTION 24 - SECURITY DEPOSIT.** Tenant shall deposit with Landlord the amount set forth in Section 1 as the Security Deposit upon Tenant's execution and submission of this Lease by means reasonably acceptable to Landlord. The Security Deposit shall serve as security for the prompt, full and faithful performance by Tenant of the terms and provisions of this Lease. If Tenant shall Default hereunder, or owes any amount to Landlord upon the expiration of this Lease, Landlord shall have the right to draw down the entire Security Deposit and apply the proceeds or any part thereof for the payment or performance of Tenant's obligations hereunder. The use or application of the Security Deposit shall not prevent Landlord from exercising any other right or remedy available to Landlord and shall not be construed as liquidated damages. If Landlord shall have drawn down the Security Deposit and applied all or a portion thereof in accordance with the terms of this Section 24, then Tenant shall deposit with Landlord, within three (3) business days after notice from Landlord, a sufficient amount to bring the balance of the Security Deposit held by Landlord under this Section 24 to the amount of the Security Deposit as set forth in Section 1. Provided Tenant shall not be in Default, any remaining portion of the Security Deposit shall be returned to Tenant within sixty (60) days after the later of: (i) the Expiration Date, as may be amended, or (ii) the date that Tenant has vacated the Premises.

**SECTION 25** - Intentionally Deleted

**SECTION 26 - LIABILITY OF LANDLORD.** Tenant shall look solely to Landlord's interest in the Property for the satisfaction of any judgment or decree requiring the payment of money by Landlord, based upon any default hereunder, and no other property or asset of Landlord shall be subject to levy, execution, or enforcement procedure for the satisfaction of such judgment or decree.

**SECTION 27 - LEGAL EXPENSES.** In the event that it shall become necessary for Landlord or Tenant to employ the services of an attorney to enforce any of its rights under the Lease or to collect any sums due to it under the Lease or to remedy the breach of any covenant of the Lease on the part of either party to be kept or performed, the prevailing party shall be entitled to such reasonable fees and costs for such services be reimbursed by the other party. Should suit be brought for the recovery of possession of the Premises, or for Rent or any other sum due Landlord under the Lease, or because of the breach of any of Tenant's covenants under the Lease, Landlord shall be entitled to recover its reasonable attorney's fees and costs, including such fees and costs on appeal. Any such legal fees are considered Additional Rent for the purpose of this Lease.

**SECTION 28 - EASEMENTS, AGREEMENTS, OR ENCUMBRANCES.** The parties shall be bound by all existing and future easements, agreements, and encumbrances of record relating to the Premises including, but not limited to any deed or plat restrictions, and Rules and Regulations (as hereinafter defined) governing the Premises and the Property or any part thereof, as same may be amended.

**SECTION 29 - TIME OF THE ESSENCE.** Time is of the essence with respect to all provisions of this Lease.

**SECTION 30 - QUIET ENJOYMENT.** Landlord warrants that Tenant shall be granted peaceable and quiet enjoyment of the Premises free from any eviction or interference by Landlord if Tenant pays the Rent and other charges provided herein and otherwise fully and punctually performs and complies with the terms, conditions and provisions of this Lease.

**SECTION 31 - SIGNS.** Landlord shall install a Building standard sign by the entrance door for the Tenant to the Premises in a location and design to be specified by the Landlord. In addition, Tenant's name and suite number shall be included in Building's two (2) lobby directories, located on the north and south entrances, at no cost to Tenant. Any future signage changes or modifications shall be at Tenant's sole cost and expense. Within fifteen (15) days from the date of execution of the Lease, Tenant shall provide to Landlord its signage plans for the subject Premises for Landlord's review and approval. Tenant shall have five (5) days after receipt of Landlord's comments on such plans to make all necessary revisions and obtain Landlord's approval.

**SECTION 32 - SCOPE AND INTERPRETATION OF AGREEMENT.** The Lease and all Exhibits attached hereto set forth all of the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant concerning the Premises and there are no covenants, promises, conditions, or understandings either oral or written between them other than herein set forth. Upon execution of the Lease, any and all proposals and/or letters of intent shall be superseded by the Lease. Except as otherwise provided, no subsequent alteration, change or addition to the Lease shall be binding upon the Landlord or Tenant unless reduced to writing and signed by both parties. Tenant also acknowledges and agrees that any subsequent renewal, extension, modification, or exercise of option period, if any option included, of this Lease of any type shall be conducted directly between the Tenant and Landlord without participation of any third-party or in-house real estate brokers which would require payment of a commission thereon. Should either Landlord or Tenant utilize any third-party or in-house real estate brokers which would require payment of a commission or fees of any type, the party requesting and utilizing the services of the particular broker shall be responsible for any and all fees or commissions incurred for the services of the broker related to the transaction. The law of the State of Tennessee shall govern the validity, interpretation, performance and enforcement of the Lease. The Lease shall not be more strictly enforced against either party regardless of who was more responsible for its preparation. Except at Landlord's option, no part of this Lease may be recorded in any public records of any municipality or county records.

**SECTION 33 - INVALID PROVISIONS.** If any provision of the Lease shall be determined to be void by any court of competent jurisdiction or any law enacted subsequent to the date hereof, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect.

**SECTION 34 - CAPTIONS.** Any headings preceding the text of the provisions and sub-paragraphs hereof are inserted solely for convenience of reference and shall not constitute a part of the Lease, nor shall they affect its meaning, construction, or effect.

**SECTION 35 - SUCCESSORS AND ASSIGNS.** All rights, obligations and liabilities given to, or imposed upon, the parties hereto shall extend to and bind the respective heirs, executors, administrators, successors, subtenants, licensees, concessionaires and assigns of such parties, subject to the terms of Section 35 hereof. No rights, however, shall inure to the benefit of any Transferee unless the Transfer to such Transferee has been approved by Landlord in writing as set forth in Section 16. Nothing contained in the Lease shall in any manner restrict Landlord's right to assign or encumber the Lease, or to modify the Manager listed herein, and in the event Landlord sells its interest in the Property and the purchaser assumed Landlord's obligations and covenants, Landlord (and Manager, if applicable) shall thereupon be relieved of all obligations hereunder.

**SECTION 36 - NOTICES.** Wherever in the Lease it shall be required or permitted that notice or demand be given or served by either party to or on the other, such notice or demand shall not be deemed to have been duly given or served unless in writing and (i) personally delivered, (ii) sent by registered or certified mail postage prepaid or equivalent of such, or (iii) sent by a nationally recognized overnight courier such as UPS or FedEx, in each case to the notice addresses set forth in Section 1 of this Lease. Such notice addresses may be changed from time to time by either party by serving notice, as above provided. If service of any notice is effected by registered or certified mail, delivery shall be deemed to have occurred two (2) business days after mailing, and by personally delivered or by a nationally recognized overnight courier, on the date of delivery.

**SECTION 37 - REAL ESTATE BROKER(S).** Landlord and Tenant warrant and represent to each other that, except for the Real Estate Broker(s) described in Section 1, no broker was involved on its behalf in negotiating or consummating this Lease, and each party agrees to indemnify, and hold the other harmless from and against any and all claims for brokerage commissions, arising out of any communications or negotiations conducted by such party with any broker, regarding the Premises, or any other premises in the Property, and/or the consummation of this Lease. Landlord shall be responsible for any compensation payable to the Real Estate Broker(s) pursuant to a separate agreement between Landlord and the Real Estate Broker(s).

**SECTION 38 - RULES AND REGULATIONS.** Tenant covenants and agrees to obey the Rules and Regulations as set forth and made a part hereof as Exhibit B.

**SECTION 39 - CONFIDENTIALITY.** Tenant hereby agrees to keep all of the terms and conditions of this Lease, as well as any other subsequent agreements, whether or not they are in writing, confidential and shall not share any of the terms or conditions of this Lease with anyone. The agreements of Tenant set forth in this Section 39 shall survive the termination or expiration of this Lease.

**SECTION 40 - TELECOMMUNICATIONS**

**40.1** Tenant acknowledges and agrees that all telephone, telecommunications, computer networking and other related services desired by Tenant shall be ordered and utilized at the sole expense of Tenant. Except as may be specified elsewhere in this Lease, unless Landlord otherwise requests or consents in writing, all of Tenant's telecommunications equipment shall be and remain solely in the Premises and, in accordance with rules and regulations adopted by Landlord from time to time, the telephone closets on the floors on which the Premises is located. Landlord shall have no responsibility for the maintenance of Tenant's telecommunications equipment, including wiring, nor for any wiring or other infrastructure to which Tenant's telecommunications equipment may be connected. Tenant agrees that to the extent any such service is interrupted, curtailed or discontinued, Landlord shall have no obligation or liability with respect thereto and it shall be the sole obligation of Tenant at its expense to obtain substitute service.

**40.2** Any and all telecommunications equipment installed in the Premises or elsewhere in the Building by or on behalf of Tenant, including wiring, or other facilities for telecommunications transmittal, shall be removed prior to the expiration or earlier termination of the Term, by Tenant at its sole cost, or at Landlord's election, by Landlord at Tenant's sole cost, with the cost thereof to be paid as Additional Rent. Landlord shall have the right, however,

upon written notice to Tenant given no later than thirty (30) days prior to the expiration or earlier termination of the Term, to require Tenant to abandon and leave in place, without additional payment to Tenant or credit against Rent, any and all telecommunications wiring and related infrastructure, or selected components thereof, whether located in the Premises or elsewhere in the Building.

