LETTER OF INTENT

State of Tennessee
Health Facilities Commission

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

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

LETTER OF INTENT

The Publication of Intent is to be published in The Leaf Chronicle which is a newspaper of general circulation in Montgomery County, Tennessee, on or before 05/15/2025 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 Ascension Saint Thomas Clarksville Hospital, a/an newly formed entity owned by Saint Thomas Clarksville Hospital, 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 Ascension Saint Thomas Clarksville Hospital which is a d/b/a of Saint Thomas Clarksville Hospital, LLC to establish an acute care hospital with 44 licensed beds. The project also seeks to initiate diagnostic and therapeutic cardiac catheterization services, magnetic resonance imaging (MRI) services, and a Level II neonatal intensive care unit (NICU). The address of the project will be an unaddressed site on Highway 76 in the northeastern quadrant of the intersection of Highway 76 and Interstate 24 across Highway 76 from Tennessee Orthopedic Alliance's office building, Clarksville, Montgomery County, Tennessee, 37043. The estimated project cost will be $148,500,000.

The anticipated date of filing the application is 06/02/2025

The contact person for this project is Director of Strategy, Robert Suggs who may be reached at Saint Thomas Health - 102 Woodmont Blvd, Suite 800, Nashville, Tennessee, 37205 – Contact No. 865-712-9794.

Robert Suggs	05/14/2025	robert.suggs.ii@ascension.org
Signature of Contact	**Date**	**Contact's Email Address**

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

The published Letter of Intent must contain the following statement pursuant to T.C.A. §68-11-1607 (c)(1). (A) Any healthcare institution wishing to oppose a Certificate of Need application must file a written notice with the Health Facilities Commission no later than fifteen (15) days before the regularly scheduled Health

Facilities Commission meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application may file a written objection with the Health Facilities Commission at or prior to the consideration of the application by the Commission, or may appear in person to express opposition. Written notice of opposition may be sent to: Health Facilities Commission, Andrew Jackson Building, 9th Floor, 502 Deaderick Street, Nashville, TN 37243 or email at hsda.staff@tn.gov .

State of Tennessee
Health Facilities Commission

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

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

PUBLICATION OF INTENT

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

NOTIFICATION OF INTENT TO APPLY FOR A CERTIFICATE OF NEED

This is to provide official notice to the Health Facilities Commission and all interested parties, in accordance with T.C.A. §68-11-1601 et seq., and the Rules of the Health Facilities Commission, that Ascension Saint Thomas Clarksville Hospital, a/an newly formed entity owned by Saint Thomas Clarksville Hospital, 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 Ascension Saint Thomas Clarksville Hospital which is a d/b/a of Saint Thomas Clarksville Hospital, LLC to establish an acute care hospital with 44 licensed beds. The project also seeks to initiate diagnostic and therapeutic cardiac catheterization services, magnetic resonance imaging (MRI) services, and a Level II neonatal intensive care unit (NICU). The address of the project will be an unaddressed site on Highway 76 in the northeastern quadrant of the intersection of Highway 76 and Interstate 24 across Highway 76 from Tennessee Orthopedic Alliance's office building, Clarksville, Montgomery County, Tennessee, 37043. The estimated project cost will be $148,500,000.

The anticipated date of filing the application is 06/02/2025

The contact person for this project is Director of Strategy, Robert Suggs who may be reached at Saint Thomas Health - 102 Woodmont Blvd, Suite 800, Nashville, Tennessee, 37205 – Contact No. 865-712-9794.

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 .

CRITERIA AND STANDARDS

ACUTE CARE BED

Responses to Standards and Criteria for Acute Hospital Bed Services

1. ***Determination of Need:*** *The following methodology should be used and the need for hospital beds should be projected four years into the future from the current year.*

   Using the latest utilization and patient origin data from the Joint Annual Report of Hospitals and the most current populations projection series from the Department of Health, both by county, calculate need based on the following:

   Step 1

   Determine the current Average Daily Census (ADC) in each county,

   ADC= Patient Days
   365 (366 in leap year)

   Montgomery County ADC =
   84,462/365 ≈ 231.40 in 2023

   Step 2

   To determine the service area population (SAP) in both the current and projected year(s):

   Response: 2025 Pop 251,815 (SAP)
   2029 Pop 273,822 (Projected SAP)

a. *Begin with a list of all the hospital discharges in the state, separated by county, and showing the discharges both by county where the patient actually lives (resident discharges), and the county in which the patient received medical treatment.*

b. *For the county in which the hospital is (or would be) located (service county), determine which other counties have patients who are treated in your county (resident counties). Treat all of the discharges from another state as if that whole state were a single resident county. The total discharges of residents from another state should be calculated from state populations estimates and the latest National Center for Health Statistics southeastern discharge rates.*

From the patient origin data for Tennova Healthcare – Clarksville, the following counties had residents discharged from Montgomery County hospitals:

To calculate the number and percentage of patients discharged from Montgomery County facilities, we used the 2023 JAR data. The total discharges from Tennova Healthcare – Clarksville and Behavioral Healthcare Center at Clarksville were combined and reviewed by patient county of origin. To avoid double-counting, discharges of

Montgomery County residents were excluded from this analysis.

The table below summarizes the number of discharges by county (excluding Montgomery) and the corresponding percentage of the total:

County	Discharges Treated in Montgomery County	Total Discharges
Cheatham	95	4,333
Henry	33	3,100
Houston	51	944
Humphrey	58	2,665
Robertson	448	8,804
Stewart	539	1,543

c. For each resident county, determine what percent of their total resident discharges are discharged from a hospital in the proposed/existing service county (if less than one percent, disregard).

County	Discharges Treated in Montgomery County	Total Discharges	% of Total
Cheatham	95	4,333	2.19%
Henry	33	3,100	1.06%
Houston	51	944	5.40%
Humphrey	58	2,665	2.18%
Robertson	448	8,804	5.09%
Stewart	539	1,543	34.93%

d. For each resident county, apply the percentage determined above to the county's population (both projected and current). Add together the resulting numbers for all the resident counties and add that sum to the projected and current population of your service county. This will give you the service area population (SAP).

We apply the percentage of discharges to each county's 2025 and 2029 population projections, then sum those values with Montgomery County's population:

- 2025 SAP: 251,815
- 2029 SAP: 273,822

County	2025 Population	2029 Population	% of Total	2025 Additional Population	2029 Additional Population
Cheatham	42,603	43,306	2.19%	934	949
Henry	32,439	32,323	1.06%	345	344
Houston	8,181	8,113	5.40%	442	438
Humphrey	19,372	19,559	2.18%	422	426
Robertson	77,700	80,361	5.09%	3,954	4,089
Stewart	14,231	14,397	34.93%	4,971	5,029
Montgomery	251,815	273,822		262,883	285,098

Step 3

Determine projected Average Daily Census as:

Projected ADC=Current ADC X Projected SAP and Current SAP

Response:
2025 - Pop 251,815
2029 - Pop 273,822
Projected ADC =251.63

Step 4

Calculate Projected Bed Need for each county as:

Projected Need=Projected ADC +2.33 X (Square Root of Projected ADC)

Response: 251.63+2.33 ×(√Projected ADC): ≈ 288.59

However, if projected occupancy:

Projected Occupancy: Projected ADC X 100 Projected Need

Response:
(251.63/288.59)*100
= 87.19%

If greater than 80 percent, then calculate projected need: Projected Need

ProjectedADC/.8

Response:
251.63/.8= 314.53 and Need = 315

a. New hospital beds can be approved in excess of the "need standard for a county" if the following criteria are met:

i. All existing hospitals in the proposed service area have an occupancy level greater than or equal to 80 percent for the most recent Joint Annual Report. Occupancy should be based on the number of staffed beds for two consecutive years.

1. In order to provide adequate information for a comprehensive review, the applicant should utilize data from the Joint Annual report to provide information on the total number of licensed and staffed beds in the proposed service area. Applicants should provide an explanation to justify any differences in staffed and licensed beds in the applicant's facility or facilities. The agency board should take into consideration the ability of the applicant to staff existing unstaffed licensed beds prior to approving the application for additional beds.

The following table should be utilized to demonstrate bed capacity for the most recent year.

Total Beds			
Total Licensed Beds	Staffed beds set up and in use on a typical day	Licensed beds not staffed	Licensed beds that could not be used within 24-48 hours
270	237	33	33

ii. All outstanding CON projects for new acute care beds in the proposed service area are licensed.

iii. The Health Services and Development Agency may give special consideration to applications for additional acute care beds by an existing hospital that demonstrates (1) annual inpatient occupancy for the twelve (12) months preceding the application of 80 percent or greater of licensed beds and (2) that the addition of beds without a certificate of need as authorized by statute will be inadequate to reduce the projected occupancy of the hospital's acute care beds to less than 80 percent of licensed bed capacity.

b. Applicants applying for acute care beds in service area counties where there is no hospital, and thus no bed occupancy rate numbers to provide for the need formula, should provide any relevant data that supports its claim that there is a need for acute care beds in the county or counties. Data may include, for example, the number of residents of the county or counties who over the previous 24 months have accessed acute care bed services in other counties.

Data: Applicants should utilize population data from the University of Tennessee, Tennessee State Data Center, Boyd Center for Business & Economic Research (UTCEBER) for determination of need calculations. These data are made publicly available at the following link:

http://tndata.utk.edu/sdcpopulationprojections.htm

Department of Health Acute Care Bed Need Projections are available upon request at the following link under "Submit a Request":

https://tn.gov/health/section/statistics

Note: A Critical Access Hospital (CAH) that has Centers for Medicare and Medicaid Services (CMS) approval to furnish swing bed services may use any acute care bed within the CAH for the provision of swing bed services, with the following exceptions: within their IPPS-excluded rehabilitation or psychiatric distinct part unit, in an intensive care-type unit, and for newborns.

See: https://www.cms.gov/Outreach-and-Education/Medicare-Learning-Network-MLN/MLNProducts/downloads/SwingBedFactsheet.pdf

2. **Quality Considerations:** Applicants should utilize Centers for Disease Control & Prevention's (CDC) National Healthcare Safety Network (NHSN) measures. Applicants must provide data from the most recent four quarters utilizing the baseline established by the NHSN within the dataset.

   Data Source: Hospital Compare https://www.medicare.gov/hospitalcompare/search.html?

   Applicants should utilize the following table to demonstrate the quality of care provided at the existing facility.

   Applicants should provide the above metrics and any improvement plans that are in place to improve the hospital's performance on these metrics.

   In addition to the above metrics, the applicant should list, or briefly summarize, any significant quality accreditations, certifications, or recognitions that might be appropriate for Agency consideration (i.e. Joint Commission, TDH/BLHCF survey results, CMS standing, and/or clinical quality awards).

The above metrics should serve as a guide for the Agency to better understand the quality of care that is provided by the applicant at the existing facility. National and state averages serve as an indicator by which the board may evaluate the applicant.

Note: In the event quality data is unavailable for an applicant's existing facility, the applicant should provide data from a comparable, existing facility owned by the applicant. If no comparable data is available, the absence of such information should not disadvantage the applicant over another with available quality data.

Response: Ascension Saint Thomas Clarksville Hospital (ASTCH) would be a new hospital and does not have any operating history to provide. ASTCH will be accredited with all appropriate agencies.

Credential	Agency	Status (Active or Will Apply)	Provider Number or Certification Type
Licensure	● Health Facilities Commission/Licensure Division ○ Intellectual & Developmental Disabilities ○ Mental Health & Substance Abuse Services	Will Apply	TBD
Certification	● Medicare ● TennCare/Medicaid ○ Other:	Will Apply Will Apply	TBD TBD
Accreditation(s)	TJC - The Joint Commission American College of Radiology	Will Apply Will Apply	N/A N/A

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

Response: The Primary Service Area ("PSA") is Montgomery County, Tennessee. ASTCH is an unaddressed site on Highway 76 in Clarksville, Montgomery County, TN 37043 and will be visible from I-24 and sits off Highway 76, which connects to I-24 and is accessible using multiple roadways. See **Attachment 3N** in the ASTCH Certificate of Need Application for a map of the population within Montgomery County.

The total population in Montgomery County is projected to increase by approximately 2% compounded annually between 2022-2025 and 2025-2029 while the total population for Tennessee is projected to increase just less than 1% compounded annually for the same time periods. The zip code the ASTCH site is located in and the surrounding zip codes have the greatest population within the county.

4. **Relationship to Existing Similar Services in the Area:** The proposal shall discuss what similar services are available in the service area and the trends in occupancy and utilization of those services.

This discussion shall include the likely impact of the proposed increase in acute care beds on existing providers in the proposed service area and shall include how the applicant's services may differ from these existing services. The agency should consider if the approval of additional beds in the service area will result in unnecessary, costly duplication of services. This is applicable to all service areas, rural and others.

The following tables should be utilized to demonstrate existing services in the proposed service area.

Facility	County	2023 Licensed Beds	Patient Days			Licensed Occupancy			% Change in Patient Days 2021-2023
			2021	2022	2023	2021	2022	2023	
Tennova Healthcare - Clarksville	Montgomery	270	49,206	45,716	48,063	49.9%	46.4%	48.8%	2.4%
Total		270	49,206	45,716	48,063	49.9%	46.4%	48.8%	2.4%

Facility	County	2023 Staffed Beds	Patient Days			Staffed Occupancy			% Change in Patient Days 2021-2023
			2021	2022	2023	2021	2022	2023	
Tennova Healthcare - Clarksville	Montgomery	237	49,206	45,716	48,063	56.9%	52.8%	55.6%	2.4%
Total		237	49,206	45,716	48,063	56.9%	52.8%	55.6%	2.4%

Source: Tennessee Department of Health, Joint Annual Report of Hospitals for 2021, 2022 and 2023.

Response: ASTCH will bring significant benefits to the Clarksville and Montgomery County communities by expanding healthcare options and ensuring local access to essential care and services.

Access to healthcare choices is vital for consumers, particularly in hospital services. The HFC acknowledges that patient choice enhances consumer benefits, leading to better outcomes by allowing individuals to select a hospital that aligns with their specific needs and preferences. The introduction of a second hospital in Montgomery County is expected to drive enhancements in quality of care, foster innovation, and improve overall efficiency.

Montgomery County's population is growing at a rate that surpasses the state average by nearly three times, increasing the demand for acute care services within the community. For detailed population projections specific to Montgomery County and Tennessee, refer to section 3N.

When hospital rooms designed for double occupancy cannot safely accommodate two patients, the facility's effective capacity is reduced, which has a direct and often underestimated impact on patient care. Although the THC hospital may be licensed for 270 beds, the actual number of usable beds is lower due to constraints such as infection control, gender mismatches, or behavioral health needs that prevent room sharing. This discrepancy leads to a higher functional occupancy rate than reported, as more patients are concentrated into fewer available rooms. The result is increased strain on staff, longer wait times for admissions, potential delays in care, and reduced flexibility in managing patient flow. In some cases, patients may be held in emergency departments or recovery areas longer than ideal, which can compromise both patient experience and clinical outcomes. This hidden over-occupancy underscores the need for accurate service area bed needs in relation to current state data which would suggest that THC is operating well above 80% occupancy.

Beyond healthcare benefits, ASTCH will also contribute to the economic growth of the greater Clarksville and Montgomery County areas, both in the short and long term. Its multi-year construction process will generate substantial employment opportunities in the construction sector, increase tax revenue from materials, equipment, and related purchases, and provide indirect economic advantages to local businesses supporting these activities. Additionally, induced economic impacts will emerge as workers invest in the local economy through their spending.

ASTCH expects to have a positive effect by reducing out-migration from Montgomery County and capture higher acuity patients currently leaving the market. In 2023, of the 18,495 hospital patients who reside in Montgomery County, approximately 52 percent went to Tennova Healthcare – Clarksville. The remaining 48 percent of Montgomery County residents sought care from a hospital outside of Montgomery County, including approximately 41 percent from Davidson County, approximately 50 miles away from Clarksville. This includes approximately 8 percent from existing AST hospitals.

Rural: Additional acute care beds should only be approved in a rural service area if the applicant can adequately demonstrate the proposed facility will not have a significant negative impact on existing rural facilities that draw patients from the proposed service area.

5. **Services to High-Need and Underserved Populations:** Special consideration shall be given to applicants providing services fulfilling the unique needs and requirements of certain high-need populations, including uninsured, low-income, and underserved geographic regions, as well as other underserved population groups.

   Response: ASTCH will serve high-needs and underserved populations, including the underinsured and uninsured. This will include providing care to patients with TennCare as their primary payor. It is

projected that TennCare/Medicaid will account for approximately 15 percent of ASTCH.

Located within Montgomery is the Fort Campbell Army base, which has a population of approximately 30,000 active military and 51,000 family members. Active military and their families have the option of receiving care on-base, but many choose to go to ASTCH as STH is contracted with TriCare.

Austin Peay State University is located in Clarksville, Tennessee, approximately nine driving miles northwest of ASTCH. Austin Peay State University is a four-year public, doctoral-level university with an enrollment of approximately 10,500 students. ASTCH would be an option to serve the students and faculty at Austin Peay State University.

6. **Relationship to Existing Applicable Plans; Underserved Area and Population:** The proposal's relationship to underserved geographic areas and underserved population groups shall be a significant consideration.

   Response: The response to Standards and Criteria 5 (above) applies to this Standard and Criteria as well.

7. **Access:** The applicant must demonstrate an ability and willingness to serve equally all of the service areas in which it seeks certification. In addition to the factors set forth in HSDA Rule 0720-11-.01(1) (listing 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 a limited access in the proposed service area.

   Response: ASTCH will serve all segments of the population, regardless of payor source. ASTCH expects approximately 15 percent of its patients will have TennCare or other Medicaid as their payor source.

   ASTCH will give consumers another choice for acute care services in Montgomery County. By giving patients an additional choice, overall access to healthcare is improved. ASTCH's location, in a more densely populated residential and business area, may be particularly beneficial for emergencies or urgent care needs outside of regular hours.

   ASTCH is designed to accommodate future expansion, ensuring that as Clarksville and Montgomery County experience rapid population growth, the facility can adjust to meet increasing healthcare demands.

8. **Adequate Staffing:** An applicant shall document a plan demonstrating the intent and ability to recruit, hire, train, assess competencies of, supervise, and retain the appropriate numbers of qualified personnel to provide the services described in the application and that such personnel are available in the proposed service area.

   Response: The applicant has committed to staff this facility in accordance with requirements of State licensure, CMS and accreditation organizations such as the Center of Improvement of Healthcare

Quality (CIHQ). ASTCH will have all appropriate resources and be familiar with and meet all human resource requirements of the Tennessee Board for Licensing Health Care Facilities and the Joint Commission. ASTCH will require approximately 137.8 FTE positions for direct-patient care and approximately 88 positions for non-direct-patient care for a total of 225.8 FTE positions.

9. **Assurance of Resources:** The applicant shall document that it will provide the resources necessary to properly support the applicable level of services. Included in such documentation shall be a letter of support from the applicant's governing board of directors, Chief Executive Officer, or Chief Financial Officer documenting the full commitment of the applicant to develop and maintain the facility resources, equipment, and staffing to provide the appropriate services. The applicant shall also document the financial costs of maintaining these resources and its ability to sustain them.

   Response: The letter of support is no longer required as it is a relic of a previous statutory framework which included consideration of Economic Feasibility

10. **Data Requirements**: Applicants shall 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 practice, existing data reporting streams will be relied upon and adapted over time to collect all needed information.

    Response: ASTCH agrees 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.

11. **Quality Control and Monitoring:** The applicant shall identify and document its existing or proposed plan for data reporting, quality improvement, and outcome and process monitoring system.

Rationale: This section supports the State Health Plan's Fourth Principle for Achieving Better Health regarding quality of care.

Response: ASTCH will provide healthcare that meets appropriate quality standards. As a future AST hospital, ASTCH will follow the established AST methods for data reporting, quality improvement, and outcome and process monitoring system. This includes the following:

- Performance assessments;
- Policies and procedures for ensuring staff competencies are maintained;
- Obtaining feedback from patients, staff and physicians; and
- Set procedures to ensure patient care and safety.

This is a collaborative team approach across multiple disciplines. ASTCH is committed to providing quality care to patients and to serving the Clarksville and Montgomery County communities, by providing a full-range of health care services and providers. ASTCH has a goal to provide care and

services that are of a high quality, are affordable, and are accessible to all of Montgomery County. ASTCH is committed to obtaining and maintaining all applicable state licenses in good standing and obtaining accreditations, including from The Joint Commission.

12. **Licensure and Quality Considerations:** Any existing applicant for this CON service category shall be in compliance with the appropriate rules of the TDH. The applicant shall also demonstrate its accreditation status with the Joint Commission or other applicable accrediting agency.

    Response: Not applicable as ASTCH will be a new hospital.

13. **Community Linkage Plan:** The applicant shall describe its participation, if any, in a community linkage plan, including its relationships with appropriate health care system providers/services and working agreements with other related community services assuring continuity of care.

    Rationale: The 2014 Update to the State Health Plan moved from a primary emphasis of health care to an emphasis on "health protection and promotion". The development of primary prevention initiatives for the community advances the mission of the current State Health Plan.

    Response: AST's current relationships with the Montgomery County community include:

    - AST Heart - Specialty care for complex heart conditions
    - Urgent Care - 5 locations within Montgomery County
    - St. Thomas Surgery Center Clarksville - Ambulatory Surgery Center
    - Premier Radiology in Clarksville - MRI
    - Upstream/Results Physical Therapy - 4 locations in Montgomery County
    - Independent physician partners (sample):
        - Tennessee Orthopedic Alliance (TOA)
        - TN Oncology
        - Nephrology Associates
        - Premier Medical Group (PMG)
        - The Pain Management Group

CARDIAC CATHETERIZATION SERVICES

Responses to

Standards and Criteria All Cardiac Catheterization Services

Applicants proposing to provide any type of cardiac catheterization services must meet the following minimum standards:

1. Compliance with Standards: The Division of Health Planning is working with stakeholders to develop a framework for greater accountability to these Standards and Criteria. Applicants should indicate whether they intend to collaborate with the Division and other stakeholders on this matter.

   Response: Ascension Saint Thomas Clarksville Hospital (ASTCH) Clarksville will collaborate with the Division and other stakeholders to develop a framework for greater accountability to these Standards and Criteria.

2. Facility Accreditation: If the applicant is not required by law to be licensed by the Department of Health, the applicant should provide documentation that the facility is fully accredited or will pursue accreditation by the Joint Commission or another appropriate accrediting authority recognized by the Centers for Medicare and Medicaid Services (CMS).

   Response: ASTCH will seek licensure from the Department of Health and intends to become accredited by The Joint Commission as well as other accreditations as appropriate.

3. Emergency Transfer Plan: Applicants for cardiac catheterization services located in a facility without open heart surgery capability should provide a formalized written protocol for immediate and efficient transfer of patients to a nearby open heart surgical facility (within 60 minutes) that is reviewed/tested on a regular (quarterly) basis.

   Response: STH, via its Transfer Center, has formal transfer protocols. As a proposed STH facility, ASTCH will participate in these protocols to ensure patients can be transported within 60 minutes.

4. Quality Control and Monitoring: Applicants should document a plan to monitor the quality of its cardiac catheterization program, including, but not limited to, program outcomes and efficiency. In addition, the applicant should agree to cooperate with quality enhancement efforts sponsored or endorsed by the State of Tennessee, which may be developed per Policy Recommendation 2.

   Response: ASTCH will cooperate with quality enhancement efforts sponsored or endorsed by the State of Tennessee. ASTCH, including its cardiac catheterization program, will actively engage in data reporting, quality improvement, and outcome and process monitoring, in alignment with all AST facilities. ASTCH will adopt AST's established methodologies to maintain and enhance the quality of care provided. This includes a collaborative, multidisciplinary approach that leverages the specialized knowledge, judgment, and skills of various disciplines to achieve optimal patient outcomes.

   This includes the following:

- Performance assessments;
- Policies and procedures for ensuring staff competencies are maintained;
- Obtaining feedback from patients, staff and physicians; and
- Following procedures to ensure patient care and safety.

This is a collaborative team approach across multiple disciplines. ASTCH is committed to providing quality care to patients and to serving the Clarksville and Montgomery County communities, by providing a full-range of health care services and providers. ASTCH has a goal to provide care and services that are of a high quality, are affordable, and are accessible to all of Montgomery County. ASTCH is committed to obtaining and maintaining all applicable state licenses in good standing and obtaining accreditations, including from The Joint Commission.

The proposed cardiac catheterization program will be fully integrated into ASTCH's broader quality plan. ASTCH will seek the same or similar accreditation as STH's other hospitals as well as participate in the various data registries currently participated in by STH.

5. 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: ASTCH agrees 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.

6. Clinical and Physical Environment Guidelines: Applicants should agree to document ongoing compliance with the latest clinical guidelines of the American College of Cardiology/Society for Cardiac Angiography and Interventions Clinical Expert Consensus Document on Cardiac Catheterization Laboratory Standards (ACC Guidelines). As of the adoption of these Standards and Criteria, the latest version (2001) may be found online at:

   http://www.acc.org/qual ityand science/cl in ical/consensus/angiography/dirIndex.ht m

   Where providers are not in compliance, they should maintain appropriate documentation stating the reasons for noncompliance and the steps the provider is taking to ensure quality. These guidelines include, but are not limited to, physical facility requirements, staffing, training, quality assurance, patient safety, screening patients for appropriate settings, and linkages with supporting emergency services.
   Response: ASTCH agrees to document ongoing compliance with the latest guidelines of the American College of Cardiology/Society for Cardiac Angiography and Interventions Clinical Expert Consensus Document on Cardiac Catheterization Laboratory Standards. ASTCH will comply with guidelines that address physical facility requirements, staffing, training, quality assurance, patient safety, screening patients for appropriate settings, and linkages with supporting emergency services.

7. Staffing Recruitment and Retention: The applicant should generally describe how it intends to maintain an adequate staff to operate the proposed service, including, but not limited to, any plans to partner with an existing provider for training and staff sharing.

Response: STH currently has 3 interventional cardiologists, 6 general cardiologists, and 2 nurse practitioners already in market. Additionally, STH currently employs more that 80 cardiologists across the region, operates cardiac caths at 3 other hospitals, has 2 open heart programs and a heart transplant program. STH is experienced in recruiting, training and retaining qualified staff of all levels in this service line.

8. Definition of Need for New Services: A need likely exists for new or additional cardiac catheterization services in a proposed service area if the average current utilization for all existing and approved providers is equal to or greater than 70% of capacity (i.e., 70% of 2000 cases) for the proposed service area.

Response: ASTCH's proposed service area is Montgomery County. Tennova Clarksville, the only hospital in Montgomery County operates 2 cath labs that operate at 70% as shown in the table below.

Tennova Clarksville Hospital Utilization, 2023

Procedure Type	Setting	Procedure Weight	# Labs	# Cases	Weighted Cases (Adult)	Pediatric	Weighted Cases (Pediatric)	Total Cases	Total Weighted Cases	Weighted Cases Per Lab	Utilization per 2,000 Cases (Full Capacity)	Utilization (per 70% of Full Capacity) - 1,400 Cases (Optimum Capacity)
Diagnostic Cardiac Catheterization	Inpatient	1.0	2	430	430	0	0	430	430	215		
	Outpatient	1.0	2	767	767	0	0	767	767	383.5		
Therapeutic Cardiac Catheterization	Inpatient	2.0	2	310	620	0	0	310	620	310		
	Outpatient	2.0	2	484	968	0	0	484	968	484		
Diagnotic EP	Inpatient	2.0	2	0	0	0	0	0	0	0		
	Outpatient	2.0	2	0	0	0	0	0	0	0		
Therapeutic EP	Inpatient	4.0	2	0	0	0	0	0	0	0		
	Outpatient	4.0	2	0	0	0	0	0	0	0		
Diagnostic Peripheral Vascular	Inpatient	1.5	2	0	0	0	0	0	0	0		
	Outpatient	1.5	2	0	0	0	0	0	0	0		
Therapeutic Peripheral Vascular	Inpatient	3.0	2	0	0	0	0	0	0	0		
	Outpatient	3.0	2	0	0	0	0	0	0	0		
Thrombolytic Therapy	Inpatient	3.0	2	0	0	0	0	0	0	0		
	Outpatient	3.0	2	0	0	0	0	0	0	0		
Total			2	1,991	2,785	0	0	1,991	2,785	1,393	70%	99%

Source: Tennova Clarksville JARs, 2023 and Cardiac Catheterization Standards and Criteria Weighting Table

When JAR data for years 2021 thru 2023 is added to the above analysis (see table below), the utilization of the Tennova Clarksville cath labs is noted as having increased from an average of 54% over the three year period to the current (2023) 70% utilization indicating there is a need for additional cath lab services in Montgomery County.

Tennova Clarksville Hospital Utilization, 2023 and 3-Year Average (2021 – 2023)

Time Period	# Cath Labs	Avg. Weighted Diagnostic Catheterizations	Diagnostic Catheterizations per Lab	Avg. Weighted Therapeutic Catheterizations	Therapeutic Catheterizations per Lab	Avg. Weighted Diagnostic and Therapeutic Catheterizations	Utilization per 2,000 Cases (Full Capacity)	Utilization (per 70% of Full Capacity) - 1,400 Cases (Optimum Capacity)
2023 Year	2	1,197	599	1,588	794	2,785	70%	99%
2021 - 2023 3-Year Average	2	1,124	562	1,037	519	2,161	54%	77%

Source: Tennova Clarksville JARs, 2023 and Cardiac Catheterization Standards and Criteria Weighting Table

The Tennessee Department of Health also provided the average number of diagnostic and therapeutic caths by resident county for 2021 thru 2023 as shown in the table below.

County	3 Year Average Diagnostic Caths	3 Year Average Therapeutic Caths	3 Year Total Caths
Montgomery	1,586.70	1,418.70	3,005.30

Source: TDOH; data provided by resident county not hospital or hospital county

ASTCH is proposing to establish 2 additional cardiac catheterization labs to help meet the increasing demand for such services.

Note: The HDDS report generated by the Department of Health will provide the most recent three year weighted average for diagnostic and therapeutic cardiac catheterizations

9. Proposed Service Areas with No Existing Service: In proposed service areas where no existing cardiac catheterization service exists, the applicant must show the data and methodology used to estimate the need and demand for the service. Projected need and demand will be measured for applicants proposing to provide services to residents of those areas as follows:

   Need. The projected need for a service will be demonstrated through need-based epidemiological evidence of the incidence and prevalence of conditions for which diagnostic and/or therapeutic catheterization is appropriate within the proposed service area.

   Demand. The projected demand for the service shall be determined by the following formula:

   A. Multiply the age group-specific historical state utilization rate by the number of residents in each age category for each county included in the proposed service area to produce the projected demand for each age category;
   B. Add each age group's projected demand to determine the total projected demand for cardiac catheterization procedures for the entire proposed service area.

Response: Not applicable..

10. Access: In light of Rule 0720-4-.01 (1), which lists the factors concerning need on which an application may be evaluated, the HSDA may decide to give special consideration to an applicant:

    a. Who is offering the service in a medically underserved area as designated by the United States Health Resources and Services Administration;Who documents that the service area population experiences a prevalence, incidence and/or mortality from heart and

cardiovascular diseases or other clinical conditions applicable to cardiac catheterization services that is substantially higher than the State of Tennessee average;

b. Who is a "safety net hospital" as defined by the Bureau of TennCare Essential Access Hospital payment program; or

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

Response: ASTCH will serve all segments of the adult population, regardless of payor source. ASTCH expects approximately 15 percent of its patients will have TennCare or other Medicaid as their payor source and is committed to contracting with TennCare MCOs, and is therefore entitled to special consideration under this criterion. Additionally, ASTCH intends to become Medicare certified and will participate in the Medicare program.

Criteria 11 through 13 are not applicable to this application as ASTCH is proposing to provide diagnostic and therapeutic catheterizations.

14. Minimum Volume Standard: Such applicants should demonstrate that the proposed service utilization will be a minimum of 400 diagnostic and/or therapeutic cardiac catheterization cases per year by its third year of operation. At least 75 of these cases per year should include a therapeutic cardiac catheterization procedure. Annual volume shall be measured based upon a two-year average which shall begin at the conclusion of the applicant's first year of operation. Only cases including diagnostic and therapeutic cardiac catheterization procedures as defined by these Standards and Criteria shall count towards meeting this minimum volume standard.

	Yr. 1 (2029)	Yr. 2 (2030)	Yr. 3 (2031)	Total	Average of Year 2 and Year 3
Diagnostic Cardiac Catheterizations	384	393	401	1,178	397
Therapeutic Cardiac Catheterizations	579	592	605	1,777	599
TOTAL	964	985	1,007	2,955	996

Source: Internal data.

15. Open Heart Surgery Availability: Acute care facilities proposing to offer adult therapeutic cardiac catheterization services shall not be required to maintain an on-site open heart surgery program. Applicants without on-site open heart surgery should follow the most recent American College of Cardiology/American Heart Association/Society for Cardiac Angiography and Interventions Practice Guideline Update for Percutaneous Coronary Intervention (ACC/AHA/SCAI Guidelines). As of the adoption of these Standards and Criteria, the latest version of this document (2007) may be found online at: http://circ.ahajournals.org/cgi/reprint/CIRCULATIONAHA.107.185159

Therapeutic procedures should not be performed in freestanding cardiac catheterization laboratories, whether fixed or mobile. Mobile units may, however, perform therapeutic procedures provided the mobile unit is located on a hospital campus and the hospital has on-site open heart surgery. In addition, hospitals approved to perform therapeutic cardiac catheterizations without on-site open heart surgery backup may temporarily perform these procedures in a mobile laboratory on the hospital's campus during construction impacting the fixed laboratories.

Response: ASTCH will not have an on-site open heart surgery program. STH, via its Transfer Center, has formal transfer protocols. As a proposed STH facility, ASTCH will participate in these protocols to ensure patients can be transported within 60 minutes..

16. Minimum Physician Requirements to Initiate a New Service: The initiation of a new therapeutic cardiac catheterization program should require at least two cardiologists with at least one cardiologist having performed an average of 75 therapeutic procedures over the most recent five year period. All participating cardiologists in the proposed program should be board certified or board eligible in cardiology and any relevant cardiac subspecialties.

    Response: STH currently has 3 interventional cardiologists in the service area. Over the last five years they have performed an average of 438 caths, 177 PCIs, and 100 device implants. These same cardiologists currently provide STEMI call in the market. Staff and Service Availability: Ideally, therapeutic services should be available on an emergency basis 24 hours per day, 7 days per week through a staff call schedule (24/7 emergency coverage). In addition, all laboratory staff should be available within 30 minutes of the activation of the laboratory. If the applicant will not be able to immediately provide 24/7 emergency coverage, the applicant should present a plan for reaching 24/7 emergency coverage within three years of initiating the service or present a signed transfer agreement with another facility capable of treating transferred patients in a cardiac catheterization laboratory on a 24/7 basis within 90 minutes of the patient's arrival at the originating emergency department.

    Response: Cardiac catheterization services, including therapeutic services, will be available on an emergency basis 24 hours per day, 7 days per week through a staff call schedule (24/7 emergency coverage). In addition, all laboratory staff will be available within 30 minutes of the activation of the laboratory. Additionally, STH, via its Transfer Center, has formal transfer protocols. As a proposed STH facility, ASTCH will participate in these protocols to ensure patients can be transported within 60 minutes if necessary.

17. Expansion of Services to Include Therapeutic Cardiac Catheterization: An applicant proposing the establishment of therapeutic cardiac catheterization services, who is already an existing provider of diagnostic catheterization services, should demonstrate that its diagnostic cardiac catheterization unit has been utilized for an average minimum of 300 cases per year for the two most recent years as reflected in the data supplied to and/or verified by the Department of Health.

    Response: Not applicable.

Criteria 19 through 24 are not applicable to ASTCH.

NEONATAL INTENSIVE CARE UNITS

Responses to

Standards and Criteria for Neonatal Intensive Care Units

1. **Determination of Need:** The need for neonatal nursery services is based upon data obtained from Tennessee Department of Health Office of Vital Records in order to determine the total number of live births which occurred within the designated service area. The need shall be based upon the current year's population projected for three years forward. The total number of neonatal intensive and intermediate care beds shall not exceed nine beds per 1,000 live births per year in a defined neonatal service area. These estimates represent gross bed need and shall be adjusted by subtracting the existing applicable staffed beds including certified beds in outstanding CONs operating in the area as counted by TDH in the Joint Annual Report (JAR).

   Rationale: The number of beds per 1,000 live births utilized for the determination of need has been changed from eight to nine. Health Planning analyzed data provided by the Department of Health in order to determine if the previous need formula was adequate given current NICU utilization trends. The data show that statewide utilization rates have increased by 1,087 between 2010 and 2014. However, Health Planning believes it is not possible to determine if this increase in utilization is due to an increase in high-risk births or if it is due to overutilization. This position regarding utilization is supported by scholarly research focusing on epidemiologic trends in neonatal intensive care. The current bed need formula was developed in consultation with the Perinatal Advisory Committee.

Research can be found at the following link:
http://archpedi.jamanetwork.com/article.aspx?articleid=2381545

Wade Harrison and David Goodman, "Epidemiologic Trends in Neonatal Intensive Care, 2007-2012," JAMA Pediatrics, Vol. 169, No. 9, Sept. 2015, pp. 855-862.

Based on TN Department of Health data, there were 3,802 live births in Montgomery County in 2022 as shown in the table below.

2022 Live Births in Montgomery County	2022 Total Population in Montgomery County	Live Birth Rate (per 1000)	2028 Projected Population	2028 Projected Live Births	NICU Bed Need (per 1,000 births)	Total NICU Beds Needed	Existing NICU Beds	Remaining NICU Bed Need
3,802	235,201	16.16	268,290	4,335	9	39	12	27

Using Health Planning's determination of 9 NICU beds per 1,000 live births, yields an estimated NICU bed need by 2028 is 39 using a 2028 projected population of 268,290 for Montgomery County. Presently, there are 12 existing NICU beds in the county resulting in a remaining NICU bed need of 27. ASTCH is proposing to establish a 4-bed Level II NICU to help meet this documented need.

2. **Minimum Bed Standard:** A single Level II neonatal special care unit shall contain a minimum of 10 beds. A single Level III neonatal special care unit shall contain a minimum of 15 beds. These numbers are considered to be the minimum ones necessary to support economical operation of these services. An adjustment in the number of beds may be justified due to geographic remoteness.

Response: Ascension Saint Thomas Clarksville Hospital (ASTCH) is seeking approval for a four-bed Level II neonatal special care unit. Based on the Determination of Need, an additional four beds are needed within the Montgomery County service area. AST has experience operating NICU units, including at the following AST hospitals:

- Saint Thomas Midtown, Level III
- Saint Thomas Rutherford Hospital, Level II

As a large health system with multiple hospitals that provide this service, including a hospital (Saint Thomas Midtown Hospital (STMH)) that births more babies in Middle Tennessee than any other, STH's operational model, patient volumes and experience in this service line positions us well to operate a NICU of this size efficiently. In fact, STMH has been voted the Best Place to Have a Baby numerous times and from multiple sources. The design of the proposed NICU allows for quick expansion of the unit should it become necessary.

ASTCH is dedicated to delivering high-quality care and essential services within the local community, offering the advantage of treatment close to home. ASTCH's proposed Level II NICU will help reduce outmigration, enabling mothers to deliver locally while mitigating unnecessary transfers and addressing potential risk factors for newborns requiring intermediate care after birth.

ASTCH is committed to ensuring that the NICU upholds the highest standards of quality care just as STH's other units do. All NICU staff will receive specialized training, maintain essential competencies, and hold the required certifications.

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

Response: The service area is Montgomery County, Tennessee. ASTCH will be located at an unaddressed site on Highway 76 in Clarksville, Montgomery County, TN 37043 and will be visible from I-24 and sits off Highway 76, which connects to I-24 and is accessible using multiple roadways. See **Attachment 3N** in the ASTCH Certificate of Need Application for a map of the population within Montgomery County.

The total population in Montgomery County is projected to increase by approximately 2% compounded annually between 2022-2025 and 2025-2029 while the total population for Tennessee is projected to increase just less than 1% compounded annually for the same time periods.

For NICU services, females between the ages of 20 to 44 were analyzed for Montgomery County and Tennessee. The compounded annual percentage change between 2022-2025 and 2025-2029 for Montgomery County is 1.5% while comparatively it is 0.6%, respectively, for Tennessee.

3. **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 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 a limited access in the proposed service area.

Response: The proposed ASTCH will serve all segments of the population, regardless of payor source. ASTCH expects approximately 15% of its patients will have TennCare or other Medicaid as their payor source.

ASTCH will give consumers another choice for acute care services in Montgomery County. By giving patients another choice, overall access to healthcare is improved.

ASTCH is designed to accommodate future expansion, ensuring that as Clarksville and Montgomery County experience rapid population growth, the facility can adjust to meet increasing healthcare demands.

4. **Orderly Development of Applicant's Neonatal Nursery Services:** The applicant shall document the number of Level II, Level III, and Level IV cases that have been referred out of the hospital during the most recent three year period of available data.

Response: This is not applicable as ASTCH is not an existing licensed hospital.

5. **Occupancy Rate Consideration:** The Agency may take into account the following suggested occupancy rates of existing facilities in the service area. The occupancy rates of an existing facility shall be 80 percent or greater in the preceding 12 months to justify expansion. The overall utilization of existing providers in the service area shall be 80 percent or greater for the approval of a new facility in a service area.

Response: The current out-migration of obstetric services is significantly reducing the number of births occurring within the Montgomery County service area. A growing number of expectant mothers residing in Montgomery County are choosing—or are compelled—to deliver at facilities outside of the defined service area. This trend reflects either a gap in local service availability or a strong patient preference for choice as it relates to comprehensive maternal and neonatal care.

A Level II Neonatal Intensive Care Unit (NICU) is a critical component in the continuum of care for mothers and newborns, particularly for those who experience complications during or after delivery.

When expanding access points in a growing region like Montgomery County, the focus should not be solely on achieving an 80% NICU occupancy rate, but instead, also ensuring that families have timely access to the provider of choice for essential neonatal care close to home. Meeting the community's needs and expectations - by reducing travel burdens, improving continuity of care, and supporting the improvement of maternal-infant health outcomes - should prevail.

Facility	County	2023 Licensed Beds (Neonatal Unit)	Bed Days Available	Patient Days			Licensed Occupancy		
				2023	2022	2021	2023	2022	2021
Tennova Healthcare - Clarksville	Montgomery	12	4,380	1,216	1,206	1,126	27.8%	27.5%	25.7%
Total		12	4,380	1,216	1,206	1,126	27.8%	27.5%	25.7%

Tennessee Department of Health, Joint Annual Report of Hospitals for 2021, 2022 and 2023.

6. **Assurance of Resources:** The applicant shall document that it will provide the resources necessary to properly support the applicable level of neonatal nursery services. These resources shall align with those set forth by the Tennessee Perinatal Care System Guidelines for Regionalization, Hospital Care Levels, Staffing and Facilities. Included in such documentation shall be a letter of support from the applicant's governing board of directors documenting the full commitment of the applicant to develop and maintain the facility resources, equipment, and staffing to provide a full continuum of neonatal nursery services. The applicant shall also document the financial costs of maintaining these resources and its ability to sustain them to ensure quality treatment of patients in the neonatal nursery services continuum of care.

Response: ASTCH will provide the resources necessary to properly support Level II NICU services and will align with the Tennessee Perinatal Care System Guidelines for Regionalization, Hospital Care Levels, Staffing and Facilities. The letter of support is no longer required as it is a relic of a previous statutory framework which included consideration of Economic Feasibility

8. **Perinatal Advisory Committee.** The Department of Health will consult with the Perinatal Advisory Committee regarding applications.

Response not required.

9. **Adequate Staffing:** An applicant shall document a plan demonstrating the intent and ability to recruit, hire, train, assess competencies of, supervise, and retain the appropriate numbers of qualified personnel to provide the services described in the application and that such personnel are available in the proposed service area. The applicant shall comply with the staffing guidelines and qualifications set forth by the Tennessee Perinatal Care System Guidelines for Regionalization, Hospital Care Levels, Staffing and Facilities.

Rationale: The Division of Health Planning aligned the Criteria and Standards for staffing patterns with the Tennessee Perinatal Care System Guidelines in order to ensure consistency. Additionally, utilizing the work of experts in the field ensures the Standards are stringent and

appropriate. This Standard was reviewed and deemed adequate by the Tennessee Perinatal Advisory Committee.

Response: ASTCH will employ approximately 137.8 FTE positions for direct patient care and approximately 88 FTE positions for non-direct patient care, for a total of 225.8 FTE positions in Year 1 of opening. ASTCH will maintain at all times a staffing level that meets all patient needs and meets all licensing and accreditation standards.

AST has an established presence in Montgomery County and its experience operating multiple NICUs across the region, AST is confident in its ability to recruit, hire, train, supervise, and retain the qualified staff necessary to successfully operate its Level II NICU.

10. **Staff and Service Availability for Emergent Cases:** The applicant shall document the capability to access the neonatologist rapidly for emergency cases 24 hours per day, seven days per week, 365 days per year.

Response: The NICU director will be a full-time, board-certified pediatrician with subspecialty certification in neonatal-perinatal medicine. Their responsibilities will include:

- Maintaining practice guidelines to ensure high-quality neonatal care;
- Collaborating with nursing and hospital administration to develop the operating budget and oversee equipment evaluation and procurement;
- Planning, developing, and coordinating educational programs, both within the hospital and in outreach initiatives; and
- Participating in the evaluation of perinatal care to enhance patient outcomes.

ASTCH will provide round-the-clock physician consultation and coverage, staffed by either a board-certified neonatologist or a board-certified neonatal nurse practitioner. If in-house coverage does not include a board-certified neonatologist, one will be on-call and available on-site within 30 minutes upon request.

11. **Education:** The applicant shall provide details of its plan to educate physicians, other professional and technical staff, and parents. This plan shall be performed in accordance with the education guidelines set forth by Tennessee Perinatal Care System Guidelines for Regionalization, Hospital Care Levels, Staffing and Facilities.

Response: ASTCH's obstetrics program will provide a comprehensive range of maternal-fetal services, supporting both normal pregnancies and those with mild to moderate obstetric complications. The level of obstetric care at a hospital is largely determined by the neonatal care services available. ASTCH's Level II nursery will offer planned delivery services for infants expected to require intermediate newborn care rather than intensive care. The program will include the following capabilities:

Delivery & Emergency Care Services

- Planned deliveries for women whose infants are expected to be ≥32 weeks gestation and weigh at least 1500 grams, with no anticipated need for immediate pediatric subspecialty care; and
- Emergency care for unplanned births involving younger, smaller, or critically ill infants, ensuring safe transfer to a facility equipped for newborn intensive care.

Comprehensive Education Program

ASTCH will implement a comprehensive education program aligned with the Tennessee Perinatal Care System guidelines. This program will provide educational services for parents, including ongoing perinatal education programs.

While services should be available as close to home as possible, patient transfers between hospitals are sometimes necessary to ensure access to specialized levels of care. ASTCH will integrate neonatal-specific training into its education system, equipping staff to identify and stabilize maternal-fetal complications requiring intervention prior to transfer.

Specialized Care & Emergency Support

For complex cases, care will involve direct consultation with the referral facility to determine the best course of action. ASTCH will ensure the availability of:

- Anesthesia services
- Radiologic imaging
- Laboratory and blood bank resources

These essential services will be appropriately structured to support emergency cases effectively.

Maternal-Fetal Transport Protocols

ASTCH staff will receive comprehensive training on maternal-fetal transport protocols, in alignment with the latest edition of the Tennessee Perinatal Care System Guidelines for Transportation, as published by the Tennessee Department of Health.

Nurse Education Program

Training will follow the latest Tennessee Perinatal Care System Educational Objectives for Nurses, Level II, as published by the Tennessee Department of Health.

Neonatal courses will be offered periodically at ASTCH or at another AST facility, delivered by qualified instructors from these institutions.

Courses held remotely from the Level II hospital will include educational leave for attending nurses, with ASTCH managing all necessary arrangements.

12. **Community Linkage Plan:** The applicant shall describe its participation, if any, in a community linkage plan, including its relationships with appropriate health care system providers/services and working agreements with other related community services assuring continuity of care. The applicant is encouraged to include primary prevention initiatives in the community linkage plan that would address risk factors leading to the increased likelihood of NICU usage.

Rationale: The 2014 Update to the State Health Plan moved from a primary emphasis of health care to an emphasis on "health protection and promotion". The development of primary prevention initiatives for the community advances the mission of the current State Health Plan.

Response: ASTCH, as a proposed facility of STH, will leverage STH's existing relationships in the Montgomery County market, including, but not limited to, community primary care providers, our network of urgent care sites as well as offering access to our own Ascension Saint Thomas Perinatal Cardiac Clinic services. Others may include, but is not limited to the following:

- Educational classes for mothers and family members;
- Lactation consultation services; and
- Other services and community programs.

13. **Data Requirements**: Applicants shall 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 practice, existing data reporting streams will be relied upon and adapted over time to collect all needed information.

Response: ASTCH agrees to provide the Department of Health and/or the Health Facilities Commission with all reasonably requested information and statistical data related to the operation and provision of services and to report that data in the time and format requested.

14. **Quality Control and Monitoring:** The applicant shall identify and document its existing or proposed plan for data reporting, quality improvement, and outcome and process monitoring system.

Rationale: This section supports the State Health Plan's Fourth Principle for Achieving Better Health regarding quality of care.

Response: ASTCH will provide healthcare that meets appropriate quality standards. As a future AST hospital, ASTCH will follow the established AST methods for data reporting, quality improvement, and outcome and process monitoring system. This includes the following:

- Performance assessments;
- Policies and procedures for ensuring staff competencies are maintained;
- Obtaining feedback from patients, staff and physicians; and
- Set procedures to ensure patient care and safety.

This is a collaborative team approach across multiple disciplines. ASTCH is committed to providing quality care to patients and to serving the Clarksville and Montgomery County communities, by providing a full-range of health care services and providers. ASTCH has a goal to provide care and services that are of a high quality, are affordable, and are accessible to all of Montgomery County. ASTCH is committed to obtaining and maintaining all applicable state licenses in good standing and obtaining accreditations, including from The Joint Commission.

15. **Tennessee Initiative for Perinatal Quality Care (TIPQC):** The applicant is encouraged to include a description of its plan to participate in the TIPQC.

Rationale: This Standard was developed under the guidance of the Perinatal Advisory Committee.

Response: The Tennessee Initiative for Perinatal Quality Care (TIPQC) is dedicated to promoting meaningful change, advancing health equity, and enhancing the quality of care throughout pregnancy, delivery, and beyond for families across Tennessee. Founded in 2008 through a grant from the Governor's Office, TIPQC serves as the state's perinatal quality improvement collaborative, bringing together hospitals, practitioners, payers, families, and communities to drive improvements in maternal

and neonatal care.

Both AST Midtown and Rutherford hospitals have partnered with TIPQC on several projects aimed at improving maternity care and newborn outcomes. These projects include the Optimal Cord Clamping Project and the TeamBirth project, among others.

ASTCH is committed to joining TIPQC, in alignment with other AST affiliates, further reinforcing its dedication to high-quality maternal and neonatal care.

ORIGINAL APPLICATION

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

CERTIFICATE OF NEED APPLICATION

1A. Name of Facility, Agency, or Institution

Ascension Saint Thomas Clarksville Hospital

Name

an unaddressed site on Highway 76 in the northeastern quadrant of the intersection of Highway 76 and Interstate 24 across Highway 76 from Tennessee Orthopedic Alliance's office building

Street or Route

Montgomery County

County

Clarksville

City

Tennessee

State

37043

Zip

https://healthcare.ascension.org/saint-thomas

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

Robert Suggs

Name

Director of Strategy

Title

Saint Thomas Health

Company Name

robert.suggs.ii@ascension.org

Email Address

102 Woodmont Blvd

Street or Route

Nashville

City

Tennessee

State

37205

Zip

Employee

Association with Owner

865-712-9794

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: 05/14/25

Date LOI was Published: 05/15/25

RESPONSE: See Attachment 3A

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

- [x] 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
- [x] Initiation of Health Care Service as Defined in §TCA 68-11-1607(3)

Initiation of HealthCare services

- [ ] Burn Unit
- [x] Neonatal Intensive Care Unit
- [ ] Open Heart Surgery
- [ ] Organ Transplantation
- [x] 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)*

- [x] Hospital
- [ ] Ambulatory Surgical Treatment Center (ASTC) – Multi-Specialty
- [ ] Ambulatory Surgical Treatment Center (ASTC) – Single Specialty
- [ ] Home Health
- [ ] Hospice
- [ ] Intellectual Disability Institutional Habilitation Facility (ICF/IID)
- [ ] Nursing Home
- [ ] Outpatient Diagnostic Center
- [ ] Rehabilitation Facility
- [ ] Residential Hospice
- [ ]

☐ Nonresidential Substitution Based Treatment Center of Opiate Addiction

☐ Other

Other -

Hospital -
General Medical and Surgical

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

Saint Thomas Clarksville Hospital, LLC

Name

102 Woodmont Blvd, Suite 800		615-284-7847
Street or Route		**Phone Number**
Nashville	Tennessee	37205
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 proposed Ascension Saint Thomas Clarksville Hospital ("ASTCH") will be owned by Saint Thomas Clarksville Hospital, LLC, a Tennessee limited liability company. This entity is wholly owned by Saint Thomas Health ("STH"), which is a regional health ministry of Ascension Health ("AH")—one of the largest not-for-profit, Catholic health systems in the United States. Ascension's mission-driven approach to healthcare emphasizes compassionate service, especially to the poor and vulnerable, and is deeply rooted in community engagement and clinical excellence. The proposed hospital will reflect these values while expanding access to high-quality care in Montgomery County. Please refer to Attachments 7A.1 through 7A.5 for documentation of Saint Thomas Clarksville Hospital, LLC's corporate status, charter, and filings with the Tennessee Secretary of State, as well as an organizational chart illustrating the ownership structure.

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

Sale Agreement

RESPONSE: Saint Thomas Health, the ultimate, sole owner of Saint Thomas Clarksville Hospital, LLC, is the buyer listed on a contract to purchase the land. A copy of the Sale Agreement is provided in Attachment 9A.

10A. Floor Plan

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

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

RESPONSE: The proposed hospital will be a thoughtfully designed three-story facility, purpose-built to support high-quality, patient-centered care and future growth. Detailed floor plans for each level are included in Attachment 10A. First Floor: This level is the operational and clinical core of the hospital. It includes key ancillary services such as pharmacy, laboratory, dietary, and radiology. Clinical areas include two endoscopy rooms, four operating rooms, a prep/PACU recovery area, and two cardiac catheterization labs. Importantly, this floor also houses six LDRP (Labor, Delivery, Recovery, Postpartum) beds and four NICU bassinets—ensuring that mothers and newborns can receive

comprehensive care in one location. Horizontal expansion zones are built into the design for emergency, surgery, materials management, and radiology. Vertical expansion is also possible above the OB/NICU area, allowing for future growth in maternal and neonatal services. Second Floor: This floor includes six ICU rooms, with infrastructure in place to expand to eight, as well as 16 acute care beds expandable to 20. Support areas are strategically located to ensure efficient care delivery. Third Floor: Designed for flexibility, this floor includes 12 acute care beds with the ability to expand to 28. Twelve shelled-out rooms are included and can be adapted for ICU use if needed, providing critical surge capacity.

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 proposed site for Ascension Saint Thomas Clarksville Hospital (ASTCH) is strategically located on Highway 76, in the northeastern quadrant of its intersection with Interstate 24 - one of the region's most heavily traveled corridors. The site offers exceptional visibility from I-24 and is directly accessible via multiple arterial roadways, making it highly convenient for patients, staff, and emergency vehicles. A new connector road will loop from Highway 76 to Little Hope Road, providing direct access to the hospital campus and supporting smooth traffic flow. This infrastructure ensures that the site is well-positioned to serve both local residents and those traveling from surrounding counties. While the Clarksville Transit System currently provides fixed-route bus service throughout Montgomery County, the ASTCH site is not yet on a designated route. However, the hospital's location near major thoroughfares makes it easily reachable by car, ambulance, and other ground transportation.

12A. Plot Plan

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

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

(Attachment 12A)

RESPONSE: The site of the proposed ASTCH is approximately 99 acres. The proposed project is new construction of approximately 177,000 square feet and will be constructed on the front right of the site as viewed from Highway 76. The site is highly visible and easily accessible from I-24 via Highway 76 and/or Little Hope Road. The unused acreage will be held for future development. A copy of the plot plan is provided in Attachment 12A

13A. Notification Requirements

- TCA §68-11-1607(c)(9)(B) states that "... If an application involves a healthcare facility in which a county or municipality is the lessor of the facility or real property on which it sits, then within ten (10) days of filing the application, the applicant shall notify the chief executive officer of the county or municipality of the filing, by certified mail, return receipt requested." Failure to provide the notifications described above within the required statutory timeframe will result in the voiding of the CON application.
  - ☐ Notification Attached (Provide signed USPS green-certified mail receipt card for each official notified.)
  - ☐ Notification in process, attached at a later date

- ☐ Notification not in process, contact HFC Staff
- ☑ Not Applicable

- TCA §68-11-1607(c)(9)(A) states that "... Within ten (10) days of the filing of an application for a nonresidential substitution based treatment center for opiate addiction with the agency, the applicant shall send a notice to the county mayor of the county in which the facility is proposed to be located, the state representative and senator representing the house district and senate district in which the facility is proposed to be located, and to the mayor of the municipality, if the facility is proposed to be located within the corporate boundaries of the municipality, by certified mail, return receipt requested, informing such officials that an application for a nonresidential substitution based treatment center for opiate addiction has been filed with the agency by the applicant.
  - ☐ Notification Attached (Provide signed USPS green-certified mail receipt card for each official notified.)
  - ☐ Notification in process, attached at a later date
  - ☐ Notification not in process, contact HFC Staff
  - ☐ Not Applicable

EXECUTIVE SUMMARY

1E. Overview

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

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

  RESPONSE:

  ASTCH will be a full-service community hospital located at an unaddressed site on Highway 76 in the northeastern quadrant of the intersection of Highway 76 and Interstate 24 across Highway 76 from Tennessee Orthopedic Alliance's office building in Clarksville, Montgomery County, TN 37043. The 44-bed hospital will include the new construction of approximately 177,000 square feet. The hospital will have 28 medical/surgical beds, 6 ICU beds, 6 LDRP beds, and 4 Level II NICU bassinets. Ancillary services will include 4 surgery suites, 2 endoscopy suites, 2 cardiac catheterization labs, a pre- and post-operative unit, radiology (including CT, MRI, and x-ray), laboratory, pharmacy, and dietary services.

- Ownership structure

  RESPONSE: ASTCH will be owned and operated by Saint Thomas Clarksville Hospital, LLC whose ultimate parent company is STH. STH has a long-standing history of providing care and health services throughout the communities of Middle Tennessee. STH is part of AH, one of the country's largest not-for-profit and Catholic-affiliated health systems. Ascension Health's network encompasses approximately 99,000 associates, 23,000 aligned providers, 94 wholly owned or consolidated hospitals, and ownership interests in 27 additional hospitals through partnerships along with a variety of other care sites offering a range of healthcare services.

- Service Area

  RESPONSE: The service area for ASTCH has been defined as Montgomery County, Tennessee.

- Existing similar service providers

  RESPONSE: There is one existing acute care hospital located within Montgomery County, Tennova Healthcare – Clarksville ("TH-C"). TH-C is located in Clarksville, approximately 7 road miles north of ASTCH and consists of 270 total licensed beds (237 staffed beds), including 12 NICU bassinets and 20 rehabilitation beds. TH-C is a Tennessee General Partnership with two general partners: Clarksville Holdings, LLC (80%) and Vanderbilt Montgomery Holdings, LLC (20%). The ultimate parent of Clarksville Holding, LLC through a number of affiliated entities, is Community Health Systems, Inc. ("CHS"). Vanderbilt Montgomery Holdings, LLC, is a Tennessee limited liability company and affiliate of Vanderbilt University Medical Center, a Tennessee nonprofit corporation. TH-C also has a free-standing emergency room (Tennova ER – Sango) with 8 treatment rooms located at the Highway 76/I-24 interchange.

- Project Cost

  RESPONSE: The estimated capital cost of the project is $148,500,000.

- Staffing

  RESPONSE: Proposed first year staffing for ASTCH is 225.8 FTEs.

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: Montgomery County's population is growing at a rate that surpasses the state average, increasing the demand for acute care services within the community. For detailed population projections specific to Montgomery County and Tennessee, refer to section 3N.

- Quality Standards

  RESPONSE: STH is licensed by the State of Tennessee and is accredited by The Joint Commission. As part of the STH network, ASTCH will have access to a full range of quality and utilization management resources.

- Consumer Advantage
  - Choice

    RESPONSE: Consumer choice in healthcare empowers patients to select providers, treatments, and insurance plans that best meet their individual needs and preferences. This freedom encourages competition among healthcare providers, which can lead to improved quality of care, greater innovation, and more patient-centered services. Patient-centered care emphasizes respect for patients' values, preferences, and needs, and involves them in decision-making, which has been shown to improve trust, satisfaction, and health outcomes When patients have options, they are more likely to find care that aligns with their personal expectations, ultimately leading to better overall experiences and outcomes.

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

    RESPONSE: ASTCH's community-based site of care will significantly improve access and availability of healthcare services, especially for underserved populations. This proposed innovative campus will bring essential services closer to patients currently out-migrating for care from rural, low-income, or otherwise hard-to-reach areas, reducing barriers like transportation, cost, and time. By meeting patients where they are, these services not only increase the likelihood of early detection and treatment of health issues but also foster trust and continuity of care. More accessible healthcare access points have been shown to reduce emergency room visits and save healthcare costs while improving health outcomes, particularly among vulnerable groups. This expanded access in Montgomery County would lead to more equitable healthcare delivery and better overall public health.

  - Affordability

    RESPONSE: Consumer choice combined with increased access to healthcare services can significantly improve affordability for patients. When consumers have the ability to choose among multiple providers and care settings, it fosters competition, which can drive down prices and encourage providers to offer more cost-effective services. Improved access also helps patients receive timely care, preventing the progression of illnesses that would otherwise require more intensive and costly treatments later on. Together, these factors reduce financial strain, lower the risk of medical debt, and contribute to better health outcomes and economic stability. Additionally the proposed hospital will care for all patients regardless of insurance product or ability to pay in alignment with STH's mission and charity care policies.

3E. Consent Calendar Justification

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

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

4E. PROJECT COST CHART

A. Construction and equipment acquired by purchase:	
1. Architectural and Engineering Fees	$7,000,000
2. Legal, Administrative (Excluding CON Filing Fee), Consultant Fees	$150,000
3. Acquisition of Site	$18,000,000
4. Preparation of Site	$4,500,000
5. Total Construction Costs	$92,905,000
6. Contingency Fund	$4,900,000
7. Fixed Equipment (Not included in Construction Contract)	$7,800,000
8. Moveable Equipment (List all equipment over $50,000 as separate attachments)	$10,700,000
9. Other (Specify): Fixtures	$2,500,000
B. Acquisition by gift, donation, or lease:	
1. Facility (inclusive of building and land)	
2. Building only	
3. Land only	
4. Equipment (Specify):	
5. Other (Specify):	
C. Financing Costs and Fees:	
1. Interim Financing	
2. Underwriting Costs	
3. Reserve for One Year's Debt Service	
4. Other (Specify):	
D. Estimated Project Cost (A+B+C)	$148,455,000
E. CON Filing Fee	$45,000
F. Total Estimated Project Cost (D+E) **TOTAL**	$148,500,000

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:

The Health Facilities Commission ("HFC") has Standards and Criteria for various healthcare services. For the proposed ASTCH, three standards and criteria are applicable:

- Acute Care Beds Standards and Criteria
- Neonatal Intensive Care Unit (NICU) Standards and Criteria
- Cardiac Catheterization Standards and Criteria

Responses to each of the Standards and Criteria are provided in Attachment 1N.

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

RESPONSE:

The proposed service area for ASTCH is Montgomery County, Tennessee. See Attachment 2N.

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

PROJECTED UTILIZATION

Unit Type:

- ☐ Procedures
- ☐ Cases
- ☐ Patients
- ☑ Other

Discharges

Service Area Counties	Projected Utilization Recent Year 1 (Year =)	% of Total
Other not primary/secondary county	268	10.00%
Montgomery	2,413	90.00%
Total	2,681	100%

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

RESPONSE:

Demographics of the Population to Be Served

The proposed Ascension Saint Thomas Clarksville Hospital (ASTCH) will serve the residents of Montgomery County, Tennessee—a region experiencing rapid and sustained population growth. To contextualize the need for expanded healthcare services, demographic projections for Montgomery County are compared with statewide trends in Tennessee, using data from the Boyd Center for Business and Economic Research at the University of Tennessee.

Population Growth

Montgomery County's total population is projected to grow from approximately 235,201 in 2022 to 273,822 by 2029, representing a compounded annual growth rate (CAGR) of 2.3% from 2022–2025 and 2.1% from 2025–2029. In contrast, the state of Tennessee is projected to grow at less than half that rate, with a CAGR of 0.9% and 0.8% over the same periods. This growth underscores the urgency of expanding healthcare infrastructure in Montgomery County to meet rising demand.

Women of Childbearing Age (NICU Services)

For services such as labor and delivery and neonatal intensive care, the population of females aged 20 to 44 is a key demographic. In Montgomery County, this group is projected to grow at a CAGR of 1.5%, more than double the 0.6% growth rate projected for the same cohort statewide. This trend supports the inclusion of LDRP beds and Level II NICU bassinets in the proposed facility, ensuring that maternal and neonatal care is available locally for a growing population of young families.

Adults Aged 20 and Older (Cardiac Cath and General Services)

For adult-focused services such as cardiac catheterization, the population aged 20 and older is projected to grow at approximately 2.0% annually in Montgomery County between 2022 and 2029. This compares to 0.6%–1.0% annual growth for the same age group across Tennessee. The higher local growth rate indicates a rising need for adult acute and specialty care services, including cardiovascular diagnostics and interventions.

Overall Implications

Montgomery County is not only growing faster than the state—it is also becoming more demographically diverse and service-intensive. The proposed ASTCH will be positioned to meet these evolving needs by offering a full continuum of care, including maternal health, surgical services, and chronic disease management. The hospital's location and service mix are designed to reduce the 43.2% outmigration rate currently seen in the county.

See Attachment 3N for a visual map of the population distribution within Montgomery County.

Estimated and Projected Population – Montgomery County and Tennessee					
	2022 Population (Estimated)	2025 Population (Projected)	2029 Population (Projected)	Compounded Annual Percentage Change 2022 – 2025	Compounded Annual Percentage Change 2025 – 2029
Montgomery County					
Total Population	235,201	251,815	273,822	2.3%	2.1%
Ages 0 to 4	18,197	20,701	22,798	4.4%	2.4%
Ages 5 to 9	17,729	18,636	20,591	1.7%	2.5%
Ages 10 to 14	16,932	17,795	19,225	1.7%	2.0%
Ages 15 to 19	15,172	16,403	17,813	2.6%	2.1%
Ages 20 to 24	19,983	20,116	20,888	0.2%	0.9%
Ages 25 to 29	22,351	23,149	24,184	1.2%	1.1%
Ages 30 to 34	21,051	22,334	23,731	2.0%	1.5%
Ages 35 to 39	18,195	19,688	21,421	2.7%	2.1%
Ages 40 to 44	15,314	16,795	18,696	3.1%	2.7%
Ages 45 to 49	12,574	14,000	15,893	3.6%	3.2%
Ages 50 to 54	11,961	12,477	13,791	1.4%	2.5%
Ages 55 to 59	11,467	11,982	12,798	1.5%	1.7%
Ages 60 to 64	10,737	11,097	11,697	1.1%	1.3%
Ages 65 to 69	8,756	9,484	10,180	2.7%	1.8%
Ages 70 to 74	6,291	7,249	8,199	4.8%	3.1%
Ages 75 to 79	4,145	4,802	5,676	5.0%	4.3%
Ages 80 to 84	2,391	2,865	3,499	6.2%	5.1%
Ages 85 plus	1,955	2,242	2,742	4.7%	5.2%
Ages 20+	167,171	178,280	193,395	2.2%	2.1%
Females 20-44	47,009	49,220	52,166	1.5%	1.5%
Tennessee					
Total Population	7,051,572	7,242,733	7,462,831	0.9%	0.8%
Ages 0 to 4	405,421	424,668	440,124	1.6%	0.9%
Ages 5 to 9	421,316	426,511	438,944	0.4%	0.7%
Ages 10 to 14	438,036	445,550	455,905	0.6%	0.6%
Ages 15 to 19	440,463	449,244	460,257	0.7%	0.6%
Ages 20 to 24	477,122	475,765	479,738	-0.1%	0.2%
Ages 25 to 29	482,641	487,703	495,366	0.3%	0.4%
Ages 30 to 34	494,040	499,261	506,335	0.4%	0.4%
Ages 35 to 39	450,158	474,215	491,601	1.8%	0.9%
Ages 40 to 44	442,306	456,132	476,480	1.0%	1.1%
Ages 45 to 49	418,279	433,844	453,411	1.2%	1.1%
Ages 50 to 54	454,249	442,985	445,963	-0.8%	0.2%
Ages 55 to 59	454,921	459,158	456,174	0.3%	-0.2%
Ages 60 to 64	451,630	453,205	454,621	0.1%	0.1%
Ages 65 to 69	402,492	417,423	426,671	1.2%	0.5%
Ages 70 to 74	327,032	350,145	369,823	2.3%	1.4%
Ages 75 to 79	233,871	252,415	274,022	2.6%	2.1%
Ages 80 to 84	138,359	158,229	178,108	4.6%	3.0%
Ages 85 plus	119,236	136,280	159,288	4.6%	4.0%
Ages 20+	5,346,336	5,436,635	5,667,601	0.6%	1.0%
Females 20-44	1,173,515	1,196,273	1,227133	0.6%	0.6%

Source: Boyd Center for Business and Economic Research, University of Tennessee, Knoxville

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

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

RESPONSE:

Demographic Variable/Geographic Area	Department of Health/Health Statistics							Census Bureau				TennCare	
	Total Population-Current Year 2024	Total Population-Projected Year 2028	Total Population-% Change	*Target Population-All Ages Current 2024	Target Population-All Ages Project Year 2028	Target Population-All Ages% Change	Target Population-All Ages Projected Year as % of Total	Median Age	Median Household Income	Person Below Poverty Level	Person Below Poverty Level	TennCare Enrollees	TennCare Enrollees as % of Total
Montgomery County	231,296	248,155	7.30%	231,296	248,155	7.30%	100.00%	32.5	$72,365	309,999	12.60%	44,853	19.40%
State of TN Total	7,125,908	7,331,859	2.90%	7,125,908	7,331,859	2.90%	100.00%	39.1	$67,097	1,011,885	14.00%	1,421,926	20.00%

The service area is Montgomery County. The target population is All Ages (total population) and the current year shown is 2024 and the projected year is 2028.

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:

STH currently has 14 sites of care in Montgomery County, including an ASTC, imaging services, four urgent care sites, five outpatient physical therapy sites and specialty physician clinics. The proposed ASTCH is a natural extension and addition to the system of care that STH has thoughtfully been developing for the residents of Montgomery County. More specifically, ASTCH will address special needs of the service area, by:

- Addressing population growth: Montgomery County population is projected to grow at a rate nearly three times that of the State. Total population is projected to grow from approximately 235,201 in 2022 to 273,822 by 2029. This growth underscores the urgency of expanding healthcare infrastructure in Montgomery County to meet rising demand.
- Reduce patient out-migration: 43% of patients are leaving the market for inpatient acute care services and 67% leave the market for elective surgeries based on THA data.
- Reduce travel time to services: Out-migration is causing residents to drive excessive miles for their care. Patients nearest hospital option is approximately 14-43 miles away depending on where a patient lives in Montgomery County.
- Care for all: As a not-for-profit healthcare Ministry of Ascension, the proposed FSED will care for all patients regardless of insurance product or ability to pay in alignment with STH's mission and charity care policies.

Please see Attachment 4N for Letters of Support.

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:

TH-C is the only acute care hospital located within the Montgomery County service area for ASTCH. Tennova Healthcare - Clarksville is a 270-bed licensed hospital that includes a 20-bed inpatient rehabilitation unit, a 12-bed Level II NICU unit, two MRI units, and two cardiac catheterization labs. Below is a table summarizing Tennova Healthcare - Clarksville's utilization and occupancy for the three most recent years of data available

When hospital rooms designed for double occupancy cannot safely accommodate two patients, the facility's effective capacity is reduced, which has a direct and often underestimated impact on patient care. Although the THC hospital may be licensed for 270 beds, the actual number of usable beds is lower due to constraints such as infection control, gender mismatches, or behavioral health needs that prevent room sharing.

As a result, Tennova Hospital Clarksville's reported occupancy rate appears to be significantly understated when considering the actual room configuration and potential bed capacity. While publicly available data lists 237 staffed beds, the hospital reportedly has 141 double-occupancy rooms and 84 private rooms. This configuration suggests a potential capacity of up to 366 beds if all double rooms are fully utilized. However, occupancy rates for CON are calculated based on licensed/staffed beds, not actual physical capacity. As a result, the hospital's occupancy rate may appear lower than the actual demand for services, masking the true extent of bed need. When the state's model is used using TH-C's estimated staffed beds at 154, the occupancy for 2023 is ~89%.

This discrepancy leads to a higher functional occupancy rate than reported, as more patients are concentrated into fewer available rooms. The result is increased strain on staff, longer wait times for admissions, potential delays in care, and reduced flexibility in managing patient flow. In some cases, patients may be held in emergency departments or recovery areas longer than ideal, which can compromise both patient experience and clinical outcomes. This hidden over-occupancy underscores the need for accurate service area bed needs in relation to current state data which would suggest that THC is operating well above 80% occupancy. This scenario highlights the importance of considering both staffed and physical bed capacity when evaluating hospital utilization and planning for future healthcare infrastructure.

Item 5N - Service Area Historical Utilization

Facility	County	2023 Licensed Beds	Bed Days Available	Patient Days			Licensed Occupancy			% Change in Patient Days 2021-2023
				2023	2022	2021	2023	2022	2021	
Tennova Health Clarksville	Montgomery	270	98550	49798.6	45553.2	48271.8	51%	46%	49%	-3%
TOTAL		270	98550	49798.6	45553.2	48271.8	51%	46%	49%	-3%

Facility	County	2023 Staffed Beds	Bed Days Available	Patient Days			Staffed Occupancy			% Change in Patient Days 2021-2023
				2023	2022	2021	2023	2022	2021	
Tennova Health Clarksville	Montgomery	237	86505	49798.6	45553.2	48271.8	58%	53%	56%	-3%
TOTAL		237	86505	49798.6	45553.2	48271.8	58%	53%	56%	-3%

Source: Joint Annual Report for Hospitals

Item 5N - Service Area Historical Utilization Based on Estimated TH-C Single Occupancy Room Utilization

Facility	County	2023 Staffed Beds	Bed Days Available	Patient Days			Staffed Occupancy			% Change in Patient Days 2021-2023
				2023	2022	2021	2023	2022	2021	
Tennova Health Clarksville	Montgomery	154	56210	49798.6	45553.2	48271.8	89%	81%	86%	-3%
TOTAL		154	56210	49798.6	45553.2	48271.8	89%	81%	86%	-3%

Source: Joint Annual Report for Hospitals

Tennova Healthcare received approval (CN2109-027) for the transfer of 12 beds from Tennova Healthcare - Clarksville to a site at 2275 Trenton Road, Clarksville, Montgomery County, to establish a satellite hospital with an emergency room. The 12 beds as part of Tennova Healthcare - Clarksville are double-occupancy rooms that would be utilized as private rooms at the satellite hospital. As of the date of this application, Tennova Healthcare has not moved forward with the construction of the satellite hospital. CN2109-027 will expire in August 2026.

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:

STH conducted a comprehensive service area needs assessment to evaluate current and future demand for emergency and inpatient services. The analysis was scenario-based and data-driven, focusing on population growth, care access, and utilization trends.

Starting Point: Recognized that most inpatient admissions originate in the ED, so we start with building the ED Need Model.

Goal: An accurate estimated ED volume and acuity to project inpatient bed needs accurately.

1. Emergency Department (ED) Need Model

- **Approach:**
  - Assessed current ED volumes and trends by ZIP code.
  - Incorporated service area population growth and demographic projections.
  - Considered shifts toward value-based care and alternative care sites (e.g., urgent care).
  - Evaluated access gaps and patient migration patterns.
  - Built multiple scenario models with factors like market dynamics and market investments from existing and/or new operators.
- **Final Assumption:**
  - Final model chose the most reasonable outcome based on current STH market penetration and expected market share capture.

2. Inpatient (IP) Bed Need Model

Step 1: Volume Estimation by ZIP Code

- **Data Sources:**
  - Population projections from 2022-2070 Boyd Center Population Projections
  - 2024 Discharge volumes from Tennessee Hospital Association (THA)
  - National and regional benchmarks from 2023 JARs and Cost Reports
- **Key Variables:**
  - ZIP-code level growth trends
  - ZIP-code level market share estimates based on:
    - Competitor presence
    - Drive times and traffic patterns
    - Historical STH market penetration
    - Existing STH assets/access points in the market
    - Existing provider relationships in the market
  - In-migration estimates for patients from outside the service area based on current trends

Step 2: Bed Demand Modeling

- **Inputs:**
  - Service Area Population and Projected Population (2029)
  - Current State Service Area Use rates and Days of Care
  - Current State Service Area Average Length of Stay (ALOS)
  - Current State Service Area Occupancy rates
- **Output:** Projected inpatient bed need based on expected utilization and market dynamics

Additional Considerations

- Utilization of urgent care and other low-acuity access points
- Health system investments and provider alignment in the region
- Patient travel behavior and access barriers

This structured approach ensured that both current service gaps and future demand were thoroughly evaluated, supporting the case for the proposed hospital's size and service offerings.

Assumptions:

- Estimated ED Admit Rate of 18%
- Estimated ALOS of 4.70
- Estimated Use Rate of 80 per 1,000 Lives
- Estimated Year 1 ED Market Share Capture of 14.6%
- Projected Montgomery County 2029 Population of 273,832

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

Facility	County	2029 Licensed Beds	Bed Days Available	Patient Days (Year 1 and Year 2 of		Licensed Occupancy (Year 1 and		% Change in Patient Days 2029-2030
				2029	2030	2029	2030	
Ascension St Thomas Clarksville	Montgomery	44	16060	10992.1	11443.1	68%	71%	4%

Facility	County	2029 Staffed Beds	Bed Days Available	Patient Days (Year 1 and Year 2 of		Staffed Occupancy (Year 1 and		% Change in Patient Days 2029-2030
				2029	2030	2029	2030	
Ascension St Thomas Clarksville	Montgomery	44	16060	10992.1	11443.1	68%	71%	4%

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

RESPONSE:

The applicant does not have any outstanding CON applications. Affiliates of the applicant have

several approved CONs as noted.

CON Number	Project Name	Date Approved	Expiration Date
CN1903-008	Providence Surgery Center	8/28/2019	2/1/2026
CN2401-001	Premier Radiology Clarksville	3/27/2024	5/1/2026
CN2202-005	Ascension Saint Thomas River Park Hospital	4/27/2022	6/1/2025
CN2407-019	Sumner Regional Medical Center	10/23/2024	12/1/2027

CONSUMER ADVANTAGE ATTRIBUTED TO COMPETITION

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

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

RESPONSE: ASTCH is a new hospital, therefore it does not have any existing transfer agreements. However, transfers among STH facilities are accomplished by its transfer center. With respect to unrelated parties, ASTCH will enter into transfer agreements with hospitals to transfer patients for services not available at STH as necessary or based on patient requests. See (Attachment 1C) for a proposed ASTCH transfer agreement which is a standard template to use as appropriate.

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

- [x] Aetna Health Insurance Company
- [x] Ambetter of Tennessee Ambetter
- [x] Blue Cross Blue Shield of Tennessee
- [x] Blue Cross Blue Shield of Tennessee Network S
- [x] Blue Cross Blue Shiled of Tennessee Network P
- [x] BlueAdvantage
- [ ] Bright HealthCare
- [x] Cigna PPO
- [x] Cigna Local Plus
- [x] Cigna HMO - Nashville Network
- [x] Cigna HMO - Tennessee Select
- [x] Cigna HMO - Nashville HMO

- [x] Cigna HMO - Tennessee POS
- [x] Cigna HMO - Tennessee Network
- [ ] Golden Rule Insurance Company
- [ ] HealthSpring Life and Health Insurance Company, Inc.
- [x] Humana Health Plan, Inc.
- [x] Humana Insurance Company
- [ ] John Hancock Life & Health Insurance Company
- [ ] Omaha Health Insurance Company
- [ ] Omaha Supplemental Insurance Company
- [ ] State Farm Health Insurance Company
- [x] United Healthcare UHC
- [ ] UnitedHealthcare Community Plan East Tennessee
- [x] UnitedHealthcare Community Plan Middle Tennessee
- [ ] UnitedHealthcare Community Plan West Tennessee
- [ ] WellCare Health Insurance of Tennessee, Inc.
- [x] Others

RESPONSE: ABS-SmartHealth - Ascension Care Management, American Health Plan, CenterCare Managed Care Programs, MultiPlan/PHCS, NHC Advantage, NovaNet, Optum VA, OSCAR, Point Comfort Underwriters, TRICARE, USA Managed Care Organization, WellPoint

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

RESPONSE:

ASTCH will bring significant benefits to the Clarksville and Montgomery County communities by expanding healthcare options and ensuring local access to essential care and services.

Access to healthcare choices is vital for consumers, particularly in hospital services. The Health Facilities Commission acknowledges that patient choice enhances consumer benefits, leading to better outcomes by allowing individuals to select a hospital that aligns with their specific needs and preferences. The introduction of a second hospital in Montgomery County is expected to drive enhancements in quality of care, foster innovation, and improve overall efficiency.

Montgomery County's population is growing at a rate that surpasses the state average, increasing the demand for acute care services within the community. For detailed population projections specific to Montgomery County and Tennessee, refer to **Response 3N**.

Consumer choice in healthcare empowers patients to select providers, treatments, and insurance plans that best meet their individual needs and preferences. This freedom encourages competition among healthcare providers, which can lead to improved quality of care, greater innovation, and more patient-centered services. When patients have options, they are more likely to find care that aligns with their values, expectations, and financial situations, ultimately leading to better satisfaction and health outcomes.

The proposed ASTCH hospital will care for all patients regardless of insurance product or ability to pay in alignment with STH's mission and charity care policies.

Beyond healthcare benefits, ASTCH will also contribute to the economic growth of the greater Clarksville and Montgomery County areas both short and long term, already heavily investing in 14 sites of care and employing hundreds of Montgomery County residents. Its multi-year construction process will generate substantial employment opportunities in the construction sector, increase tax revenue from materials, equipment, and related purchases, and provide indirect economic advantages to local businesses supporting these activities. Additionally, induced economic impacts will emerge as workers invest in the local economy through their spending.

ASTCH aims to reduce out-migration from Montgomery County by expanding local healthcare access and services. In 2023, of the 18,495 hospital patients who reside in Montgomery County, approximately 52 percent went to Tennova Healthcare – Clarksville. A significant portion of Montgomery County residents (48%) seek medical care outside the county, with 41% traveling to Davidson County, about 50 miles from Clarksville. This trend highlights the need for additional sites of care in Montgomery County to reduce the need to out-migrate for essential medical services.