**40.3** Except as may be specified elsewhere in this Lease, Tenant shall not utilize any wireless communications equipment (other than usual and customary cellular telephones and wireless internet), including antenna and satellite receiver dishes, within the Premises or the Building, without Landlord's prior written consent. Without limiting the foregoing, Landlord reserves the right to condition its consent upon Tenant's agreement to pay to Landlord a reasonable charge for the right to utilize any communications equipment as described in this Section 40.3.

**40.4** In the event telecommunications equipment, wiring and facilities installed by or at the request of Tenant within the Tenant's Premises, or elsewhere within or on the Building causes interference to equipment used by another party, Tenant shall assume all liability related to such interference. Tenant shall use reasonable efforts, and shall cooperate with Landlord and other parties, to promptly eliminate such interference. In the event that Tenant is unable to do so, Tenant will substitute alternative equipment which remedies the situation. If such interference persists, Tenant shall discontinue the use of such equipment, and, at Landlord's discretion, remove such equipment according to the foregoing specifications.

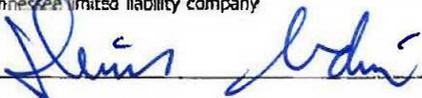
**SECTION 41 – WAIVER OF TRIAL BY JURY.** To the extent permitted by Law, Landlord and Tenant hereby mutually waive any right to trial by jury in any action, proceeding or counterclaim brought by either party on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, the Premises, and/or the Property.

**SECTION 42 – CONTINGENCY.** This lease is contingent upon Tenant providing to Landlord the Certificate of Need (the "CON") presented by the Health Services and Development Agency for the State of Tennessee to Tenant for the Licensure of Hospice Services. Such CON is to be delivered to Landlord no later than April 30, 2024. Should the CON not be delivered to Landlord by such date, then this Lease will become null and void.

*Signatures on following page*

This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one in the same instrument. Tenant expressly agrees that if the signature of Landlord and/or Tenant on this Lease is not an original, but is a digital, mechanical, or electronic reproduction (such as, but not limited to, a photocopy, fax, or email), then such signature shall be as enforceable, valid, and binding as, and the legal equivalent to, an authentic and traditional ink-on-paper original wet signature penned manually by its signatory. The parties hereto further agree to be bound by all terms and provisions of this Lease, including, without limitation, all exhibits and amendments, which are made a part hereof. The following Exhibits, if any, have been made a part of this Lease before the parties' execution hereof: Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E.

Landlord:  
Lynnfield Office Project, LLC,  
a Tennessee limited liability company

By: 

Print Name: Dennis Udwin

Print Title: President

Tenant:  
Heart and Soul Hospice  
Memphis, LLC,  
a Tennessee limited liability company

By: 

Print Name: Sandy McClain

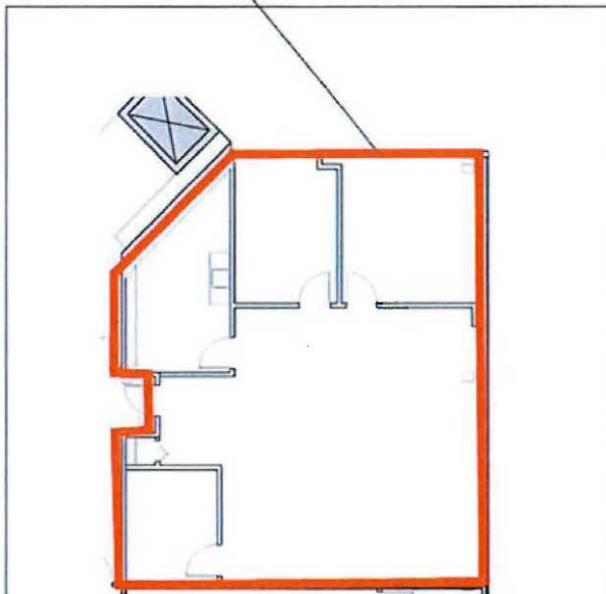
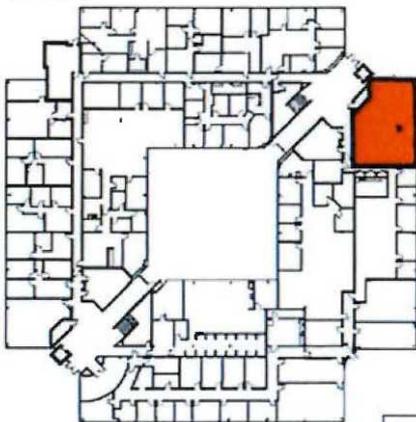
Print Title: \_\_\_\_\_

**EXHIBIT A**

**PREMISES**

This floor plan is diagrammatic only, is intended only to be a general description of the Premises as of the date of this Lease, and is not intended to show the exact dimensions or configuration of the Premises.

**Building A – 1255 Lynnfield Rd  
2<sup>nd</sup> Floor**



**1 FLOOR PLAN SUITE 258**  
SCALE: 1/8" = 1'-0"  
OFFICE AREA: 1,800 RSF

<p>LYNNFIELD OFFICE PARK A</p>   		<p>PROJECT # CLARK DATE 6/15/13 DRAWN BY KD</p> <p><b>BD</b></p>
---	--	--

**EXHIBIT B****RULES AND REGULATIONS**

Tenant covenants and agrees with Landlord to obey the following Rules and Regulations (hereinafter, the "Rules"):

1. **Common Areas.** Tenant shall not use the common areas of the Property, including areas adjacent to the Premises, for any purpose other than ingress and egress, and any such use thereof shall be subject to the other provisions of this Lease, including these Rules.
2. **Deliveries.** Fixtures, furniture, inventory and all other deliveries may be brought into the Property only at times, in the location and manner designated by Landlord, in compliance with all Laws, at Tenant's sole risk.
3. **Processing.** Whenever Tenant shall submit to Landlord any plan, agreement or other document for the consent or approval of Landlord, Tenant shall pay to Landlord, on demand, and as an Additional Rent hereunder, a processing fee in the amount of the reasonable fees for review and negotiation thereof, including the services of any architect, engineer, attorney or other consultant or professional employed by Landlord to review such plan, agreement or document.
4. Intentionally Deleted.
5. Intentionally Deleted.
6. **Signs and Display Windows.** Tenant shall not place, erect or maintain or permit to be placed, erected or maintained any sign or other thing of any kind outside the Premises (including without limitation, exterior walls and roof, or the Property signage), or on the interior or exterior surfaces of glass panes or doors, except such single sign as Landlord shall expressly approve in writing for or in connection with Tenant's entryway (collectively, "Tenant's Signage"). Tenant's Signage shall comply with the sign criteria adopted from time to time by Landlord and shall comply with other requirements relating to Tenant's Signage (collectively, the "Sign Criteria") which Landlord may impose with respect thereto. Tenant acknowledges and agrees that all aspects of Tenant's Signage are subject to Landlord's advance written approval. All Tenant's signs shall be professionally designed, prepared and installed, in good taste and first class in all respects so as not to detract from the appearance of the Premises as a first class business or the Property and shall comply with the Sign Criteria adopted by Landlord from time to time. Blinds, shades, drapes, window tint or other such items shall not be placed in or about the windows in the Premises except to the extent, if any, that the character, shape, design, color, material and make thereof is first approved by Landlord in writing. Any approval by Landlord pursuant to this Rule 6 may be granted or withheld by Landlord in its sole and absolute discretion. If Tenant places, erects or maintains or permits to be placed, erected or maintained, any sign in violation of the foregoing terms of this Rule 6, such sign may be removed by or on behalf of Landlord without notice and without such removal constituting a breach of this Lease or entitling Tenant to claim damages on account thereof. Landlord's approval sought by Tenant pursuant to this Rule 6 may be granted or withheld in Landlord's sole discretion.
7. **Plumbing Equipment.** The toilet rooms, urinals, wash bowls, sinks (including mop sinks, if applicable), drains and sewers and other plumbing fixtures, equipment and lines, whether in the Premises or common areas, shall not be misused or used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein.
8. **Roof, Awnings and Projections.** Tenant shall not install any antennae, satellite dish or any other device on the roof, exterior walls or common areas of the Property without Landlord's prior written approval, which approval Landlord may grant or withhold in its sole discretion.
9. **Overloading Floors.** Tenant shall not place or allow a load on any floor in the Property which exceeds the floor load per square foot which such floor was designed and is permitted to carry including any public corridors or elevators therein, and Landlord may direct and control the location of safes, vaults and all other heavy articles and require supplementary supports of such material and dimensions as Landlord may, in its sole discretion deem necessary to properly distribute the weight at Tenant's expense (including expenses for structural review and engineering).
10. **Locks and Keys.** Landlord will provide Tenant with one (1) key to the Premises and one (1) access card (if applicable). Any additional keys and/or access cards shall be at Landlord's current rate at the time of such request. Upon termination of the Lease or Tenant's right to possession, Tenant shall: (a) return to Landlord all keys or access cards, and in the event of loss of any such items shall pay Landlord therefor, and (b) advise Landlord as to the combination of any vaults or locks that Landlord permits to remain in the Premises.
11. **Unattended Premises.** Before leaving the Premises unattended, Tenant shall close and securely lock all doors or other means of entry to the Premises and shut off all lights, water faucets and other controllable utilities in the Premises (except heat to the extent necessary to prevent the freezing or bursting of pipes). This provision shall not imply that Tenant may leave the Premises unattended in violation of the operating requirements set forth elsewhere in this Lease.
12. **Energy Conservation.** Tenant shall not waste electricity, water, heat or air conditioning, or other utilities or services, and agrees to cooperate fully with Landlord and comply with any Laws to assure the most effective and energy efficient operation of the Property.
13. **Labor Relations.** Tenant shall not, at any time prior to or during the Term, directly or indirectly employ, or permit the employment of, any contractor, mechanic or laborer in or with respect to the Premises, whether in connection with any work or otherwise, if in Landlord's sole judgment, such employment will (or is likely to) interfere or cause any conflict with other contractors, mechanics or laborers engaged in the construction, maintenance or operation thereof by Landlord, Tenant or others. In the event of any such interference or conflict, Tenant, upon demand of Landlord, shall cause all contractors, mechanics or laborers causing such interference or conflict to leave the Property immediately. If Tenant fails to cease such interference or conflict, Landlord, in addition to any other rights available under this Lease and pursuant to Law, shall have the right to seek an injunction with or without notice in accordance with applicable Laws. Tenant shall be required to submit a valid certificate of insurance for any vendors/contractors employed by tenant, scope of work should also be submitted to Landlord for approval to ensure they are in compliance with the Laws and the Rules.
14. **Landlord's Tradename and Trademarks.** No symbol, design, name, mark or insignia adopted by Landlord for the Property or picture or likeness of the Property shall be used by Tenant without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole discretion.
15. **Parking.** In addition to Landlord's rights relating to parking of Tenant's and its employee's vehicles set forth in the Lease, no parking shall be permitted overnight, except with Landlord's prior written consent. Landlord does not provide safekeeping, nor shall it be deemed an insurer for any vehicles or their contents that are parked at any time on the Property. Landlord shall not be responsible for fire, theft, damage or losses of any kind to any vehicle.
16. **Prohibited Activities.** Tenant shall not: (i) operate any loudspeaker, television set, phonograph, radio or other musical or sound producing instrument or device which is audible outside the Premises, (ii) operate any electrical or other device which interferes with or impairs radio, television, microwave or other broadcasting or reception from or in the Property or elsewhere, (iii) bring or permit any bicycle, moped, scooter or other vehicle, or dog (except in the company of a blind party) or other animal, fish or bird in the Property, (iv) make or permit objectionable noise, vibration or odor to emanate from the Premises or any equipment serving the same, (v) do or permit anything in or about the Property that is unlawful, immoral, obscene or pornographic, or any sort of massage parlor or which, in Landlord's sole judgment, is likely to create or maintain a nuisance, or do or permit anything in