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 has committed to staff this facility in accordance with requirements of State licensure, CMS and other accreditation organizations. ASTCH will have all appropriate resources to meet all staffing and accreditation requirements of the Tennessee Board for Licensing Health Care Facilities and the Joint Commission among others. ASTCH will require approximately 225 FTE positions in its first year of operation.

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:

ASTCH will seek the following licenses, certifications, and/or accreditations:

- Hospital licensure from the Tennessee Board for Licensing Health Care Facilities
- Participation in Medicaid (TennCare) and Medicare programs
- Accreditation by The Joint Commission
- Cardiac cath lab will meet ACC Guidelines

PROJECTED DATA CHART

☑ Project Only
☐ Total Facility

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

	Year 1	Year 2
	2029	2030
A. Utilization Data		
Specify Unit of Measure Other : Adjusted Discharges	10279	11564
B. Revenue from Services to Patients		
1. Inpatient Services	$213,029,941.00	$244,451,857.00
2. Outpatient Services	$305,666,193.00	$350,751,957.00
3. Emergency Services	$248,039,509.00	$284,625,337.00
4. Other Operating Revenue (Specify) _____	$0.00	$0.00
Gross Operating Revenue	$766,735,643.00	$879,829,151.00
C. Deductions from Gross Operating Revenue		
1. Contractual Adjustments	$587,149,646.00	$673,754,219.00
2. Provision for Charity Care	$46,520,212.00	$53,381,943.00
3. Provisions for Bad Debt	$5,112,843.00	$5,866,987.00
Total Deductions	$638,782,701.00	$733,003,149.00
NET OPERATING REVENUE	$127,952,942.00	$146,826,002.00

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

Project Only Chart

	Previous Year to Most Recent Year	Most Recent Year	Year One	Year Two	% Change (Current Year to Year 2)
Gross Charge *(Gross Operating Revenue/Utilization Data)*	$0.00	$0.00	$74,592.44	$76,083.46	0.00
Deduction from Revenue *(Total Deductions/Utilization Data)*	$0.00	$0.00	$62,144.44	$63,386.64	0.00
Average Net Charge *(Net Operating Revenue/Utilization Data)*	$0.00	$0.00	$12,448.00	$12,696.82	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:

ASTCH is a proposed new hospital and therefore does not have current hospital charges. Its proposed charge structure is based on blended or average charges developed from other STH hospitals. Deductions from revenues, bad debt and charity care are based on STH's reimbursement experience.

Gross charges do not reflect what either patients or payors pay since payors have discounted rates and insured patients are only responsible for co-pays and deductibles. The average net charge is what patients and/or payors pay in aggregate for healthcare. As reflected in the above chart, the average net charge per adjusted admission at ASTCH is estimated to be $12,697 in year two.

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:

ASTCH is a new hospital and therefore does not have current hospital charges. When reviewing charge data:

- Comparison of gross charges do not reflect what either patients or payors pay for services due to payor discounted rates and the patient's responsibility generally for only co-pays and deductibles. Self-pay patients and some with insurance may qualify for a self-pay discount. In addition, low-income individuals may qualify for charity care.
- What a patient pays is largely determined by their health insurance coverage. If a patient does not have health insurance, their financial responsibility will be determined by STH's uninsured policies.
- Comparisons of gross charges between hospitals will not reflect variations in pricing methodologies such as case rates, per day rates, bundles, etc with different payers.

Comparing Medicare payment information from CMS Hospital Compare is likely the best comparison between hospitals. Since ASTCH is only a proposed hospital and does not yet have charges, the table below provides the Medicare payments for the two most comparable STH hospitals to the planned ASTCH compared to the in-market Tennova hospital and the national average across the four conditions available.

Medicare Payments by Condition				
Condition:	TH-C	Saint Thomas Rutherford	Saint Thomas River Park	National Average
Heart Attack Patients	$26,783	$29,910	Not Available (1)	$28,355
Heart Failure Patients	$20,267	$18,123	$20,270	$20,267
Hip/Knee Replacement Patients	Not Available (1)	$21,455	Not Available (1)	$22,530
Pneumonia Patients	$21,943	$19,318	$21,392	$21,120

Source: Centers for Medicare and Medicaid Services, Hospital Compare as of June 1, 2025
Note: (1) According to the CMS Hospital Compare website the number of cases was too small to report

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-2029		Year-2030	
	Gross Operating Revenue	**% of Total**	**Gross Operating Revenue**	**% of Total**
Medicare/Medicare Managed Care	$249,955,820.00	32.60	$286,824,303.00	32.60
TennCare/Medicaid	$167,915,106.00	21.90	$192,682,584.00	21.90
Commercial/Other Managed Care	$305,160,785.00	39.80	$350,172,003.00	39.80
Self-Pay	$32,202,897.00	4.20	$36,952,824.00	4.20
Other(Specify)	$11,501,035.00	1.50	$13,197,437.00	1.50
Total	$766,735,643.00	100%	$879,829,151.00	100%
Charity Care	$46,520,212.00		$53,381,943.00	

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

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

RESPONSE: Projected payer mix of the proposed ASTCH is assumed to be equal to that of the service area zip codes it is anticipated to serve. As a not-for-profit healthcare Ministry of Ascension, the proposed ASTCH will care for all patients regardless of insurance product or ability to pay in alignment with STH's mission and charity care policies.

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.

- [x] 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?
  - [x] Yes
  - [ ] No
- Does the applicant commit to obtaining and maintaining all applicable state licenses in good 3tanding?
  - [x] Yes

☐ No

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

  ☑ Yes

  ☐ No

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

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

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

Please Explain
RESPONSE: Wellpoint Medicaid MCO

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

- ☑ Yes
- ☐ No

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

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

  - ☐ Yes
  - ☐

☐ No
☑ N/A

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

☐ Yes
☐ No
☑ N/A

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

Has any of the following:

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

Been subject to any of the following:

- Final Order or Judgement in a state licensure action;

☐ Yes
☑ No

- Criminal fines in cases involving a Federal or State health care offense;

☐ Yes
☑ No

- Civil monetary penalties in cases involving a Federal or State health care offense;

☐ Yes
☑ No

- Administrative monetary penalties in cases involving a Federal or State health care offense;

☐ Yes
☑ No

- Agreement to pay civil or administrative monetary penalties to the federal government or any state in cases involving claims related to the provision of health care items and services;

☐ Yes
☑ No

- Suspension or termination of participation in Medicare or TennCare/Medicaid programs; and/or

☐ Yes
☑ No

- Is presently subject of/to an investigation, or party in any regulatory or criminal action of which you are aware.

☐ Yes
☑ No

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

☑ Existing FTE not applicable (Enter year)

Position Classification	Existing FTEs(enter year)	Projected FTEs Year 1
A. Direct Patient Care Positions		
Providers	0.00	18.60
RNs	0.00	60.10
Clinical Techs	0.00	28.00
Clinical Specialists/Professional	0.00	31.10
Total Direct Patient Care Positions	N/A	137.8

B. Non-Patient Care Positions		
Mgmt & Supervision	0.00	15.20
Clerical/Admin	0.00	2.10
Support Services - Environ/Food Svcs/Facilities	0.00	66.30
Non-Clinical Specialists	0.00	4.40
Total Non-Patient Care Positions	N/A	88
Total Employees *(A+B)*	0	225.8

C. Contractual Staff		
Contractual Staff Position	0.00	0.00
Total Staff *(A+B+C)*	0	225.8

DEVELOPMENT SCHEDULE

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

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

PROJECT COMPLETION FORECAST CHART

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

Phase	**Days Required**	**Anticipated Date (Month/Year)**
1. Initial HFC Decision Date		07/23/25
2. Building Construction Commenced	460	10/25/26
3. Construction 100% Complete (Approval for Occupancy)	1035	05/22/28
4. Issuance of License	1065	06/21/28
5. Issuance of Service	1095	07/21/28
6. Final Project Report Form Submitted (Form HR0055)	1185	10/19/28

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

LocaliQ
Tennessee
GANNETT

PO Box 631340 Cincinnati, OH 45263-1340

AFFIDAVIT OF PUBLICATION

Robert Suggs
Ascension Saint Thomas Health
102 Woodmont BLVD # 800
Nashville TN 37205-2221

STATE OF WISCONSIN, COUNTY OF BROWN

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

05/15/2025

and that the fees charged are legal.
Sworn to and subscribed before on 05/15/2025

Legal Clerk

Notary, State of WI, County of Brown

9/19/25

My commission expires

Publication Cost:	$322.60	
Tax Amount:	$0.00	
Payment Cost:	$322.60	
Order No:	11314010	# of Copies:
Customer No:	1512694	1
PO #:	Saint Thomas Clarksv	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

VICKY FELTY
Notary Public
State of Wisconsin

11314010

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 Ascension Saint Thomas Clarksville Hospital, a/an newly formed entity owned by Saint Thomas Clarksville Hospital, 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 Ascension Saint Thomas Clarksville Hospital which is a d/b/a of Saint Thomas Clarksville Hospital, LLC to establish an acute care hospital with 44 licensed beds. The project also seeks to initiate diagnostic and therapeutic cardiac catheterization services, magnetic resonance imaging (MRI) services, and a Level II neonatal intensive care unit (NICU). The address of the project will be an unaddressed site on Highway 76 in the northeastern quadrant of the intersection of Highway 76 and Interstate 24 across Highway 76 from Tennessee Orthopedic Alliance's office building, Clarksville, Montgomery County, Tennessee, 37043. The estimated project cost will be $148,500,000.

The anticipated date of filing the application is 06/02/2025.

The contact person for this project is Director of Strategy, Robert Suggs who may be reached at Saint Thomas Health - 102 Woodmont Blvd, Suite 800, Nashville, Tennessee, 37205 - Contact No. 865-712-9794.

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.

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

Tre Hargett
Secretary of State

TIMOTHY SHALVEY
102 WOODMONT BLVD. SUITE 800
NASHVILLE, TN 37067, USA

05/09/2025

Filing Acknowledgment

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

Entity Name:	SAINT THOMAS CLARKSVILLE HOSPITAL, LLC		
SOS Control #:	002020475	Initial Filing Date:	05/09/2025
Entity Type:	Nonprofit Limited Liability Company	Formation Locale:	TENNESSEE
Status:	Active	Duration Term:	Perpetual
Fiscal Year Close:	June	Annual Report Due:	10/01/2025
Business County:	Davidson		
Managed By:	Member Managed		
Obligated Member Entity:	No		

Document Receipt

Receipt #: 2025-343059		Filing Fee:	$300.00
Payment: Credit Card - 3898145266			$300.00

Registered Agent Address:
SAINT THOMAS CLARKSVILLE HOSPITAL, LLC
102 Woodmont Blvd Ste 800
Nashville, TN 37205

Principal Office Address:
102 Woodmont Blvd Ste 800
Nashville, TN 37205
Davidson County, USA

Congratulations on the successful filing of your Articles of Organization - Nonprofit Limited Liability Company for SAINT THOMAS CLARKSVILLE HOSPITAL, LLC in the State of Tennessee which is effective 05/09/2025. You must also file this document in the office of the Register of Deeds in the county where the entity has its principal office if such principal office is in Tennessee. Please visit the Tennessee Department of Revenue website (www.tn.gov/revenue) to determine your online tax registration requirements. If you need to obtain a Certificate of Existence for this entity, you can request, pay for, and receive it from our website.

You must file an Annual Report with this office on or before the Annual Report Due Date noted above and maintain a Registered Office and Registered Agent. Failure to do so will subject the business to Administrative Dissolution/Revocation.

Tre Hargett
Secretary of State

Tracking Number
B2025261053

Articles Of Organization

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

Control #: 002020475
Filed: 05/09/2025 11:22 AM
Tre Hargett
Secretary of State

Tre Hargett
Secretary of State

Entity Information

Entity Name: SAINT THOMAS CLARKSVILLE HOSPITAL, LLC

Entity Type: Nonprofit Limited Liability Company

Fiscal Year Ending Month: June

Additional Designation: *(No additional designation)*

Series LLC ?
☐ Yes ☑ No

Principal Office Address
102 Woodmont Blvd Ste 800
Nashville, TN 37205
Davidson County, USA

Mailing Address
102 Woodmont Blvd Ste 800
Nashville, TN 37205
Davidson County, USA

Period of Duration:
Perpetual

Will this filing have a delayed effective date?
☐ Yes ☑ No

Other Provisions:

(No other provisions)

Do you have additional uploads you would like to attach to this filing?
☐ Yes ☑ No

Registered Agent Information

SAINT THOMAS CLARKSVILLE HOSPITAL, LLC
102 Woodmont Blvd Ste 800
Nashville, TN 37205, USA

Member Information

The Limited Liability Company will be: Member Managed

Do you have six or fewer members at the date of this filing?
☑ Yes ☐ No

Number of Members at the date of filing:

Will this entity be registered as an Obligated Member Entity (OME)
☐ Yes ☑ No

Organizer's Signature

☑ By entering my name in the space provided below, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day.

☑ 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

Signed Electronically: TIMOTHY JUDE SHALVEY **Date:** 05/09/2025

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

Tre Hargett
Secretary of State

Date: 05/09/2025

Invoice: 2025-343059

Customer Information

TIMOTHY SHALVEY

SAINT THOMAS CLARKSVILLE HOSPITAL, LLC

102 WOODMONT BLVD. SUITE 800
NASHVILLE, TN 37067, USA

Tracking #	Description	Amount Paid
B2025261053	Articles of Organization - Nonprofit Limited Liability Company for SAINT THOMAS CLARKSVILLE HOSPITAL, LLC (LLC Filings)	$ 300.00

Payment Details

Fee Total:	$ 300.00
Payment Total:	$ 0.00
Amount Due:	$ 0.00

Payment Method

Payment Type: Credit Card

Check/Confirmation Number: 3898145266

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

Tre Hargett
Secretary of State

TIMOTHY SHALVEY
102 WOODMONT BLVD. SUITE 800
NASHVILLE, TN 37067, USA

Request Type:	**Certified Copies**	Issuance Date:	05/21/2025
Order #:	C2025035898	Copies Requested:	1

Document Receipt

Receipt #: 2025-367914		Filing Fee:	$20.00
Payment: Credit Card - 3898866872			$20.00

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that **SAINT THOMAS CLARKSVILLE HOSPITAL, LLC**, Control # 002020475 was formed or qualified to do business in the State of Tennessee on 05/09/2025. SAINT THOMAS CLARKSVILLE HOSPITAL, 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

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

Tre Hargett
Secretary of State

TIMOTHY SHALVEY
102 WOODMONT BLVD. SUITE 800
NASHVILLE, TN 37067, USA

05/21/2025

Request Type: Certificate of Existence/Authorization

Issuance Date: 05/21/2025

Request #: C2025035898

Document Receipt

Order Number: C2025035898		Verification #: 201475C9	
Receipt #: 2025-367914		Filing Fee:	$20.00
Payment: Credit Card - 3898866872			$20.00

Entity Name:	SAINT THOMAS CLARKSVILLE HOSPITAL, LLC		
SOS Control #:	002020475	Initial Filing Date:	05/09/2025
Entity Type:	Nonprofit Limited Liability Company	Formation Locale:	TENNESSEE
Status:	Active	Duration Term:	Perpetual
Fiscal Year Close:	June	Annual Report Due:	10/01/2025
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

SAINT THOMAS CLARKSVILLE HOSPITAL, 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.

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/

Tre Hargett
Secretary of State

TIMOTHY SHALVEY
102 WOODMONT BLVD. SUITE 800
NASHVILLE, TN 37067, USA

05/21/2025

Filing Acknowledgment

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

Entity Name:	SAINT THOMAS CLARKSVILLE HOSPITAL, LLC		
SOS Control #:	002020475	Initial Filing Date:	05/09/2025
Entity Type:	Nonprofit Limited Liability Company	Formation Locale:	TENNESSEE
Status:	Active	Duration Term:	Perpetual
Fiscal Year Close:	June	Annual Report Due:	10/01/2025
Business County:	Davidson		
Managed By:	Member Managed		
Obligated Member Entity:	No		

Document Receipt

Receipt #: 2025-367889		Filing Fee:	$20.00
Payment: Credit Card - 3898865939			$20.00

Amendment Type:	Assumed Name Registration		
Filing Date:	05/21/2025 07:55 AM	Tracking Number:	B2025272389
Assumed Name:	ASCENSION SAINT THOMAS CLARKSVILLE HOSPITAL		

This will acknowledge the filing of the attached Assumed Name Registration with an effective date as indicated above. When corresponding with this office or submitting documents for filing, please refer to the control number given above. The name registration is effective for five years from the date the original registration was filed with the Secretary of State.

Tre Hargett
Secretary of State

Event History

New Assumed Name: ASCENSION SAINT THOMAS CLARKSVILLE HOSPITAL

Tracking Number
B2025272389

Application for Registration of Assumed Name

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/businesses

Control #: 002020475
Filed: 05/21/2025 07:55 AM
Tre Hargett
Secretary of State

Assumed Name Details

Entity Name: SAINT THOMAS CLARKSVILLE HOSPITAL, LLC

Entity Type: NLLC

Managed By: Member Managed

Place of Formation: TENNESSEE

Control Number: 002020475

The entity intends to transact business in Tennessee under an assumed name.

The assumed name the entity proposes to use is:
ASCENSION SAINT THOMAS CLARKSVILLE HOSPITAL

Signature

☑ By entering my name in the space provided below, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day.

☑ Pursuant to the provisions of § 48-14-101(d) of the Tennessee Business Corporation Act or § 48-54-101(d) of the Tennessee Nonprofit Corporation Act, or Section 48-207-101(d) of the Tennessee Limited Liability Act, or Section 48-249-106(d) of the Tennessee Revised Limited Liability Act, or Section 61-1-1003 of the Tennessee Uniform Partnership Act, or Section 61-3-101 of the Limited Partnership Act of 2017, the entity hereby submits this application:

Signed Electronically: TIMOTHY JUDE SHALVEY

Date: 05/21/2025

Title: AUTHORIZED AGENT

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

Tre Hargett
Secretary of State

Date: 05/21/2025

Invoice: 2025-367889

Customer Information

TIMOTHY SHALVEY

SAINT THOMAS CLARKSVILLE HOSPITAL, LLC

102 WOODMONT BLVD. SUITE 800
NASHVILLE, TN 37067, USA

Tracking #	Description	Amount Paid
B2025272389	Assumed Name Registration for SAINT THOMAS CLARKSVILLE HOSPITAL, LLC (LLC Filings)	$ 20.00

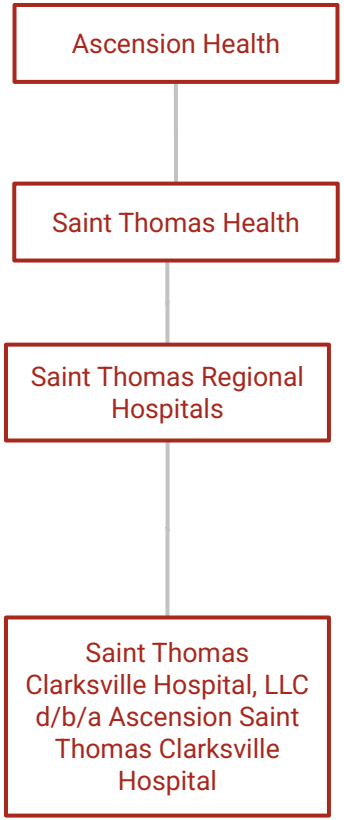
Payment Details

Fee Total:	$ 20.00
Payment Total:	$ 0.00
Amount Due:	$ 0.00

Payment Method

Payment Type: Credit Card

Check/Confirmation Number: 3898865939


Ascension Health
Saint Thomas Health
Saint Thomas Regional Hospitals
Saint Thomas Clarksville Hospital, LLC d/b/a Ascension Saint Thomas Clarksville Hospital

Attachment 8A - Management Agreement

NOT APPLICABLE

SALE AGREEMENT

THIS SALE AGREEMENT (the "Agreement") is entered into by and between SAINT THOMAS HEALTH, a Tennessee not-for-profit corporation, as buyer ("Buyer"), and A. REUTHER AND DEMETRA G. BOYD FAMILY LIMITED PARTNERSHIP ("BFLP"), a Tennessee limited partnership, and DEMETRA G. BOYD ("DGB"), an individual residing in the State of Tennessee, as seller (BFLP and DGB are collectively referred to as "Seller").

WITNESSETH:

For the Independent Consideration (hereinafter defined), the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

1. Buy/Sell.

(a) Subject to and in accordance with the terms of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the real property in Montgomery County, Tennessee containing approximately 99.65 acres and described on **Exhibit A**, attached hereto and incorporated herein by this reference, including, without limitation, all buildings, structures, fixtures and other improvements on, under or about said real property, all of Seller's interest in the land lying beneath any roads, streets, highways and rights-of-way adjoining said real property, and all development rights, utility capacity reservations, easements, interests, privileges, tenements, hereditaments, entitlements, and other rights appurtenant to said real property (collectively, the "Property").

(b) Notwithstanding anything to the contrary contained herein, Seller shall cause all liens, monetary judgments, mortgages, deeds of trust, deeds to secure debt, security deeds, collateral assignments, financing statements, security interests and related loan documents (collectively "Monetary Liens") encumbering or affecting the Property to be released and discharged at or prior to the closing and consummation of the transaction contemplated by this Agreement (the "Closing").

2. Price. The purchase price for the Property (the "Purchase Price") shall be EIGHTEEN MILLION AND NO/100 DOLLARS ($18,000,000.00). Subject to any credits and adjustments required under this Agreement, the entire Purchase Price shall be paid by Buyer to Seller in immediately available funds at Closing.

3. Earnest Money. Within five (5) business days after the Effective Date (as defined below), Buyer shall deposit the sum of ONE HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS ($180,000.00) with Fidelity National Title Insurance Company (the "Title Company"), utilizing the office of the Title Company designated by Buyer (the "Initial Deposit"). The Initial Deposit, the Extension Deposits (as defined in Section 4), if any, and all interest earned on such amounts while held by the Title Company are collectively referred to as the "Earnest Money." The Earnest Money shall be paid to Seller and credited (dollar for dollar) against the Purchase Price at the Closing or otherwise disbursed in accordance with the terms of this Agreement, which terms shall survive the termination hereof. In the event this Agreement is terminated for any reason other than Seller's default hereunder, Ten Thousand and No/100 Dollars ($10,000.00) (the "Independent Consideration") shall be deducted from the Earnest Money, shall be paid to Seller, and shall cease to be part of the Earnest Money. Seller shall not be entitled to the Independent Consideration in the event this Agreement is terminated due to Seller's default hereunder. Buyer shall pay the

fee charged by the Title Company, if any, to hold the Earnest Money, which obligation shall survive the termination of this Agreement.

4. Inspection, Approval, Rezoning and Annexation.

(a) For purposes hereof, the term "Inspection Period" means and refers to the period commencing on the Effective Date and expiring one (1) year thereafter, as the same is extended in accordance with the other terms of this Agreement or any written agreement between Seller and Buyer. Buyer is hereby granted two (2) options to extend the Inspection Period (individually, an "Extension Option" and collectively, the "Extension Options"), each of which, if exercised, will extend the Inspection Period for an additional sixty (60) days. If Buyer desires to exercise any Extension Option, it shall so notify Seller, in writing, on or before the date the Inspection Period is then set to expire. In the event Buyer exercises any Extension Option, Buyer shall promptly deposit an additional Fifty Thousand and No/100 Dollars ($50,000.00) with the Title Company following its exercise of such Extension Option (all additional amounts deposited with the Title Company as a result of Buyer's exercise of the Extension Options are collectively referred to as the "Extension Deposits"). The Extension Deposits shall be part of the Earnest Money, shall be credited against the Purchase Price at Closing, shall be non-refundable, and shall be paid to Seller upon the termination of this Agreement, except the entire Earnest Money shall be refunded to Buyer upon the termination of this Agreement due to Seller's default or as otherwise expressly provided herein.

(b) Prior to the Closing or the termination of this Agreement, as applicable, Buyer and its agents, employees, contractors and representatives shall have the right to enter upon and inspect the Property, including, without limitation, the right to perform surveys, geotechnical reviews, soil borings, environmental assessments (including, but not limited to, Phase I and Phase II environmental site assessments), and other similar activities. Within five (5) business days after the Effective Date, Seller shall furnish Buyer with a copy of all materials related to the physical condition of the Property, title to the Property, and the environmental condition of the Property in Seller's possession or control (collectively, the "Submission Items"). Except to the extent Seller discloses otherwise, in writing, at the time it delivers the Submission Items to Buyer, Seller represents and warrants to Buyer that, to Seller's knowledge, the Submission Items are true, accurate and complete in all material respects. Seller shall promptly furnish Buyer with any other information related to the Property that Buyer may request, in writing, if the same is within Seller's possession or control. If Buyer determines that the Property is not suitable for Buyer's purposes or that Buyer does not want to proceed with its purchase of the Property for any reason or no reason, in its sole and absolute discretion, then Buyer may terminate this Agreement by sending written notice to Seller on or before the first (1st) business day after the expiration of the Inspection Period (as extended). Upon the termination of this Agreement pursuant to this Section 4(b), (i) the Earnest Money shall be immediately refunded to Buyer, except if Buyer has exercised any of the Extension Options and this Agreement is terminated pursuant to this Section 4(b), then Seller shall receive the Extension Deposits paid by Buyer in connection with the exercise of such Extension Options and the remainder of the Earnest Money shall be refunded to Buyer, and (ii) neither party shall have any further obligations or liabilities under this Agreement, except obligations and liabilities that expressly survive the termination hereof. Unless this Agreement is terminated pursuant to this Section 4, all of the Earnest Money shall be non-refundable following the expiration of the Inspection Period (as extended), except the Earnest Money shall be refunded to Buyer following the termination of this Agreement due to Seller's default hereunder or as otherwise expressly provided herein.

(c) As part of its inspection of the Property, Buyer may obtain (i) a commitment for an ALTA Owner's Policy of Title Insurance showing the status of title to the Property (the "Title Commitment") from the Title Company, and (ii) a survey of the Property (the "Survey"). If Buyer has any objections to the

status of title to the Property or the matters set forth on the Title Commitment or the Survey (collectively, "Title & Survey Objections"), Buyer may notify Seller of the Title & Survey Objections, in writing, within one hundred twenty (120) days after the Effective Date. If Seller fails to cure any of the Title & Survey Objections to Buyer's satisfaction, as determined by Buyer, in its sole and absolute discretion, by the expiration of the Inspection Period, then Buyer may terminate this Agreement by giving written notice to Seller within five (5) business days after the date the Inspection Period (as extended) expires. Seller shall endeavor, in good faith and with reasonable diligence, to resolve the Title & Survey Objections in a manner acceptable to Buyer; provided, Seller shall not be required to incur any additional obligations or liabilities in connection therewith. Notwithstanding anything to the contrary, Seller shall satisfy all of the requirements set forth in Schedule B, Section I of the Title Commitment prior to Closing, except requirements that Buyer is expressly responsible for under this Agreement. In the event Seller fails to release and discharge any Monetary Lien by Closing, Buyer may, in addition to any of the other remedies available under this Agreement, at law or in equity, cause such Monetary Lien to be released and offset the cost against the Purchase Price. For purposes hereof, (i) the term "Permitted Exceptions" means the recorded agreements encumbering title to the Property set forth in the original version of the Title Commitment that do not violate the terms of this Agreement, excluding Monetary Liens, matters deleted from any subsequent version of the Title Commitment, and matters that do not affect the Property as of Closing, and (ii) the term "Title Policy" means an ALTA Owner's Extended Coverage Policy of Title Insurance issued to Buyer based on the Title Commitment that insures good and marketable fee simple absolute title to the Property is vested in Buyer subject only to the Permitted Exceptions, insures Buyer's right to use all easements appurtenant to the Property, is in the amount of the Purchase Price or such higher amount as is reasonably required by Buyer, contains no exceptions other than the Permitted Exceptions, and has such endorsements as Buyer may reasonably require. In no event shall the Permitted Exceptions include any of the standard exceptions set forth in the Title Commitment or any matter deleted from the Title Commitment. Seller acknowledges that Buyer has not reviewed the matters set forth in the Title Commitment, and the definition of the Permitted Exceptions shall not limit Buyer's right to object thereto. In addition, nothing contained in this section shall limit the remedies available to Buyer as a result of any default by Seller under this Agreement. Upon the termination of this Agreement pursuant to this Section 4(c), (i) the Earnest Money shall be immediately refunded to Buyer, except if Buyer has exercised any of the Extension Options and this Agreement is terminated pursuant to this Section 4(c), then Seller shall receive the Extension Deposits paid by Buyer in connection with the exercise of such Extension Options and the remainder of the Earnest Money shall be refunded to Buyer, and (ii) neither party shall have any further obligations or liabilities under this Agreement, except obligations and liabilities that expressly survive the termination hereof.

(d) Buyer shall have the right to: (i) rezone the Property, or any portion thereof, prior to Closing in such manner, to such classification, and on such terms as Buyer deems appropriate, in its sole and absolute discretion, to allow all of the Property to be used for a hospital, medical offices, medical uses and other commercial activities (such rezoning being referred to as the "Rezoning"); and (ii) cause all or a portion of the Property to be annexed by the City of Clarksville, Tennessee (the "City") on such terms as Buyer deems appropriate, in its sole and absolute discretion (such annexation being referred to as the "Annexation"). Seller shall cooperate, assist, support and join in any Rezoning and any Annexation to the extent requested by Buyer, including, without limitation, attending any meetings and hearings related thereto; provided, Seller shall not be required to incur any additional costs in connection with Buyer's efforts to complete the Rezoning or Annexation. Seller shall not take any action that is adverse to the Rezoning or the Annexation. Seller agrees to execute all applications, consents, authorizations and other documentation required to allow the Rezoning or Annexation or otherwise reasonably requested by Buyer in connection with the Rezoning or the Annexation, within three (3) business days after Buyer submits the same to Seller. Seller shall furnish Buyer with any correspondence, information or other materials related to the Rezoning and the Annexation within three (3) business days after Seller's receipt thereof. If Buyer applies for the Rezoning on or before the date that is two

hundred ten (210) days after the Effective Date (the "Entitlement Application Deadline") and the same has not been finally and unappealably approved by all applicable governmental authorities and fully completed or finally denied by such governmental authorities by the date the Inspection Period is scheduled to expire, then Buyer may extend the Inspection Period until ten (10) business days after the Rezoning is finally and unappealably approved and fully completed or is finally denied. If Buyer applies for the Annexation on or before the Entitlement Application Deadline and the same has not been finally and unappealably approved by all applicable governmental authorities and fully completed or finally denied by such governmental authorities by the date the Inspection Period is scheduled to expire, then Buyer may extend the Inspection Period until ten (10) business days after the Annexation is finally and unappealably approved and fully completed or is finally denied. Buyer's rights to extend the Inspection Period under this section are in addition to any rights it has to extend the Inspection Period under the other provisions of this Agreement. In the event the Rezoning or the Annexation has not been finally and unappealably approved and fully completed, on terms and conditions acceptable to Buyer in its sole and absolute discretion, by the expiration of the Inspection Period (as extended), Buyer may terminate this Agreement by giving written notice to Seller within five (5) business days after the expiration of the Inspection Period. Upon the termination of this Agreement pursuant to this Section 4(d), (i) the Earnest Money shall be immediately refunded to Buyer, and (ii) neither party shall have any further obligations or liabilities under this Agreement, except obligations and liabilities that expressly survive the termination hereof.

(e) In the event Buyer does not purchase the Property, Buyer shall promptly repair any damage to the Property resulting from Buyer's exercise of its rights under this Section 4. In addition, Buyer shall indemnify, defend and hold harmless Seller from and against all third party claims and associated liabilities directly resulting from Buyer's activities on the Property between the Effective Date and the Closing or the termination of this Agreement, except to the extent the same are (i) caused by BFLP, DGB or any of their respective agents, employees, contractors, tenants, or invitees or (ii) due to or the result of any matter or condition affecting the Property, or any portion thereof, not directly caused by Buyer, including, without limitation, any existing condition. Buyer shall not be responsible or liable for any defects, deficiencies or other matters revealed by its due diligence, inspections, surveys, geotechnical reviews, soil borings and other assessments related to the Property, including, without limitation, any Hazardous Substances (as defined in Section 18) discovered thereby. The provisions of this Section 4(e) shall survive the termination of this Agreement.

5. Representations. As of the Effective Date and the Closing, Seller represents and warrants to Buyer that: (i) Seller is the owner of good and marketable fee simple absolute title to the Property, and there are no other individuals or entities that have an ownership interest, marital or spousal rights, homestead rights, rights of dower or courtesy, or a life estate with respect thereto; (ii) Seller has full power and authority to enter in this Agreement and to perform all of its obligations hereunder; (iii) Seller is not bankrupt, insolvent or unable to pay its debts when due, the sale of the Property does not constitute a "short sale," and neither this Agreement nor the sale of the Property as contemplated in this Agreement requires the approval of any lien holder (the term "short sale" as used herein shall mean the sale of the Property for less than the indebtedness encumbering the Property); (iv) there are no lawsuits, governmental actions, zoning changes or condemnation proceedings pending or, to Seller's knowledge, threatened that affect the Property; (v) there are no leases, licenses, or other agreements granting anyone the right to occupy the Property, or any portion thereof, and Seller has exclusive possession of the Property, free and clear of all tenants and occupants; (vi) there are no crops or other products of the soil being planted, cultivated or produced on the Property, except for pumpkins being cultivated by Seller on approximately twelve (12) acres of the Property (the "Existing Pumpkin Patch"); (vii) Seller is not a party to any contracts or agreements related to the Property, except this Agreement; (viii) to Seller's knowledge, there are not, and have not been, any Hazardous Substances located on, under or about the

Property or released from the Property in violation of any applicable governmental laws, statutes, codes, ordinances, regulations, rules, orders or decrees (collectively, "Applicable Law") or in quantities that require or may require investigation, monitoring, removal, remediation, clean-up or abatement under Applicable Law; (ix) no underground storage tanks used to hold Hazardous Substances are or have been located on the Property; (x) except for this Agreement, there are no purchase contracts, purchase options, rights of first refusal, rights of first negotiation, or other agreements pursuant to which Seller is or may be required to sell, transfer or convey any portion of the Property or any interest therein; (xi) to Seller's knowledge, there are no wetlands or protected flora or fauna on or about the Property; (xii) to Seller's knowledge, there are no sinkholes on the Property other than the sinkholes located in the areas generally depicted on **Exhibit B**; (xiii) to Seller's knowledge, no portion of the Property has been used as a dump or landfill and there is no buried debris on the Property; and (xiv) to Seller's knowledge, there are no subsurface conditions at the Property that will or may have a material adverse effect on Buyer's use and development of the Property.

6. Operation. Prior to the Closing, (i) Seller shall perform all maintenance, repairs, and replacements necessary to keep the Property in its existing condition as of the Effective Date, provided, such obligation shall not apply to damage caused by fire, casualty or a taking by eminent domain (all of which are governed by Section 11), (ii) Seller shall not make or permit any changes to the Property, except for maintenance, repairs and replacements, and (iii) Seller shall not enter into any covenants, conditions, restrictions, easements, leases or other agreements encumbering the Property, including, without limitation, any agreements for the planting, cultivation or production or any crops or products of the soil. Seller agrees, upon request, to cooperate, assist and join in Buyer's investigations of the Property and its efforts to obtain all permits, licenses, variances, special exceptions, conditional use permits and other consents that Buyer deems necessary or desirable for its use or development of the Property (collectively, the "Buyer Permits"). If there are any unharvested pumpkins in the Existing Pumpkin Patch at the time of Closing, Seller shall convey good and merchantable title to such pumpkins to Buyer at Closing, free and clear of all liens and encumbrances. In addition, at Closing, Seller shall waive and release any lien pertaining to such pumpkins under T.C.A. Sec. 66-12-113 or other Applicable Law.

7. Closing Conditions. Buyer may, at its option, terminate this Agreement, by giving written notice to Seller, if any of the following conditions (collectively, the "Closing Conditions") is not satisfied at the time the Closing is scheduled to occur: (i) all of Seller's representations and warranties set forth in this Agreement being true, accurate and complete, and Seller not having defaulted under or breached any of the terms, covenants, conditions, representations, warranties or other provisions of this Agreement, including, but not limited to, any exhibit or addendum attached hereto; (ii) Buyer having received the Title Policy or a revised copy of the Title Commitment that has been downdated to Closing, contains no new exceptions or exclusions, and unconditionally commits to issue the Title Policy to Buyer; and (iii) no adverse change having occurred in the condition of or otherwise affecting the Property (including, but not limited to, any change in its environmental condition, physical condition or title) after the Effective Date, and no lawsuit, governmental action, zoning change or condemnation proceeding that has or may have an adverse effect on the Property, Buyer's proposed use or development of the Property, or access to the Property having been instituted or threatened. In the event any of the Closing Conditions is not satisfied at the time the Closing is scheduled to occur (as extended) due to any default by Seller hereunder, Buyer may, in addition to its other rights and remedies under this Agreement, postpone the Closing until ten (10) business days after such default is cured. In addition, in the event any of the Closing Conditions is unsatisfied at the time the Closing is scheduled to occur (as extended) due to any reason other than Seller's default hereunder, Buyer may postpone the Closing for up to thirty (30) days. The provisions of this Section 7 shall continue to apply following any extension of the Closing pursuant hereto. Nothing herein shall limit the remedies available to Buyer as a result of Seller's

default under or breach of this Agreement or require Buyer to terminate this Agreement. In the event Buyer terminates this Agreement pursuant to this section, the Earnest Money shall be immediately refunded to Buyer.

8. Closing.

(a) Subject to the other provisions of this Agreement, the Closing shall occur on the date that is thirty (30) days after the expiration of the Inspection Period (as extended). Buyer may schedule the Closing for any earlier date; provided Buyer shall give Seller at least five (5) days advance written notice thereof. Unless Buyer and Seller agree otherwise, in writing, neither party shall be required to physically attend the Closing and the Closing shall be conducted using an escrow, through the office of the Title Company designated by Buyer, with (i) Seller delivering the documents to be executed and/or delivered by Seller under Section 8(b) and the other terms hereof (collectively, the "Seller Closing Documents") to the Title Company, in escrow, at least one (1) day prior to the date the Closing is scheduled to occur, and (ii) Buyer delivering an amount sufficient to pay the Purchase Price (less the amount of the Earnest Money) and other amounts payable by Buyer under this Agreement at Closing (collectively, the "Closing Proceeds") and any documents to be executed by Buyer under Section 8(b) and the other terms hereof (collectively, the "Buyer Closing Documents") to Title Company, in escrow, on the date the Closing is scheduled to occur. Until the Closing takes place, Seller will retain dominion and control over the Seller Closing Documents and Buyer will retain dominion and control over the Closing Proceeds and the Buyer Closing Documents. At Closing, Seller shall cause the Title Company to deliver the Seller Closing Documents to Buyer and Buyer will cause the Title Company to deliver the Purchase Price, subject to any credits and adjustment expressly provided for herein, to Seller.

(b) At Closing, Seller shall deliver the following items to Buyer, properly executed by Seller, properly notarized where applicable, and in form and substance reasonably acceptable to Buyer: (i) a general warranty deed (the "Deed") conveying good and marketable fee simple absolute title to the Property to Buyer, subject only to the Permitted Exceptions; (ii) an owner's affidavit sufficient to delete the standard exceptions from the Title Commitment and the Title Policy (including, without limitation, the "gap" exception, the mechanics' and materialmen's liens exception, the rights of parties in possession exception, any exception for taxes other than real property taxes for the year of Closing and subsequent years not yet due and payable, the exception for unrecorded matters, and, if Buyer has obtained an adequate Survey, the survey exception), and all other documents, certificates and indemnity agreements that the Title Company requires to issue the Title Policy, including, without limitation, resolutions, consents and other authority documents; (iii) a certificate and affidavit of non-foreign status (a "FIRPTA Affidavit"), pursuant to which Seller certifies that it is not (A) a "foreign person" as such term is defined in Section 1445 of the Internal Revenue Code and the regulations thereunder, or (B) a "disregarded entity" as such term is defined in Section 1.1445-2(b)(2)(iii) of the Code of Federal Regulations; (iv) a closing statement executed by Seller that sets forth all amounts to be paid by Seller or Buyer, at Closing, under the terms of this Agreement, including, without limitation, all amounts to be prorated between the parties under the terms hereof; (v) a 1099-S with respect to the sale of the Property; and (vi) all other documents required under the other terms of this Agreement or reasonably requested by Buyer to carry out the transaction contemplated by this Agreement. If there are any differences between the description of the Property set forth on the Survey and the description of the Property set forth in the deed conveying the Property to Seller, then, upon Buyer's request, Seller shall execute and deliver to Buyer, at Closing, a quitclaim deed sufficient to address such differences in a manner reasonably acceptable to Buyer.

(c) Seller shall remove all personal property (collectively, the "Personal Property"), and Seller may remove doors, wood trim, lighting, appliances and fixtures from the Property (collectively, the

"Permitted Removal Property"), all in accordance with this section. Seller shall complete the removal of the Personal Property and, to the extent desired by Seller, the Permitted Removal Property prior to Closing, except Seller shall complete the removal of the Personal Property and, to the extent desired by Seller, any Permitted Removal Property at the Residence (hereinafter defined in Section 21) prior to the expiration or earlier termination of the Post-Closing Occupancy Agreement (hereinafter defined in Section 21). Seller shall deliver exclusive possession of the Property to Buyer in a broom clean condition, free of trash and other debris, immediately upon the Closing, except for the Residence. Any Personal Property or Permitted Removal Property remaining on any portion the Property after it is required to be removed under this section shall be deemed abandoned and Buyer may, in addition to any other remedies available under this Agreement, at law or in equity, dispose of same in any manner it sees fit and retain all amounts received therefrom. Seller shall comply with all applicable laws in connection with its removal of the Personal Property and any Permitted Removal Property, and Seller shall complete the removal of the same in a manner that does not result in any dangerous or unsafe conditions. Seller shall properly disconnect the Personal Property and any Permitted Removal Property removed by Seller from all utility lines in a manner that does not result in leaks or unsafe conditions. Without limiting the generality of the foregoing, Seller shall properly cap off any water, sewer or electric lines that were connected to the Personal Property and any Permitted Removal Property removed by Seller so there are no open pipes or exposed wires.

9. Closing Costs & Prorations.

(a) At Closing, (i) Seller shall pay all transfer taxes, documentary stamps and recording costs due in connection with the conveyance of the Property to Buyer or the recording of the Deed or any of the other Seller Closing Documents, and (ii) Buyer shall pay the cost of the Title Commitment and the premium for the Title Policy. Each of the parties shall pay the attorneys' fees that it incurs in connection with the transaction contemplated by this Agreement. In addition, at Closing, Seller and Buyer shall each pay one-half (1/2) of the fees charged by the Title Company to conduct and coordinate the Closing, including, without limitation, escrow fees, settlement and disbursements charges, document preparation fees, and charges for coordinating the recording of any documents.

(b) Seller shall pay, at or prior to Closing, all real property taxes and assessments (public and private, general and special) levied or assessed against the Property (collectively, "Property Taxes") that are attributable to periods prior to Closing, with Property Taxes for the year in which the Closing takes place being prorated between Seller and Buyer as of the date of the Closing and paid at Closing; provided, if any such Property Taxes cannot be paid at the time of the Closing, Buyer shall receive a credit against the Purchase Price, at Closing, equal to the portion of such Property Taxes to be paid by Seller hereunder and Buyer shall thereafter be responsible for paying such Property Taxes prior to delinquency.

(c) If any "rollback" or other similar taxes are or may become due with respect to the Property that are allocable to periods prior to Closing, whether resulting from a change in the classification of the Property after Closing or otherwise, including without limitation, as a result of the Property, or any portion thereof, having been classified as agricultural land, open space, recreational, park or scenic land, timber land or another classification that defers the real property taxes owed with respect thereto pursuant to T.C.A. 67-5-1001 et. seq. prior to Closing (collectively, "Seller Rollback Taxes"), then (i) Buyer shall pay the first Thirty-Five Thousand and No/100 Dollars ($35,000.00) of the Seller Rollback Taxes, and (ii) Seller shall pay any portion of the Seller Rollback Taxes in excess of Thirty-Five Thousand and No/100 Dollars ($35,000.00). In the event the amount or estimated amount of the Seller Rollback Taxes exceeds or may exceed Thirty-Five Thousand and No/100 Dollars ($35,000.00) and the same are not paid at Closing, Buyer shall receive a credit against the Purchase Price equal to the portion of the Seller Rollback Taxes that are Seller's responsibility

under subparagraph (ii) above and Buyer shall thereafter be responsible for paying such amount to the appropriate taxing authority prior to delinquency.

(d) Seller shall pay, when due, all charges for utilities furnished to the Property prior to the Closing. Buyer shall be responsible for arranging for the continuation of such utilities to the Property, other than the Residence, after Closing. Seller shall cooperate and assist with Buyer's efforts to transfer all utilities, other than those furnished to the Residence, into accounts in Buyer's name at Closing or as soon thereafter is reasonably possible to the extent requested by Buyer.

(e) If any amount to be paid by Seller or Buyer under this section is not known with certainly at the time of the Closing, Seller's share of such amount shall be estimated, based on, at Buyer's option, either the best available information or the most recent bills for the same, with adjustment between the parties promptly after such amount is finally determined.

10. Remedies.

(a) If Buyer defaults under this Agreement prior to Closing and Buyer does not cure such default within ten (10) business days after it is notified of the same by Seller, in writing, then Seller may, as its sole and exclusive remedy, terminate this Agreement and receive the Earnest Money as full and agreed upon liquidated damages; provided, nothing herein shall limit Seller's remedies on account of any default by Buyer under Section 4(e) or Section 16. Buyer and Seller agree that said liquidated damages are reasonable given the circumstances now existing, including, but not limited to, the range of harm to Seller that is reasonably foreseeable and the anticipation that proof of Seller's actual damages would be costly, impractical and inconvenient. SELLER ACKNOWLEDGES THAT: (i) IT HAS READ THIS SECTION AND UNDERSTANDS THE SAME; AND (ii) IT SPECIFICALLY WAIVES AND RELINQUISHES ALL OTHER REMEDIES WHICH IT MAY BE ENTITLED TO PURSUE AT LAW OR IN EQUITY ON ACCOUNT OF BUYER'S FAILURE TO PURCHASE THE PROPERTY IN BREACH OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, SPECIFIC PERFORMANCE.

(b) If Seller defaults under this Agreement by failing to convey the Property to Buyer in accordance with the terms hereof and Seller does not cure such default within ten (10) business days after it is notified of the same by Buyer, in writing, then Buyer may, as its sole and exclusive remedy, either: (i) obtain specific performance of this Agreement and recover any damages it suffers as a result of such breach from Seller; or (ii) terminate this Agreement, recover any damages it suffers as a result of such breach from Seller, and receive a refund of the Earnest Money.

(c) Except as otherwise provided herein (including, without limitation, Sections 10(a) and 10(b)), if Seller or Buyer defaults under this Agreement and does not cure such default within thirty (30) days after it is notified of the same by the non-breaching party, in writing, then the non-breaching party shall have the right to obtain any remedy available at law or in equity, including, but not limited to, the right to recover its damages.

(d) The provisions of this section shall survive the termination of this Agreement.

11. Casualty & Condemnation. Prior to the Closing, Seller shall bear the entire risk of loss with respect to the Property and Seller shall maintain its existing property insurance covering the Property (the "Property Insurance"). If the Property is damaged by fire or casualty (a "Casualty") prior to the Closing or there is pending or threatened taking of any portion of the Property by condemnation or eminent domain prior

to the Closing (a "Taking"), then Buyer may terminate this Agreement by giving written notice to Seller, in which case the entire Earnest Money shall be immediately refunded to Buyer. In the event the Property is damaged by a Casualty prior to Closing or there is a Taking prior to the Closing and this Agreement is not terminated, Seller shall transfer all insurance proceeds (plus an amount equal to the deductible thereunder) and condemnation awards paid or payable as a result of such damage or Taking to Buyer at Closing; provided if such transfer would impair recovery of any such amounts, the Purchase Price shall be reduced by and Seller shall retain such amounts. Seller shall not reach a settlement or agreement related to any Casualty or Taking, unless Buyer consents to the settlement or agreement, in writing. Seller shall promptly furnish Buyer with all information related to any Casualty or Taking pertaining the Property in Seller's possession or control, including, without limitation, all information related to the insurance proceeds or condemnation awards payable in connection therewith.

12. Notices. All notices, consents, approvals, deliveries and other communications (collectively, "Notices") that may be or are required to be given by either Seller or Buyer under this Agreement shall be properly made only if in writing and sent by hand delivery, U.S. Certified Mail, Return Receipt Requested, email transmission, or nationally recognized overnight delivery service (such as, without limitation, Federal Express or UPS), with all delivery charges paid by the sender and addressed to the Buyer or Seller, as applicable, as follows:

If to Buyer:	Saint Thomas Health 102 Woodmont Boulevard, Suite 800 Nashville, Tennessee 37205 Attn: Robyn Morrissey
with copy to:	Saint Thomas Health 102 Woodmont Boulevard, Suite 800 Nashville, Tennessee 37205 Attn: Matt Jagger
with copy to:	Bradley Arant Boult Cummings LLP 1221 Broadway, Suite 2400 Nashville, Tennessee 37203 Attn: David Rutter
If to Seller:	Demetra G. Boyd and A. Reuther and Demetra G. Boyd Family Limited Partnership 1425 Hwy 76 Clarksville, Tennessee 37043
with copy to:	Batson Nolan PLC 2678 Townsend Ct., Suite A Clarksville, Tennessee 37043 Attn: Matthew J. Ellis

Either party may change its address for Notices by giving written notice to the other party in accordance with this section. Notices shall be deemed received: (i) if delivered by hand, on the date of delivery, (ii) if sent by U.S. Mail or overnight delivery service, on the date the same is deposited with the

applicable carrier, and (iii) if sent by email, on the date of transmission, provided, if the recipient does not confirm receipt of a Notice sent by email, then a copy of such Notice must also be sent by one of the other means specified in this section within three (3) business days thereafter. In the event any party refuses to accept the delivery of any Notice, such Notice shall be deemed delivered and received as of the date of such refusal.

13. No Merger, Survival and Construction. All of the representations, warranties, covenants and other terms set forth in this Agreement shall survive the Closing and the delivery of the Deed (and shall not merge therewith). Each of the parties hereto has agreed to the particular language of this Agreement, and any question regarding the meaning of this Agreement shall not be resolved by any rule providing for construction against the party who caused the uncertainty to exist or the draftsman. For purposes of this Agreement, (i) the terms "hereof", "hereunder" and similar expressions refer to this Agreement as a whole and not to any particular article, section or paragraph contained herein, (ii) the terms "breach" and "default" are used interchangeably herein, (iii) any pronoun shall include the masculine, feminine and neuter forms, (iv) all references to sections, subsections and paragraphs refer to the sections, subsections and paragraphs of this Agreement, unless otherwise indicated, (v) the words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation," and (vi) "business days" are Monday through Friday, excluding any holidays on which national banking associations are authorized or required to be closed in the area where the Property is located.

14. Title Company. At Buyer's option, the Title Company may act through its designated agent for purposes of satisfying any of its obligations under this Agreement, including, without limitation, issuing the Title Commitment, holding the Earnest Money and/or conducting the Closing.

15. OFAC & SDN List. As of the Effective Date and the Closing, Seller and Buyer each represents and warrants to the other that it is not a person or entity with whom U.S. persons are prohibited from doing business with under the regulations of the Office of Foreign Assets Control ("OFAC") of the U.S. Department of Treasury (e.g. OFAC's Specially Designated and Blocked Persons list), Executive Order 13224, or the USA Patriot Act.

16. Brokers. Buyer and Seller each represents and warrants to the other, as of the Effective Date and the Closing, that it has not dealt with any broker, brokerage firm, listing agent or finder (each, a "Broker") in connection with the transaction contemplated in this Agreement (the "Transaction"). Buyer shall indemnify, defend and hold harmless Seller from and against all claims, lawsuits, actions, costs, damages, liabilities and expenses (including, but not limited to, reasonable attorneys' fees, litigation expenses and court costs) arising out of any claim for a commission, fee or other compensation made by a Broker with whom it has dealt in connection with the Transaction. Seller shall indemnify, defend and hold harmless Buyer from and against all claims, lawsuits, actions, costs, damages, liabilities and expenses (including, but not limited to, reasonable attorneys' fees, litigation expenses and court costs) arising out of any claim for a commission, fee or other compensation made by a Broker with whom it has dealt in connection with the Transaction. The provisions of this section shall survive the termination of this Agreement.

17. Miscellaneous. This Agreement constitutes the entire agreement and understanding of Buyer and Seller with respect to the subject matter hereof and supersedes all prior agreements, understandings, letters, negotiations and discussions, whether oral or written, and this Agreement may be amended only by a written instrument executed by Buyer and Seller. If Seller or Buyer is comprised of more than one (1) person or entity, then all of the persons and entities comprising Seller or Buyer, as applicable, shall be jointly and severally liable hereunder. In the event any provision of this Agreement shall be prohibited by or invalidated

under applicable law, the remaining provisions of this Agreement shall remain fully effective. No waiver of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by the party charged therewith. No delay or omission in the exercise of any remedy accruing upon the breach of this Agreement shall impair such remedy or be construed as a waiver of such breach. The waiver by Seller or Buyer of any breach shall not be deemed a waiver of any other breach of the same or any other provision hereof. Buyer may freely assign this Agreement, without the consent of Seller. The captions and headings contained herein are for convenience and reference only, and they shall not be deemed to define, modify or add to the meaning of any provision of this Agreement. If any date specified in this Agreement for the performance of an obligation, the giving of a notice, or the expiration of a time period falls on a Saturday, Sunday, or bank holiday, then this Agreement shall be automatically revised so that such date falls on the next occurring business day. FOR PURPOSES OF THIS AGREEMENT, TIME SHALL BE CONSIDERED OF THE ESSENCE. This Agreement shall be governed by and construed under the laws of the State of Tennessee. If any legal proceeding is commenced to enforce the terms of this Agreement or to interpret the provisions contained herein, the prevailing party shall be entitled to recover its reasonable attorneys' fees, court costs and litigation expenses from the non-prevailing party. Seller and Buyer agree that, unless and until the transaction contemplated herein is closed, the terms of this Agreement will be kept strictly confidential by Seller, except Seller may disclose the terms of this Agreement to the extent required to comply with applicable laws. In addition, prior to Closing, Seller shall not disclose Buyer's identity, the identity of Buyer's affiliates, Buyer's interest in acquiring the Property, any of Buyer's plans pertaining to the Property, or Buyer's proposed use of the Property. This Agreement may be executed in any number of identical counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken together as one and the same instrument, with the same effect as if all parties hereto had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages. Any signatures of this Agreement delivered via facsimile shall be deemed originals signatures. Electronic signatures shall be valid and sufficient to bind any party to this Agreement. Signatures to this Agreement transmitted by facsimile, email or other electronic transmission (for example, through the use of a Portable Document Format or "PDF" file) shall be valid and effective to bind the party so signing. The exchange of copies of this Agreement and of signature pages by electronic mail or other means of electronic transmission (including, without limitation, pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) will constitute effective execution and delivery of this Agreement as to the parties. Signatures of the parties transmitted by electronic mail or other means of electronic transmission (including, without limitation, pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) will be deemed to be their original signatures for all purposes. If Buyer has not received a copy of this Agreement signed by Seller within two (2) business days after the date Buyer executes this Agreement, as set forth on its signature block below, then Buyer may (but shall not be obligated to): (i) deem this Agreement to be null and void, in which case the Earnest Money shall be refunded to Buyer to the extent the same has been previously deposited; or (ii) postpone depositing the Earnest Money with Title Company until five (5) business days after Buyer receives a copy of this Agreement executed by Seller, and extend the Inspection Period by the number of days between the date Buyer signed this Agreement, as set forth on its signature block below, and the date Buyer receives a copy of this Agreement signed by Seller. The provisions of this section shall survive the termination of this Agreement.

18. Definition of Hazardous Substances. As used in this Agreement, the term "Hazardous Substances" shall mean all hazardous or toxic substances, materials, wastes, pollutants and contaminants that are listed, defined, or regulated under any applicable governmental laws, rules, regulations, codes, ordinances, orders and directives pertaining or related to health, safety or the environment ("Applicable Environmental

Laws"), including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C.A. §§ 9601 to 9675), the Hazardous Materials Transportation Authorization Act of 1994 (49 U.S.C.A. § 5101 et seq.), the Resource Conservation and Recovery Act (42 U.S.C.A. §§ 6921 to 6939e), the Federal Water Pollution Control Act (33 U.S.C.A. §§ 1251 to 1387), the Clean Air Act (42 U.S.C.A. §§ 7401 to 7671q), the Emergency Planning and Community Right to Know Act (42 U.S.C.A. §§ 11001 to 11050), the Toxic Substances Control Act (15 U.S.C.A. §§ 2601 to 2692), the Solid Waste Disposal Act (42 U.S.C.A. §§ 6901 to 6992k), the Oil Pollution Act (33 U.S.C.A. §§ 2701 to 2761) and all rules and regulations promulgated pursuant thereto. Without limiting the generality of the foregoing, "Hazardous Substances" shall specifically include polychlorinated biphenyl, asbestos (friable and non-friable), radon, urea formaldehyde, gasoline, diesel, oil, petroleum products and their respective constituents, by-products and residue.

19. Effective Date. For purposes hereof, the "Effective Date" shall be the date the last of Seller or Buyer executes this Agreement, as shown on the signature page.

20. Escrow Instructions. In the event this Agreement is terminated in accordance with the provisions hereof, Buyer and Seller shall promptly deliver a letter of instruction to the Title Company directing the disbursement of the Earnest Money to the party entitled to the Earnest Money under the terms of this Agreement. In the event either party hereto fails or refuses to sign and deliver such an instruction letter when the other party is entitled to a disbursement of the Earnest Money, then the party so failing or refusing to sign and deliver such letter shall pay all reasonable attorneys' fees and court costs incurred by the party entitled to the Earnest Money in connection with its effort to recover the same. The provisions of this section shall survive the termination of this Agreement.

21. Post-Closing Occupancy. DGB currently resides on the portion of the Property identified as the "DGB Residence" on **Exhibit B** (the "Residence"). At Closing, Buyer and Seller shall enter into an agreement (the "Post-Closing Occupancy Agreement") allowing for DGB to occupy the Residence for a period of one (1) year after Closing (the "Post-Closing Occupancy Period"). The Post-Closing Occupancy Agreement shall provide that, during the Post-Closing Occupancy Period: (i) Seller may remove any fixtures from the existing structures at the Residence, including but not limited to doors, trim, wood, etc., in accordance with Section 8(c); (ii) Seller is not required to pay any rent to Buyer for the Residence; (iii) Seller will pay for all utilities, obtain reasonable insurance, and make all necessary repairs, maintenance and replacements with respect to the Residence; (iv) Seller occupies the Residence at its risk, and Buyer does not and will not have any obligations or liabilities in connection therewith; and (v) Buyer and its designees may perform construction activities on the portions of the Property outside the Residence. Buyer shall furnish Seller with a draft of the Post-Closing Occupancy Agreement within ten (10) days of the Effective Date. Seller shall notify Buyer, in writing, of Seller's comments to any version of the Post-Closing Occupancy Agreement within ten (10) days after its receipt thereof; provided, Seller shall not unreasonably withhold its approval of, or unreasonably comment on, any version of the Post-Closing Occupancy Agreement. If Seller fails to notify Buyer, in writing, of its comments to any version of the Post-Closing Occupancy Agreement within ten (10) days after its receipt thereof, then Seller shall be deemed to have approved such version of the Post-Closing Occupancy Agreement. Once the form of the Post-Closing Occupancy Agreement is approved or deemed approved by Seller and Buyer, the parties shall execute a written amendment attaching the same as an exhibit to this Agreement.

22. Farming Lease. Seller has crops planted on the Property as of the Effective Date. Seller shall retain farming rights with respect to such crops on the Property until December 31, 2025, in accordance herewith. During the year 2026, Seller may continue to plant crops on the portions of the Property other than

the Residence, of the type planted thereon as of the Effective Date, until Buyer gives a 30-day notice (a "Farming Termination Notice") to Seller that Buyer or its successor or assign (including, without limitation, a tenant or future owner of all or a portion of the Property) intends to start construction on any portion of the Property. If Seller continues to plant crops on the Property during 2026 and Buyer sends a Farming Termination Notice to Seller, then Seller's farming rights hereunder (and any Agricultural Lease Agreement, as defined below, and crop lien) shall immediately terminate, without any compensation to Seller, and Seller will bear the risk of loss with respect to such crops. To the extent Seller intends to continue farming the property after Closing pursuant hereto, Seller and Buyer shall enter into a lease (the "Agricultural Lease Agreement") on terms and conditions mutually agreeable, at Closing, which executed document would become an additional closing deliverable for both parties. The Agricultural Lease Agreement shall provide that: (i) Seller is not required to pay any rent to Buyer thereunder; (ii) Seller will obtain reasonable insurance and make all necessary repairs, maintenance and replacements required in connection with its farming activities on the Property; and (iii) Seller uses, occupies and farms the Property at its risk, and Buyer does not and will not have any obligations or liabilities in connection therewith. If Seller does not notify Buyer, in writing, prior to Closing that Seller desires to farm the Property, excluding the Residence, during 2026, then this section shall terminate and be of no further force or effect. Buyer shall furnish Seller with a draft of the Agricultural Lease Agreement within ten (10) days of the Effective Date. Seller shall notify Buyer, in writing, of Seller's comments to any version of the Agricultural Lease Agreement within ten (10) days after its receipt thereof; provided, Seller shall not unreasonably withhold its approval of, or comment on, any version of the Agricultural Lease Agreement. If Seller fails to notify Buyer, in writing, of its comments to any version of the Agricultural Lease Agreement within ten (10) days after its receipt thereof, then Seller shall be deemed to have approved such version of the Agricultural Lease Agreement. Once the form of the Agricultural Lease Agreement is approved or deemed approved by Seller and Buyer, the parties shall execute a written amendment attaching the same as an exhibit to this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the dates set forth below.

BUYER:

Saint Thomas Health

By: _____
Name: Brandon Williams
Title: Chief Financial Officer
Date: 5/8/2025

SELLER:

A. Reuther and Demetra G. Boyd Family Limited Partnership

By: Demetra G. Boyd
Name: Demetra G. Boyd
Title: Managing Partner
Date: May 8, 2025

Demetra G. Boyd
Demetra G. Boyd

Date: May 8, 2025

Exhibit A

Description of Property

TRACT ONE: Beginning at the southwest corner of Little Hope Baptist Church lot on North margin of State Highway #76 known as the Port Royal Public Road and runs along the north margin of said highway as follows: south 81-1/4 west 11.4 poles, north 87 west 40 poles, west 36.2 poles, south 78 west 32.2 poles to a stake at southeast corner of Baptist Parsonage lot, thence along 2 lines of said Parsonage lot as follows: north 3 east 12.8 poles to a stone, north 87 west 64 poles to a stake in E. S. Grey's east boundary line, thence with said line North 3 East 46.2 poles to a stone Frey's northeast corner with his lines north 87 west 48.4 poles to a stake (the southeast corner of the old Wesley Frey property); thence with the line of said property north 3 east 52.2 poles to a stake a corner of said Frey 87 west 48.4 poles to a stake (the southeast corner of the old Wesley Frey property); thence with the line of said property north 3 east 52.2 poles to a stake a corner of said Frey property, thence with the line of said property again south 89 east 112 poles to a stake in the west boundary line of the old Bradbury property, now owned by Metropolitan Life Ins. Co., thence south 3 west 9.3 poles to a stake near an Elm the southwest corner of said Bradbury property, thence south 87 east, passing Red Oak on east side of Public Road at 95 poles, in all 127.6 poles to a stake in O'Neal's northwest corner, thence with O'Neal's line south 3 west 54.8 poles to a stake in Public Road at northeast corner of Little Hope Baptist Church lot; thence with 2 lines of said lot north 87 west 11.2 poles to a stake, the northwest of said Church lot; thence south 1 west 38.3 poles to the beginning, containing by survey of J. K. Dickson, County Surveyor, 132.1 acres.

Included in the above description, but expressly excluded herefrom is a parcel of ground conveyed by G. H. Langford and wife to Mrs. Mannie Highsmith Grant. Said parcel of ground being located in the southeast corner of the above land and is bounded on the south by State Highway No. 76 and on the east by the Little Hope Church property and on the north and west by the property conveyed to Roscoe Langford, containing approximately three acres.

TRACT TWO: Being all that property located west of Little Hope Road and identified as James D. Slate property.

This is the same realty conveyed to A. R. Boyd by deed of record in Official Record Book Volume 418, Page 957, in the Register's Office for Montgomery County, Tennessee.

Included in the above-referenced realty but expressly excluded herefrom, are the following described parcels of land:

PARCEL ONE: Beginning at a point which is the northeast corner of Grantors' property and at a common point where the property of Grantees, Grantors and Weakley join, said point of beginning being 1,491.634 feet north of the north right-of-way of State Route 76, thence along the eastern boundary of Grantors' property and being the common boundary with the property of Weakley, south 0 degrees 51 minutes 47.1 seconds east 904.070 feet to an iron pin; thence along a new line south 81 degrees 26 minutes 28.2 seconds west 204.302 feet to an iron pin located on the eastern margin of Little Hope Road; thence following along the eastern boundary of said road as follows: northwardly along a curve the radius of which is 649.2856 feet, the central angle of which is 27 degrees 01 minutes 16.4 seconds, the tangent of which is 156.007 feet, the length of which is 306.209 feet, and the chord being north 22 degrees 04 minutes 10.1 seconds west 303.379 feet to an iron pin; thence continuing along the eastern margin of said Little Hope Road north 35 degrees 34 minutes 48.3 seconds west 311.511 feet to an iron pin; thence continuing along a curve in a northward direction, the radius of which curve is 533.0786 feet, the central angle of which is 20 degrees 19 minutes 03.4 seconds, the

tangent of which is 95.520 feet, and the length of which curve is 189.034 feet, and the chord being north 25 degrees 25 minutes 16.6 seconds west 188.046 feet to an iron pin; thence continuing along the eastern margin of said road north 15 degrees 15 minutes 44.9 seconds west 47.699 feet to an iron pin situated in the common boundary line of the property of Grantors and Grantees; thence along the common boundary line between the property of Grantors and Grantee North 87 degrees 43 minutes 21.3 seconds east 631.121 feet to the point of Beginning, all containing 6.6638 acres, more or less, all in accordance with that survey made by Clarksville Engineering Services, Inc. dated 5/3/77.

Included in the above described realty, but expressly excluded herefrom is a parcel of realty previously conveyed to the Little Hope Baptist Church of which Grantees have full knowledge.

This is the same realty conveyed to James D. Slate and wife, Elizabeth G. Slate, by deed of record in Official Record Book Volume 289, Page 812, in the Register's Office for Montgomery County, Tennessee.

PARCEL TWO: Beginning at a point in the northern right-of-way of State Route 76, said point of beginning being the southwest corner of the William E. Grant property, thence along the north margin of said State Route 76 south 89 degrees 31 minutes 35 seconds west 294.736 feet to an iron pin; thence along a new line north 01 degree 51 minutes 57 seconds west 583.727 feet to an iron pin situated in a fence line; thence along a new line south 81 degrees 30 minutes 16 seconds east 282.190 feet to an iron pin situated in the western boundary of the Grant property; thence along the common boundary of the Grant property and grantors' property south 03 degrees 40 minutes 30 seconds east 540.404 feet to the Beginning, all containing 3.685 acres, more or less, all in accordance with a survey made by Clarksville Engineering Services, Inc. dated 5/3/77 as revised on 9/14/79.

This is the same realty conveyed to Jimmy L. Carr and wife, Mary B. Carr, by deed of record in Official Record Book Volume 289, Page 906, in the Register's Office for Montgomery County, Tennessee.

PARCEL THREE: Beginning at an iron pin in the western margin of Little Hope Road, said iron pin being .31 miles north of Highway 76 as measured along the western margin of Little Hope Road; thence on a line running with the western margin of Little Hope Road north 8 degrees 26 minutes 43 seconds west 51.13 feet to an iron pin; thence with the southern line of the James Slate property of record in Official Record Book Volume 201, Page 79, in the Register's Office for Montgomery County, Tennessee on the following calls: north 86 degrees 21 minutes 18 seconds west 541.11 feet to an iron pin, north 87 degrees west 175.04 feet to an iron pin; thence with the remaining property of Alton R. Boyd of record in Official Record Book Volume 205, Page 766 in the Register's Office for Montgomery County, Tennessee on the following calls: south 9 degrees 51 minutes 32 seconds west 50.35 feet to an iron pin; south 9 degrees 51 minutes 32 seconds west 287.58 feet to an iron pin; north 86 degrees 23 minutes 3 seconds east 157.80 feet to an iron pin; north 57 degrees 47 minutes 19 seconds east 50.95 feet to an iron pin; north 6 degrees 22 minutes 56 seconds east 238.38 feet to an iron pin; south 87 degrees east 2.67 feet to an iron pin; south 86 degrees 21 minutes 18 seconds east 551.54 feet to the point of beginning and containing 1.99 acres, more or less, according to a survey of David N. Young, dated March 17, 1989.

This is the same realty conveyed to Diana Boyd and Gary L. Larkins by deed of record in Official Record Book Volume 421, Page 2280, in the Register's Office for Montgomery County, Tennessee.

PARCEL FOUR: Beginning at an iron pin in the western right of way of Little Hope Road, said iron pin being 0.31 miles, more or less, north of Highway 76 as measured along the western margin of Little Hope Road, said iron pin also being 25.0 feet west of the centerline of said Little Hope Road and a corner to certain property previously conveyed to Grantees herein by deed of record in Official Record Book Volume 421, Page 2280, in the Register's Office for Montgomery County, Tennessee; thence with said property north 86 degrees 21

minutes 18 seconds west 551.54 feet to an iron pin; thence north 87 degrees west 2.67 feet to an iron pin; thence south 6 degrees 22 minutes 56 seconds west 238.38 feet to an iron pin; thence south 57 degrees 47 minutes 19 seconds west 50.95 feet to an iron pin; thence north 86 degrees 23 minutes 3 seconds east approximately 602.49 feet to a point in the western right of way margin of Little Hope Road; thence with the western right of way margin of Little Hope Road in a generally northwesterly direction to the point of beginning.

This is the same realty conveyed to Diana B. Larkins by deed of record in Official Record Book Volume 434, Page 1101, in the Register's Office for Montgomery County, Tennessee.

PARCEL FIVE: Beginning at an iron pin in the northern right-of-way margin of Highway 76, said iron pin being 2,640 feet, more or less, east of the westbound lane of I-24 as measured along the northern margin of said Highway 76; thence north 2 degrees 34 minutes east 859.61 feet to an iron pin; thence north 81 degrees west 64 feet to an iron pin; thence north 15 degrees 42 minutes east 210.80 feet to an iron pin; thence south 81 degrees east 337.6 feet to an iron pin; thence south 15 degrees 42 minutes west 210.80 feet to an iron pin; thence north 81 degrees west 123.6 feet to an iron pin; thence south 2 degrees 38 minutes west 818.61 feet to an iron pin in the northern right-of-way margin of Highway 76; thence with the northern right-of-way margin of Highway 76 south 83 degrees 20 minutes west 150 feet to the point of beginning, and containing 4.5 acres, more or less, according to a survey of Young Land Surveying dated March 21, 1980.

PARCEL SIX: Beginning at an existing iron pin, said iron pin being the northwest corner of the HJR Realty Partnership Property (Volume 1726, Page 2796, located North 00 Degrees 13 Minutes 21 Seconds East 303.97 feet from the centerline intersection of Windermere Drive and Hornbuckle Road, with TN State Plan Coordinates N: 801079.94, E: 1610574.18; thence along the Gita Baker Property (Volume 1805, Page 260) North 08 Degrees 39 Minutes 43 Seconds East 453.22 feet to a new iron pin; thence along new division lines of the parent tract for the next two calls as follows: South 80 Degrees 52 Minutes 03 Seconds East 963.02 feet to a new iron pin; thence South 09 Degrees 08 Minutes 24 Seconds West 453.19 feet to a new iron pin; thence along the Clarksville Health System, G.P. Property (Volume 1725, Page 2021) for the next two calls as follows: North 80 Degrees 51 Minutes 36 Seconds West 468.81 feet to an existing iron pin; thence North 80 Degrees 49 Minutes 51 Seconds West 141.94 feet to a hackberry tree; thence along the HRJ Partnership Property (Volume 1726, Page 2796) for the next two calls as follows: North 80 Degrees 55 Minutes 29 Seconds West 58.21 feet to an existing iron pin; thence North 80 Degrees 53 Minutes 19 Seconds West 290.28 feet to the point of beginning containing an area of 10.00 acres as surveyed by Ben R. Weakley, RLS 1457 of Weakley Brothers Engineering on January 10, 2024, Job Number 24-011.

Exhibit B

DGB Residence & Sinkholes

◯ = SINKHOLES

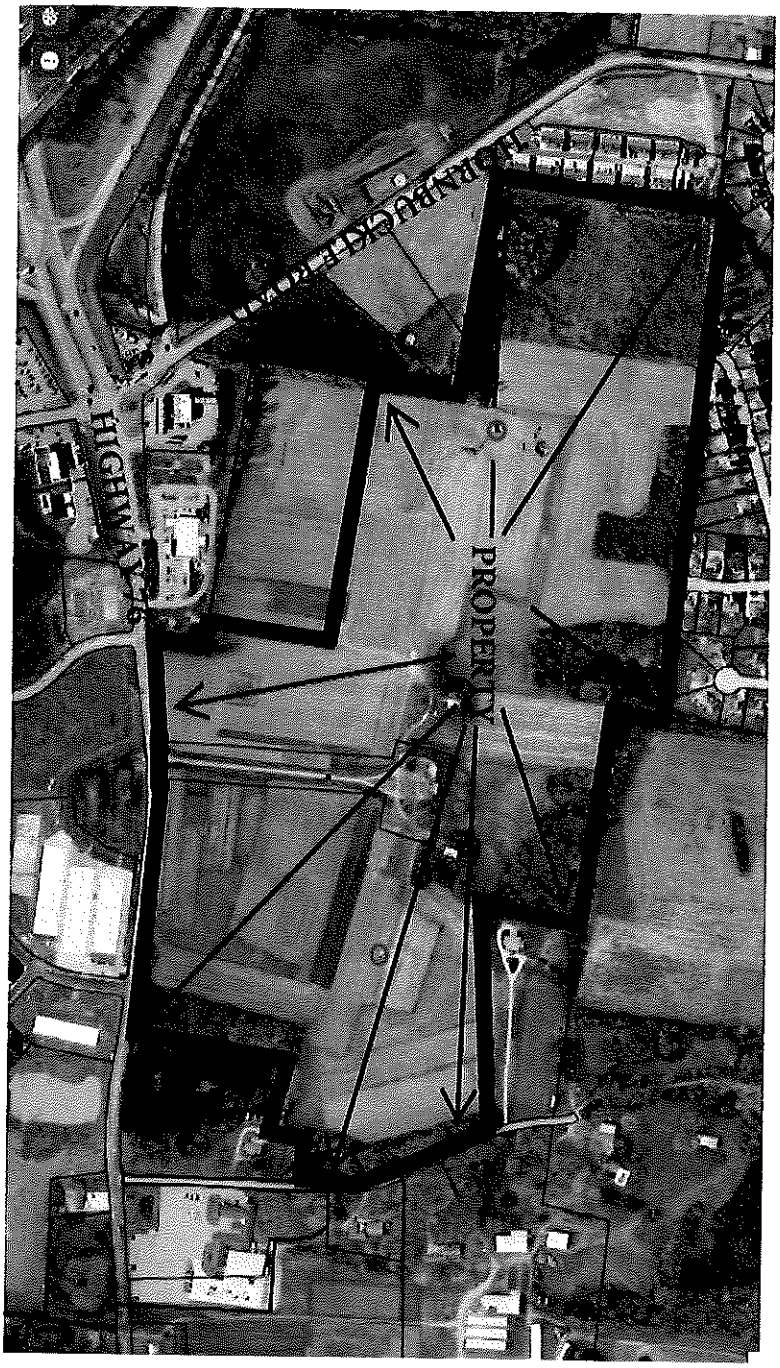
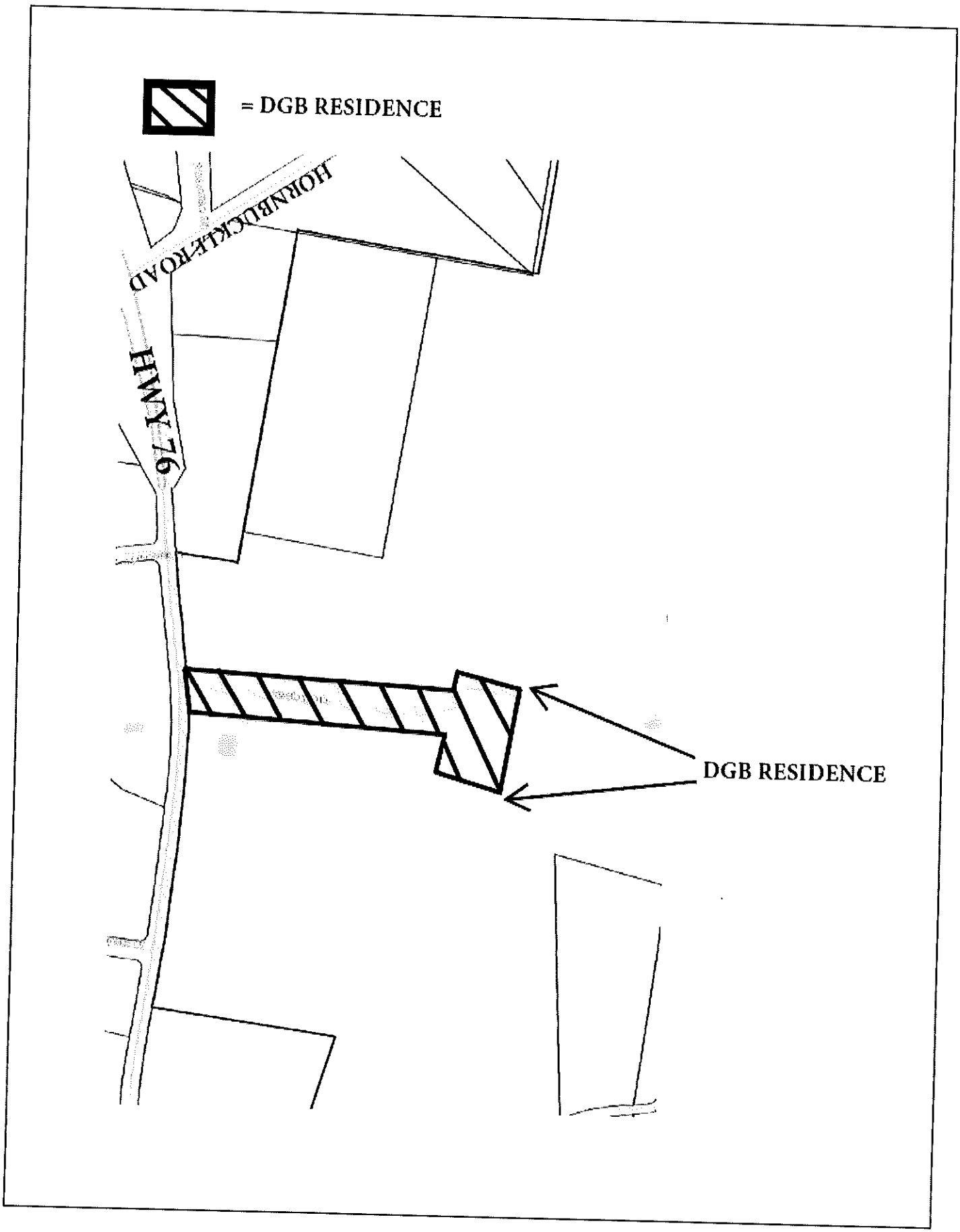


Exhibit B Cont'd

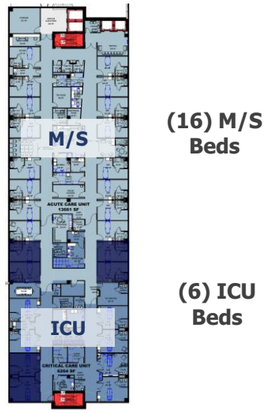
The DGB Residence is commonly known as Parcel Number 063 04800 000, containing approximately 4.5 acres, and hatched below.

= DGB RESIDENCE


= DGB RESIDENCE
HOLNBUCKLE ROAD
HWY 76
DGB RESIDENCE

Ascension Saint Thomas Clarksville Hospital

Unaddressed Site: Hwy 76, NE Quadrant Intersection Hwy 76 & I-24
Clarksville, Montgomery County, Tennessee 37043



(16) M/S Beds

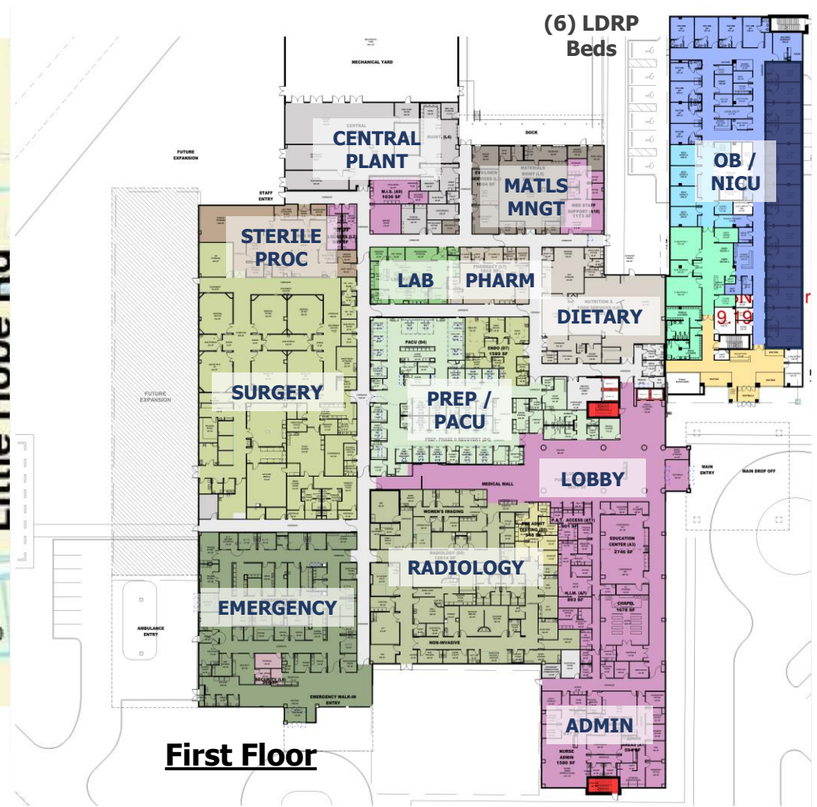
(6) ICU Beds

Second Floor

(16) M/S Beds

Third Floor

Site Diagram



First Floor

Project Summary:

Ascension Saint Thomas Health presents a need for additional acute-care patient beds and general healthcare services within Montgomery County, Tennessee.