or about the Property that is likely to injure the reputation of the Property, (vi) use or permit upon the Premises anything that violates the certificates of occupancy issued for the Premises or the Property, and Tenant shall comply with all requirements of Landlord's insurance carriers, the American Insurance Association, and any board of fire underwriters, (vii) use the Premises for any purpose, or permit upon the Premises anything, that may be dangerous to parties or property (including but not limited to flammable oils, fluids, paints, chemicals, firearms or any explosive articles or materials), (viii) do or permit anything to be done upon the Premises in any way tending to disturb, bother or annoy any other tenant or occupant of the Property or the tenants or occupants of any neighboring property or Landlord, and (ix) clean or require, permit, suffer or allow any window in the Premises to be cleaned from the outside in violation of any other applicable Law or of any other board or body having or asserting jurisdiction.

**17. Responsibility for Compliance.** Tenant shall be responsible for ensuring compliance with the Rules by Tenant's employees and as applicable, by Tenant's agents, invitees, contractors, subcontractors and suppliers.

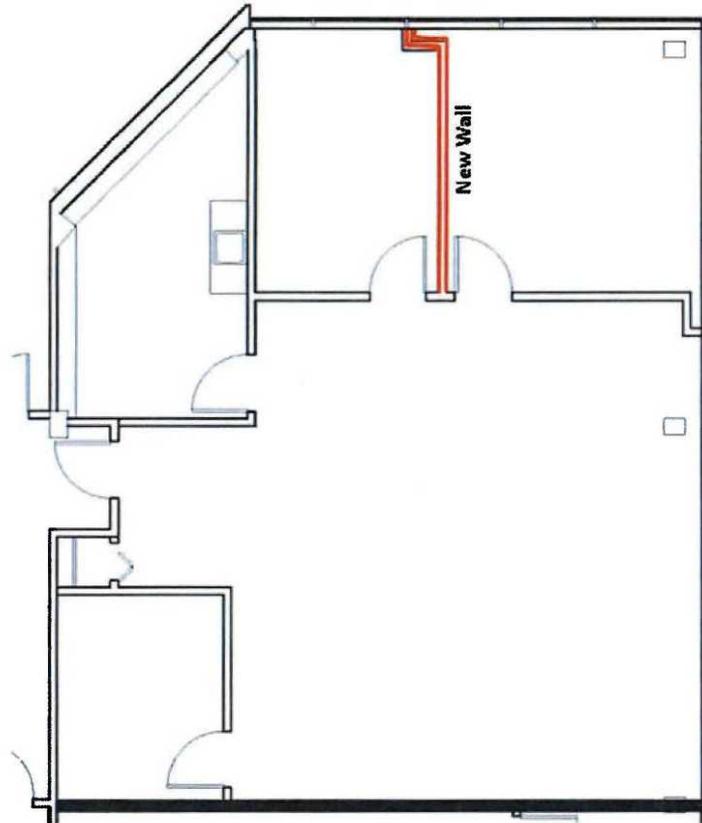
**18.** Tenant must inform Landlord of the actual date of Tenant's move (both into the Premises and out of the Premises), and such date must be mutually agreed to by Tenant and Landlord. All elevators, if applicable, must be padded and protected. The move will not take place during normal business hours, unless otherwise agreed. Additionally, Tenant must provide their moving company's certificate of insurance prior to the commencement of the move.

**19.** Prior to vacating the Premises, Tenant shall: (i) be certain all Rent is paid in full, (ii) discharge any liens placed on the Premises due to Tenant's action, (iii) clean the entire Premises, including any shelves or cabinets, and remove all debris and trash, (iv) vacuum and professionally clean all carpet(s) and submit receipt to Landlord, (v) patch and spackle all walls so they are ready for painting, (vi) submit keys and access cards to the Premises to Landlord, (vii) replace all burned out or missing light bulbs, (viii) clean all mini-blinds, verticals and other window treatments, including their tracks and repair and/or replace any verticals or slats as necessary, (ix) wash all windows and glass doors, (x) remove any decals or signage, and (xi) clean bathroom(s), if applicable.

**20. Rules.** Landlord reserves the right to rescind, alter, waive or add, as to one or more or all tenants, any rule or regulation at any time prescribed for the Property when, in the reasonable judgment of Landlord, Landlord deems it necessary or desirable for the reputation, safety, character security, care, appearance or interests of the Property or any portion thereof, or the preservation of good order therein or the operation or maintenance of the Property or any portion thereof, or the equipment thereof, or the comfort of the tenants or others therein. No rescission, alteration, waiver or addition of any rule or regulation in respect of one tenant shall operate as a rescission, alteration or waiver in respect of any other tenant.

---

**EXHIBIT C**  
**INTENTIONALLY DELETED**

**EXHIBIT D****LANDLORD'S WORK: SCOPE OF WORK**

Landlord shall perform the following scope of work to the Premises, utilizing building-standard finishes:

- 1) Construct new wall to split the existing large room into 2 private offices; location as shown above in red
- 2) Apply paint to new wall, color to match existing
- 3) Install new cove base to match existing
- 4) Clean existing carpet and existing LVT flooring throughout the Premises

Please note that except for the above-referenced Landlord's Work, Tenant shall accept Premises in its current **AS-IS Condition**.

**EXHIBIT E**

**LANDLORD’S NOTICE OF COMPLETION AND COMMENCEMENT – EXAMPLE ONLY**

Dear {NAME},

Referring to the Lease dated [LEASE DATE] between [LANDLORD] and [TENANT] for the Premises located at the [BUILDING NAME], [SUITE ADDRESS] (the "Lease"), all stipulations have been met for the Term and Rent to commence as set forth in the Lease. All capitalized terms used herein shall have the meanings attributed to them in the Lease, unless otherwise expressly stated herein, or unless the context hereof requires otherwise.

The following dates/terms shall now apply:

- The Commencement Date shall now mean [DATE];
- The Expiration Date shall now mean [DATE];
- The Base Rent shall be as set forth in the following schedule:

[RENT SCHEDULE]

Please acknowledge your agreement to the dates set forth above by signing below. If you fail to execute this agreement within five (5) days of receipt, it shall be understood that the contents of this agreement are correct.