As a result, a new 44-bed hospital is proposed containing the following Key Planning Units and services:

First Floor

- Pharmacy
- Laboratory
- Dietary
- Healthcare Education Space
- Radiology
  - Nuclear Medicine
  - C.T.
  - M.R.I.
  - General Radiology
- Endoscopy (2 Procedure Rms)
- Surgery (4 ORs)
- Prep / PACU Recovery
- Cardiac Cath (2 Labs)
- Obstetrics
  - (6 LDRP)
  - (4 NICU)

Second Floor

- (6) ICU Patient Rooms
- (16) Acute Patient Beds

Third Floor

- (16) Acute Patient Beds

154 Parking Spaces

Square Footage Summary:

Hospital:

First Floor	133,000 GSF
Second Floor	21,855 GSF
Third Floor	21,855 GSF
Total Addition	176,710 GSF

Ascension Saint Thomas Clarksville Hospital

Unaddressed Site: Hwy 76, NE Quadrant Intersection Hwy 76 & I-24
Clarksville, Montgomery County, Tennessee 37043

Site Plan

Project Summary:

Ascension Saint Thomas Health presents a need for additional acute-care patient beds and general healthcare services within Montgomery County, Tennessee.

As a result, a new 44-bed hospital is proposed on the combined 99.4 Acre Site containing the following Key Planning Units and services:

First Floor
- Pharmacy
- Laboratory
- Dietary
- Radiology
  - Nuclear Medicine
  - C.T.
  - M.R.I.
  - General Radiology
- Endoscopy (2 Procedure Rms)
- Surgery (4 ORs)
- Prep / PACU Recovery
- Cardiac Cath (2 Labs)
- Obstetrics
  - (6 LDRP)
  - (4 NICU)

Second Floor
- (6) ICU Patient Rooms
- (16) Acute Patient Beds

Third Floor
- (16) Acute Patient Beds

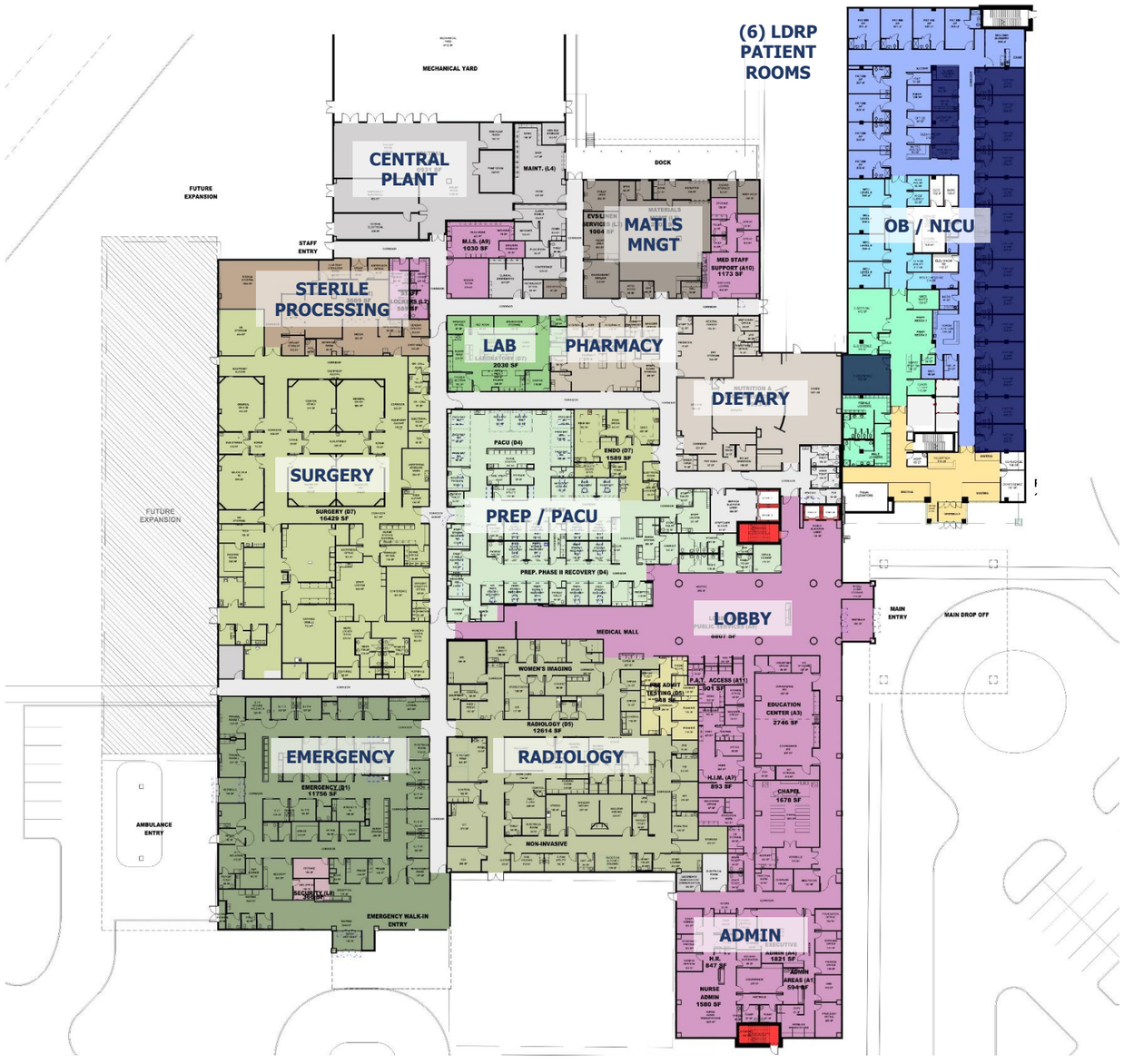
154 Parking Spaces

Square Footage Summary:

Hospital:	
First Floor	133,000 GSF
Second Floor	21,855 GSF
Third Floor	21,855 GSF
Total Addition	176,710 GSF

Ascension Saint Thomas Clarksville Hospital

Unaddressed Site: Hwy 76, NE Quadrant Intersection Hwy 76 & I-24
Clarksville, Montgomery County, Tennessee 37043



First Floor Plan

Project Summary:

Ascension Saint Thomas Health presents a need for additional acute-care patient beds and general healthcare services within Montgomery County, Tennessee.

As a result, a new 44-bed hospital is proposed on the combined 99.4 Acre Site containing the following Key Planning Units and services:

First Floor
- Pharmacy
- Laboratory
- Dietary
- Radiology
  - Nuclear Medicine
  - C.T.
  - M.R.I.
  - General Radiology
- Endoscopy (2 Procedure Rms)
- Surgery (4 ORs)
- Prep / PACU Recovery
- Cardiac Cath (2 Labs)
- Obstetrics
  - (6 LDRP)
  - (4 NICU)

Second Floor
- (6) ICU Patient Rooms
- (16) Acute Patient Beds

Third Floor
- (16) Acute Patient Beds

154 Parking Spaces

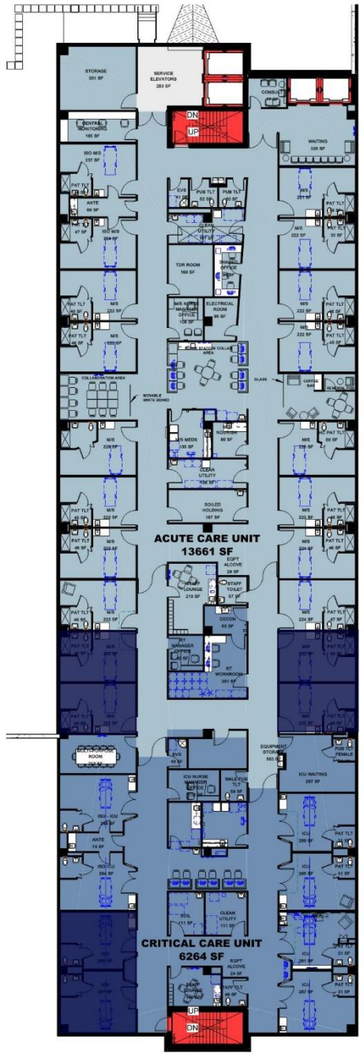
Square Footage Summary:

Hospital:

First Floor	133,000 GSF
Second Floor	21,855 GSF
Third Floor	21,855 GSF
Total Addition	176,710 GSF

Ascension Saint Thomas Clarksville Hospital

Unaddressed Site: Hwy 76, NE Quadrant Intersection Hwy 76 & I-24
Clarksville, Montgomery County, Tennessee 37043



(16) ACUTE PATIENT ROOMS

(6) ICU PATIENT ROOMS

Second Floor Plan

Project Summary:

Ascension Saint Thomas Health presents a need for additional acute-care patient beds and general healthcare services within Montgomery County, Tennessee.

As a result, a new 44-bed hospital is proposed on the combined 99.4 Acre Site containing the following Key Planning Units and services:

First Floor
- Pharmacy
- Laboratory
- Dietary
- Radiology
  - Nuclear Medicine
  - C.T.
  - M.R.I.
  - General Radiology
- Endoscopy (2 Procedure Rms)
- Surgery (4 ORs)
- Prep / PACU Recovery
- Cardiac Cath (2 Labs)
- Obstetrics
  - (6 LDRP)
  - (4 NICU)

Second Floor
- (6) ICU Patient Rooms
- (16) Acute Patient Beds

Third Floor
- (16) Acute Patient Beds

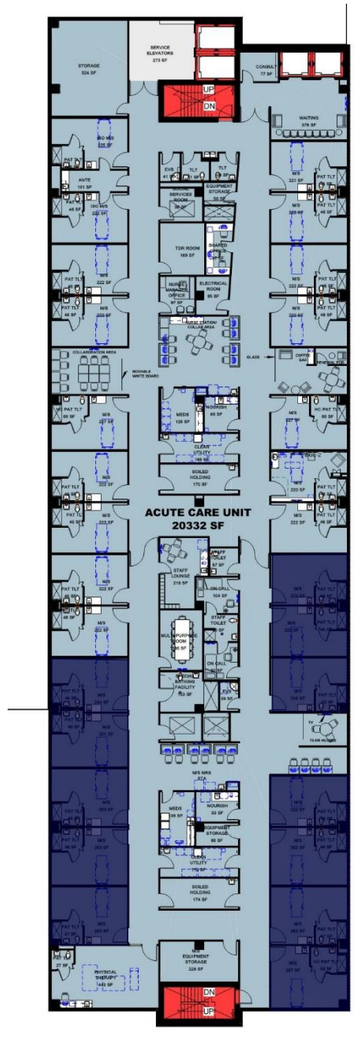
154 Parking Spaces

Square Footage Summary:

Hospital:	
First Floor	133,000 GSF
Second Floor	21,855 GSF
Third Floor	21,855 GSF
Total Addition	176,710 GSF

Ascension Saint Thomas Clarksville Hospital

Unaddressed Site: Hwy 76, NE Quadrant Intersection Hwy 76 & I-24
Clarksville, Montgomery County, Tennessee 37043



1 (16) ACUTE PATIENT ROOMS

Third Floor Plan

Project Summary:

Ascension Saint Thomas Health presents a need for additional acute-care patient beds and general healthcare services within Montgomery County, Tennessee.

As a result, a new 44-bed hospital is proposed on the combined 99.4 Acre Site containing the following Key Planning Units and services:

First Floor
- Pharmacy
- Laboratory
- Dietary
- Radiology
  - Nuclear Medicine
  - C.T.
  - M.R.I.
  - General Radiology
- Endoscopy (2 Procedure Rms)
- Surgery (4 ORs)
- Prep / PACU Recovery
- Cardiac Cath (2 Labs)
- Obstetrics
  - (6 LDRP)
  - (4 NICU)

Second Floor
- (6) ICU Patient Rooms
- (16) Acute Patient Beds

Third Floor
- (16) Acute Patient Beds

154 Parking Spaces

Square Footage Summary:

Hospital:	
First Floor	133,000 GSF
Second Floor	21,855 GSF
Third Floor	21,855 GSF
Total Addition	176,710 GSF

Ascension Saint Thomas Clarksville Hospital

Unaddressed Site: Hwy 76, NE Quadrant Intersection Hwy 76 & I-24
Clarksville, Montgomery County, Tennessee 37043

Site Plan

Project Summary:

Ascension Saint Thomas Health presents a need for additional acute-care patient beds and general healthcare services within Montgomery County, Tennessee.

As a result, a new 44-bed hospital is proposed containing the following Key Planning Units and services:

First Floor
- Pharmacy
- Laboratory
- Dietary
- Healthcare Education Space
- Radiology
  - Nuclear Medicine
  - C.T.
  - M.R.I.
  - General Radiology
- Endoscopy (2 Procedure Rms)
- Surgery (4 ORs)
- Prep / PACU Recovery
- Cardiac Cath (2 Labs)
- Obstetrics
  - (6 LDRP)
  - (4 NICU)

Second Floor
- (6) ICU Patient Rooms
- (16) Acute Patient Beds

Third Floor
- (12) Acute Patient Beds

154 Parking Spaces

Square Footage Summary:

Hospital:	
First Floor	133,000 GSF
Second Floor	21,855 GSF
Third Floor	21,855 GSF
Total Addition	176,710 GSF

Ascension Saint Thomas Clarksville Hospital

Unaddressed Site: Hwy 76, NE Quadrant Intersection Hwy 76 & I-24
Clarksville, Montgomery County, Tennessee 37043

(16) M/S Beds

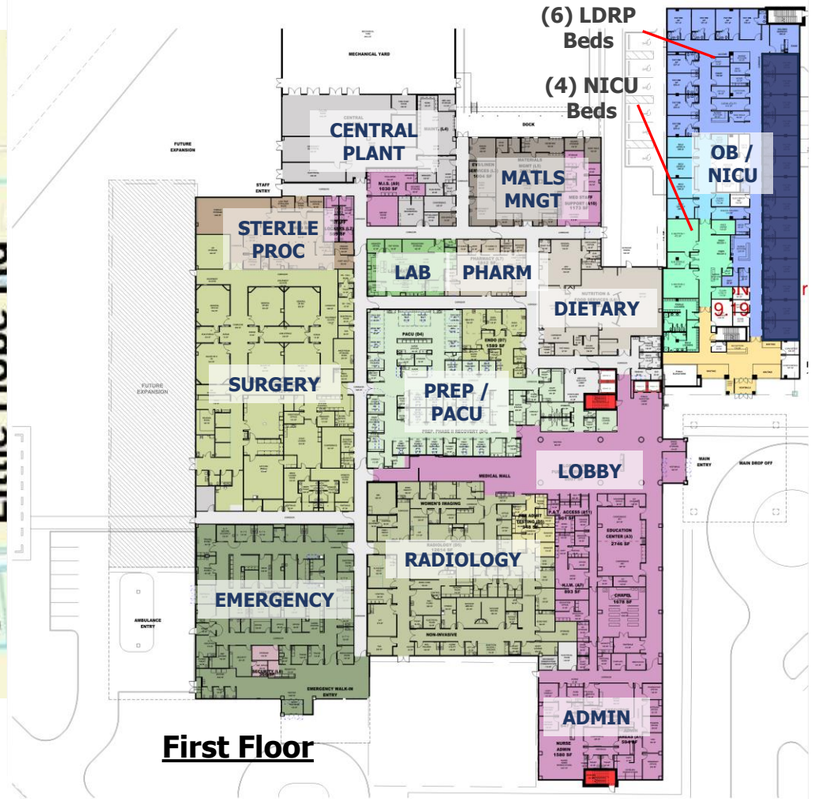
(6) ICU Beds

Second Floor

(12) M/S Beds

Third Floor

Site Diagram



First Floor

Project Summary:

Ascension Saint Thomas Health presents a need for additional acute-care patient beds and general healthcare services within Montgomery County, Tennessee.

As a result, a new 44-bed hospital is proposed containing the following Key Planning Units and services:

First Floor
- Pharmacy
- Laboratory
- Dietary
- Healthcare Education Space
- Radiology
  - Nuclear Medicine
  - C.T.
  - M.R.I.
  - General Radiology
- Endoscopy (2 Procedure Rms)
- Surgery (4 ORs)
- Prep / PACU Recovery
- Cardiac Cath (2 Labs)
- Obstetrics
  - (6 LDRP)
  - (4 NICU)

Second Floor
- (6) ICU Patient Rooms
- (16) Acute Patient Beds

Third Floor
- (12) Acute Patient Beds

154 Parking Spaces

Square Footage Summary:

Hospital:

First Floor	133,000 GSF
Second Floor	21,855 GSF
Third Floor	21,855 GSF
Total Addition	176,710 GSF

Ascension Saint Thomas Clarksville Hospital

Unaddressed Site: Hwy 76, NE Quadrant Intersection Hwy 76 & I-24
Clarksville, Montgomery County, Tennessee 37043

Site Plan

Project Summary:

Ascension Saint Thomas Health presents a need for additional acute-care patient beds and general healthcare services within Montgomery County, Tennessee.

As a result, a new 44-bed hospital is proposed containing the following Key Planning Units and services:

First Floor
- Pharmacy
- Laboratory
- Dietary
- Healthcare Education Space
- Radiology
  - Nuclear Medicine
  - C.T.
  - M.R.I.
  - General Radiology
- Endoscopy (2 Procedure Rms)
- Surgery (4 ORs)
- Prep / PACU Recovery
- Cardiac Cath (2 Labs)
- Obstetrics
  - (6 LDRP)
  - (4 NICU)

Second Floor
- (6) ICU Patient Rooms
- (16) Acute Patient Beds

Third Floor
- (12) Acute Patient Beds

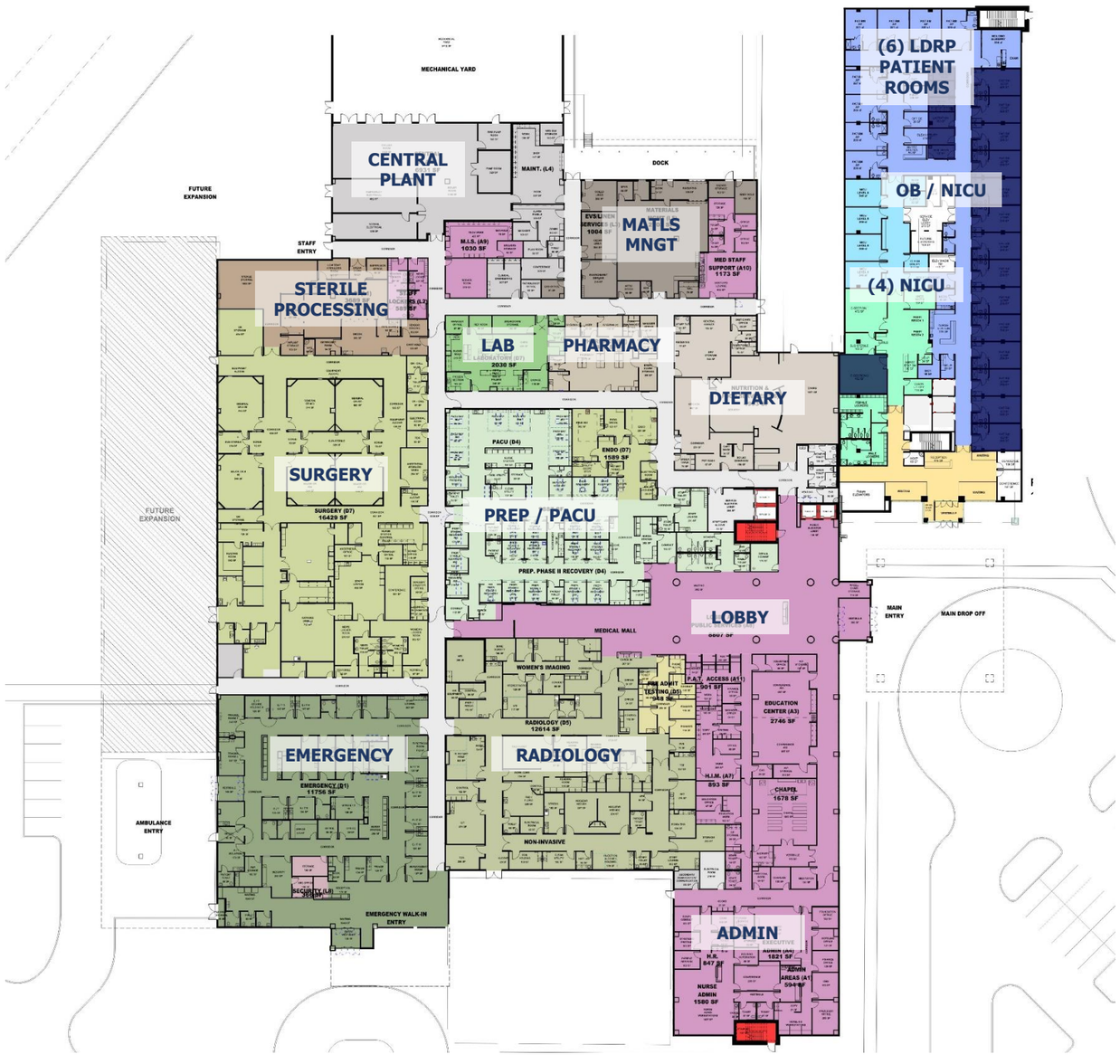
154 Parking Spaces

Square Footage Summary:

Hospital:	
First Floor	133,000 GSF
Second Floor	21,855 GSF
Third Floor	21,855 GSF
Total Addition	176,710 GSF

Ascension Saint Thomas Clarksville Hospital

Unaddressed Site: Hwy 76, NE Quadrant Intersection Hwy 76 & I-24
Clarksville, Montgomery County, Tennessee 37043



First Floor Plan

Project Summary:

Ascension Saint Thomas Health presents a need for additional acute-care patient beds and general healthcare services within Montgomery County, Tennessee.

As a result, a new 44-bed hospital is proposed containing the following Key Planning Units and services:

First Floor

- Pharmacy
- Laboratory
- Dietary
- Healthcare Education Space
- Radiology
  - Nuclear Medicine
  - C.T.
  - M.R.I.
  - General Radiology
- Endoscopy (2 Procedure Rms)
- Surgery (4 ORs)
- Prep / PACU Recovery
- Cardiac Cath (2 Labs)
- Obstetrics
  - (6 LDRP)
  - (4 NICU)

Second Floor

- (6) ICU Patient Rooms
- (16) Acute Patient Beds

Third Floor

- (12) Acute Patient Beds

154 Parking Spaces

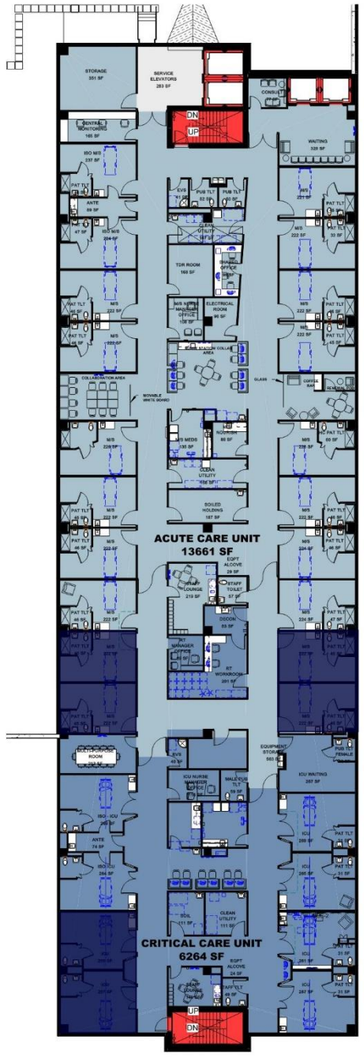
Square Footage Summary:

Hospital:

First Floor	133,000 GSF
Second Floor	21,855 GSF
Third Floor	21,855 GSF
Total Addition	176,710 GSF

Ascension Saint Thomas Clarksville Hospital

Unaddressed Site: Hwy 76, NE Quadrant Intersection Hwy 76 & I-24
Clarksville, Montgomery County, Tennessee 37043



(16) ACUTE PATIENT ROOMS

(6) ICU PATIENT ROOMS

Second Floor Plan

Project Summary:

Ascension Saint Thomas Health presents a need for additional acute-care patient beds and general healthcare services within Montgomery County, Tennessee.

As a result, a new 44-bed hospital is proposed containing the following Key Planning Units and services:

First Floor
- Pharmacy
- Laboratory
- Dietary
- Healthcare Education Space
- Radiology
  - Nuclear Medicine
  - C.T.
  - M.R.I.
  - General Radiology
- Endoscopy (2 Procedure Rms)
- Surgery (4 ORs)
- Prep / PACU Recovery
- Cardiac Cath (2 Labs)
- Obstetrics
  - (6 LDRP)
  - (4 NICU)

Second Floor
- (6) ICU Patient Rooms
- (16) Acute Patient Beds

Third Floor
- (12) Acute Patient Beds

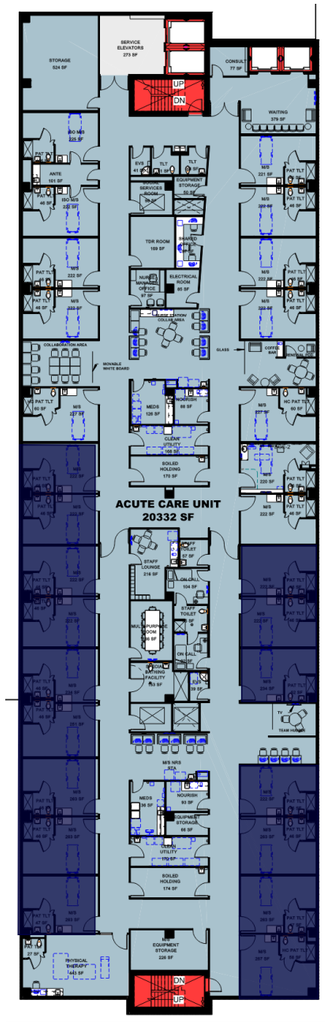
154 Parking Spaces

Square Footage Summary:

Hospital:	
First Floor	133,000 GSF
Second Floor	21,855 GSF
Third Floor	21,855 GSF
Total Addition	176,710 GSF

Ascension Saint Thomas Clarksville Hospital

Unaddressed Site: Hwy 76, NE Quadrant Intersection Hwy 76 & I-24
Clarksville, Montgomery County, Tennessee 37043



(12)
ACUTE
PATIENT
ROOMS

Third Floor Plan

Project Summary:

Ascension Saint Thomas Health presents a need for additional acute-care patient beds and general healthcare services within Montgomery County, Tennessee.

As a result, a new 44-bed hospital is proposed containing the following Key Planning Units and services:

First Floor
- Pharmacy
- Laboratory
- Dietary
- Healthcare Education Space
- Radiology
  - Nuclear Medicine
  - C.T.
  - M.R.I.
  - General Radiology
- Endoscopy (2 Procedure Rms)
- Surgery (4 ORs)
- Prep / PACU Recovery
- Cardiac Cath (2 Labs)
- Obstetrics
  - (6 LDRP)
  - (4 NICU)

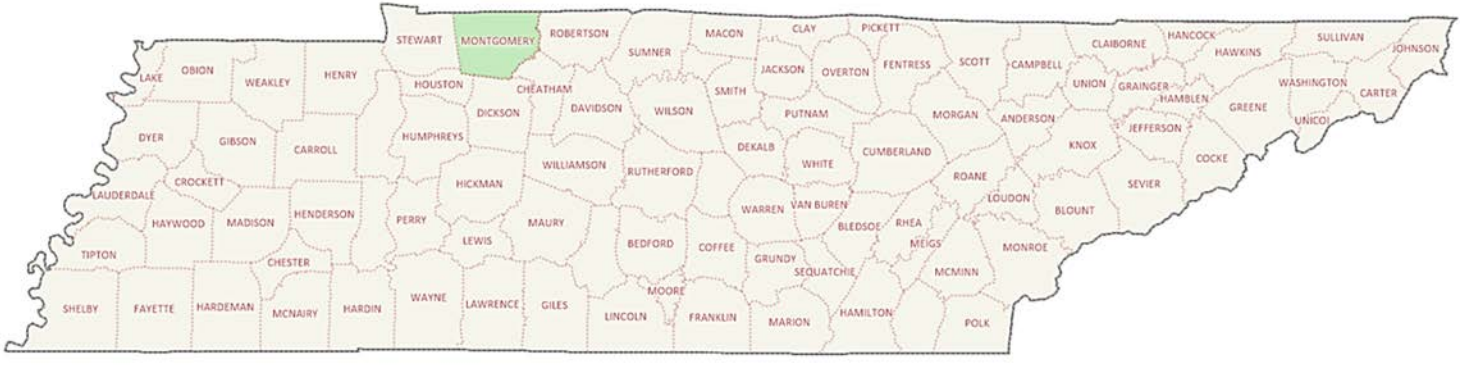
Second Floor
- (6) ICU Patient Rooms
- (16) Acute Patient Beds

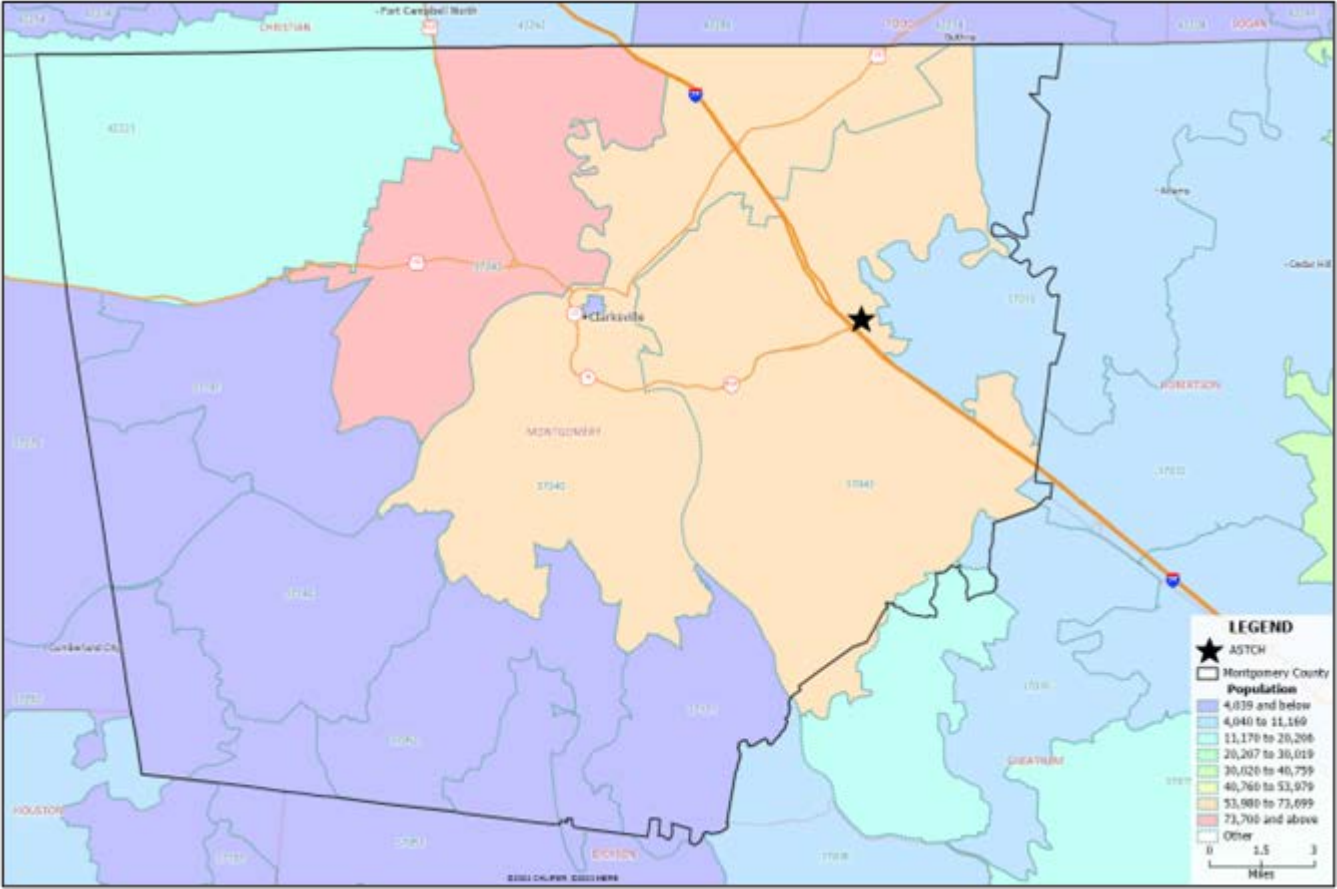
Third Floor
- (12) Acute Patient Beds

154 Parking Spaces

Square Footage Summary:

Hospital:	
First Floor	133,000 GSF
Second Floor	21,855 GSF
Third Floor	21,855 GSF
Total Addition	176,710 GSF


STEWART
MONTGOMERY
ROBERTSON
SUMNER
MACON
CLAY
PICKETT
FENTRESS
SCOTT
CAMPBELL
CLAIBORNE
HANCOCK
HAWKINS
SULLIVAN
JOHNSON
LAKE
OBION
WEAKLEY
HENRY
HOUSTON
CHEATHAM
DAVIDSON
WILSON
SMITH
JACKSON
OVERTON
UNION
GRAINGER
HAMBLEN
GREENE
WASHINGTON
CARTER
UNICOI
DYER
GIBSON
CARROLL
DICKSON
HUMPHREYS
PUTNAM
MORGAN
ANDERSON
JEFFERSON
KNOX
COCKE
SEVIER
BLOUNT
LOUDON
ROANE
CUMBERLAND
DEKALB
WHITE
WILLIAMSON
RUTHERFORD
HICKMAN
CROCKETT
LAUDERDALE
HAYWOOD
MADISON
HENDERSON
PERRY
MAURY
WARREN
VAN BUREN
BEDFORD
COFFEE
BLEDSOE
RHEA
MEIGS
MONROE
GRUNDY
SEQUATCHIE
MCMINN
TIPTON
CHESTER
LEWIS
SHELBY
FAYETTE
HARDEMAN
MCNAIRY
HARDIN
WAYNE
LAWRENCE
GILES
MOORE
LINCOLN
FRANKLIN
MARION
HAMILTON
POLK


Clarksville
MONTGOMERY
LEGEND
ASTCH
Montgomery County
Population
4,039 and below
4,040 to 11,169
11,170 to 20,206
20,207 to 30,019
30,020 to 40,759
40,760 to 53,979
53,980 to 73,699
73,700 and above
Other
0
1.5
3
Miles

BILL POWERS

STATE SENATOR
22ND DISTRICT

Tennessee State Senate

NASHVILLE

LEGISLATIVE ADDRESS:
425 Rep. John Lewis Way, Suite 772
NASHVILLE, TENNESSEE 37243
PHONE: (615) 741-2374
sen.bill.powers@capitol.tn.gov

Mr. Logan Grant, Executive Director
Tennessee Health Facilities Commission
502 Deaderick Street, 9th Floor
Andrew Jackson Building
Nashville, TN 37243

Dear Director Grant:

As State Senator for District 22 and a lifelong resident of Clarksville, I am writing to express my strong support for the proposed new hospital by Ascension Saint Thomas. Clarksville and Montgomery County are among the fastest-growing areas in our state, and with that growth comes an increasing demand for high-quality, accessible healthcare. This new hospital represents a timely and necessary investment that would bring essential services—including emergency care and specialized treatment—closer to the families who call this community home.

Healthcare infrastructure is critical to both our quality of life and our long-term economic development. Strong healthcare systems help attract new families, support our workforce, and encourage further investment across the region. Equally important is the power of choice. When residents have access to multiple trusted healthcare providers, it leads to better outcomes and a more responsive system overall. Ascension Saint Thomas has a strong track record of clinical excellence and community commitment in Middle Tennessee, and I am confident their presence in Clarksville will enhance both the quality and availability of care for our citizens.

I urge full consideration and approval of the Certificate of Need. This project is not only a smart step forward for healthcare—it's a smart step forward for the future of Montgomery County.

Sincerely,

Bill Powers

State Senator, 22nd District

CITY OF CLARKSVILLE

MAYOR JOE PITTS

City Hall
One Public Square
Clarksville, TN 37040

OFFICE 931.645.7444
FAX 931.552.7479
joe.pitts@cityofclarksville.com

May 22, 2025

Mr. Logan Grant, Executive Director
Tennessee Health Facilities Commission
502 Deaderick Street, 9th Floor
Andrew Jackson Building
Nashville, TN 37243

RE: Ascension Saint Thomas Clarksville Hospital

Dear Mr. Grant:

As Mayor of the City of Clarksville, and a lifelong resident of this great community, I am writing to express my support for the proposed new hospital from Ascension Saint Thomas. Our city is growing at an unprecedented pace, and with that growth comes an urgent need to expand access to high-quality, convenient healthcare for our residents.

During my 12 years of service in the Tennessee General Assembly—particularly as a member of the Education Committee—I saw firsthand how access to healthcare directly impacts a family's stability, a child's ability to learn, and a community's overall well-being. Since becoming Mayor in 2018, that perspective has only deepened. It is clear that our current healthcare infrastructure must evolve to meet the demands of our expanding population.

The addition of a new hospital will ensure that more families in Clarksville can access critical services—like emergency care, specialty treatment, and inpatient services—without having to travel to Nashville or beyond. For too many, proximity to care remains a barrier. This project helps eliminate that barrier.

Just as importantly, this new facility introduces greater opportunity into our healthcare landscape. When residents have multiple trusted options for where and how they receive care, it creates a more responsive, innovative, and patient-centered system. Ascension Saint Thomas is a respected provider in Middle Tennessee, and their commitment to Clarksville will only enhance the quality and accessibility of care in our region.

As an Austin Peay graduate and former community banker, I also recognize the economic and infrastructural impact of this investment. It's good for our people and good for our city's future.

I respectfully urge full consideration and approval of the Certificate of Need. This project is about more than a hospital—it's about building a healthier, stronger Clarksville for generations to come.

Sincerely,

Joe Pitts
Mayor

Mr. Logan Grant, Executive Director
Tennessee Health Facilities Commission
502 Deaderick Street, 9th Floor
Andrew Jackson Building
Nashville, TN 37243

RE: Ascension Saint Thomas Clarksville Hospital

Dear Mr. Grant,

As a lifelong resident of Clarksville, a proud graduate of Rossview High School, and now the State Representative for District 68, I am writing to express my full support for the proposed new hospital by Ascension Saint Thomas.

Montgomery County is one of the fastest-growing communities in Tennessee. As our population expands, our infrastructure—including healthcare—must keep pace. For too long, families across our region have faced limited options for timely, quality medical care. This project represents a vital investment in the future of our community, expanding access to trusted, high-quality healthcare services right here at home.

The proposed hospital will offer emergency care, inpatient treatment, and specialized services that residents often have to travel outside our area to receive. For working parents, seniors, or anyone navigating a health crisis, proximity makes all the difference. Access matters. Choice matters. And this hospital provides both.

During my campaign, I made it clear that Montgomery County needed a second full-service hospital. I continue to believe that increasing healthcare options fosters competition, drives innovation, and improves outcomes for everyone. As a member of the Transportation, Education, and Government Operations Committees—and as an Associate Pastor at Mosaic Church—I see firsthand how health and well-being are closely tied to opportunity and quality of life.

This isn't just about bricks and mortar—it's about people. It's about offering compassionate, faith-based care that meets the needs of every family in our community.

I respectfully urge the approval of the Certificate of Need. This is more than a building—it's a commitment to serve, to care, and to build a healthier Montgomery County together.

Sincerely,

Representative Aron Maberry
District 68 - Montgomery County
425 Rep. John Lewis Way North
Nashville, TN 37243
Suite 576 - Cordell Hull Building
Office: (615) 741-4341
Cell: (931)218-9445

Montgomery County Government

Wes Golden
County Mayor

1 Millennium Plaza, Suite 205
P.O. Box 368
Clarksville, Tennessee 37041-0368

Phone: (931) 648-5787
Fax: (931) 553-5177
mayorgolden@mcgtn.net

May 22, 2025

Mr. Logan Grant, Executive Director
Tennessee Health Facilities Commission
502 Deaderick Street, 9th Floor
Andrew Jackson Building
Nashville, TN 37243

RE: Ascension Saint Thomas Clarksville Hospital

Dear Mr. Grant:

As a lifelong resident of Clarksville and Mayor of Montgomery County, I am proud to voice my strong support for the proposed new hospital by Ascension Saint Thomas. Our county is growing rapidly, and it's critical that our healthcare infrastructure keeps pace to meet the evolving needs of our residents.

This project goes far beyond simply expanding capacity—it's about increasing access to trusted, high-quality healthcare close to home. Far too many people in our community are forced to travel outside the county for essential medical services. With the addition of this new hospital, residents will gain access to comprehensive care, including emergency services, specialty care, and inpatient treatment, right here where they live and work.

Equally important, this hospital brings something our community has long needed: choice. For too long, families in Montgomery County have had limited healthcare options. The introduction of a second provider will foster healthy competition, encourage innovation, and improve the overall quality of care. More options mean better outcomes — and a healthcare system that truly serves the people.

Beyond healthcare, this project aligns with my ongoing commitment to economic development and infrastructure. A new hospital will bring jobs, attract talent, and strengthen the foundation of our community's future.

I respectfully urge the approval of the Certificate of Need for this project. Let's take this vital step forward to expand access, improve care, and give Montgomery County the healthcare choices it deserves.

Sincerely,

Wes Golden
Mayor, Montgomery County

of Tennessee
1 Cameron Hill Circle
Chattanooga, TN 37402
bcbst.com

May 27, 2025

Mr. Logan Grant, Executive Director
TN Health Facilities Commission
502 Deaderick Street, 9th Floor
Andrew Jackson Building
Nashville, TN 37243

RE: Ascension Saint Thomas Clarksville Hospital

Dear Mr. Grant:

I'm pleased to share my support for the Certificate of Need (CON) application for the new Ascension Saint Thomas Clarksville Hospital—a 44-bed acute care facility planned for Montgomery County.