Kind Regards,  
{LANDLORD}

Content Agreed To:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**PREMISES**

This floor plan is diagrammatic only, is intended only to be a general description of the Premises as of the date of this Lease, and is not intended to show the exact dimensions or configuration of the Premises.

**Building A – 1255 Lynnfield Rd**  
**2<sup>nd</sup> Floor**

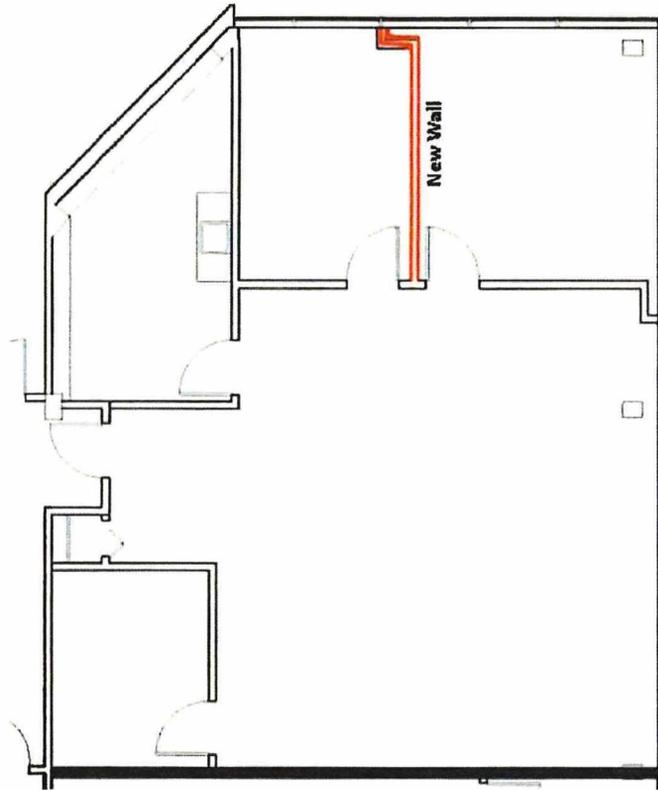


**1 FLOOR PLAN SUITE 258**  
SCALE: 1/8" = 1'-0"  
OFFICE AREA: 1,600 RSF

<b>LYNNFIELD OFFICE PARK A</b>		<b>THE CRUMP FIRM</b> ARCHITECTS	PROJECT #	CLARK
			DATE	5/1/19
			DRAWN BY	AD
				<b>BD</b>

**EXHIBIT D**

**LANDLORD'S WORK: SCOPE OF WORK**



Landlord shall perform the following scope of work to the Premises, utilizing building-standard finishes:

- 1) Construct new wall to split the existing large room into 2 private offices; location as shown above in red
- 2) Apply paint to new wall, color to match existing
- 3) Install new cove base to match existing
- 4) Clean existing carpet and existing LVT flooring throughout the Premises

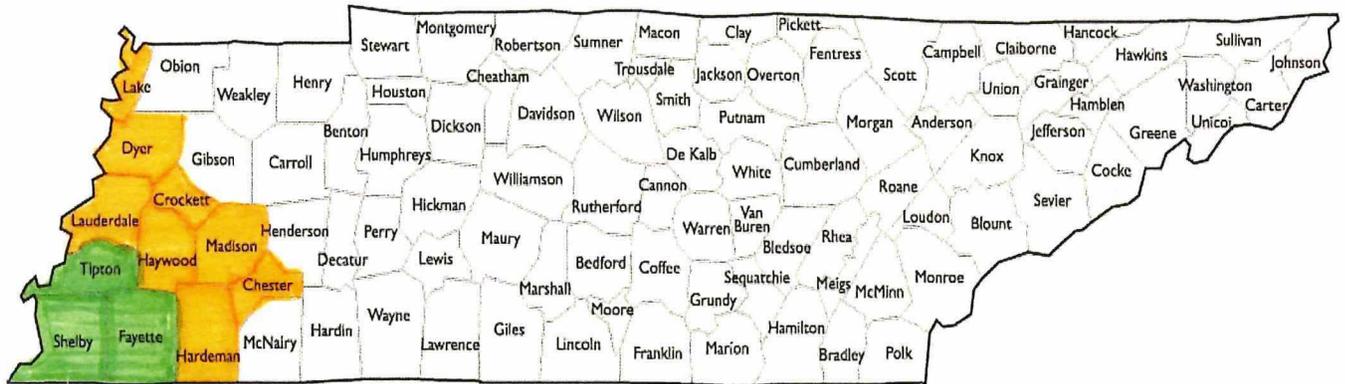
Please note that except for the above-referenced Landlord's Work, Tenant shall accept Premises in its current **AS-IS Condition**.

**List of Licensed Providers in Proposed Service Area**

Agencies Servicing Proposed Service Area	Counties Licensed to Serve							
	Chester	Crockett	Dyer	Hardeman	Haywood	Lake	Lauderdale	Madison
Aseracare Hospice-McKenzie (Carroll)	X	X	X	X	X	X	X	X
Baptist Memorial Home Care & Hospice (Carroll)	X	X						X
Avalon Hospice (Davidson)	X	X	X	X	X	X	X	X
Hospice of West Tennessee (Madison)	X	X	X	X	X		X	X
Tennessee Quality Hospice (Madison)	X	X	X	X	X	X	X	X
Legacy Hospice of the South (McNairy)	X			X				
AccentCare Hospice & Palliative Care of TN, LLC (Shelby)	X	X	X	X	X		X	X
Caris Healthcare (Shelby)	X	X	X	X	X	X	X	X
Baptist Trinity Home Care & Hospice (Shelby)		X	X	X	X		X	
Baptist Hospice Union City (Obion)			X			X		
Compassus-Memphis (Shelby)				X	X		X	
Amedisys Hospice Care (Shelby)							X	
<b>TOTAL NO. OF AGENCIES LICENSED TO SERVE:</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>9</b>	<b>8</b>	<b>5</b>	<b>9</b>	<b>7</b>

# TENNESSEE COUNTY MAP

## Shelby County Service Area Expansion



= Existing Licensed Counties (License #631)



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

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
Chester	17,587	17,696	0.62%	5,627	5,844	3.86%	33.02%	37.8	\$60,543	2,744	15.6%	3,578	20.34%
Crockett	14,140	14,078	-0.44%	4,829	4,876	0.97%	34.64%	40.2	\$59,049	2,093	14.8%	3,458	24.46%
Dyer	36,844	36,856	0.03%	12,106	12,218	0.93%	33.15%	40.0	\$54,973	6,595	17.9%	9,972	27.07%
Hardeman	24,487	24,165	-1.31%	7,936	7,764	-2.17%	32.84%	40.4	\$46,173	4,236	17.3%	6,605	26.97%
Haywood	16,437	15,960	-2.90%	6,065	6,094	0.48%	38.18%	43.1	\$43,513	3,748	22.8%	4,772	29.03%
Lake	6,877	6,820	-0.83%	1,999	1,933	-3.30%	28.34%	41.6	\$30,500	2,221	32.3%	1,843	26.79%
Lauderdale	25,343	25,193	-0.59%	7,699	7,618	-1.05%	30.24%	39.4	\$49,205	4,739	18.7%	6,966	27.49%
Madison	98,902	99,138	0.24%	37,718	33,420	-11.39%	33.71%	39.0	\$58,702	20,077	20.3%	24,572	24.84%
Service Area Total	259,810	259,335	-0.18%	83,979	79,767	-5.02%	30.76%	40.19	\$50,332	46,453	17.9%	61,766	23.77%

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	1,005,103	14%	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).

December 5, 2025

TO WHOM IT MAY CONCERN:

I am the Director of the UT/TSU Extension Service located in Ripley, TN. UT Extension serves the citizens of Lauderdale County with a variety of educational programs. Educational programs focus on Row Crop Agriculture, Beef Cattle, strengthening individuals, families, 4-H and communities by addressing critical issues and needs, such as financial management, improving nutrition and health and managing chronic conditions. We strive to maximize the quality of life for all, especially older adults in our community by providing intentional programming that fosters mental, physical, and social well-being in a safe and caring environment.

I had a conversation with Morgan Crenshaw with Heart'n Soul Hospice and she shared with me they are applying for the hospice Certificate of Need in Lauderdale County.

Heart' n Soul Hospice understands what is needed in our diverse community to provide quality end of life care to people of all ages, all races, and all diagnosis. They understand the importance of health equity with the senior population, no matter where they call home and specifically developed the Senior Journey program to address health equity and the Social Determinants of Health with the elderly.

If awarded the Certificate of Need in our area, we are very interested in their culturally appropriate education such as Advance Care Planning.

Heart n Soul Hospice collaborates with the community to reach out to all seniors through building relationships with community-based programs to provide a more inclusive setting that respects the unique needs and traditions of each patient wherever they live.

I welcome Heart n Soul Hospice to our community and fully support Heart and Soul Hospice application for the CON in Lauderdale County.

Sincerely,



JC Dupree, Jr  
Extension Agent III/County Director

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.

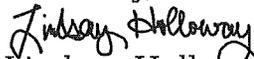
Heart and Soul Hospice has consistently demonstrated a commitment to providing high-quality, patient-centered care that honors the dignity and wishes of those they serve. Their approach not only supports patients but also provides essential emotional and spiritual support to families during some of the 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

111  
*Lauderdale County*  
Commission on Aging

December 9, 2025

TO WHOM IT MAY CONCERN:

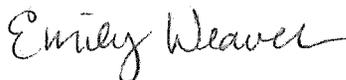
I am Emily Weaver with the Lauderdale County Commission on Aging based in Halls, TN. Our mission is to develop, implement and continually improve multiple services that will enable older citizens to enjoy the highest quality of life; to improve and enrich the quality of life of the senior population, aged 60 years and older, and other disabled adults to enhance their independence. We are focused on serving older adults and people with disabilities in our area. We service all of Lauderdale County.

I met with Morgan Crenshaw of Heart n Soul Hospice, and she shared with me they are applying for the hospice certificate of need that includes Lauderdale County, TN.

I am sending you my letter in support of Heart n Soul Hospice to be selected for the CON. Heart n Soul Hospice understands what is needed in our community that includes rural and urban areas to provide quality end of life care to people of all ages and all diagnosis. They understand the importance of health equity and specifically developed the Senior Journey program to address the Social Determinants of Health with the elderly. Heart n Soul Hospice is very interested in providing culturally appropriate education to our clients on topics such as Advance Care Planning and offer bereavement and grief in services to those who have lost a loved one. Through their Rural Journey program, Heart'n Soul Hospice provides quality services to all no matter where they live, no matter their diagnosis. It is about improving the quality of life for those patients in their final chapter of life. When other hospices have reduced their special programs, it is a pleasure to see that Heart'n Soul Hospice is fully committed to their programs that enhance the regulatory services of hospice.

I welcome Heart n Soul Hospice to our community and fully support Heart and Soul Hospice application for the Certificate of Need that includes Lauderdale County.

Sincerely



Emily Weaver



December 10, 2025

To Whom It May Concern

Let me introduce myself, my name is Mary Moore, Crockett County Aging Services Director in Alamo, TN. With decades of experience and a compassionate team, we are committed to helping our clients maintain their independence and quality of life at home. Our goal is to provide services to improve the quality of life for seniors; and to assist with activities of daily living to help seniors remain independent and living at home. The Crockett Senior Center/Office on Aging offers programs and activities that provide fun, recreation, and fellowship with other seniors.

I had a conversation with Morgan Crenshaw of Heart'n Soul Hospice, and she shared with me they are applying for the hospice certificate of need in Crockett County

Heart'n Soul Hospice focuses on enhancing the patient's quality of remaining time left. Through their many patient programs, they highlight quality, compassion and education.

They believe in education to help the senior navigate the complexity of healthcare. Through the Senior Journey program that focuses on the social determinants of health, Heart'n Soul Hospice provides education to centers like ours on really key topics, such as Advance Care Planning. Their emphasis is not only on Care, Compassion, and Commitment but overall quality ensures that all patients receive the best care in their final chapter of life. Heart'n Soul Hospice doesn't just say it, they practice what they say !

I welcome Heart n Soul Hospice to our community and fully support Heart and Soul Hospice application for the CON in Crockett County.

Sincerely,

Mary R. Moore

Director

Crockett County Office on Aging

731-696-2050

731-696-4637 - FAX

731-414-4359 - Cell

## TO WHOM IT MAY CONCERN:

I am James Barraza, Veterans Service Officer for Crockett County. In my position, I provide assistance to veterans and their dependents to ensure they receive needed services and benefits obtained as a result of service in the armed forces. At times, hospice is a service that is needed by veterans. It is important to have this valuable resource available to those veterans with a life limiting illness.

I had a conversation with a representative of Heart' n Soul Hospice to learn more about their hospice and learned they are applying for the hospice certificate of need in Crockett County.

They viewed their Hero's program for Veterans and First Responders. The program provides culturally appropriate education for both, recognizes the veteran and first responder with the Honor Guard upon their passing and provides volunteer training to those who want to volunteer with the veteran hospice patient. They also participate in the We Honor Veterans Program. The goal of the We Honor Veterans program is simple – to care for and honor those who have served when they reach the end of life. By recognizing the unique needs of America's Veterans and their families, community providers, in partnership with VA staff, hospice will learn how to accompany and guide them through their life stories toward a more peaceful ending.

We know that the residents of Crockett County have a choice when it comes to hospice. Please accept this letter of support for Heart'n Soul Hospice application for the certificate of need in Crockett County.

Sincerely,



James P. Barraza  
VSO Crockett Co TN  
25 E Church St  
Alamo TN 38001

**Item 5N - Service Area Historical Utilization**

Hospice Agency	Home County	State ID	2022	2023	2024	Total	% Change 2022-2024
AccentCare Hospice & Palliative Care of TN, LLC	Shelby	79716	0	0	0	0	0.00%
Amedisys Hospice Care	Shelby	79646	34	1	10	45	(70.59%)
Aseracare Hospice - McKenzie	Carroll	9645	354	382	433	1,169	22.32%
Avalon Hospice	Davidson	19694	538	617	564	1,719	4.83%
Baptist Hospice Union City	Obion	66605	40	27	30	97	(25.00%)
Baptist Memorial Home Care & Hospice	Carroll	9625	0	0	5	5	
Baptist Trinity Home Care & Hospice	Shelby	79616	0	0	0	0	0.00%
Caris Healthcare	Fayette	24606	58	63	96	217	65.52%
Compassus - Memphis	Shelby	79686	12	6	8	26	(33.33%)
Hospice of West Tennessee	Madison	57605	424	416	425	1,265	0.24
Legacy Hospice of the South	McNairy	55605	25	30	66	121	164.00%
Tennessee Quality Hospice	Madison	57615	186	200	161	547	(13.44%)
<b>TOTAL</b>			<b>1,671</b>	<b>1,742</b>	<b>1,798</b>	<b>5,211</b>	<b>7.60%</b>

Source: Joint Annual Report - Hospice Agencies

**2024 Service Area Historical Utilization (Patients Served in Service Area Counties Only By Age )**

Hospice Agency	Home County	State ID	2024											
			Chester			Crockett			Dyer			Hardeman		
			18-64	65-74	75+	18-64	65-74	75+	18-64	65-74	75+	18-64	65-74	
AccentCare Hospice & Palliative Care of TN, LLC	Shelby	79716	0	0	0	0	0	0	0	0	0	0	0	0
Amedisys Hospice Care	Shelby	79646	0	0	0	0	0	0	0	0	0	0	0	0
Aseracare Hospice - McKenzie	Carroll	9645	0	0	5	3	1	6	12	5	66	1	0	
Avalon Hospice	Davidson	19694	3	6	13	4	4	31	10	22	45	10	25	
Baptist Hospice Union City	Obion	66605	0	0	0	0	0	0	3	3	9	0	0	
Baptist Memorial Home Care & Hospice	Carroll	9625	0	0	0	0	0	0	0	0	1	0	0	
Baptist Trinity Home Care & Hospice	Shelby	79616	0	0	0	0	0	0	0	0	0	0	0	
Caris Healthcare	Fayette	24606	0	1	0	0	1	0	4	12	29	3	2	
Compassus - Memphis	Shelby	79686	0	0	0	0	0	0	0	0	0	0	0	
Hospice of West Tennessee	Madison	57605	3	5	8	3	5	18	4	7	11	4	7	

Legacy Hospice of the South	McNairy	55605	6	8	23	0	0	0	0	0	0	4	8
Tennessee Quality Hospice	Madison	57615	1	1	6	2	0	2	2	5	13	0	1
<b>TOTAL BY AGE</b>			13	21	55	12	11	57	35	54	174	22	43
<b>TOTAL</b>		<b>1,798</b>											



	Haywood			Lake			Lauderdale			Madison			
75+	18-64	65-74	75+	18-64	65-74	75+	18-64	65-74	75+	18-64	65-74	75+	
	0	0	0	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	1	3	6	0	0	0
	4	2	4	15	1	8	41	11	14	26	15	18	175
66	2	5	20	1	5	2	7	19	47	28	34	155	
	0	0	0	0	2	4	9	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0	1	0	3
	0	0	0	0	0	0	0	0	0	0	0	0	0
	4	2	2	3	0	0	0	3	3	11	5	4	7
	2	0	1	0	0	0	0	1	3	1	0	0	0
	6	4	9	12	0	0	0	5	3	8	67	76	160

16	0	0	0	0	0	0	0	0	0	1	0	0
3	0	3	5	2	3	2	4	1	5	14	15	71
101	10	24	55	6	20	54	32	46	104	131	147	571

***Item 6N - Applicant Historical Utilization (Last 3 Years)***

Hospice Agency	Home County	State ID	2022	2023	2024	Total	% Change 2022-2024
Heart 'N Soul Hospice Memphis	Shelby	License No. 631	0	0	0	0	#DIV/0!

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

Hospice Agency	Home County	State ID	2025	2026	2027	% Change 2025-2027
Heart 'N Soul Hospice Memphis (Proposed Service Area Patients)	Shelby	License No. 631		0	0	#DIV/0!