Ascension Saint Thomas is among the most respected and trusted healthcare providers in Tennessee. They've been a longtime, valued partner of BlueCross Blue Shield of Tennessee and continue to play a key role in helping us deliver high-quality, more affordable care to our members. Time and again, individuals and families choose Ascension Saint Thomas for their care—because they know they'll get compassionate, expert treatment from a team that truly puts patients first.

We also work closely with Ascension Saint Thomas in our narrow networks and specialty networks. These networks are designed to improve quality, streamline care, and reduce unnecessary costs—while still ensuring members have access to the right care at the right time. That's where Ascension Saint Thomas truly stands out. They're an ideal partner—strong character, forward-thinking, and committed to delivering care that meets people where they are. Their ability to support complex care needs, offer access to specialists, and focus on the whole person makes them a vital part of our network and a strong partner in improving community health.

The new hospital in Clarksville is a needed investment and we fully support this CON application. Montgomery County is growing fast, and having more local access to Ascension Saint Thomas' services means our members will be able to get the care they need closer to home. That's good for patients, families, and the broader healthcare system.

Granting the Ascension Saint Thomas Clarksville Hospital CON will help improve access for our members in Clarksville, Montgomery County and surrounding areas to the high-quality, recognized excellence of Ascension Saint Thomas.

Sincerely,

Marc T. Barclay
SVP, Provider Network Management
BlueCross BlueShield of Tennessee

May 23, 2025

Mr Logan Grant, Executive Director
Tennessee Health Facilities Commission
502, Deadrick Street, 9th floor
Andrew Jackson Building
Nashville, TN,37243

RE: Ascension Saint Thomas Clarksville Hospital

Dear Mr Grant,

I am writing in favor of the application for certificate of need by Ascension St. Thomas Hospital to build a hospital in Clarksville.

I have practiced as a pediatrician in Clarksville for 28 years and until recently have been the owner of a medium sized pediatric practice with nine providers and 45 employees. Since the public announcement was made by the CEO of St. Thomas a couple of weeks ago, I have had a chance to speak to my numerous acquaintances in our community and like me, every one of them has been in favor of having a St Thomas Hospital in our city.

Both my wife and myself have received medical care at St Thomas hospital in Nashville over the years and have had excellent experience with the care provided. As you know, Clarksville is growing at a tremendous pace and deserves a modern hospital to take care of the community's needs. The Clarksville community will have a choice if we have a second hospital here and the people living in this community deserve such a choice.

My understanding is that Ascension St. Thomas is planning to build a full service hospital, which would include deliveries, newborn nursery, and a neonatal intensive care. As a pediatrician who has worked in this community for decades, I'm excited about the planned services for newborns and children.

I wholeheartedly support the application for certificate of need by Ascension St. Thomas and I urge you to approve the application.

With best wishes,

Dr. Satish Prabhu
Pediatrician
Rainbow Kids Clinic
111, Otis Smith drive
Clarksville, Tennessee
Phone: 931–801-7833

MONTGOMERY COUNTY EMS
EMERGENCY MEDICAL SERVICE

Chris M. Proctor, BSN, RN, AEMT
Chief

Mr. Logan Grant, Executive Director
Tennessee Health Facilities Commission
502 Deaderick Street, 9th Floor
Andrew Jackson Building
Nashville, TN 37243

RE: Ascension Saint Thomas Clarksville Hospital

Dear Mr. Grant,

As Chief of Montgomery County Emergency Medical Service, I would like to thank you for the opportunity to express how excited I am to learn that Ascension Saint Thomas will be seeking a certificate of need to bring additional health care capabilities to Clarksville Montgomery County.

As a lifelong resident of Montgomery County and a member of Montgomery County EMS, for the past 29 years, I have witnessed the rapid growth of our community, the increase in EMS responses, and the challenges our EMS professionals have encountered when working diligently to get their patients to the most appropriate destinations. With the addition of another hospital this will allow us to offer our patients another choice for emergency medical care, allow us to get our ambulances crews back in service quicker, and potentially reduce our transports to facilities outside Montgomery County.

Mr. Grant, please accept this letter in support of giving the citizens of Clarksville Montgomery an additional means of improved health and well-being. As a healthcare professional we always want what is best for our patients and if approved this will certainly provide our community the healthcare resources it deserves and has longed for.

Respectfully,

Chris Proctor, RN, BSN, AEMT
Chief
Montgomery County Emergency Medical Services

1001 Boardwalk Springs Place, Ste. 250
O'Fallon, Missouri 63368
www.lifeteam.net

Mr. Logan Grant, Executive Director
Tennessee Health Facilities Commission
502 Deaderick Street, 9th Floor
Andrew Jackson Building
Nashville, TN 37243

RE: Ascension Saint Thomas Clarksville Hospital

Dear Mr. Grant,

As members of the Air Evac Lifeteam and emergency medical response professionals serving Montgomery County and the surrounding region, we are writing to express our support for the proposed new hospital by Ascension Saint Thomas in Clarksville.

In emergency medicine, every second counts. The ability to rapidly transport critically ill or injured patients to the nearest facility equipped to provide life-saving care can mean the difference between life and death. With our region experiencing rapid growth, the need for expanded access to high-quality, comprehensive healthcare is more urgent than ever.

This new hospital will be a vital addition to the local emergency response ecosystem. It will reduce transport times, increase capacity for emergency and specialty services, and enhance overall coordination among first responders and medical providers. This is not just about adding more beds—it is about strengthening the entire continuum of care in a way that directly affects patient outcomes.

We respectfully urge you to approve the Certificate of Need. This facility will not only save lives—it will empower emergency teams like ours to do our jobs more effectively and serve our community more fully.

Sincerely,
Air Evac Lifeteam

Stephanie Rutter
Regional Director

THE SURGICAL CLINIC

May 29, 2025

David Lewis,
Chief Executive Officer

410 42ND Avenue N. | Ste. 400
Nashville, TN 37209
TEL 615.346.6202
FAX: 615.346.6201

TSCLINIC.COM

Mr. Logan Grant, Executive Director
Tennessee Health Facilities Commission
502 Deaderick Street, 9th Floor
Andrew Jackson Building
Nashville, TN 37243

RE: Ascension Saint Thomas Clarksville Hospital

Dear Mr. Grant,

As the Chief Executive Officer of The Surgical Clinic (TSC), I am writing to express my strong support for the proposed new hospital by Ascension Saint Thomas in Clarksville. The Surgical Clinic has a long-standing and successful relationship with Ascension Saint Thomas, and we are eager to expand that partnership to serve the Clarksville community with greater access to general surgical and vascular care.

Clarksville and the broader Montgomery County region are experiencing significant growth, and with that comes an urgent need for expanded healthcare infrastructure. This project is not simply about adding more hospital beds—it's about bringing comprehensive, high-quality, and trusted healthcare services directly to the people who need them.

At The Surgical Clinic, we have seen firsthand the dedication of Ascension Saint Thomas to excellence in patient care and community service. Through our partnership, we've worked together to advance surgical capabilities and improve patient outcomes across Middle Tennessee. We are confident that extending this partnership into Clarksville will bring real value to patients by reducing travel burdens, minimizing wait times, and offering access to specialized surgical services closer to home.

Equally important, this new hospital introduces an essential element of choice. The presence of a second provider will foster competition, encourage innovation, and ultimately raise the bar for quality and efficiency throughout the region's healthcare system.

We fully support the approval of the Certificate of Need for this facility and the opportunity to provide care to residents of Montgomery County. We believe that Ascension Saint Thomas is the right organization to help meet the evolving health needs of Montgomery County.

Sincerely,

David Lewis
Chief Executive Officer

Mr. Logan Grant, Executive Director
Tennessee Health Facilities Commission
502 Deaderick Street, 9th Floor
Andrew Jackson Building
Nashville, TN 37243

RE: Ascension Saint Thomas Clarksville Hospital

Dear Mr. Grant,

I have lived in Middle Tennessee my entire life. I was born in Nashville, completed my Orthopaedic Residency at Vanderbilt University in 1983, and have lived and practiced Orthopaedic Surgery in Clarksville from that time to the present day.

My father, Luthur Abner Beazley Jr., practiced pediatrics in Nashville from the 1950s until his retirement in the 1990s. He served as Chief of Staff at Ascension Saint Thomas Hospital in the early 1960s and was also President of the Nashville Academy of Medicine during that period. As a result, I am deeply familiar with the profound impact Ascension Saint Thomas has had on the Middle Tennessee region over the last seventy years.

Ascension Saint Thomas has long been a leader in delivering state-of-the-art medical care. Just as importantly, they have consistently demonstrated a genuine commitment to the communities they serve—both in healthcare and in spiritual support. Their mission has always been to improve the health and well-being of the populations they touch. Having observed this firsthand throughout my life, I can confidently say that Ascension Saint Thomas not only "talks the talk," but also "walks the walk."

Ascension Saint Thomas has played a vital role in Clarksville's medical community, offering services and support—even to those without the ability to pay—since long before I arrived here. The development of a new hospital is the natural next step in their ongoing mission. Clarksville doesn't just need a modern medical facility; we need a trusted partner that will help build a comprehensive medical staff and deliver sophisticated, accessible healthcare to our growing population.

When I moved to Clarksville, the population was around 56,000. Today, it is approaching 200,000 and is one of the fastest-growing cities in the country. Our current medical infrastructure is not adequate to meet this demand. My group, Tennessee Orthopaedic Alliance (TOA), is committed to bringing world-class care to Clarksville—but we cannot do it alone. For us, Ascension Saint Thomas is the ideal partner. Our relationship with them dates back to the 1930s, and with their support, we can realize the goal of delivering exceptional orthopaedic care right here in our community. The same applies across all medical disciplines.

I believe I speak for many practicing and retired physicians in Montgomery County when I say that we trust Ascension Saint Thomas to fulfill their promises. Their track record proves it. They offer compassionate care to all, regardless of financial status—a critical factor given the disproportionate number of indigent patients in our area. This challenge has never deterred them, and I'm confident it won't in the future.

I urge you to approve the Certificate of Need (CON) for the proposed hospital by Ascension Saint Thomas. It is what is best for Clarksville—my home and the community I love. As I near retirement, my motivation is simply to ensure that the people of Clarksville, including my own family, have access to the highest quality care.

Giving back to the place where I live has always been important to me, and I hope my actions over the last forty years reflect that commitment. An Ascension Saint Thomas facility in Clarksville is a continuation of that philosophy.

Thank you for your time and consideration.

Sincerely,

W. Cooper Beazley, MD

Tennessee Orthopedic Alliance

Montgomery County Resident

Nashville, TN 37243

RE: Ascension Saint Thomas Clarksville Hospital

Dear Mr. Grant,

Dr. A.R. Boyd, a graduate of the UT College of Medicine in Memphis, practiced in Clarksville for over 30 years and served as the team physician for APSU athletics. Later in his career, he worked with Saint Thomas Hospital while maintaining his practice in Clarksville. Providing quality health care to the residents of this area has always been a priority for our family.

When we moved to this farm 50 years ago, I-24 had not yet opened, and the area was still quite rural. In recent years, we've seen Clarksville grow and expand all around us.

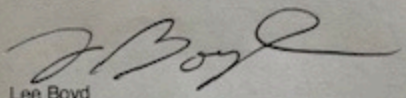
Our family believes that Ascension Saint Thomas's decision to build a hospital on our land will be a tremendous asset to the community and all who seek quality care in this region. There is a clear need for additional hospital services in Montgomery County, currently served by only one hospital. For comparison, Jackson has three hospitals and Chattanooga has four. Given our region's population and continued growth, we believe it's time to expand access to healthcare services locally. At present, nearly 50% of patients in need of hospitalization seek care outside the county.

We view this project as an important opportunity to meet the needs of local residents and hope it will be embraced by our fellow citizens.

Our experience working with Ascension Saint Thomas has been wonderful, and we would be proud to carry the name and identity of this faith-based health system on our land that means so much to our family.

I urge you to approve the Certificate of Need and help bring this much-needed option to Montgomery County.

Sincerely,



Lee Boyd
Boyd Family Farm
Mr. Logan Grant, Executive Director
Tennessee Health Facilities Commission
502 Deaderick Street, 9th Floor
Andrew Jackson Building
Nashville, TN 37243

OFFICE OF CONGRESSMAN
MARK E. GREEN, M.D.
7TH DISTRICT, TENNESSEE

CHAIRMAN, COMMITTEE ON
HOMELAND SECURITY

COMMITTEE ON
FOREIGN AFFAIRS

Congress of the United States
House of Representatives
Washington, D.C. 20515

2446 RAYBURN HOUSE OFFICE BUILDING
WASHINGTON, D.C. 20515
(202) 225–2811

801 BROADWAY, SUITE C 507
NASHVILLE, TN 37203
(629) 999-4950

305 PUBLIC SQUARE, SUITE 212
FRANKLIN, TN 37064
(629) 223–6050

128 N. SECOND STREET, SUITE 104
CLARKSVILLE, TN 37040
(931) 266–4483

May 28, 2025

Mr. Logan Grant, Executive Director
Tennessee Health Facilities Commission
502 Deaderick Street, 9th Floor
Andrew Jackson Building
Nashville, TN 37243

Dear Mr. Grant:

As a physician, combat veteran, and U.S. Representative for Tennessee's 7th District, I am writing to express my strong support for the proposed new hospital by Ascension Saint Thomas in Montgomery County.

This project represents a significant opportunity to meet the healthcare needs of one of the fastest-growing regions in the state. Montgomery County—and Clarksville in particular—is home to thousands of military families, active-duty service members, and veterans stationed at or retired from Fort Campbell. As a former Army physician and someone who has cared for troops both in combat zones and back home, I understand firsthand the critical importance of accessible, high-quality medical care. This new hospital would offer expanded access to services close to where these families live, including emergency care, specialty services, and inpatient treatment, all within a trusted and proven healthcare network.

Equally important is the introduction of real choice. Our constituents—military and civilian alike—deserve options when it comes to their healthcare. A second hospital provider will bring healthy competition, drive innovation, and improve outcomes across the board.

Ascension Saint Thomas has a long-standing reputation for excellence throughout Middle Tennessee. Their commitment to serving TRICARE beneficiaries and investing in the health of this region aligns well with the needs of our community and the values we hold.

I urge the full approval of the Certificate of Need so that this vital project can move forward. The well-being of our citizens—and especially the readiness and resilience of our military families—depends on bold steps like this.

Sincerely,

Mark E. Green

Mark E. Green, M.D.
U.S. Representative
Tennessee's 7th Congressional District

REPUBLIC BANK
It's just easier here.℠
RepublicBank.com Member FDIC

Republic Bank Corporate Center
601 West Market Street
Louisville, KY 40202-2700
502-584-3600
www.republicbank.com

May 29, 2025

Mr. Logan Grant, Executive Director
Tennessee Health Facilities Commission
502 Deaderick Street, 9th Floor
Andrew Jackson Building
Nashville, TN 37243

RE: Ascension Saint Thomas Clarksville Hospital

Dear Mr. Grant,

I am writing to support the proposed new hospital from Ascension Saint Thomas in Clarksville. The Clarksville community continues to grow quickly, and the demand for healthcare that is both high-quality and convenient has never been greater.

A new hospital would provide expanded access to essential services for local families, especially those who currently travel to Nashville or other areas to receive care. This is an important opportunity to bring that care closer to home.

Equally important is the benefit of choice. When people have multiple trusted options for where and how they receive care, it results in better outcomes and a more responsive healthcare system overall. Ascension Saint Thomas is a respected provider in Middle Tennessee, and their presence in Clarksville would only enhance the quality and accessibility of care in the region.

I hope you will give this proposal your full consideration and approve the Certificate of Need.

Thank you,

Chad L. Hart
TN Market President
Republic Bank & Trust Company

HOWELL ALLEN

Mr. Logan Grant, Executive Director
Tennessee Health Facilities Commission
502 Deaderick Street, 9th Floor
Andrew Jackson Building
Nashville, TN 37243

RE: Ascension Saint Thomas Clarksville Hospital

Mr Grant,

For over forty years, the Howell Allen Clinic has provided neurosurgical care to the people of middle Tennessee. It is a little known fact that every one of our neurosurgeons participates in a biweekly community outreach clinic in which they drive to an outlying community to see patients close to home. Our community outreach clinics provide critical access for patients who otherwise would have difficulty seeing a neurosurgeon.

Our community outreach clinic in Clarksville is one of our oldest, having been established in 1995. Over these thirty years, we have grown along with the Clarksville community and now have two neurosurgeons who are dedicated to serving this community on a weekly basis. Despite the longevity and consistency of our presence in Clarksville, we have struggled over the years to secure stable space for our outreach clinic. On numerous occasions, we have had to scramble to find a location to keep our clinic going and maintain a presence in the community. The one thing that we lack in Clarksville is a place to call home.

For this reason we welcome the announcement of an Ascension St Thomas hospital in Clarksville. We chose Ascension St Thomas to be our partner because they share our philosophy of putting patients first, regardless of their ability to pay for care. It is this unique partnership which allows us to lease space in outlying communities throughout middle TN to reach underprivileged and uninsured patients. I can personally attest to the willingness of Ascension St Thomas time and again to underwrite our efforts to provide care to those in Tennessee who need it the most and often receive it the least.

Some may frame this issue as an alternative for care. For us and our patients, this about access to care. The proposed Ascension St Thomas hospital will give us stability within the community so we can provide uninterrupted access to neurosurgical care. It means that the community in Clarksville will have access to the same cutting edge, high quality neurosurgical care that you or I would want for our families. It is my conviction that the proposed Hospital is not just the right thing to do for Clarksville, but also to serve the mission of Howell Allen Clinic to provide neurosurgical care for all who need it.

I thank you for taking the time to hear my perspective,

Ernest Wright M.D.
President
Howell Allen Clinic

Physicians

Christian N. Anderson, M.D.
Christopher P. Ashley, M.D.
Matthew O. Barrett, M.D.
W. Cooper Beazley, M.D.
Michael C. Bowman, D.O.
S. R. Brown, M.D.
Daniel S. Burrus, M.D.
Lucas J. Burton, M.D.
Daniel J. Burval, M.D.
J.W. Thomas Byrd, M.D.
William E. Carpenter, M.D.
Peter M. Casey, M.D.
Matthew J. Cavallero, M.D.
Robert E. Clendenin III, M.D.
Philip G. Coogan, M.D.
W. Chase Corn, M.D.
Paul D. Crook, M.D.
William H. DeVries, M.D.
Keith C. Douglas, M.D.
C. Robinson Dyer, M.D.
W. Blake Garside, Jr., M.D.
Martha P. George, M.D.
R. Edward Glenn, Jr., M.D.
Robert C. Greenberg, M.D.
Paul W. Grutter, M.D.
Michael R. Jordan, M.D.
Kyle S. Joyner, M.D.
Philip A. G. Karpos, M.D.
Brian E. Koch, M.D.
Kurtis L. Kowalski, M.D.
William B. Kurtz II, M.D.
Justin W. Langan, M.D.
Bryan W. Lapinski, M.D.
Jeffrey P. Lawrence, M.D.
Robert W. Lowe III, M.D.
Edward S. Mackey, M.D.
R. Trigg McClellan, M.D.
J. Bartley McGehee III, M.D.
Russell C. McKissick, M.D.
Scott M. Miller, M.D.
Damon H. Petty, M.D.
S. Matthew Rose, M.D.
Lucas K. Routh, M.D.
James H. Rubright, M.D.
James L. Rungee, M.D.
Phillip R. Schneider, M.D.
William A. Shell, Jr., M.D.
Nicholas A. Shepard, M.D.
Juris Shibayama, M.D.
Jane M. Siegel, M.D.
Christopher J. Siodlarz, D.O.
Jason E. Smith, M.D.
Stuart E. Smith, M.D.
Ryan D. Snowden, M.D.
S. Tyler Staelin, M.D.
Timothy J. Steinagle, D.O.
Lucas G. Teske, M.D.
Robert L. Thompson, M.D.
Roderick A. Vaughan, M.D.
Justin W. West, MD
Lydia A. White, M.D.
Richard I. Williams, M.D.
James R. Yu, M.D.

TOA

TENNESSEE ORTHOPAEDIC ALLIANCE

05/27/2025

Mr. Logan Grant, Executive Director
Tennessee Health Facilities Commission
502 Deaderick Street, 9th Floor
Andrew Jackson Building
Nashville, TN 37243
RE: Ascension Saint Thomas Clarksville Hospital

Dear Mr. Grant,

I write this letter in support of St. Thomas Ascension for approval of a CON for a new hospital in Montgomery County. I have trained in and been a part of many communities over the past 10 years. This community is certainly the fastest growing community I have called home in my lifetime. The city of Clarksville is rapidly climbing the population ranks in the state of TN. Currently, the public has access to only one hospital in Montgomery County, which is insufficient to meet the needs of this community. The city of Clarksville has a significant need for a second hospital to handle the population growth and future trends. St. Thomas has been committed to the greater Nashville area for over 125 years with an outstanding track record and community trust. They have provided a multitude of services to the Clarksville area for 20 years. A certificate of need permitting St. Thomas to provide a second hospital will allow for improved access and quality of care to an overworked healthcare landscape in our city. Having another hospital here in Montgomery County will promote patients to have options at their disposal and drive our healthcare systems to provide improved care and ultimately the best outcomes close to home. St. Thomas has a proven track record and are committed to building a hospital and more importantly a comprehensive medical staff to provide elite level of care to the people of Montgomery County. I am in full support of CON approval to St. Thomas Ascension for a hospital here in Clarksville, TN.

Sincerely,

Lucas Teske

Item 5N - Service Area Historical Utilization

Facility	County	2023 Licensed Beds	Bed Days Available	Patient Days			Licensed Occupancy			% Change in Patient Days 2021-2023
				2023	2022	2021	2023	2022	2021	
Tennova Health Clarksville	Montgomery	270	98550	49798.6	45553.2	48271.8	51%	46%	49%	-3%
TOTAL		270	98550	49798.6	45553.2	48271.8	51%	46%	49%	-3%

Facility	County	2023 Staffed Beds	Bed Days Available	Patient Days			Staffed Occupancy			% Change in Patient Days 2021-2023
				2023	2022	2021	2023	2022	2021	
Tennova Health Clarksville	Montgomery	237	86505	49798.6	45553.2	48271.8	58%	53%	56%	-3%
TOTAL		237	86505	49798.6	45553.2	48271.8	58%	53%	56%	-3%

Source: Joint Annual Report for Hospitals

Item 5N - Service Area Historical Utilization Based on Estimated TH-C Single Occupancy Room Utilization

Facility	County	2023 Staffed Beds	Bed Days Available	Patient Days			Staffed Occupancy			% Change in Patient Days 2021-2023
				2023	2022	2021	2023	2022	2021	
Tennova Health Clarksville	Montgomery	154	56210	49798.6	45553.2	48271.8	89%	81%	86%	-3%
TOTAL		154	56210	49798.6	45553.2	48271.8	89%	81%	86%	-3%

Source: Joint Annual Report for Hospitals

PATIENT TRANSFER AGREEMENT

THIS PATIENT TRANSFER AGREEMENT (this "Agreement") is entered into effective _____("Effective Date")by and between **Saint Thomas Health on behalf of its controlled Affiliates ,** a Tennessee not for profit corporation ("Hospital") and **[Transferor Name],** ("Transferor").

R E C I T A L S :

A. Hospital and Transferor each operate health care entities located in Tennessee.

B. Saint Thomas Health is a health system which includes eight hospital campuses serving the Middle Tennessee area: Ascension Saint Thomas Hospital West, Ascension Saint Thomas Hospital West, Ascension Saint Thomas Rutherford, Ascension Saint Thomas Hickman, Ascension Saint Thomas DeKalb, Ascension Saint Thomas Highlands, Ascension Saint Thomas River Park, Ascension Saint Thomas Stones River and Ascension Saint Thomas Three Rivers.

B. The parties desire to assure a continuity of care and appropriate medical treatment for the needs of each patient in their respective facilities, and have determined that, in the interest of patient care, the parties should enter into an agreement to provide for the transfer of patients from Transferor to Hospital on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

1. Term and Termination.

(a) **Term.** This Agreement shall be effective on the date first written above and shall continue for a period of one (1) year, at which time it shall automatically renew for successive one (1) year periods, unless earlier terminated in accordance with the terms hereof.

(b) **Termination.** Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. The Agreement may also be terminated at any time by mutual consent of both parties. Notwithstanding the termination of this Agreement, each party shall reasonably provide for the continuity of care to all patients who are involved in the transfer process at the time of the termination of this Agreement. This Agreement shall terminate immediately should the other party fail to maintain the licenses, certifications or accreditations, including Medicare certification, required to operate its facility as it is currently being operated

2. Transfer.

(a) Upon such time that a patient's physician determines that the patient needs to be transferred from Transferor to Hospital pursuant to Transferor's physician's order, Hospital agrees to admit the patient as promptly as possible and provide healthcare services as necessary, provided all conditions of eligibility are met. Transferor agrees to send the following with each patient at the time of transfer, or as soon thereafter as possible in emergency situations:

(i) an abstract of pertinent medical and other information necessary to continue the patient's treatment without interruption; and

(ii) essential identifying and administrative information.

(b) Transferor shall also perform the following:

(i) notify Hospital of the impending transfer;

(ii) receive confirmation that Hospital can accept the patient, and that a Hospital medical staff physician has done so;

(iii) obtain patient's consent to the transfer; and

(iv) arrange for the transportation of the patient, including mode of transportation and the provision of one or more health care practitioners as necessary.

3. Readmission of Patient

(a) When a patient has been transferred to Hospital from Transferor and is admitted and stabilized, but no longer requires specialized services or treatment only available at Hospital, Transferor agrees to accept the transfer of, and to readmit, the patient for further required hospitalization within 24-48 hours of such determination. In the event Transferor referring physician does not accept the patient, the Transferor's Chief of Medical Staff or other authorized representative shall facilitate identification of an appropriate accepting physician for the transfer. Only patients who are appropriate for transfer and who consent shall be transferred to Transferor.

4. Relationship of the Parties.

(a) The parties agree that the relationship between the parties is that of independent contractors and not partners or joint venturers.

(b) Nothing in this Agreement shall in any way affect the autonomy of either party. Each party shall have exclusive control of its management, assets and affairs. Neither party assumes any liability for the debts or obligations of the other party.

(c) Neither party shall be responsible, financially or otherwise, for the care and treatment of any patient while that patient is admitted to, or is under the care of, the other party's facility.

(d) Each party may contract or affiliate with other facilities during the term of this Agreement.

5. Patient Billing.

(a) The facility in which the patient is receiving services at the time that charges are incurred shall have the sole responsibility for billing and collecting such charges from the patient. Neither party shall assume any responsibility for the collection of any accounts receivables of the other party.

(b) **The following clause ONLY applies in the event Transferor is a Skilled Nursing Facility.** Hospital shall bill Transferor, and Transferor shall compensate Hospital, for all services that are included in Medicare's Skilled Nursing Facility consolidated billing requirements ("Covered Services") provided to Facility patients who are Medicare beneficiaries at ___% of Hospital's charges as

set forth in its charge master in effect at the time services are rendered. Hospital will submit invoices to Transferor within 45 days following the rendering of services. Transferor shall pay each invoice within 30 days of the date of invoice. Late payments shall bear interest at a rate equal to the maximum rate of interest allowed by law. Transferor shall have the sole authority to bill Medicare for the Covered Services, and Hospital will not bill Medicare for any Covered Service. Transferor's obligation to pay Hospital's invoices is not contingent upon Transferor's receipt of reimbursement from Medicare or any other payor or party and will not be delayed if a claim is denied. However, Hospital will reasonably cooperate with Transferor in appealing a denial, but Hospital shall not be responsible for any costs associated with the appeal

6. EMTALA. The parties agree that any patient transfers made pursuant to this Agreement shall be in compliance with 42 U.S.C. § 1395dd, et seq. and any amendments thereto ("EMTALA"), EMTALA's implementing regulations, such other requirements as may be imposed by the Secretary of Health and Human Services, and any other applicable Federal or State patient transfer laws.

7. Indemnification. Transferor agrees to indemnify, defend and hold Hospital, its officers, trustees, employees and agents harmless, to the extent permitted by applicable law, from or against any loss, injury, damage or liability incurred by reason of any act or failure to act by Transferor, its officers, employees or agents in connection with the performance of this Agreement.

Hospital agrees to indemnify, defend and hold Transferor, its officers, employees and agents harmless, to the extent permitted by applicable law, from or against any loss, injury, damages or liability incurred by reason of any act or failure to act by Hospital, its officers, trustees, employees and agents in connection with the performance of this Agreement.

8. Insurance. Each party agrees to maintain insurance as will fully protect it from any and all claims, including malpractice, in amounts adequate to insure the party's perspective interest. A party may satisfy such requirement through a program of self-insurance or reinsurance. Upon the written request of Hospital, the Transferor shall provide Hospital with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this agreement.

9. **Confidential Information**. Each party acknowledges that, as a result of its performance of its duties under this Agreement, it, its employees or agents may directly or indirectly receive medical information ("Patient Medical Information") regarding the other party's patients. Each party further acknowledges that Patient Medical Information is confidential pursuant to applicable State and federal law ("Applicable Privacy Laws"), including but not limited to, privacy standards imposed pursuant to the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Each party agrees, therefore, that any Patient Medical Information it, its employees or agents receive regarding the other party's patients shall be treated as confidential to the extent necessary to comply with Applicable Privacy Laws.

10. Compliance. In compliance with federal law, including the provisions of Title IX of the Education Amendments of 1972, Section 503 and 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967 and 1975 and the Americans with Disabilities Act of 1990, and Title VI of the Civil Rights Act of 1964 each party hereto will not discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability, or military service, AIDS and AIDS related conditions in its administration of its policies, including admissions policies, employment, or program activities.

11. Record Availability. Transferor agrees that, until the expiration of four (4) years after the furnishing of any goods and services pursuant to this Agreement, it will make available, upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of this Agreement and any books, documents, records and other data of Transferor that are necessary to certify the nature and extent of the costs incurred by Hospital in purchasing such goods and services. If Transferor carries out any of its duties under this Agreement through a subcontract with a related organization involving a value or cost of ten thousand dollars ($10,000) or more over a twelve-month period, Transferor will cause such subcontract to contain a clause to the effect that, until the expiration of four (4) years after the furnishing of any good or service pursuant to said contract, the related organization will make available upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of this Agreement and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of costs incurred by Transferor for such goods or services. Transferor shall give Hospital notice immediately upon receipt of any request from the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives for disclosure of such information.

Transferor agrees to indemnify, defend and hold Hospital harmless from and against any loss, liability, judgment, penalty, fine, damages (including punitive and/or compounded damages), costs (including reasonable attorneys' fees and expenses) suffered or incurred by Hospital as a result of, in connection with, or arising from Transferor 's failure to comply with this Section 6.

12. Anti-Referral; Fraud & Abuse Provisions. Any remuneration exchanged between the parties shall at all times be commercially reasonable and represent fair market value for rendered services or purchased items. No remuneration exchanged between the parties shall be determined in a manner that takes into account (directly or indirectly) the volume or value of any referrals or any other business generated between the parties. Transferor does not have an indirect compensation arrangement with Hospital (as defined in the Stark II Regulations). Nothing contained herein requires the referral of any business between the parties.

13. Exclusion from Federal Health Care Programs. Transferor represents and warrants that it has not been nor is it about to be excluded from participation in any Federal Healthcare Program. Transferor agrees to notify Hospital within one (1) business day of Transferor's receipt of a notice of intent to exclude or actual notice of exclusion from any such program. The listing of Transferor or any Transferor-owned subsidiary on the Office of Inspector General's exclusion list (OIG website) or the General Services Administration's Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs (GSA website) for excluded individuals and entities shall constitute "exclusion" for purposes of this paragraph. In the event that Transferor is excluded from any Federal Healthcare Program, this Agreement shall immediately terminate. For the purposes of this paragraph, the term "Federal Healthcare Program" means the Medicare program, the Medicaid program, the Maternal and Child Health Services Block Grant program, the Block Grants for State for Social Services program, any state Children's Health Insurance program, or any similar program. Further, Transferor agrees to indemnify and hold Hospital harmless from and against any loss, liability, judgment, penalty, fine, damages (including punitive and/or compounded damages), costs (including reasonable attorneys' fees and expenses) incurred by Hospital as a result of Transferor's failure to notify the Hospital of its exclusion from any Federal Healthcare Program.

14. Ethical and Religious Directives. The parties acknowledge that the operations of Hospital and its affiliates are in accordance with the Ethical and Religious Directives for Catholic Health Care Services, as promulgated by the United States Conference of Catholic Bishops, Washington, D.C., of the Roman Catholic Church or its successor (the "Directives") and the principles and beliefs of the Roman Catholic Church are a matter of conscience to Hospital and their affiliates. The Directives are located at

http://www.usccb.org/about/doctrine/ethical-and-religious-directives/index.cfm. It is the intent and agreement of the parties that neither the Agreement nor any part hereof shall be construed to require Hospital or its affiliates to violate the Directives in their operation and all parts of the Agreement must be interpreted in a manner that is consistent with the Directives.

15. Corporate Compliance. Hospital has in place a Corporate Responsibility Plan, which has as its goal to ensure that Hospital complies with federal, state and local laws and regulations. The plan focuses on risk management, the promotion of good corporate citizenship, including a commitment to uphold a high standard of ethical and legal business practices, and the prevention of misconduct. Transferor acknowledges Hospital's commitment to corporate responsibility. Transferor agrees to conduct its business transactions with Hospital in accordance with the principles of good corporate citizenship and a high standard of ethical and legal business practices.

16. Miscellaneous.

(a) The parties agree to provide each other with information regarding the resources each has available and the type of patients or health conditions that each is able to accept.

(b) Neither party shall use the name of the other in any promotional or advertising material unless the other party has been given the opportunity to review the material and prior written approval for the material and its use has been obtained.

(c) This Agreement supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by the party to be charged with the amendment.

(d) If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

(e) This Agreement shall be governed by and construed and enforced in accordance with the laws and in the courts of the State of Tennessee.

(f) Hospital may assign this Agreement, without the consent of Transferor, to an entity that directly or indirectly controls, is controlled by, or is under common control with, Hospital. For the purposes of this paragraph, the terms "control" means, with respect to a person, the authority, directly or indirectly, to (i) act as controlling member, shareholder or partner or such person, (ii) appoint, elect or approve at least a majority of the individual members, shareholders or partners of such person, or (iii) appoint, elect or approve at least a majority of the governing body of such person. Except as set forth above, neither party may assign this Agreement or any obligation hereunder without first obtaining the written consent of the other party. Any attempted delegation or assigning in violation of this paragraph shall be null and void. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, administrators, successors and permitted assigns. Nothing expressed or referred to in this Agreement will be construed to give any person other than the parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement, except such rights as shall inure to a successor or permitted assignee pursuant to this paragraph.

(g) In the event that any legal action or other proceedings, including arbitration, is brought for the enforcement of this Agreement or because of an alleged dispute of breach, the prevailing party shall be awarded its costs of suit and reasonable attorney's fees.

(h) All notices, consents, waivers and other communications required or permitted by this Agreement shall be in writing and shall be deemed given to a party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); or (b) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses and marked to the attention of the person (by name or title) designated below (or to such other address or person as a party may designate by notice to the other parties):

If to Hospital: Saint Thomas Health
102 Woodmont Blvd., Suite 800
Nashville, TN 37205

With a copy to: Ascension Southeast Legal Services
102 Woodmont Blvd., Suite 600
Nashville, TN 37205

If to Transferor: _____
_____
_____

(i) The headings of the various sections of this Agreement are inserted merely for convenience and do not expressly or by implication limit, define or extend the specific terms of the sections so designated. Any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.

(j) This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties have executed this Patient Transfer Agreement as of the date first above written.

HOSPITAL:

BY: SAINT THOMAS HEALTH

By: _____
Name: _____
Title: _____
Date: _____

TRANSFEROR:

[Business Name]

By: _____
Name: _____
Title: _____
Date: _____

GE HealthCare

SIGNA Voyager 1.5T 30.1

Quotation

For Ascension Saint Thomas Hospital

Quote ID 2011905142.2
Date: June 6, 2025

GE Contact Clint Sholes
Phone
E-mail: clint.sholes@gehealthcare.com

QUOTE DETAILS

Catalog #	Qty	Description	Net Price
Y0000LC	1	Pricing Non-Disclosure Language	$0.00
S7530GH	1	SIGNA™ Voyager 1.5T MR30	$555,750.00
M6006FF	1	SIGNA Voyager 1.5T IPM Magnet for Detachable Table	$360,750.00
S7530TD	1	Voyager Detachable Table and Wired Gating	$109,590.00
M70086AE	1	MR 30.1 Software for SIGNA™ Voyager	$33,150.00
M71013ED	1	SIGNA_LX1.MR30.1 eDelivery item - Voyager	$0.00
M70072HA	1	SIGNA™ Voyager MR30 GOC	$19,500.00
M7079EB	1	Gen 7 DL Performance ICN	$26,037.50
M70072AR	1	SIGNA Voyager 33 to 49 Channel Upgrade	$48,350.00
M7004FW	1	Standard Cabinet Siting Kit	$3,964.70
S7528VP	1	Voyager Preinstallation Collector - AIR Edition Standard Siting	$63,296.73
M6001AA	1	Vent Adapter, Standard 8" Straight Up	$0.00
M3335CE	1	1.5T Calibration Phantoms	$2,730.00
M70012TS	1	Voyager Scan Room Collector - Long	$19,190.00
M70033VL	1	SIGNA Voyager LONG Scan and Equipment Room Kit	$5,850.00
M70022MC	1	Main Disconnect Panel - 380V/400V/415V/480V 50/60Hz	$9,480.00
M1000MW	1	Operator Console Table	$943.50
M7013SW	1	Standard Site Detachable Table Cables	$2,535.00
M70012RP	1	English Language Kit	$0.00
R33012AC	1	Standard Service License	$0.00
M7006NA	1	1.5T 16-channel AIR Anterior Array	$50,472.76
S7529QP	1	1.5T AIR™ MP Arrays and 16CH Shoulder	$93,210.00
E8823NA	1	MRI Audio 1505 Complete system	$10,191.00
E8914DJ	1	Dimplex MR Heat Exchanger 36kW - Standard Ambient Temp, with 1 year warranty and 2 PMs	$45,741.00
E88221XA	1	Medrad MRXperion injector on pedestal mount	$36,435.99
E88221XC	1	Penetration Panel for MEDRAD MRXperion injector	$4,037.17
E88221XD	1	MEDRAD Starter pack of MRXPerion syringe kit XP 65/115VS	$283.78
W2401MR	1	1.5T Launch Classic Training Program	$31,821.96
		Total Quote Subtotal:	***$1,533,311.08***

Qty.	Credits and Adjustments	
1	MR Additional Discount	$-120000.0
	Total Quote Net Selling Price:	***$1,413,311.08***

Payment Terms	Net Due in 45 Days
Billing Terms	100% on Acceptance
Terms of Delivery	FOB DESTINATION
Governing Agreement	Ascension Health ME000000969

This quote is provided solely for information and/or budgetary purposes, and it does not constitute a final price quote or an offer to provide products or services.

Attachment – Bed Complement Data

	Current Licensed	Beds Staffed	Beds Proposed	*Beds Approved	**Beds Exempted	TOTAL Beds at Completion
1) Medical (includes surgical beds)	0		28			28
2) Surgical	0		Included with Medical			Included with Medical
3) ICU/CCU	0		6			6
4) Obstetrical	0		6			6
5) NICU	0		4			4
6) Pediatric	0		0			0
7) Adult Psychiatric	0		0			0
8) Geriatric Psychiatric	0		0			0
9) Child/Adolescent Psychiatric	0		0			0
10) Rehabilitation	0		0			0
11) Adult Chemical Dependency	0		0			0
12) Child/Adolescent Chemical Dependency	0		0			0
13) Long-Term Care Hospital	0		0			0
14) Swing Beds	0		0			0
15) Nursing Home – SNF (Medicare only)	0		0			0
16) Nursing Home – NF (Medicaid only)	0		0			0
17) Nursing Home – SNF/NF (dually certified Medicare/Medicaid)	0		0			0
18) Nursing Home – Licensed (non-certified)	0		0			0
19) ICF/IID	0		0			0
20) Residential Hospice	0		0			0
TOTAL	0		44			44

*Beds approved but not yet in service

**Beds exempted under 10% per 3 year provision

Attachment - MRI, PET, and/or Linear Accelerator

1a. For Magnetic Resonance Imaging (MRI) in a county with a population less than 175,000, describe the initiation of MRI services or addition of MRI scanners as part of the project, or

1b. For Magnetic Resonance Imaging (MRI) in a county with a population greater than 175,000, describe the initiation of MRI services or addition of MRI scanners as part of the project if more than 5 patients per year under the age of 15 will be treated, and/or

2. Describe the acquisition of any Positron Emission Tomography (PET) scanner that is adding a PET scanner in counties with population less than 175,000 and/or

3. Describe the acquisition of any Linear Accelerator if initiating the service by responding to the following:

A. Complete the chart below for acquired equipment.

☐ Linear Accelerator	Mev _____ Types: ☐ SRS ☐ IMRT ☐ IGRT ☐ Other _____ Total Cost*: _____ ☐ By Purchase ☐ By Lease Expected Useful Life (yrs) ___ ☐ New ☐ Refurbished ☐ If not new, how old? (yrs) _____
☑ MRI	Tesla: 1.5 Magnet: ☐ Breast ☐ Extremity ☐ Open ☐ Short Bore ☑ Other Wide Bore Total Cost*: $1,413,311.08 ☑ By Purchase ☐ By Lease Expected Useful Life (yrs) ___ ☑ New ☐ Refurbished ☐ If not new, how old? (yrs) _____
☐ PET	☐ PET only ☐ PET/CT ☐ PET/MRI Total Cost*: _____ ☐ By Purchase ☐ By Lease Expected Useful Life (yrs) ___ ☐ New ☐ Refurbished ☐ If not new, how old? (yrs) _____

* As defined by Agency Rule 0720-9-.01(4)(b)

B. In the case of equipment purchase, include a quote and/or proposal from an equipment vendor. In the case of equipment lease, provide a draft lease or contract that at least includes the term of the lease and the anticipated lease payments along with the fair market value of the equipment.