# 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 Memphis

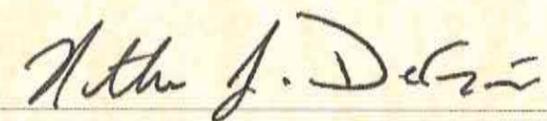
Memphis, TN

is therefore granted accreditation for the following:

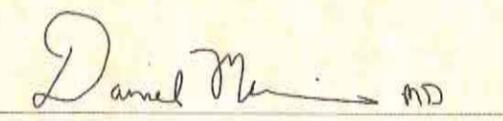
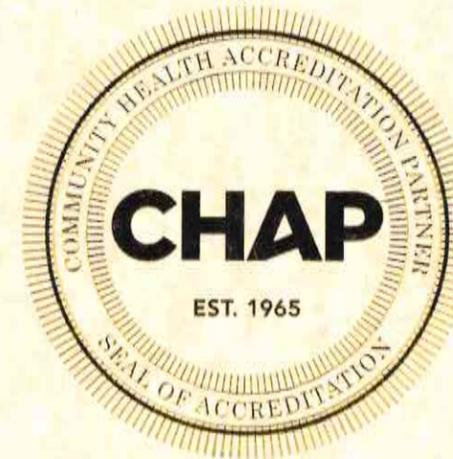
Hospice

*Effective: 09/24/2025*

*Expiration: 09/24/2028*



Nathan J. DeGodt  
President and CEO, CHAP



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](http://www.CHAPinc.org).

*Customer ID:3010221*

**Criteria #3. Proposed Charges**

<b>Net Charges - Service Area Hospice Agencies 2024</b>					
<b>Hospice Agency</b>	<b>Home County</b>	<b>State ID</b>	<b>Total Patient Days</b>	<b>Total Net Revenue</b>	<b>Net Charge (Net Revenue/Patient Days)</b>
Aseracare Hospice-McKenzie	Carroll	09645	119,198	\$11,722,796	\$98
Baptist Memorial Home Care & Hospice	Carroll	09625	8,983	\$1,355,051	\$151
*Avalon Hospice	Davidson	19694	667,639	\$66,938,991	\$100
Hospice of West Tennessee	Madison	57605	15,533	\$4,731,450	\$305
Tennessee Quality Hospice	Madison	57615	71,783	\$17,435,707	\$243
Legacy Hospice of the South	McNairy	55605	17,738	\$3,905,029	\$220
AccentCare Hospice & Palliative Care of TN, LLC	Shelby	79716	2,962	\$1,119,492	\$378
Caris Healthcare	Fayette	24606	32,722	\$4,443,085	\$136
Baptist Trinity Home Care & Hospice	Shelby	79616	44,114	\$5,877,986	\$133
Baptist Hospice Union City	Obion	66605	11,246	\$1,405,089	\$125
Compassus- Memphis	Shelby	79686	26,531	\$4,824,631	\$182
Amedisys Hospice Care	Shelby	79646	18,278	\$1,953,665	\$107
<b>TOTAL</b>			<b>1,036,727</b>	<b>\$125,712,972</b>	<b>\$121</b>
<b>Applicant Data</b>					
Heart N Soul Hospice Memphis	Shelby	License No. 631	<b>1,567</b>	<b>\$325,134</b>	<b>\$207.48</b>

Source: Joint Annual Report - Hospice Agencies - Schedules D and F5

\*N/K/A Gentiva

<b>Benefit Level Charges - Service Area Hospice Agencies 2024</b>						
<b>Hospice Agency</b>	<b>Home County</b>	<b>State ID</b>	<b>Routine</b>	<b>Continuous</b>	<b>Inpatient</b>	<b>Respite</b>
Aseracare Hospice-McKenzie	Carroll	09645	\$155	\$500	\$950	\$427

Baptist Memorial Home Care & Hospice	Carroll	09625	\$166	\$500	\$973	\$446
*Avalon Hospice	Davidson	19694	\$193	\$1,368	\$1,016	\$452
Hospice of West Tennessee	Madison	57605	\$186	\$1,020	\$980	\$446
Tennessee Quality Hospice	Madison	57615	\$183	\$1,293	\$970	\$432
Legacy Hospice of the South	McNairy	55605	\$169	\$1,330	\$999	\$445
AccentCare Hospice & Palliative Care of TN, LLC	Shelby	79716	\$152	\$1,354	\$1,014	\$452
Caris Healthcare	Fayette	24606	\$192	\$1,354	\$1,015	\$452
Baptist Trinity Home Care & Hospice	Shelby	79616	\$168	\$500	\$636	\$356
Baptist Hospice Union City	Obion	66605	\$165	\$500	\$972	\$436
Compassus- Memphis	Shelby	79686	\$218	\$1,565	\$1,145	\$508
Amedisys Hospice Care	Shelby	79646	\$161	\$500	\$500	\$434
<b>AVERAGE</b>			<b>\$176</b>	<b>\$982</b>	<b>\$931</b>	<b>\$441</b>
<b>Applicant Data</b>						
Heart N Soul Hospice Memphis	Shelby	License No. 631	<b>188</b>	<b>\$1,508</b>	<b>\$1,099.00</b>	<b>\$490</b>

Source: Joint Annual Report - Hospice Agencies - Schedule D

\*N/K/A Gentiva

## **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.

# Certificate of <sup>124</sup>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.

Y.B.G. Healthcare LLC  
DBA: Heart and Soul Hospice

Renton, WA

is therefore granted accreditation for the following:

Hospice

*Effective: 10/17/2023*



Nathan J. DeGodt  
President and CEO, CHAP



*Expiration: 10/17/2026*



Cordt Kassner  
Chair, CHAP Board of Directors

**Project Name :** Heart N Soul Hospice Memphis

**Supplemental Round Name :** 1

**Due Date :** 1/13/2026

**Certificate No. :** CN2511-043

**Submitted Date :** 1/13/2026

### 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 :** The information has now been updated and matches the published letter of intent.

### 2. 6A. Name of Owner of the Facility, Agency, or Institution

Is the applicant's primary executive office located at 1255 Lynnfield road, Suite 258, Memphis, TN 38119 or 51 Century Blvd, Nashville, TN 37214?

What changes have been made to the agency's governing body since its creation and initial licensure?

**Response :** As stated in the application, the address for the Applicant is the address in Memphis. The address for the hospice agency based in Davidson County, which is a separate legal entity, is the address listed for Nashville. In the previous application, the Applicant did not yet control the Memphis site, so it listed the Davidson County address for the owner.

There have been no changes since initial licensure for the Applicant.

### 3. 1E. Overview

Please note that Lake County is exempt from CON requirements due to its designation as an economically distressed eligible county by the Department of Economic and Community Development pursuant to TCA 67-6-104 and has no hospital that is actively licensed by the Tennessee Health Facilities Commission.

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?

Please discuss how the applicant will support General Inpatient and Respite Care with providers in the proposed service area.

- Response :**
- The Applicant understands that Lake County is exempt from the CON process. It has included it with this application, however, because it shows a need and those numbers are included in the Applicant's projections.
  - The owners of the Applicant also share ownership to varying degrees in Heart and Soul Hospice LLC (Nashville). 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 as the Primary Setting:** Many patients in the proposed counties 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.
    - **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 can 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.
- 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.

#### 4. 2E. Rationale for Approval

The number of patients indicated by the need formula for Dyer County (-73) and Madison County (-177) appears to be larger than the need for the other 6 counties in the proposed service area. Please provide more discussion supporting the inclusion of these two counties in the proposed service area alongside Chester, Crockett, Hardeman, Haywood, Lake and Lauderdale Counties.

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?

Has the applicant submitted CAHPS measures to CMS? When are the reported measures expected to be published for the applicant's Memphis operation?

Please explain whether the references to family satisfaction surveys are specific to the applicant or are in reference to responses received by the applicant's Middle TN affiliate.

What specific outreach to underserved, rural and minority populations will be conducted by the applicant?

There appears to be a missing response on Page 8 under the Affordability section. Please revise.

**Response :**

- Both counties have been included because of their proximity to the other counties in the service area. For instance, Dyer County separates Lake County from the rest of

the service area and Madison County is in between Chester and Crockett. It is reasonable to expect that physicians in Madison County see patients in both Chester and Crockett Counties, and it would be beneficial for them and their patients to be able to use one provider for hospice services for patients in all 3 counties. The Applicant anticipates seeing minimal patients in Dyer and Madison counties.

- 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 are referring to CAHPA documentation on Page 7.
- The Applicant has not yet submitted these measures to CMS but expects to do so later this year.
- The references to family satisfaction surveys are to the Davidson County hospice agency. The Applicant anticipates having satisfaction survey information for 2025 in the near future.
- The primary challenges faced by underserved, rural and minority patient populations 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. 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 charges for Heart 'N Soul Hospice are comparable to the charges for the other 12 hospice agencies serving the proposed service area.

## 5. 2N. Service Area

Please discuss the growth of the existing agency in the three counties which it is currently licensed to operate: Shelby, Fayette and Tipton.

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 supporting this expansion?

What relationships does the applicant have with referral sources in the proposed service area counties?

- Response :**
- The Applicant has only been licensed since late 2024 but has seen significant growth since it received its license and accreditations. The Applicant began seeing patients toward the end of 2024 but did not receive Medicare certification until June 1, 2025. The 58 patients it saw between December 1, 2024 and June 1, 2025 were provided care for free. The Applicant saw 51 Medicare patients between June 1, 2025 and November 30, 2025. Although some of those patients were also TennCare eligible, because the Applicant received TennCare certification on November 15, 2025, effective October 1, 2025, it is just starting to receive TennCare funding for those patients.
  - The Applicant has not yet reached its goals and 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 the 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.
  - The Memphis office serves 3 counties with 2 being rural (Tipton and Fayette). Efforts made in the community include the following:
    - Monthly Palliative Care Discussion series at local Health Hubs led by Dr. Nelson
    - Attending and providing education in Senior Centers
    - Seasonal activities in contracted facilities and ALFs/ILFs
    - Frequent involvement in Professional Network on Aging Activities (community educational events, Senior Expos, etc.). Memphis is a member of PNA.
    - Involvement and coordination of services with federally funded clinics, community-based clinics, non-profits serving the underserved, low-income, and indigent community members
      - Shelby Cares
      - Memphis Health Center
      - Christ Community
      - VA hospital, outpatient clinics, and veterans support offices
      - 2 ACOS: Oak Street Health and Dedicated Seniors

## 6. 2N. Service Area

Is the count of 3 total patients accurate on Page 11?

It appears that the majority of patients are projected to be residents of Madison County. Please provide additional detail supporting the inclusion of Madison County in the service area, as it does not reflect a need in the projected hospice need report.

What is the basis for projecting more hospice patients in Lake County than in Dyer County which has a significantly larger population?

- Response :**
- The Historical Utilization as well as the Projected Utilization (both on Page 11 of the Application) have both been updated and the numbers reflected within these charts are accurate.
  - As the numbers have been revised, the majority of patients appear to be from Hardeman County. Madison County is included within this application due to its geographical positioning around the other counties in the service area. As such, Applicant feels it prudent to include Madison County as it will more than likely receive a few referrals from Madison County and would like to be positioned to serve these patients.
  - Dyer County does not have a need (although it has a significantly larger population). Lake County, on the other hand, does have a need for hospice services pursuant to the state numerical need formula.

### 7. 3N. Demographics

Does the applicant expect to serve a higher percentage of TennCare patients than other existing hospice providers in the service area?

Is there a documented challenge for specific populations, i.e. TennCare patients accessing hospice care in the service area counties?

Attachment 3NB appears to require revisions:

Total Population Current Year - State of TN Total

Target Population Current Year - Dyer County, Service Area Total

Target Population Projected Year - Dyer County, Service Area Total

TennCare Enrollees - Service Area Total

% of TennCare Enrollees – Service Area Total, State of TN Total

Please revise and resubmit Attachment 3NB. (labeled as Attachment 3NBR.)

- Response :**
- The Applicant projects having 18.00% TennCare revenue 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 18% TennCare, the service areas for these agencies serve at least 70% of their patients outside the proposed counties. The only existing agency that has a semi-similar area, Hospice of West Tennessee, has a lower TennCare revenue at 16.88%. Thus, the Applicant projects it will serve at least the same if not more TennCare patients than existing hospice agencies.
  - The underserved population in the proposed service area includes the TennCare population. With the exception of Chester County, which is only slightly lower, every county in the proposed service area has a higher TennCare percentage than the state, which supports the proposition that TennCare patients have challenges in receiving hospice care in the service area counties.
  - The chart has been revised and is included as Attachment 3NBR. The application has also been updated to reflect these changes.

#### 8. 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?

Please discuss the applicant's implementation at its existing counties.

- Response :**
- In general, the fact that a need is shown based on the state's need formula is an indication that the areas are underserved. The state recognizes that the need formula may actually underestimate need, so the need may be greater than as shown through the penetration rate and need chart.
  - The need formula itself identifies these populations. The counties of Chester, Crockett, Hardeman, Haywood, Lake and Lauderdale all show a need for additional hospice services.
  - 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 primary challenges faced by lower income populations are the same as other underserved populations, including rural and minority patient populations, are education and information about the benefits of hospice services to the patients and their families. 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.
- The Applicant has instituted significant outreach efforts in Shelby, Fayette and Tipton Counties to ensure access to the underserved patient populations. Some of its outreach efforts are described in more detail in response to other questions in these supplemental responses, i.e. please see response to 2N above which identifies many of its referral sources. These relationships enable the Applicant to begin to meet the needs of the underserved population in its existing service area. Please also see the response to 1N below, which provides letters of support to address the Applicant's community linkage plan.

#### 9. 5N. Unimplemented services

Please revise the following in Table 5N of the application as well as Attachment 5N:

Caris Healthcare - ID 24606 – County should be Fayette and 2024 patients

Tennessee Quality Hospice - ID 57615 - 2024

Has the applicant submitted JAR data for 2025 for its West Tennessee agency?

- Response :**
- Table 5N has been revised and a new Attachment 5NR is included with these supplemental responses. In addition, the application has been revised to reflect the changes.
  - The Applicant has not yet submitted data for 2025 for its West Tennessee agency.

#### 10. 4C. Accessibility to Human Resources

There is no Attachment 4N with letters of support attached. Please attach.

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?

Please 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,

What is the basis for the applicant's basis for projecting an ability to staff 12.25 additional direct care positions in support of this expansion?

- Response :**
- Attachment 4NR is now included with letters of support. The Applicant anticipates receiving additional letters prior to the hearing date.
  - The hospice agency is 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.
  - 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. The hospice agency is 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.
  - The applicant has current PRN staff that have additional capacity it will be able to use as it is ramping up. It has not had any difficulty recruiting qualified staff thus far

in its Shelby County based hospice agency and does not anticipate any difficulty going forward. It offers competitive salaries and signing bonuses as necessary to attract the most qualified staff possible.

### 11. 6N. Utilization and/or Occupancy Statistics

Please discuss the utilization of hospice services in Shelby, Fayette and Tipton Counties. Use internal or draft JAR data to demonstrate the historical utilization to date if no data has been published.

How has this historical utilization been utilized to inform the development of the projections for this expansion?

What has the historical average of total days per patient for the applicant? What will the projected average total days per patient?

What referral sources has the applicant identified, i.e. referring physicians in the proposed service area that support the applicant's projections in each county? What documentation of this demand can the applicant provide?

What is the basis for the applicant's ability to reach underserved, rural and minority populations? How many patients have been served in rural counties historically?

The need projection for Madison County appears to be based on incorrect data. Please revise need data based on updated projections provided by TDH.

Attachment 6N does not contain any projections or historical utilization. Please revise and reattach (labeled as Attachment 6NR).

- Response :**
- The applicant's existing service area includes Shelby County (urban), and Tipton and Fayette counties which are more rural in nature. Heart n Soul Hospice Memphis received its initial licensure on November 27, 2024 so it has not yet reported data on the JAR. Based on internal data, it served a total of 51 patients from 06/01/2025 to 11/30/2025, 1 was from Fayette County and 2 were from Tipton County.
  - The Applicant used its internal data to help provide projections for the total facility.
  - The Applicant's current average of total days per patient is 55 days. Applicant anticipates that the projected average total days per patient will be between 55 days and 60 days. This number is calculated after patients are discharged.

- The Applicant has included letters of support and anticipates having additional letters of support prior to the hearing to support the need provided in the projected need chart from Tennessee State Health Plan.
- The applicant's existing service area includes Shelby County (urban), and Tipton and Fayette counties which are more rural in nature. Heart n Soul Hospice Memphis received its initial licensure on November 27, 2024 so it has not yet reported data on the JAR. Based on internal data, it served a total of 51 patients from 06/01/2025 to 11/30/2025, 1 was from Fayette County and 2 were from Tipton County. The applicant has community outreach efforts that have enabled it to be successful in reaching underserved, rural and minority patient populations.
- The Applicant incorrectly used an older version of the Hospice Rates and Projected Need table. The correct numbers have now been used and Attachment 1N and the application have been corrected. A revised Attachment 1NR is included with these Supplemental Responses.
- 6N has been completed with historical as well as projected information within the application.

### 12. 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?

The response to Item 3C appears to contain unfinished responses. Please revise within the main application.

Does the applicant differentiate itself from existing hospice agencies in the service area based on its target population or any other considerations?

The referenced letters of support are not attached.

- Response :**
- The Applicant 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 n 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
- The Applicant is unsure whether what it offers is a different level of service intensity, but it does offer the following:
    - All services are available 24/7.
    - Aide services will be offered 7 days a week if needed.
    - We also have the Hospital to Home program that support patients transitioning from inpatient setting to home.

Heart N Soul Hospice also 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 are 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.
- 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.
  - Referenced Letters of Support are now attached as Attachment 4NR.

### 13. 5C. License/Certification

The applicant's CHAP accreditation is not attached. Please attach.

Please provide a more robust description of the applicant's quality assurance policies and programs, utilization review policies and programs, record keeping, clinical staffing requirements, and staff education.