C. Compare lease cost of the equipment to its fair market value. Note: Per Agency Rule, the higher cost must be identified in the project cost chart.

D. Schedule of Operations:

Location	Days of Operation (*Sunday through Saturday*)	Hours of Operation (*example: 8 am – 3 pm*)
Fixed Site *(Applicant)*	Monday through Sunday	12:00am-11:59pm/24 hrs a day
Mobile Locations *(Applicant)*		
(Name of Other Location)		
(Name of Other Location)		

State of Tennessee
Health Facilities Commission

Andrew Jackson Building

502 Deaderick Street, 9th Floor, Nashville, TN 37243
www.tn.gov/hfc Phone: 615-741-2364

June 3, 2025

Robert Suggs, Director of Strategy
Saint Thomas Health
102 Woodmont Blvd
Nashville, TN 37205

RE: Certificate of Need Application CN2505-015
Ascension Saint Thomas Clarksville Hospital

Dear Mr. Suggs:

This will acknowledge our June 2, 2025 receipt of your application for a Certificate of Need to establish an acute care hospital with 44 licensed beds. The project also seeks to initiate diagnostic and therapeutic cardiac catheterization services, magnetic resonance imaging (MRI) services, and a Level II neonatal intensive care unit (NICU). The address of the project will be an unaddressed site on Highway 76 in the northeastern quadrant of the intersection of Highway 76 and Interstate 24 across Highway 76 from Tennessee Orthopedic Alliance's office building, Clarksville, Montgomery County, Tennessee, 37043.

Several items were found which need clarification or additional discussion. Please review the list of questions below and address them as indicated. The questions have been keyed to the application form for your convenience. I should emphasize that an application cannot be deemed complete and the review cycle begun until all questions have been answered and furnished to this office.

Please submit responses electronically by 4:30 p.m., Tuesday 10th. If the supplemental information requested in this letter is not submitted by or before this time, then consideration of this application may be delayed into a later review cycle.a

1. General

Please provide a completed Bed Count Attachment and a Medical Equipment Information Attachment (for the MRI).

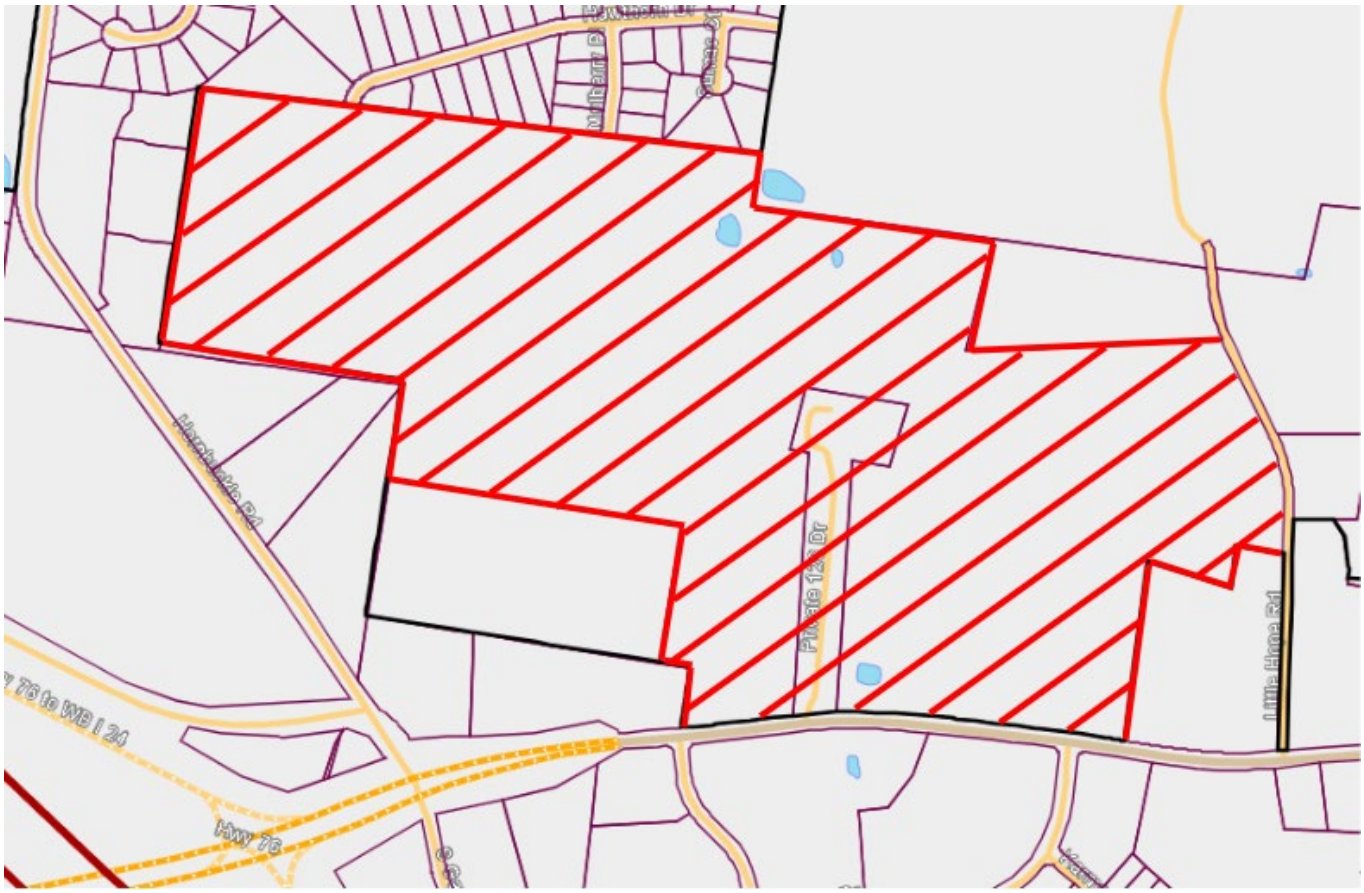
Bed Count Attachment provided as an Attachment in the portal. Additionally, an error that misidentified the number of med/surg beds as 32 (shading on floor plans and in the narrative) was identified in the floor plans submitted. Corrected floor plans representing 28 med/surg beds has been uploaded to the portal.

The Medical Equipment Information Attachment and related MRI vendor quote have been uploaded to the portal.

2. Item 9A., Legal Interest in the Site

Please select Ownership in response to Item 9.A and attach a copy of the title/deed for the site property Parcel 063 04805 00011063.

Saint Thomas Health holds an executed Purchase Agreement (provided as Attachment 9A) for the proposed site that comprises land currently owned by A. Reuther and Demetria G Boyd Family Limited Partnership and Demetria G Boyd, collectively referred to as the Seller.



3. Item 12A., Plot Plan

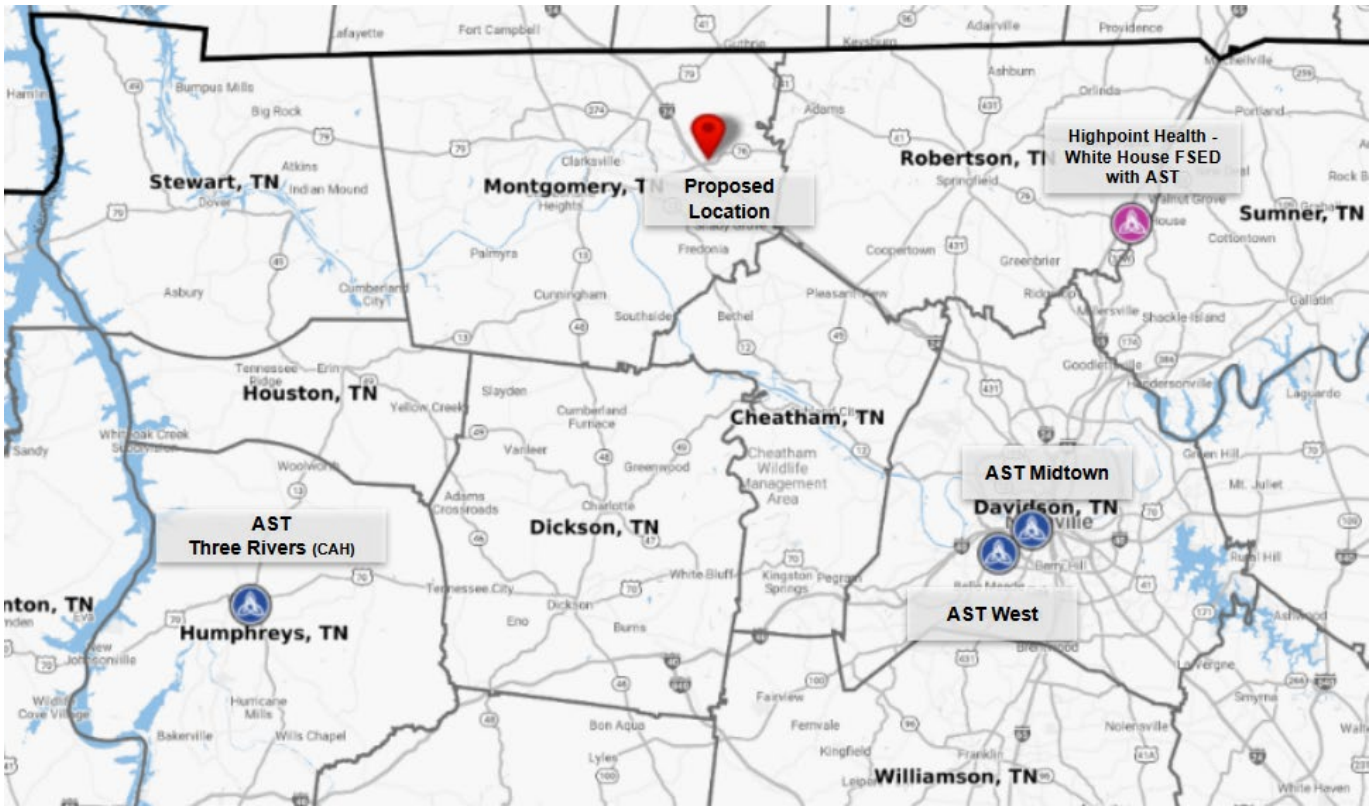
Please attach the referenced Plot Plan.

Provided as Attachment 12A in portal

4. Item 1E., Overview

What is the proximity to the applicant's closest affiliate hospitals?

Saint Thomas Health operates or has affiliate hospitals (via JVs) all across the Middle Tennessee region as noted on the map. The table provides the straight-line and driving distances to the four closest affiliate hospitals. AST West and Midtown will serve as the primary support hospitals, as needed, for the proposed facility particularly in the areas of Heart and Women's Services/NICU.



	Straight-line	Driving Distance
AST West	33.5 mi	45.8 mi
AST Midtown	34.2 mi	38.3 mi
Highpoint Health - Sumner with AST	44.4 mi	54.1 mi
AST Three Rivers (CAH)*	44.3 mi	53.1 mi

*AST Three Rivers is a critical access hospital and is listed only because it is the closest Saint Thomas Hospital to the southwest of the proposed site.

Does the applicant operate any Kentucky based hospitals?

No

Will the applicant provide oncology services at the proposed facility?

General surgeries and ancillary services, such as lab and imaging, at the proposed facility are anticipated to support the oncologic needs of the community.

What surgery types are expected to be performed at the hospital?

Initially, the hospital will offer a range of surgical services (inpatient and outpatient) that will include, but not be limited to, general surgery, orthopedic surgery, spine surgery, women's health procedures, and cardiovascular interventions.

Will the MRI unit service pediatric patients?

Pediatric patients requiring an MRI will be transferred to a facility with the appropriate staffing and capabilities to handle pediatric MRIs

Where are the closest cardiac catheterization programs operated by the applicant's affiliates?

The table below summarizes the straight-line and driving distances to the closest cardiac cath programs operated or affiliated with Saint Thomas Health. AST West is the closest to the proposed facility (straight-line), and operates one of the most robust heart programs in the State with 12 cath labs, an open-heart program with six dedicated ORs as well as a heart transplant program. In 2023, as reported in the most recently available JAR, AST West performed 16,175 cath procedures, 3,545 EP procedures, and 39 heart transplants.

In addition, AST Midtown operates 4 cath labs and Highpoint Health - Sumner operates 2 cath labs.

	Straight-line	**Driving Distance**
AST West 4220 Harding Pike, Nashville, TN 37205	33.5 mi	45.8 mi
AST Midtown 2000 Church St, Nashville, TN 37203	34.2 mi	38.3 mi
Highpoint Health - Sumner with AST 555 Hartsville Pike, Gallatin, TN 37066	44.4 mi	54.1 mi

Source: Google Maps

5. Item 2E., Rationale for Approval

The growth of the Montgomery County population is noted. Are there any additional considerations related to the need for the proposed project such as outmigration levels, lack of access to specific service lines, geographic access, etc.?

- **Outmigration:** Based on 2024 THA data, 43.2% of all inpatients leave the market for care, including 67% of elective inpatient surgeries. High out-migration is especially notable in:
  - Spine: 92.1%

- Cancer: 74.2%
- Neurosciences: 61.0%
- Cardiology: 42.5%

While specific reports of limited or inadequate geographic access are largely anecdotal, the level of outmigration may serve as a meaningful indicator of potential access constraints within the Montgomery County market.

- **System of Care and Network Adequacy:** there are several additional considerations that support the need for the proposed project. Ascension Saint Thomas brings a unique, person-centered approach to care that goes beyond treating medical conditions—we focus on caring for the whole person, including their physical, emotional, and social well-being. Our robust system of care spans the full continuum, from preventive and primary care to acute and post-acute services. We currently operate 14 outpatient sites in Montgomery County, and the addition of an acute care hospital would serve as a keystone for this continuum, strengthening network adequacy and ensuring that patients can receive coordinated, high-quality care close to home.

Does the applicant have any data, through Medicare Compare, internal or third party surveys of the community, etc. that demonstrates gaps in trust, satisfaction or health outcomes in Montgomery County?

	CMS Star	**Leapfrog**
Tennova Clarksville	1 Star	C
Ascension Saint Thomas West	3 Stars (Combined with AST Midtown)	B
Ascension Saint Thomas Midtown	3 Stars (Combined with AST West)	B
Ascension Saint Thomas River Park	5 Stars	No Rating

Note: AST River Park had no Leapfrog rating due to lack of data in the spring validation. Last fall (2024), Leapfrog provided an A safety grade.

Shown above are the CMS Star Ratings and Leapfrog Scores for Tennova, as well as Ascension Saint Thomas West and Midtown—the two closest AST facilities that would support transfer needs for AST Clarksville—and AST River Park, which is most comparable in bed size to the proposed hospital.

Additional CMS Care Compare data is provided in the tables that follow:

	Ascension Saint Thomas Hospital 4220 Harding Rd, Po Box 380 Nashville, TN 37205	Tennova Healthcare-Clarksville 651 Dunlop Lane Clarksville, TN 37040
Overview		
Distance from 37205	0.3 miles	39.2 miles
Overall star rating	★★★☆☆	★☆☆☆☆
Patient survey rating	★★★☆☆	★★☆☆☆
Hospital type	Acute Care Hospitals	Acute Care Hospitals
Provides emergency services?	Yes	Yes

American College of Cardiology (ACC) National Cardiac Data Registries (NCDR) - CardioSmart CardioSmart ACC Find Your Heart a Home: Hospitals				
ACC NCDR Registry	Tennova - Clarksville	Ascension Saint Thomas Hospital West	Ascension Saint Thomas Hospital Midtown	Ascension Saint Thomas Rutherford
CathPCI Registry	Participating	Participating	Participating	Participating
CathPCI Registry Public Reporting Status	Not Participating with ACC	Four Stars in all Measures	Four Stars in all Measures	Four Stars in all Measures
Hospital Care Compare CMS Care Compare				
Measures	National Average	Tennessee avg	Tennova - Clarksville	Ascension Saint Thomas West
Central line-associated bloodstream infections (CLABSI) in ICUs and select	1.0		2.236 No different than national benchmark	0.820 No different than national benchmark

wards				
Death Rate - COPD	9.40%		13% Worse than the national rate	11.5% No different than the national rate
Death Rate - Heart Failure	11.90%		12.8% No different than the national rate	9.6% Better than the national rate
Death Rate - Pneumonia	17.90%		20.8% No different than the national rate	14.9% Better than the national rate
Death Rate - Stroke	13.90%		19.9% Worse than the national rate	13% No different than the national rate
Rate of readmission after discharge from hospital (hospital-wide)	14.60%		15.9% No different than the national rate	14.4% No different than the national rate
Rate of readmission for chronic obstructive pulmonary disease (COPD) patients	18.50%		23.2% Worse than the national rate	18.6% No different than the national rate
Rate of readmission for heart failure patients	19.80%		19.9% No different than the national rate	19.5% No different than the national rate
Hospital return days for heart failure patients (Lower is better)	NA		8.1 days Average days per 100 discharges	-13.2 days Fewer days than average per 100 discharges
Rate of readmission for pneumonia patients	16.40%		18% No different than the national rate	14.6% No different than the national rate
Hospital return days for pneumonia patients	NA		16.7 days Average days per 100 discharges	-15.6 days Fewer days than average per 100 discharges

Additionally, we have submitted letters of support (and will be providing additional letters) from elected officials, local business owners, and community members that highlight the healthcare gaps they have observed in Montgomery County.

Letters of Support Indicate:

- A public perception of weak or low-quality care in the current market.
- A desire for a new, trusted healthcare presence that aligns with Ascension's mission and quality standards.
- The applicant's existing in-market partnerships with Tennessee Oncology, Howell Allen Clinic, TOA, and others reflect strong community and provider support for a new acute care option.

Will the applicant bring new service lines or specialty care to the service area?

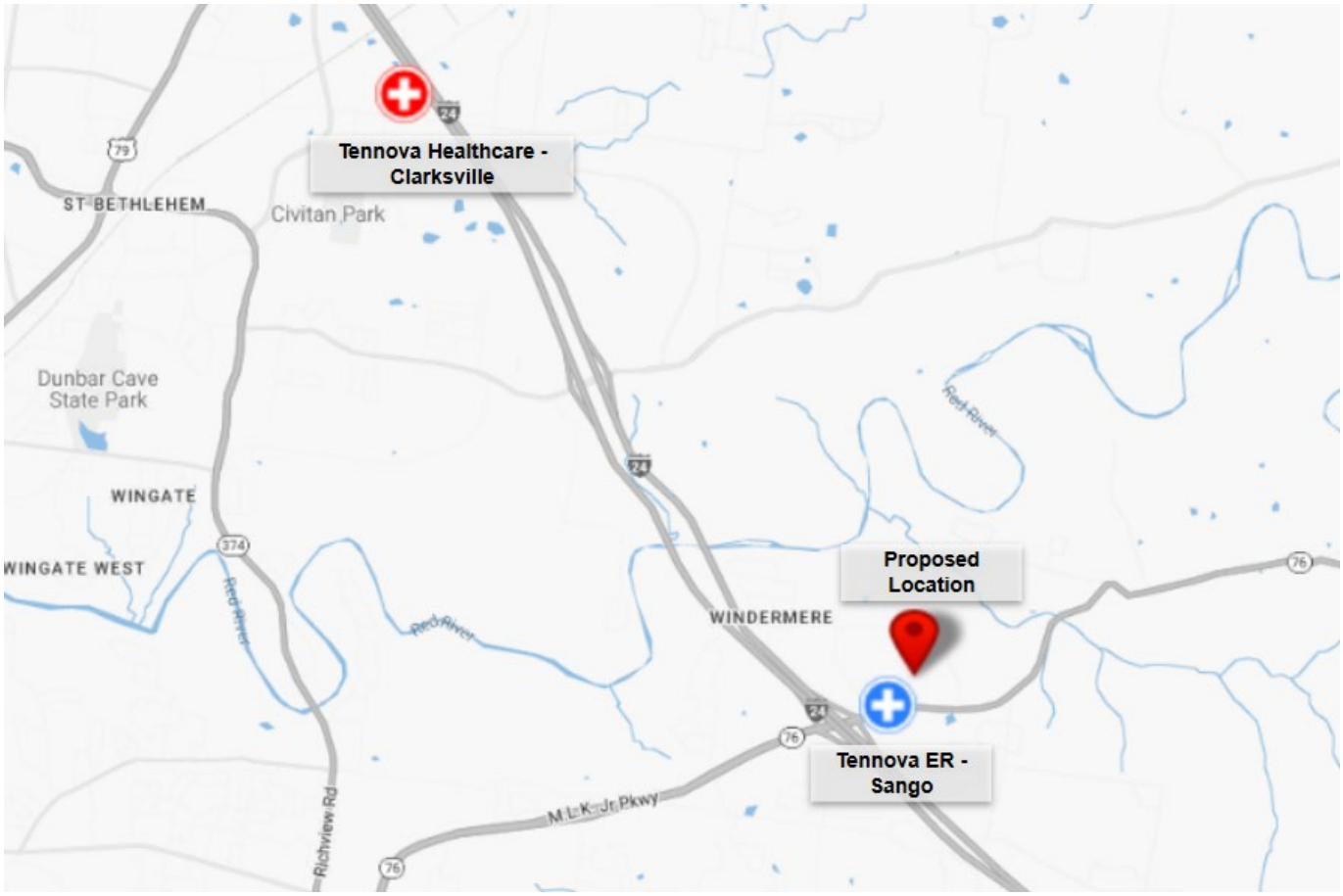
Initially, Ascension Saint Thomas will provide an additional choice to existing care in the Montgomery County area—enhancing access and offering patients a new, trusted option. What sets us apart is our whole-person approach to care, which addresses not only medical needs but also emotional, spiritual, and social well-being. Our robust, integrated system supports patients across the full continuum of care, from low-acuity primary and preventive services to high-acuity specialty and hospital-based care.

As we continue to grow and evolve with the community, we are committed to incorporating new service lines and expanding specialty care to meet the area's changing needs. With a proven track record of investment—including 14 care sites (urgent care, outpatient physical therapy, ambulatory surgery, outpatient imaging) established in Montgomery County over the past 20 years—and a history of growing our presence across Middle Tennessee, Ascension Saint Thomas is well-positioned to deliver care that grows with the community.

What is the distance from the proposed facility to the Tennova Health Clarksville – Main Hospital and the Sango FSED?

	Straight-Line	**Driving Distance**
Tennova Healthcare - Clarksville	5.0 mi	6.7 mi
Tennova ER - Sango	0.26 mi	0.2 mi

Source: Google Maps



6. Item 2N., Service Area

Please map the distances and drive times to existing regional acute care hospitals and emergency departments.

	Straight Line	Driving Distance	Drive Time
Tennova ER - Sango	0.2 mi	0.2 mi	1 min
Tennova Healthcare - Clarksville	5.0 mi	6.6 mi	9 - 14 mins
TriStar NorthCrest	18.0 mi	23.3 mi	32 - 35 mins
TriStar Ashland (CAH)	18.6 mi	24.4 mi	26 - 40 mins
Logan Memorial Hospital	26.2 mi	33.0 mi	44 - 45 mins
Highpoint Health with AST White House FSED	29.9 mi	33.7 mi	45 - 60 mins
Jennie Stuart Medical	27.1 mi	33.8 mi	30 - 40 mins
Houston County Community Hospital	29.3 mi	34.3 mi	40 - 60 mins
TriStar White House FSED	30.8 mi	34.6 mi	45 - 65 mins

TriStar Skyline	31.1 mi	36.0 mi	35 - 45 mins
TriStar East Nashville FSED	32.9 mi	38.8 mi	35 - 55 mins
AST Midtown	34.2 mi	40.9 mi	35 - 55 mins
TriStar Centennial	33.6 mi	41.1 mi	40 - 55 mins
Vanderbilt University Medical Center	35.1 mi	41.5 mi	40 - 60 mins
TriStar Horizon	32.1 mi	41.7 mi	55 - 80 mins
AST West	33.5 mi	43.7 mi	40 - 55 mins

Source: Google Maps; Note: Drive times vary based on route taken

Please discuss the basis for the 90% of patients being residents of Montgomery County. Is this limited amount of in-migration from other counties / states supported by historical utilization in the service area?

The applicant estimates that approximately 90% of patients served by the proposed facility will be residents of Montgomery County. This projection is supported by historical patient origin data from Tennova Healthcare – Clarksville, which shows that 88.77% of their discharges originate from Montgomery County. The remaining 11.23% are distributed among nearby counties, including Stewart (4.96%), Robertson (4.11%), Houston (0.49%), Cheatham (0.86%), and Henry (0.30%). This data demonstrates a highly localized patient base with minimal in-migration from outside the county, validating the 90% assumption used in defining the service area.

With the addition of other acute care options to the community, it is anticipated that in-migration to the community for such services may increase.

7. Item 3N., Demographics

Please update the demographic table to reflect 2025 & 2029.

	Montgomery County	**Tennessee**
2025 Population (Projected)	235,518	7,179,307
2029 Population (projected)	252,377	7,380,696
CAGR (2025 - 2029)	1.7%	0.7%
Women Aged 20-44 (CAGR 2025-2029)	1.1%	0.3%

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-All Ages Current Year 2024	Target Population-All Ages Project Year 2029	Target Population-All Ages % Change	Target Population-All Ages 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
Montgomery County	235,518	252,377	7.2%	235,518	252,377	7.2%	100.0%	32.5	$72,365	309,999	12.6%	44,821	19.0%
State of TN Total	7,179,307	7,380,696	2.8%	7,179,307	7,380,696	2.8%	100.0%	39.1	$67,097	1,011,885	14.0%	1,408,284	19.6%

** Target Population is population that project will primarily serve. For example, nursing home, home health agency, and hospice agency projects typically primarily serve the Age 65+ population. Projected Year is defined in select service-specific criteria and standards. If Projected Year is not defined, default should be four years from current year, e.g., if Current Year is 2022, then default Projected Year is 2026.*

Note: The Median Age is from the U.S. Census Bureau, 2023 ACS 1-year estimates.

The target population is All Ages (total population) and the current year shown in 2025 and the projected year is 2029.

8. Item 4N., Special Needs of the Service Area Population

What are the historical prevalence rates of indicators of need for the types of services proposed by the applicant such as cardiac catheterization - heart attack hospitalizations, deaths from diseases of the heart and NICU, i.e. Preterm Live Births, Low Birthweight Counts, etc.?

ASTCH aims to offer another choice to meet the healthcare needs of Montgomery County, including, but not limited to, cardiac catheterization and neonatal intensive care services in response to well-documented and persistent health needs in Montgomery County. The historical prevalence of key health indicators, as summarized in the table below, strongly supports the necessity of these services.

Montgomery County Data Package

Measure	Montgomery Co			Tennessee		U.S.	
	Value	Year	Trend	Value	Year	Value	Year
Youth Obesity	35.0%	2017	↑	39.2%	2016		
Physical Activity	73.50%	2016	Same	69.4%	2017	75.4%	2018
Youth Nicotine Use: Cigarettes				9.40%	2017	8.80%	2017
Youth Nicotine Use: Vaping				11.50%	2017	13.20%	2017
Drug Overdose: Fatal	57	2018	↑	1818	2018		
Opioid Overdose: Non-Fatal Discharges	171	2017	↑	7,234	2017		
Infant Mortality	6.4	2014-2018	Same	7.1	2014-2018	5.8	2017
Teen Births	28.3	2014-2018	↓	28.6	2014-2018	18.8	2017
Community Water Fluoridation	93.5	2018	Same	88.8%	2018	74.4%	2014
Frequent Mental Distress	13%	2016	Same	13.7%	2018	12.0%	2018
3rd Grade Reading Level	46.4%	2018	↑	36.4%	2019		
Preventable Hospitalizations	1115.6	2017	↑	1559.3	2017		
Per Capita Personal Income	$40.633	2017	↑	$46,895	2018	$54,420	2018
Access to Parks and Greenways	73%	2018	↑	71%	2019	83%	2016
Adult Obesity	33%	2015	↑	34.1%	2018	30.1%	2017
Adult Smoking	21%	2016	↓	20.8%	2018	14.74%	2018
Neonatal Abstinence Syndrome	3.3	1.8	↓	11.4	2018		
Suicide Rate	19.6	2018	↑	16.3	2014-2018	14.00	2017
Educational Attainment: Graduated High School	91.8%	2017	Same	86.6%	2017	87.3%	2017
Educational Attainment: Some College	62.4%	2017	Same	54.0%	2017	60.0%	2017
Rate of Opioid Prescriptions	684.7	2018	↓	901.14	2018	587	2017
Diabetes	12.1%	2016	↑	11.2%	2016	8.5%	2017
Flu Vaccine Rates: Elderly	49.0%	2018	↓	47.37%	2017-18	45.99%	2017-18
Flu Vaccine Rates: 24 month old	63.5%	2018	↑	49.0%	2018		
HPV Vaccine Rate				62.3%	2018	68.1%	2018
Adverse Childhood Experiences				23.7%	2017	19.3%	2017
Heart Disease Death Rate	141.8	2018	↑	242.5	2018	165.0	2017
Cancer Death Rate	145.2	2018	Same	208.8	2018	156	2016
Uninsured Rate	8.8%	2018	↓	11.3%	2017	8.5%	2018

Key
↓ Red = Trending in an Unhealthy Direction
↓ Green = Trending in an Healthy Direction

Likewise, multiple additional factors have been shown to contribute to poor health outcomes within Montgomery County. According to the report published by the Tennessee Department of Health on Montgomery County Vital Signs, and the 2023 CHNA "Drive to the Top Annual Report: Implementing Strategies Towards Improving Health - Montgomery County, TN," published by Tennova Clarksville, there are a myriad of concerns in existence with which the creation of acute care hospital will help to alleviate.

Cardiac Catheterization: Indicators of Cardiovascular Need

Heart Disease and Mortality

- Montgomery County has a high burden of cardiovascular disease. According to the 2025 County Health Rankings, heart disease remains one of the leading causes of death in the region.
- The rate of preventable hospital stays for ambulatory-care sensitive conditions, which includes heart-related issues, was 1,666 per 100,000 Medicare enrollees—well above the national benchmark of 1:1,020. This suggests delayed or inadequate access to early cardiovascular care.

Cardiac Catheterization Utilization

- Between 2021 and 2023, the average number of diagnostic and therapeutic cardiac catheterizations performed in Montgomery County was 2,680 cases across two labs, equating to 95.7% of optimal capacity (1,400 cases per lab), based on state standards.
- This high utilization rate indicates a clear need for additional cardiac catheterization capacity to meet current and future demand.

Population Risk Factors

According to the 2025 County Health Rankings:

- The county has elevated rates of adult obesity (38%), physical inactivity (24.8%), and smoking (20%), all of which are major risk factors for cardiovascular disease.
- The elderly population, aged 65+, currently sitting at 10.3% in Montgomery County, grew by 11.8% from 2020 to 2024, is inferred to be significant based on Medicare utilization rates, further increasing the demand for cardiac services. Given national and state trends, the 65+ age group is expected to grow at a faster rate than the general population, likely exceeding the 2-3% annually, especially as the baby boomer population continues to age.

Neonatal Intensive Care Unit (NICU): Indicators of Maternal and Infant Health Needs

Low Birthweight and Preterm Births

- The low birthweight rate in Montgomery County is 8.2%, exceeding the U.S. benchmark of 6%. Low birthweight is a primary indicator for NICU admission.
- The teen birth rate is 27.4 per 1,000 females aged 15–19, more than double the national benchmark of 11. Teen pregnancies are associated with higher risks of preterm and low birthweight deliveries.

Infant and Child Mortality

- The infant mortality rate is 6.1 deaths per 1,000 live births, above the national benchmark of 4.0.
- The child mortality rate (ages 1–14) is 40 per 100,000, compared to a national benchmark of 20. These figures highlight systemic gaps in pediatric and neonatal care access.

NICU Utilization and Outmigration

- The only existing NICU in the county (Tennova Healthcare - Clarksville) had a 2023 occupancy rate of just 27.8% per the State calculation, but only accounts for patients remaining in market.

Additional Risk Factors

- The 2020 CHA attributes 40% of health outcomes to health behaviors, including smoking, poor nutrition, and lack of prenatal care. These are all risk factors for preterm delivery and low birthweight.
- Other systemic barriers may be impacting maternal and infant health. This is demonstrated in the health outcomes shown within social factors (15%) and environmental conditions (5%)

An additional resource (March of Dimes data) indicates that Montgomery County's preterm birth (12.1%) and low birth weight (8.6%) rates are notably higher than U.S. averages (10.4% and 8.3% respectively), reflecting an important area for health interventions and resource allocation.

Are there any demographic characteristics of the service area population that are associated with disparities in access to care?

Demographic Characteristics for Montgomery County and TN		
Demographic Category	Montgomery County	TN
2024 Population (All Ages)	246,025	7,227,750
Persons under 5 years, percent	7.5%	5.8%
Persons under 18 years, percent	26.6%	22.0%
Persons 65 years and older, percent	10.3%	17.4%
Persons 65 years and older with a disability, percent	11.9%	10.7%
Female persons, percent	50.1%	51.0%
White alone, percent	68.7%	78.4%
Black or African American alone, percent	22.6%	16.5%
American Indian and Alaska Native alone, percent	0.8%	0.6%
Asian alone, percent	2.4%	2.1%
Native Hawaiian and Other Pacific Islander alone, percent	0.4%	0.1%
Two or More Races, percent	5.1%	2.3%
Hispanic or Latino, percent	11.6%	7.5%
Median Household Income	$72,365	$67,097
Persons in poverty, percent	12.6%	14.0%
Language other than English spoken at home, percent	9.8%	8.3%

Source: U.S.Census Bureau, QuickFacts.

- Race and Ethnicity: Certain racial and ethnic groups experience significant disparities in health coverage and access to care, including higher uninsured rates and difficulties accessing mental health services. For instance, AIAN and Hispanic people have significantly higher uninsured rates than White people.

- The percentage to total population for each minority population is greater for Montgomery County compared to Tennessee. Also, the percentage of Hispanic people in Montgomery County is approximately 4 percent greater at 11.6% compared to 7.5% for Tennessee

- Socioeconomic Status: Income and wealth play a crucial role in healthcare access and quality. Individuals with lower socioeconomic status face challenges such as limited access to nutritious foods, exposure to unsafe living or working environments, and unaffordable treatments. Lower income levels are also associated with a higher likelihood of experiencing delays in care and financial distress due to healthcare costs.
  - The percentage of the population within Montgomery living in poverty is 12.6%.

- Age: Older adults with lower incomes may experience higher rates of disability and premature death. While Medicare provides coverage for older adults, racial and ethnic disparities in affordability of healthcare persist within this population.
  - Montgomery County has a greater percentage of seniors (65+) with a disability compared to Tennessee. People with disabilities often experience poorer overall health and face barriers to accessing healthcare due to provider discrimination or lack of accommodations.

- Language and Literacy Skills: Language barriers can hinder effective communication between patients and providers, impacting healthcare access and understanding of treatment options.
  - Approximately 9.8% of the Montgomery County population speak a language other than English compared to 8.3% for Tennessee.

- Gender and Sexual Orientation: Women and the LGBTQ+ community can face discrimination within the healthcare system, limiting their access to quality care. Furthermore, individuals with intersecting identities, such as race and sexual orientation, may experience exacerbated disparities.
  - Approximately 50.1% of the Montgomery County population are women.

ASTCH will contract with TennCare MCOs and Medicare, and is positioned to serve underinsured and underserved groups.

Does the service area have a high birth rate compared to other counties in the region?

The following table summarizes the number of pregnancies and rates per 1,000 females aged 15-44 by county of residence (counties surrounding Montgomery) and the State of Tennessee for the most recent available year (2020) on the TN Department of Health website.

County	Number	Rate/1,000
State	89,554	66.6
Montgomery	3,970	80.8
Stewart	156	70.3

Houston	85	60.3
Dickson	641	63.9
Cheatham	446	59.7
Robertson	905	66.7

Source: TN Department of Health

Montgomery County's pregnancy rate is the highest in the region (defined as Montgomery Co and border counties) and is higher than that of the State. Not shown in the chart, but Montgomery Co has the 3rd highest pregnancy rate in the State, only trailing the rates for Johnson Co (87.0) and Shelby Co (81.8)

Are a high percentage of those deliveries taking place outside of Montgomery County relative to other counties in the region?

Based on THA data over three years (AST fiscal years ending in June) from FY22-FY24, approximately 37.2% of births for patients originating in Montgomery County occurred outside the county.

		Women's Health - Births							
		Discharges				Market Share			
	System	FY22	FY23	FY24	Total	FY22	FY23	FY24	Total
Total Montgomery County	CHS	1,655	1,688	1,576	4,919	64.67%	63.53%	60.36%	62.85%
	Vanderbilt	453	510	525	1,488	17.70%	19.19%	20.11%	19.01%
	AST	260	244	293	797	10.16%	9.18%	11.22%	10.18%
	HCA	122	199	195	516	4.77%	7.49%	7.47%	6.59%
	All Others	69	16	22	107	2.70%	0.60%	0.84%	1.37%
	Total	2,559	2,657	2,611	7,827	100.00%	100.00%	100.00%	100.00%
	% Change	n/a	3.8%	-1.7%					

We did not compare this analysis to other counties as Robertson County is the only other county in the immediate region that has a hospital.

It is noted that 67% of elective surgery patients leave Montgomery County. Please provide more detail on this figure. What types of surgeries are included, are they inpatient or outpatient? Where are patients going for these surgeries outside of Montgomery County?

The statement that 67% of elective surgery patients leave Montgomery County is based on a preliminary analysis performed by AST using THA inpatient data for AST's FY24 of patients originating from the three primary zip codes in Montgomery County: 37040, 37042 and 37043. That analysis identified a total of 2,421 elective surgeries with only 806 remaining in Montgomery County. The remainder (1,615) left the county: 590 to VUMC (24.4%), 495 to TriStar (20.5%) and 510 to AST (21.1%). A nominal amount (0.83%) went elsewhere. The following table summarizes the outmigration by service line.

Service Line	% Outmigrating
Cardiology	75.3%
Neurosciences	98.3%
Spine	100%
Orthopedics	78.4%
Women's Health	36.9%
Cancer	90%
General Surgery	73.5%

9. Item 5N., Service Area Historical Utilization

Please identify the data source for the claim that Tennova Hospital Clarksville has 141 double occupancy rooms, and 84 private rooms.

The applicant relied on a table as shown below from the Tennova Hospital Clarksville neighborhood application (CN2109-027) from 12/15/2021 to attempt to identify a more representative bed count number given that some rooms are double-occupancy. The applicant misinterpreted the table as additive versus an either/or scenario of maximum single and double occupancy beds.

Unit/Bed Type	Single Occupancy Beds	Double Occupancy Beds
Gen. Med-Surg Unit	18	35
Ortho-Joint Center	15	23
COVID Med-Surg (Oncology)	18	27
Cardiovascular Med-Surg	18	35
COVID Med-Surg	15	21
Total	**84**	**141**

Source: TH - C Certificate of Need Application CN2109-027.

What is the applicant's basis for stating that there are only 154 staffed beds at the hospital rather that the 237 reported in the Joint Annual Report?

As a result of the misinterpretation noted in the previous response, the statement regarding 154 staffed beds is also in error.

The State standard calculation for bed occupancy relies on licensed and/or staffed beds for determining occupancy, either 270 and/or 237 as reported in the JAR. This calculation yields an occupancy rate range of 49%-58%.

However, in Tennova's application (CN2109-027) further analysis is provided that states they believe their true single occupancy med/surg bed count is 84 after factoring out specialty beds such as NICU, Rehab, ICU and adjusting out double occupancy. Furthermore, that analysis goes on to state that the administration's belief is that the true calculated occupancy of the med/surg unit beds ranges from 72.6%-97.6% over the years 2018 thru 2021 (through July).

MED-SURG OCCUPANCY ON SINGLE OCCUPANCY BEDS			
Year	**Single occupancy Beds**	**ADC**	**Avg. Occupancy**
2021 (through July)	84	82	97.6%
2020	84	77	91.6%
2019	84	71	84.5%
2018	84	61	72.6%

Please provide greater detail about the contention that "the number of usable beds is lower due to constraints such as infection control, gender mismatches or behavioral health needs that prevent room sharing." What specific data does that applicant have to support the scope of this reduced capacity?

The American Society for Health Care Engineering (ASHE), in collaboration with the CDC and other healthcare organizations, published a guide titled "Using the Health Care Physical Environment to Prevent and Control Infection." It emphasizes that:

- Infection Control Risk Assessments (ICRAs) are essential in determining room usage.
- Patients with infectious diseases often require isolation, making shared rooms unusable

Research from The Center for Health Design indicates that well-designed private rooms with proper ventilation significantly reduce nosocomial infection rates.

According to a recent study by the University of North Texas Health and Science Center, examining discharge records for more than one million inpatients across 335 Texas hospitals, the research team found that patients who stayed in bay (double occupancy) rooms had 64% more central line infections than patients who stayed in private rooms.

The Joint Commission's 2025 National Patient Safety Goals highlight the importance of:

- Suicide prevention and behavioral health safety, which often necessitate single-room assignments for at-risk patients.

These safety protocols reduce the number of patients who can be safely placed in shared rooms.