**Response :**     • Applicant's CHAP accreditation is now attached as Attachment 5C.

- The applicant's staffing model is structured to fully align with Hospice Association best practices and applicable state and federal hospice regulations. The organization maintains comprehensive policies and procedures through its HCL policy framework, which govern quality assurance, utilization review, clinical operations, record keeping, staffing requirements, and staff education to ensure the delivery of high-quality, compliant hospice care.
- **Quality Assurance and Performance Improvement (QAPI):** The applicant maintains an ongoing Quality Assurance and Performance Improvement program designed to systematically monitor, evaluate, and improve the quality and safety of patient care. The QAPI program includes routine data collection, outcome measurement, and performance monitoring across clinical, administrative, and operational domains. Quality indicators are reviewed on a regular basis to identify trends, variances, and opportunities for improvement. Corrective action plans are implemented as needed, and follow-up evaluations are conducted to ensure sustained improvement. The program emphasizes patient-centered care, regulatory compliance, and continuous improvement consistent with hospice best practices.
- **Utilization Review Policies and Programs:** The applicant has established utilization review policies to ensure that hospice services are medically appropriate, necessary, and provided in accordance with the patient's plan of care and eligibility requirements. Interdisciplinary team (IDT) members routinely review admissions, levels of care, length of stay, and service utilization. These reviews support appropriate resource allocation, compliance with hospice eligibility criteria, and alignment with payer and regulatory requirements. Utilization findings are incorporated into quality improvement activities when applicable.
- **Record Keeping and Documentation:** The organization maintains comprehensive and secure clinical and administrative records in accordance with federal and state regulations, hospice Conditions of Participation, and professional standards. Policies address timely, accurate, and complete documentation of patient assessments, plans of care, physician orders, interdisciplinary team notes, and service delivery. Records are maintained to support continuity of care, regulatory compliance, quality monitoring, and confidentiality requirements.
- **Clinical Staffing Requirements:** The applicant's clinical staffing model is interdisciplinary and includes qualified hospice professionals such as physicians, registered nurses, social workers, spiritual care providers, hospice aides, and other support staff as required to meet patient needs. Staffing levels are based on patient census, acuity, and service mix to ensure timely access to care and appropriate coverage. All clinical staff meet licensure, certification, and competency requirements consistent with hospice regulations and best practices. The interdisciplinary team approach ensures coordinated, holistic care for patients and families.
- **Staff Education and Competency:** The organization maintains a comprehensive staff education and training program to ensure clinical

competence and regulatory compliance. Orientation programs are provided for all new staff and include hospice philosophy, policies and procedures, patient rights, safety, and quality standards. Ongoing education is provided through in-service training, competency assessments, and continuing education opportunities. Education programs are updated as regulations, standards of care, and best practices evolve to ensure staff remain current and qualified.

#### 14. 6C. Historical/Projected Data Chart

Please complete the Historical Utilization Chart reflecting the applicant's utilization in Shelby, Fayette, and Tipton Counties.

**Response :** That chart has now been completed within the application.

#### 15. 8C. Proposed Charges

The referenced current charges are not listed. Please include historical charges data.

**Response :** The charges are now listed within the application as well as on Attachment 8C.

#### 16. 9C. Other Facilities Charges

The narrative response appears to be incomplete.

Please include the applicant's rates in the service area based on internal records.

**Response :**

- Narrative Response within application has now been completed.
- Please see Attachment 9C for a list of net charges for the hospice facilities in the applicant's service area. Applicant's proposed net charge for 2026 of \$207.48 compares favorably to other service area hospice agencies

#### 17. 10C. Project Only Payor Mix

Please detail the historical payor mix for the applicant's agency to demonstrate the reasonableness of the projections for Year 1 and Year 2.

How is the expansion into a largely rural service area expected to alter the payor mix?

**Response :**

- Because the Applicant only received Medicare reimbursement through December 1, the historical payor mix will not demonstrate the reasonableness of the projections.
- The Applicant does not anticipate any significant changes to the payor mix as a result of the expanded service area, although it does anticipate that its overall TennCare numbers may be diluted somewhat with the larger service area.

**18. 8Q. Staffing**

What will the contractual staff positions be for?

Does the applicant currently have a Medical Director, Bereavement Counselor or Nutritionist?

- Response :**
- The contractual positions are listed in error and the number should be 0. The staffing chart has been revised in the application. As stated in the application, the Applicant has such a network should it need to use contracted specialists. It does not anticipate using contracted specialists currently and has included FTEs for those positions elsewhere in the staffing chart.
  - The applicant currently has all those positions. It has revised the staffing chart included in response to 8Q both for exiting positions and projected FTEs because the projected utilization has changed as a result of the corrected need data.

**19. 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 :**

- Staffing changes have been incremental based on the increase in referrals received and patients served across the 3 existing service area counties.
- 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 in the application. As stated in the application, 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.
- The Applicant has been providing services to the counties contiguous to this expanded service area. It is constantly evaluating its need for staffing and the availability of the necessary trained resources. 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.
- Please see response to question above.

## 20. 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 :**
- See Attachment 4NR (Letters of Support) included with these supplemental responses.
  - 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.
    - The Applicant's current contracts for respite and GIP care include the following:
      1. Cordova Wellness & Rehabilitation Center (Shelby County)
      2. Majestic Gardens at Memphis Rehabilitation and Skilled Nursing Care Center
      3. Graceland Rehabilitation and Nursing Center (Shelby County)
      4. Covington OPOC (Tipton County)
      5. Collierville Nursing and Rehabilitation (Shelby County)
      6. Midtown Center for Health and Rehabilitation (Shelby County)
      7. Memphis Jewish Home & Rehab (Shelby County)
      8. Signature HealthCARE of Memphis (Shelby County)
      9. River of Life Care Center (Shelby County)
  - Pending contracts for respite and GIP include the following:
    1. The Bay of Highlands (Shelby County)
    2. Gallaway Health and Rehab (Fayette County)

3. Parkway Health & Rehabilitation (Shelby County)
4. Applingwood Post Acute (Shelby County)
5. Rainbow Rehab and Healthcare (Shelby County)
6. Allen Morgan Health Center (Shelby County)

- The Applicant also has a GIP contract with Regional One.

The Memphis office currently serves 3 counties with 2 being rural (Tipton and Fayette) and has made significant efforts in the community which include the following:

- Monthly Palliative Care Discussion series at local Health Hubs led by Dr. Nelson, Medical Director
- Attending and providing education in Senior Centers
- Seasonal activities in contracted facilities and ALFs/ILFs
- Frequent involvement in Professional Network on Aging Activities (community educational events, Senior Expos, etc.). Memphis is a member of PNA.
- Involvement and coordination of services with federally funded clinics, community-based clinics, non-profits serving the underserved, low-income, and indigent community members
  - Shelby Cares
  - Memphis Health Center
  - Christ Community
  - VA hospital, outpatient clinics, and veterans support offices
  - 2 ACOS: Oak Street Health and Dedicated Seniors

- 

## 21. 1N. Criteria and Standards

### Attachment 1N, Hospice Criterion #4, Access

It appears that the majority of historical patients for the applicant's affiliate 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. 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 – we expect 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.
- From June 1 to December 1, 2025, the Applicant served 51 Medicare patients with 4 of those receiving care in an assisted living facility

## **22. 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. Chester, Crockett, Dyer, Hardeman, Haywood, Lake, Lauderdale, and Madison 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:

- **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.
  - **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.

- **b. 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 Applicant has not had to access grants with its existing hospice agencies. It mentions grants as an option it would be willing to explore should it have patients that would be eligible for and in need of such assistance

### 23. 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 :**
- The Applicant has not yet submitted data to CMS for this agency but expects to do so for 2025 in early 2026.
  - As stated above, the owners of the Applicant also share ownership to varying degrees in Heart and Soul Hospice LLC (Nashville). 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

### 24. 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.

- Response :**
- The Applicant has revised the need standard information included in Attachment 1N and has included Attachment 1NR with these Supplemental Responses.

### 25. 1N. Criteria and Standards

#### Attachment 1N, Hospice Criterion #17, Need Standard

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.

Please address the requirement of 40 additional hospice service recipients in each new county being added.

**Response :**

- The Applicant has revised the need standard information included in Attachment 1N and has included Attachment 1NR with these Supplemental Responses.
- The counties the Applicant is projecting to serve are extremely rural with low population numbers which would not support that additional number. That does not mean that it is not important for everyone in these counties who needs hospice services to receive these services. The Applicant feels that since there is an existing need, the only way for that need to be met is by allowing an additional provider to provide services. At the October HFC meeting, members expressed a desire for hospice agencies to apply for those counties in which a need was shown. The Applicant has taken that advice and applied.

## 26. 1N. Criteria and Standards

### Attachment 1N, Hospice Criterion #18 Assessment Period

This criterion is applicable as the applicant has not reported publicly through the most current JAR. Please respond.

**Response :** To the Applicant's knowledge, there are no outstanding CONs for hospice services in the projected service area. The Applicant will be filing a JAR for its existing hospice agency when it is required

## 27. 2E. Rationale for Approval

Why was the original CON application for Heart N Soul Hospice Memphis submitted to target the African American population, while this application has limited reference to services targeting that same population?

**Response :** The African American population is frequently an underserved population. It was specifically mentioned in the original application because they are one and the same and the 3 counties in the original service area have some of the highest percentage of African American residents in the entire state. The Applicant did not look to see if the underserved population in the projected service area is also significantly African American. Because there is a need shown through the projected need table, it was not necessary to analyze the population to that level of detail.