While not always explicitly stated in regulations, gender mismatches are a well-documented operational challenge:

- Hospitals often avoid placing patients of different genders in the same room unless absolutely necessary, especially in adult care settings.
- This practice, though not always mandated, is driven by patient satisfaction, privacy, and dignity concerns.

The total number of patient days reported for all three years in response to Item 5N appear to be incorrect. This also affects the occupancy rate for 2023. Please revise the tables in the application.

The applicant acknowledges the discrepancy in the previously submitted patient day totals and occupancy rates and has revised the figures accordingly. Corrected figures are reflected in the revised tables below.

Item 5N - Service Area Historical Utilization

Facility	County	2023 Licensed Beds	Bed Days Available	Patient Days			Licensed Occupancy			% Change in Patient Days 2021-2023
				2021	2022	2023	2021	2022	2023	
Tennova Health Clarksville	Montgomery	270	98,550	51,458	49,173	52,412	52%	50%	53%	2%
TOTAL		270	98,550	51,458	49,173	52,412	52%	50%	53%	2%

Facility	County	2023 Staffed Beds	Bed Days Available	Patient Days			Staffed Occupancy			% Change in Patient Days 2021-2023
				2021	2022	2023	2021	2022	2023	
Tennova Health Clarksville	Montgomery	237	86,505	51,458	49,173	52,412	59%	57%	61%	2%
TOTAL		237	86,505	51,458	49,173	52,412	59%	57%	61%	2%

Source: Joint Annual Report for Hospitals

Item 5N - Service Area Historical Utilization Based on Estimated TH-C Single Occupancy Room Utilization

Facility	County	2023 Staffed Beds	Bed Days Available	Patient Days			Staffed Occupancy			% Change in Patient Days 2021-2023
				2021	2022	2023	2021	2022	2023	
Tennova Health Clarksville	Montgomery	154	56,210	51,458	49,173	52,412	92%	87%	93%	2%
TOTAL		154	56,210	51,458	49,173	52,412	92%	87%	93%	2%

10. Item 6N., Applicant's Historical and Projected Utilization

Please provide the sourced underlying data in addition to the methodological assumptions used in the development of the applicant's projections.

Please include a breakdown of projection methodology for the cardiac catheterization services, NICU Level II services, and MRI services in addition to the acute care bed need modeling.

Please describe any factors contributing to the outmigration of patients for inpatient, cardiac catheterization, and NICU services, and how the applicant believes it will contribute to retention of those patients.

The applicant's projections for acute care beds, cardiac catheterization services, NICU Level II services, and MRI utilization are based on a combination of historical utilization data, population growth trends, and internal modeling. The primary data sources include the Tennessee Department of Health's Joint Annual Report (JAR), the Tennessee Health Facilities Commission's MRI Equipment Utilization Report, and population projections from the University of Tennessee's Boyd Center for Business & Economic Research.

For acute care bed need, the applicant used the standard methodology outlined in the State Health Plan. The current average daily census (ADC) for Montgomery County was calculated using 2023 patient days (84,462 ÷ 365 = 231.4). This was scaled to the projected service area population (SAP) for 2029 (273,822), resulting in a projected ADC of 251.63. Applying the standard formula for bed need—ADC plus 2.33 times the square root of ADC—yields a projected need of approximately 289 beds. Given that projected occupancy exceeds 80%, the adjusted need is calculated as ADC ÷ 0.8, resulting in a final projected need of 315 acute care beds.

The following methodology was also used to validate the need for beds in the defined service area:

1. Emergency Department (ED) Need Model

- **Approach:**
  - Assessed current ED volumes and trends by ZIP code.
  - Incorporated service area population growth and demographic projections.
  - Considered shifts toward value-based care and alternative care sites (e.g., urgent care).
  - Evaluated access gaps and patient migration patterns.
  - Built multiple scenario models with factors like market dynamics and market investments from existing and/or new operators.
- **Final Assumption:**
  - Final model chose the most reasonable outcome based on current STH market penetration and expected market share capture.

---

2. Inpatient (IP) Bed Need Model

Step 1: Volume Estimation by ZIP Code

- **Data Sources:**
  - Population projections from 2022-2070 Boyd Center Population Projections
  - 2024 Discharge volumes from Tennessee Hospital Association (THA)

- National and regional benchmarks from 2023 JARs and Cost Reports
- **Key Variables:**
- ZIP-code level growth trends
- ZIP-code level market share estimates based on:
  - Competitor presence
  - Drive times and traffic patterns
  - Historical STH market penetration
  - Existing STH assets/access points in the market
  - Existing provider relationships in the market
- In-migration estimates for patients from outside the service area based on current trends

Step 2: Bed Demand Modeling

- **Inputs:**
- Service Area Population and Projected Population (2029)
- Current State Service Area Use rates and Days of Care
- Current State Service Area Average Length of Stay (ALOS)
- Current State Service Area Occupancy rates
- **Output:** Projected inpatient bed need based on expected utilization and market dynamics

---

Additional Considerations

- Utilization of urgent care and other low-acuity access points
- Health system investments and provider alignment in the region
- Patient travel behavior and access barriers

This structured approach ensured that both current service gaps and future demand were thoroughly evaluated, supporting the case for the proposed hospital's size and service offerings.

For cardiac catheterization services, the applicant used historical utilization data from the Tennessee Department of Health to determine a historical use rate for the service area. This use rate was then applied to the current population and projected population to determine estimated volumes. The additional capacity ASTCH will add to the market will help reduce out-migration and address the projected growth in procedures based on SDOH and an aging population.

For NICU Level II services, the applicant used birth data (from THA) and population growth among females aged 15–44. This estimated birth rate* was then applied to the current state and projected population of the female 15-44 category. Additionally, Montgomery County's birth cohort is growing at 1.5% annually, compared to 0.6% statewide.

*Based on the 2023 estimated population of 246,025 (TDH) and approximately 3,200 live births reported in Montgomery County (THA data), the estimated crude birth rate is 13.01 births per 1,000 population.

For MRI services, the applicant used a similar approach as the NICU by determining an estimated use rate based on available JAR data. This service area use rate was then applied to the current and projected population to determine an estimated volume for the defined service area. ASTCH then applied a reasonable market share capture based on current market share, provider alignment and reduced out-migration for patient preference. The applicant projects 2,404 procedures in Year 1, increasing to 2,511 by Year 3. These projections exceed the minimum thresholds of 2,160, 2,520, and 2,880 procedures for Years 1–3, respectively. The MRI unit will be a fixed, non-specialty unit located within the hospital's radiology department. Countywide MRI utilization in 2023 was 85.1% of capacity, supporting the need for an additional unit.

Outmigration is a significant factor across all service lines. In 2023, only 52% of Montgomery County residents received inpatient care at Tennova Healthcare – Clarksville. The remaining 48% sought care elsewhere, including 41% in Davidson County. For cardiac catheterization, patients often travel to Nashville for higher-acuity services or due to limited local capacity. Similarly, many expectant mothers leave the county to deliver at facilities with NICU capabilities. ASTCH is designed to address these gaps by offering a full-service acute care hospital with cardiac cath, NICU, and MRI services, thereby improving local access and reducing the need for patients to seek care outside the county.

Consumer choice is one factor impacting out-migration from Montgomery County. Patients currently only have one choice for IP care in the market. Consumer choice combined with increased access to healthcare services can significantly improve affordability for patients. When consumers have the ability to choose among multiple providers and care settings, it fosters competition, which can drive down prices and encourage providers to offer more cost-effective services. Improved access also helps patients receive timely care, preventing the progression of illnesses that would otherwise require more intensive and costly treatments later on. Together, these factors reduce financial strain, lower the risk of medical debt, and contribute to better health outcomes and economic stability. Additionally the proposed hospital will care for all patients regardless of insurance product or ability to pay in alignment with STH's mission and charity care policies.

11. Item 7N., Outstanding CONs

Please provide a status update on each of the listed outstanding CONs.

CON Number	Project Name and Status	Date Approved	Expiration Date
CN1903-008	Providence Surgery Center: No longer pursuing. CON to be surrendered.	August 28, 2019	February 1, 2026
CN2202-005	Ascension Saint Thomas River Park Hospital: No longer pursuing.	April 27, 2022	June 1, 2025
CN2407-019	Sumner Regional Medical Center: Under construction and progressing according to plan.	October 23, 2024	December 1, 2027
CN2401-001	Premier Radiology Clarksville: Recently settled litigation with intent to develop the ODC	March 27, 2024	May 1, 2026

12. Item 1C., Transfer Agreements

Please list the hospitals that the applicant intends to establish transfer agreements with, specifically for transfers of open heart and NICU Level II & IV hospitals**.**

Open heart: Ascension Saint Thomas West Hospital
NICU: Ascension Saint Thomas Midtown Hospital

13. Item 2C., Commercial Plans

Are there any major commercial plans that the applicant does not currently accept?

UHC offers a product called "Core," which we are not currently part of. This is just one plan within the broader UHC portfolio—we participate in all other UHC plans.

Some Vanderbilt employees are enrolled in a plan that includes limited access to Ascension providers through the VHAN network. While Ascension is included to some extent, coverage details are largely tied to individual plan benefits.

We are not participants in Devoted and Wellcare Medicare Advantage plans at this time.

14. Item 3C., Effects of Competition / Duplication

Please identify any known differences in service lines, specialty care, specific innovative programs, that the applicant will offer in comparison to the existing hospital in Montgomery County.

Please describe any specific strategies of the applicant that will support consumer benefits from the proposed facility, i.e. reduced wait times, reduced outmigration and travel times, improved quality of care, reduced costs to patients and payors, etc.

Please identify any known differences in payor sources accepted, charity care rates, between the applicant and the existing hospital in Montgomery County.

Initially, Ascension Saint Thomas will provide an additional choice to existing care in the Montgomery County area—enhancing access and offering patients a new, trusted option. What sets us apart is our whole-person approach to care, which addresses not only medical needs but also emotional, spiritual, and social well-being. Our robust, integrated system supports patients across the full continuum of care, from low-acuity primary and preventive services to high-acuity specialty and hospital-based care.

As we continue to grow and evolve with the community, we are committed to incorporating new service lines and expanding specialty care to meet the area's changing needs. With a proven track record of investment—including 14 care sites (urgent care, outpatient physical therapy, ambulatory surgery, outpatient imaging) established in Montgomery County over the past 20 years—and a history of growing our presence across Middle Tennessee, Ascension Saint Thomas is well-positioned to deliver care that grows with the community.

Ascension Saint Thomas (AST) is committed to delivering high-quality, patient-centered care through a range of strategies that directly benefit consumers. A key component of this commitment is a dedicated Quality Improvement team that continuously analyzes performance metrics and implements best practices to enhance patient outcomes, reduce wait times, and streamline care delivery. This team partners closely with focus groups to gather real-time patient feedback and identify actionable improvements in the patient experience, ensuring that the services provided align with community needs and expectations.

By expanding services through the proposed facility, AST is well-positioned to attract and retain a broader range of specialists to the Clarksville area. This will significantly reduce the need for patients to travel long distances for specialty care, thereby lowering outmigration rates and bringing advanced medical services closer to home. This localized access not only improves convenience and continuity of care but also reduces the financial and logistical burdens on patients and their families. ASTCH will collaborate with Ascension's regional network of specialty providers, including Tennessee Orthopedic Alliance (TOA), Tennessee Oncology, Howell Allen Clinic, Premier Radiology as well as others to bring advanced subspecialty care directly into the community.

Furthermore, AST's integrated care model and ongoing investments in efficiency are designed to reduce the overall cost of care for both patients and payors, without compromising quality. Through these efforts, AST ensures that residents of Clarksville and surrounding communities have timely access to comprehensive, high-quality healthcare services.

The letter of support provided by Marc Barclay, SVP, Provider Network Management of BCBS of TN summarizes succinctly the anticipated positive impact the proposed ASTCH would have on the community, *"We also work closely with Ascension Saint Thomas in our narrow networks and specialty networks. These networks are designed to improve quality, streamline care, and reduce unnecessary costs - while still ensuring members have access to the right care at the right time. That's where Ascension Saint Thomas truly stands out. They're an ideal partner - strong character, forward-thinking, and committed to delivering care that meets people where they are. Their ability to support complex care needs, offer access to specialists, and focus on the whole person makes them a vital part of our network and a strong partner in improving community health."*

The proposed facility will accept all major commercial insurance plans, Medicare, and TennCare. The applicant projects that approximately 15% of its patients will be covered by TennCare or other Medicaid programs.

As a facility of Saint Thomas Health, ASTCH will also be contracted with TriCare.

Ascension Saint Thomas offers a charity care policy covering patients on a sliding scale up to 400% of the federal poverty level—one of the most expansive in Tennessee. This provides greater access to discounted healthcare services for residents of Montgomery County. ASTCH will provide care to all patients regardless of ability to pay.

15. Item 4C., Availability of Human Resources

Please discuss the specific clinical leadership and professional staff that will be required to support the initiation of cardiac catheterization and NICU – Level II services for the project.

The cath lab will require:
A cardiac services director, cardiac catheterization manager, charge nurse and nursing team.

NICU Level II services will require:
Women's Services Director or Manager, NICU Assistant Manager, NICU charge nurse, NICU nursing team (including NRP training), Medical Director, Neonatologist, Respiratory Manager, Respiratory Therapy Team, Physical and Occupational Therapy, Speech Therapy, LDRP Assistant Manager, LDRP charge nurse, LDRP nursing team, lactation consultants, dietary and pharmacy

Teams will expand as the programs grow.

Will physicians be employed by the hospital or contracted?

Contracted Providers: ED, Anesthesia, Radiology and Pathology
Employed Providers: Hospitalists, Cardiologists

Please provide more detail about the applicant's strategy to fully staff a new facility of this size. What recent history does the applicant have of staffing a project of this scope in the region?

Ascension Saint Thomas has a comprehensive talent strategy for recruitment and workforce training and development. This includes partnerships with academic institutions (both secondary and postsecondary) and community-based organizations; creation or expansion of training and development programs where gaps may exist; and flexible work schedules and arrangements to meet the needs of the workforce. We anticipate some of the more than 400 dedicated Ascension associates who reside in Clarksville-Montgomery County can continue to serve our ministry closer to home. Through such community partnership and community recruitment efforts, we have successfully fulfilled the staffing needs of multiple expansion projects throughout our long history in middle Tennessee, most recently including the addition of 72 beds and launch of clinical programs like cardiovascular surgery at Ascension Saint Thomas Rutherford.

Will any of the management / administrative function be shared with staff from other affiliate hospitals?

Ascension Saint Thomas Clarksville will have dedicated, onsite Administrative, Clinical and Operational leadership and staff. To ensure operational efficiencies and low-cost, high-quality care for the community, the facility will leverage some existing Ascension shared services such as payroll, accounting, human resources and information technology support.

What services will be provided through contracted providers vs. in-house?

Contracted Providers: ED, Anesthesia, Radiology and Pathology
Employed Providers: Hospitalists, Cardiologists

Contracted Staff: Touchpoint for EVS & FNS, MedXcel (facilities), R1 (Revenue Cycle), The Resource Group (Supply Chain)

16. Item 5C., Licensure, Certification, Accreditation

Please list all relevant disease specific certifications the applicant will pursue in addition to Joint Commission accreditation generally.

Ascension Saint Thomas Clarksville Hospital (ASTCH) will pursue full accreditation from The Joint Commission upon licensure and opening. In addition to general hospital accreditation, ASTCH intends to seek disease-specific certifications aligned with its core service lines and Ascension's system-wide quality initiatives. These include certification in Primary Stroke Center, Chest Pain Center, and Perinatal Care, as well as participation in national quality registries such as the American College of Cardiology's CathPCI Registry and the National Perinatal Information Center (NPIC). These certifications reflect ASTCH's commitment to delivering high-quality, evidence-based care across its cardiovascular, maternal-child health, and emergency services.

What pediatric classification level will the applicant pursue?

For pediatric services, ASTCH will pursue Pediatric Classification Level I, consistent with the scope of services offered at a community hospital with a Level II NICU. This classification ensures appropriate protocols, staffing, and equipment are in place to care for pediatric patients, including newborns requiring intermediate care. ASTCH will not pursue trauma center designation at this time.

Will the applicant pursue designation as a trauma center?

No

17. Item 6C., Projected Data Chart

Please define the calculation used for Adjusted Discharges.

Projected discharges divided by the ratio of inpatient gross charges to total gross charges

18. Item 9C., Charge Comparison

It appears that the Nations Average charge for Heart Failure Patients does not match the amount listed on the Medicare Compare site. Please revise.

The applicant's statement is noted that "Comparisons of gross charges between hospitals will not reflect variations in pricing methodologies such as case rates, per day rates, bundles, etc. with different payers."

The applicant acknowledges the discrepancy noted in the previously submitted national average charge for heart failure patients. The corrected figure, based on the most recent data available from the Medicare Procedure Price Lookup Tool on Medicare.gov, reflects a national average charge of approximately $14,000–$15,000 for inpatient treatment of heart failure. This figure varies slightly depending on the specific DRG code and hospital setting but is consistent with the national benchmark used for comparison purposes.

The applicant also reiterates that gross charge comparisons between hospitals may not accurately reflect true cost differences due to variations in pricing methodologies. Hospitals may use bundled case rates, per diem pricing, or negotiated payer-specific discounts, which can significantly affect the listed charges. Therefore, while national averages provide a useful reference point, they should be interpreted with caution when comparing across institutions.

Can the applicant provide any data supporting the potential for lower costs to consumers and payors that may result from the establishment of this new facility and the introduction of a new provider to the service area relative to existing providers? Are there any specific service lines where these lower costs are projected to be realized?

The letter of support provided by Marc Barclay, SVP, Provider Network Management of BCBS of TN summarizes succinctly the anticipated positive impact the proposed ASTCH would have on the community, *"We also work closely with Ascension Saint Thomas in our narrow networks and specialty networks. These networks are designed to improve quality, streamline care, and reduce unnecessary costs - while still ensuring members have access to the right care at the right time. That's where Ascension Saint Thomas truly stands out. They're an ideal partner - strong character, forward-thinking, and committed to delivering care that meets people where they are. Their ability to support complex care needs, offer access to specialists, and focus on the whole person makes them a vital part of our network and a strong partner in improving community health."*

ASTCH will also maintain a robust financial assistance policy and accept TennCare, with an estimated 15% of patients expected to be covered by Medicaid. These commitments support affordability and access for underserved populations in Montgomery County.

Ascension Saint Thomas offers a charity care policy covering patients on a sliding scale up to 400% of the federal poverty level—one of the most expansive in Tennessee. This provides greater access to discounted healthcare services for residents of Montgomery County.

19. Item 10C., Payor Mix Chart

Please identify and describe the source of the ZIP Code data that was utilized to generate this payor mix data?

The reference to zip codes was a typo. Montgomery County THA data was the basis of the payor mix assumption.

What does the "Other" row include?

Miscellaneous/Other, Auto Insurance, Indigent care

Does the applicant project a high percentage of TriCare patients given the presence of Fort Campbell?

The applicant is anticipating approximately 13% TriCare as a result of the presence of Fort Campbell. For comparison, TriCare represents about 2% of the overall payor mix across the broader service area of Saint Thomas Health.

20. Item 3Q., Accreditation, Certification & Licensure

Please confirm that the applicant will satisfy the following per HFC Rule 0720-11-.01:

(h) For Cardiac Catheterization projects:
1. Whether the applicant has documented a plan to monitor the quality of its cardiac catheterization program, including but not limited to, program outcomes and efficiencies; YES
2. Whether the applicant has agreed to cooperate with quality enhancement efforts sponsored or endorsed by the State of Tennessee; and YES
3. Whether the applicant will staff and maintain at least one cardiologist who has performed 75 cases annually averaged over the previous 5 years (for an adult program), and 50 cases annually averaged over the previous 5 years (for a pediatric program). YES

(x) Participation in the National Cardiovascular Data Registry, for any Cardiac Catheterization project. YES

Please respond to the following service specific criteria questions as an attachment labeled Attachment 1N-Supplemental #1 – Acute Bed Standards.

21. Item 1N., Project Specific Criteria, Acute Care Bed Need, Item #2 Quality Considerations

Please list the required measures in response to Criterion #2.

There are no existing STH hospitals located within Montgomery County, therefore, the following table reflects data for STH's West and Midtown hospitals (reported together in Hospital Compare).

Criteria 2: Quality Considerations

CDC's NHSN Measures				
Measure	**Source**	**National Benchmark**	**Hospital Standardized Infection Ratio**	**Hospital Evaluation (above, at, or below national benchmark**
CAUTI	Hospital Compare: Complications & Deaths – Healthcare associated	SIR national benchmark = 1	0.551	Below
CLABSI	Hospital Compare	SIR national benchmark = 1	0.82	Below
MRSA	"	"	0.515	Below
C.diff.	"	"	0.292	Below
Surgical Site Infections				
SSI: Colon	"	"	1.148	Above
SSI: Hysterectomy	"	"	1.856	Above
		National Average	**Tennessee Average**	**Hospital Percentages**
Healthcare work influenza vaccinations	"	81%	80%	86%

Data Source: Hospital Compare - https://www.medicare.gov/care-compare/?providerType=Hospital&redirect=true

22. Item 1N., Project Specific Criteria, Acute Care Bed Need, Item #1 Determination of Need

Please utilize the Tennessee Department of Health Bed Need projections in response to Criterion #1.

The Tennessee Department of Health (TN DOH) Bed Need projections are shown in the following table. The bed need for Montgomery County is a surplus of 53 beds; however, the bed need does not reflect the total Service Area Population for Montgomery County.

- The Service Area Population for 2023, 2025 and 2029 does not appear to include the total population for Montgomery County, which is as follows, as provided by the Tennessee Department of Health, Division of Population Health Assessment:
  - 2023: 227,061
  - 2025: 235,518
  - 2029: 252,377
- The TN DOH bed need calculations do not account for outmigration from Montgomery County; instead, it only considers those treated at hospitals within each county. In 2023, approximately 48 percent of patients from Montgomery County sought care outside of their home county. The significant outmigration suggests inadequate access to hospital facilities and services, both geographically and programmatically.

Hospital Discharges by County of Residence - Outmigration

	2021	2022	2023
Montgomery County Resident Discharges:			
To Montgomery County Hospitals	9,148	8,823	9,698
Outmigration from Montgomery County	8,067	8,438	8,797
Total Montgomery County Resident Admissions	17,215	17,261	18,495
Percent Outmigration from Montgomery County	46.9%	48.9%	47.6%

Source: Joint Annual Report of Hospitals, 2021, 2022 and 2023.

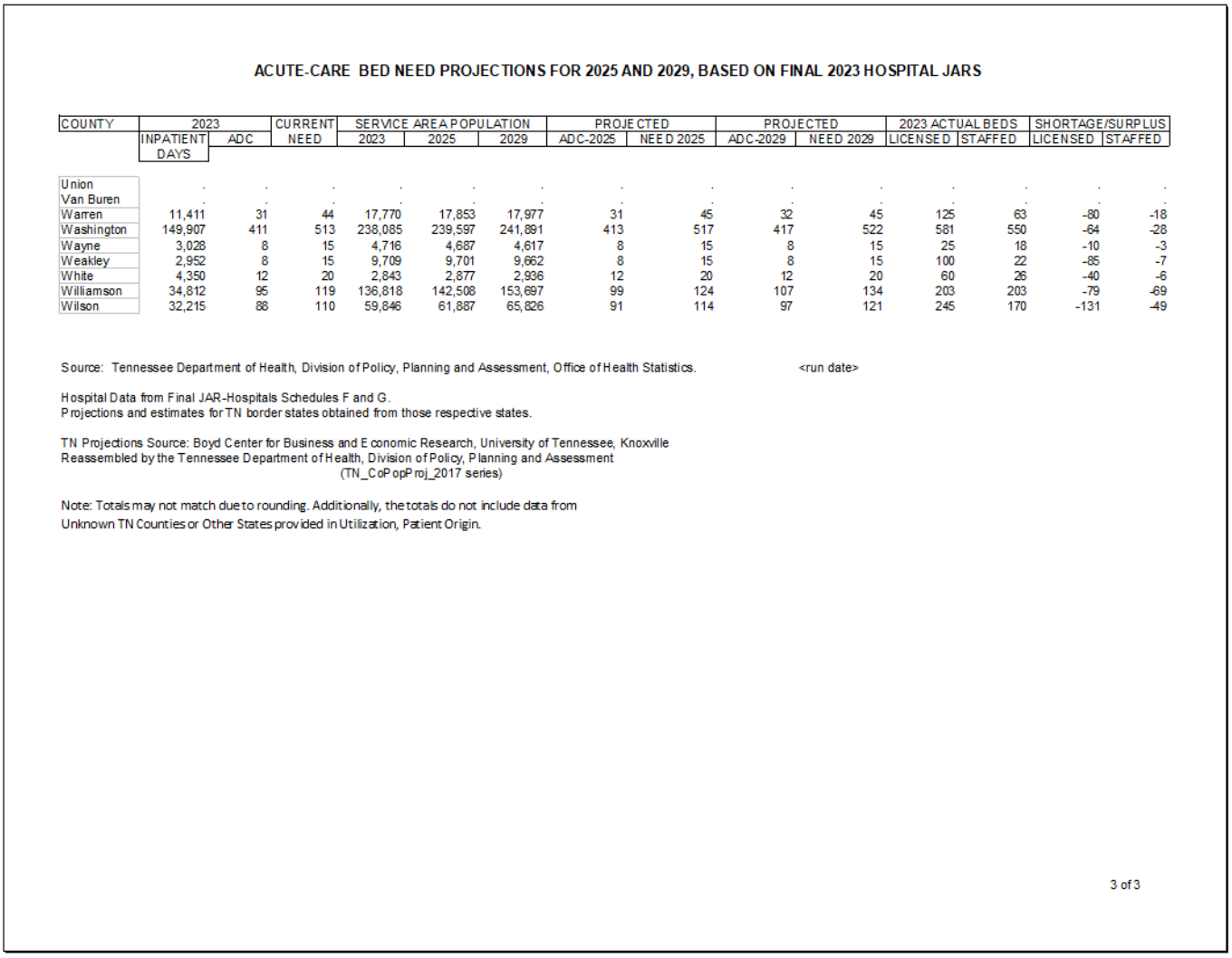
- Factoring in the Montgomery County outmigration of approximately 9,200 discharges translates to an estimated average daily census of 101, assuming a four-day length of stay, resulting in a need for an additional 126 beds within Montgomery County.
- The TN DOH bed need calculations do not factor in staffed beds used for observation patients, which could impact the overall assessment of bed availability and hospital capacity.
- The estimated single-room occupancy utilization, based on staffed beds, at the existing hospital in Montgomery County, TH-C is as follows, and as shown in the response for 5N:
  - 2022: 87%
  - 2023: 93%
- The occupancy rate is above the 80 percent threshold as stated in the Standards and Criteria for Acute Care Beds: "All existing hospitals in the proposed service area have an occupancy level greater than or equal to 80 percent for the most recent Joint Annual Report. Occupancy should be based on the number of staffed beds for two consecutive years."

ACUTE-CARE BED NEED PROJECTIONS FOR 2025 AND 2029, BASED ON FINAL 2023 HOSPITAL JARS

COUNTY	2023		CURRENT	SERVICE AREA POPULATION			PROJECTED		PROJECTED		2023 ACTUAL BEDS		SHORTAGE/SURPLUS	
	INPATIENT DAYS	ADC	NEED	2023	2025	2029	ADC-2025	NEED 2025	ADC-2029	NEED 2029	LICENSED	STAFFED	LICENSED	STAFFED
Anderson	41,298	113	141	69,706	70,165	70,864	114	142	115	144	283	176	-141	-32
Beford	4,368	12	20	10,172	10,390	10,807	12	20	13	21	60	24	-40	-3
Benton	997	3	7	1,347	1,348	1,346	3	7	3	7	25	15	-18	-8
Bledsoe	1,582	4	9	1,660	1,684	1,722	4	9	4	9	25	25	-16	-16
Blount	160,537	440	550	268,072	272,402	280,259	447	559	460	575	1,256	890	-697	-315
Bradley	45,724	125	157	88,004	89,213	91,453	127	159	130	163	351	182	-192	-19
Campbell	10,893	30	43	10,057	10,013	9,898	30	42	29	42	66	44	-24	-2
Cannon	7,097	19	30	2,506	2,527	2,561	20	30	20	30	60	36	-30	-6
Carroll	4,555	13	21	8,270	8,234	8,143	12	21	12	20	70	35	-49	-15
Carter	15,868	44	59	26,826	26,742	26,488	43	59	43	58	121	60	-62	-2
Cheatham	.	.	.	.	.	.	.	.	.	.	0	0	.	.
Chester	.	.	.	.	.	.	.	.	.	.	.	.	.	.
Claiborne	4,010	11	19	10,092	10,126	10,156	11	19	11	19	85	26	-66	-7
Clay	.	.	.	.	.	.	.	.	.	.	33	4	.	.
Cocke	8,901	24	36	21,160	21,372	21,720	25	36	25	37	74	37	-38	0
Coffee	19,918	55	72	42,872	43,386	44,326	55	73	56	74	184	127	-111	-53
Crockett	.	.	.	.	.	.	.	.	.	.	.	.	.	.
Cumberland	19,897	55	72	43,145	43,911	45,180	55	73	57	75	189	84	-116	-9
Davidson	938,399	2,571	3,214	1,680,506	1,716,944	1,786,545	2,627	3,283	2,733	3,417	4,080	3,488	-797	-71
Decatur	.	.	.	.	.	.	.	.	.	.	.	.	.	.
DeKalb	1,508	4	9	2,687	2,724	2,788	4	9	4	9	71	12	-62	-3
Dickson	29,758	82	103	56,865	57,787	59,475	83	104	85	107	158	112	-54	-5
Dyer	12,660	35	48	24,943	24,941	24,892	35	48	35	48	225	115	-177	-67
Fayette	.	.	.	.	.	.	.	.	.	.	.	.	.	.
Fentress	.	.	.	.	.	.	.	.	.	.	.	.	.	.
Franklin	15,700	43	58	34,898	35,047	35,259	43	58	43	59	152	146	-94	-87
Gibson	1,511	4	9	3,138	3,146	3,157	4	9	4	9	70	25	-61	-16
Giles	6,784	19	29	11,320	11,312	11,266	19	29	19	29	95	38	-66	-9
Grainger	.	.	.	.	.	.	.	.	.	.	.	.	.	.
Greene	19,139	52	69	39,416	39,563	39,727	53	69	53	70	140	85	-71	-15
Grundy	.	.	.	.	.	.	.	.	.	.	.	.	.	.
Hamblen	32,847	90	113	66,474	66,971	67,821	91	113	92	115	167	121	-54	-6
Hamilton	752,442	2,062	2,577	876,001	889,196	913,852	2,093	2,616	2,151	2,688	3,442	2,941	-826	-253
Hancock	286	1	3	661	654	638	1	3	1	3	10	7	-7	-4
Hardeman	333	1	3	859	854	843	1	3	1	3	25	17	-22	-14
Hardin	4,205	12	19	14,945	14,950	14,922	12	19	11	19	58	20	-39	-1
Hawkins	1,007	3	7	2,873	2,873	2,862	3	7	3	7	50	5	-43	2
Haywood	642	2	5	1,506	1,486	1,443	2	5	2	5	9	9	-4	-4
Henderson	2,799	8	14	7,031	7,051	7,073	8	14	8	14	45	29	-31	-15
Henry	11,433	31	44	23,271	23,276	23,224	31	44	31	44	142	55	-98	-11
Hickman	1,582	4	9	898	905	916	4	9	4	9	25	8	-16	1
Houston	1,137	3	7	1,665	1,675	1,689	3	7	3	7	25	13	-18	-6
Humphreys	2,479	7	13	2,065	2,072	2,079	7	13	7	13	25	25	-12	-12

ACUTE-CARE BED NEED PROJECTIONS FOR 2025 AND 2029, BASED ON FINAL 2023 HOSPITAL JARS

COUNTY	2023		CURRENT	SERVICE AREA POPULATION			PROJECTED		PROJECTED		2023 ACTUAL BEDS		SHORTAGE/SURPLUS	
	INPATIENT DAYS	ADC	NEED	2023	2025	2029	ADC-2025	NEED 2025	ADC-2029	NEED 2029	LICENSED	STAFFED	LICENSED	STAFFED
Jackson	.	.	.	.	.	.	.	.	.	.	.	.	.	.
Jefferson	6,684	18	28	15,270	15,468	15,816	19	29	19	29	58	58	-29	-29
Johnson	89	0	1	341	340	336	0	1	0	1	2	2	-1	-1
Knox	437,166	1,198	1,497	872,430	885,426	909,068	1,216	1,519	1,248	1,560	1,870	1,690	-351	-130
Lake	.	.	.	.	.	.	.	.	.	.	.	.	.	.
Lauderdale	364	1	3	988	986	980	1	3	1	3	25	10	-22	-7
Lawrence	7,572	21	31	16,113	16,177	16,263	21	31	21	32	99	80	-68	-48
Lewis	.	.	.	.	.	.	.	.	.	.	.	.	.	.
Lincoln	.	.	.	.	.	.	.	.	.	.	49	34	.	.
Loudon	9,671	27	38	17,094	17,468	18,143	27	39	28	40	50	30	-11	10
McMinn	11,725	32	45	19,970	20,146	20,441	32	46	33	46	190	81	-144	-35
McNairy	.	.	.	.	.	.	.	.	.	.	.	.	.	.
Macon	3,219	9	16	5,670	5,784	6,002	9	16	9	16	25	25	-9	-9
Madison	156,683	429	537	285,038	285,225	285,065	430	537	429	537	771	580	-234	-43
Marion	2,652	7	14	377	377	375	7	14	7	14	70	10	-56	4
Marshall	1,752	5	10	2,369	2,416	2,503	5	10	5	10	25	17	-15	-7
Maury	47,453	130	163	117,449	119,460	123,146	132	165	136	170	255	208	-90	-38
Meigs	.	.	.	.	.	.	.	.	.	.	.	.	.	.
Monroe	12,726	35	49	19,552	19,785	20,171	35	49	36	50	59	63	-10	-13
Montgomery	48,628	133	167	129,141	133,683	142,706	138	172	147	184	270	237	-98	-53
Moore	.	.	.	.	.	.	.	.	.	.	.	.	.	.
Morgan	.	.	.	.	.	.	.	.	.	.	.	.	.	.
Obion	8,541	23	35	26,046	25,955	25,720	23	35	23	34	137	63	-102	-29
Overton	10,249	28	40	16,425	16,556	16,762	28	41	29	41	114	76	-73	-35
Perry	.	.	.	.	.	.	.	.	.	.	.	.	.	.
Pickett	.	.	.	.	.	.	.	.	.	.	.	.	.	.
Polk	.	.	.	.	.	.	.	.	.	.	.	.	.	.
Putnam	63,559	174	218	121,142	123,141	126,741	177	221	182	228	309	245	-88	-17
Rhea	2,485	7	13	5,056	5,112	5,210	7	13	7	13	25	25	-12	-12
Roane	9,905	27	39	19,934	19,967	19,964	27	39	27	39	54	52	-15	-13
Robertson	11,193	31	44	25,481	26,028	27,060	31	44	33	46	109	76	-65	-30
Rutherford	187,667	514	643	377,406	390,774	417,264	532	666	569	711	730	666	-64	45
Scott	4,718	13	21	25,096	25,106	25,062	13	21	13	21	25	12	-4	9
Sequatchie	.	.	.	.	.	.	.	.	.	.	.	.	.	.
Sevier	15,246	42	57	38,823	39,703	41,340	43	58	45	60	79	79	-21	-19
Shelby	934,975	2,562	3,202	1,253,604	1,259,465	1,154,456	2,574	3,217	2,359	2,949	4,642	3,477	-1,425	-528
Smith	4,481	12	20	7,667	7,757	7,909	12	21	13	21	35	32	-14	-11
Stewart	.	.	.	.	.	.	.	.	.	.	.	.	.	.
Sullivan	156,991	430	538	258,394	260,464	264,074	434	542	440	549	1,016	584	-474	-35
Sumner	62,882	172	215	152,373	156,507	164,418	177	221	186	232	326	282	-105	-50
Tipton	4,266	12	20	15,772	15,871	16,023	12	20	12	20	100	36	-80	-16
Trousdale	1,051	3	7	1,157	1,174	1,204	3	7	3	7	25	11	-18	-4
Unicoi	2,194	6	12	4,184	4,193	4,198	6	12	6	12	10	10	2	2



ACUTE-CARE BED NEED PROJECTIONS FOR 2025 AND 2029, BASED ON FINAL 2023 HOSPITAL JARS

COUNTY	2023		CURRENT	SERVICE AREA POPULATION			PROJECTED		PROJECTED		2023 ACTUAL BEDS		SHORTAGE/SURPLUS	
	INPATIENT DAYS	ADC	NEED	2023	2025	2029	ADC-2025	NEED 2025	ADC-2029	NEED 2029	LICENSED	STAFFED	LICENSED	STAFFED
Union	.	.	.	.	.	.	.	.	.	.	.	.	.	.
Van Buren	.	.	.	.	.	.	.	.	.	.	.	.	.	.
Warren	11,411	31	44	17,770	17,853	17,977	31	45	32	45	125	63	-80	-18
Washington	149,907	411	513	238,085	239,597	241,891	413	517	417	522	581	550	-64	-28
Wayne	3,028	8	15	4,716	4,687	4,617	8	15	8	15	25	18	-10	-3
Weakley	2,952	8	15	9,709	9,701	9,662	8	15	8	15	100	22	-85	-7
White	4,350	12	20	2,843	2,877	2,936	12	20	12	20	60	26	-40	-6
Williamson	34,812	95	119	136,818	142,508	153,697	99	124	107	134	203	203	-79	-69
Wilson	32,215	88	110	59,846	61,887	65,826	91	114	97	121	245	170	-131	-49

Source: Tennessee Department of Health, Division of Policy, Planning and Assessment, Office of Health Statistics. <run date>

Hospital Data from Final JAR-Hospitals Schedules F and G.
Projections and estimates for TN border states obtained from those respective states.

TN Projections Source: Boyd Center for Business and Economic Research, University of Tennessee, Knoxville
Reassembled by the Tennessee Department of Health, Division of Policy, Planning and Assessment
(TN_CoPopProj_2017 series)

Note: Totals may not match due to rounding. Additionally, the totals do not include data from
Unknown TN Counties or Other States provided in Utilization, Patient Origin.

3 of 3

23. Item 1N., Project Specific Criteria, Acute Care Bed Need, Item #3 Establishment of Service Area

Does the applicant have any data to provide context for the level of outmigration from the county to other regional hospitals for inpatient care?

In 2023, of the 18,495 hospital patients residing in Montgomery County, approximately 52% received care at Tennova Healthcare – Clarksville, while the remaining 48% sought inpatient services outside the county. Notably, 41% of those who out-migrated traveled to Davidson County, which is approximately 50 miles away. Additionally, Tennessee Hospital Association (THA) data indicates that 43% of patients leave the market for inpatient acute care services and 67% for elective surgeries. These figures underscore a significant level of outmigration, highlighting the need for expanded inpatient capacity and service availability within Montgomery County to better serve local residents and reduce the burden of travel for essential care.

24. Item 1N., Project Specific Criteria, Acute Care Bed Need, Item #4 Relationship to Existing Similar Service in the Area

Please describe the existing patient base being served in Montgomery County through Saint Thomas Health and its affiliates / partners.

Over the past 20 years, Saint Thomas Health has established an ambulatory system of care in Montgomery County that includes 14 care sites:

- 5 urgent care sites experiencing approximately 75,000 annual visits
- historically 3 outpatient physical therapy sites with approximately 57,500 annual visits. Our 4th site opened earlier in 2025 in the Tiny Town community
- 1 ambulatory surgery doing 3,500 annual cases
- 1 outpatient imaging (mobile MRI) performing 4,600 annual MRIs

What types of care are currently provided and to what extent is that patient base out-migrating from Montgomery County for inpatient care?

The applicant has defined Montgomery County as the primary service area for the proposed facility, supported by compelling data on patient out-migration for inpatient care. This outmigration trend underscores the need for improved geographic access and supports the establishment of a new hospital in the eastern portion of the county.

Outmigration Trends from Montgomery County

- In 2023, of the 18,495 hospital patients residing in Montgomery County, only 52% received care at Tennova Healthcare – Clarksville.
- The remaining 48% sought inpatient care outside the county, with 41% traveling to Davidson County, approximately 50 miles away.
- This level of outmigration is significant and reflects both geographic and capacity-related barriers to accessing care locally.

Comparative Regional Context

- Similar trends are observed in other fast-growing counties. For example, in Maury County, over 51% of residents out-migrated for inpatient care in 2022, and in Williamson County, the outmigration rate was 62.8%.
- These patterns are consistent with the experience in Montgomery County and reinforce the need for localized inpatient services to reduce travel burdens and improve continuity of care.

Implications for Service Area Definition

- The high rate of outmigration from Montgomery County, particularly to Davidson County, indicates a gap in local service availability and supports the need for a strategically located facility to retain patients within the county.
- The proposed facility will be located in a more densely populated and rapidly growing area of Clarksville, improving access for residents who currently face long travel times to receive care.

In summary, the outmigration data clearly supports the establishment of Montgomery County as the service area and demonstrates the need for a new hospital to address current access limitations and reduce patient leakage to other regions.

25. Item 1N., Project Specific Criteria, Acute Care Bed Need, Item #8 Adequate Staffing

Does the applicant intend to pursue CIHQ accreditation?

Ascension Saint Thomas will pursue accreditation from The Joint Commission and CMS, not CIHQ alone.

26. Item 1N., Project Specific Criteria, Acute Care Bed Need, Item #11 Quality Control and Monitoring

Does the applicant intend to share data reporting, quality improvement, and outcomes and process monitoring policies with other Saint Thomas Health affiliates or will they be specifically developed for this facility?

Shared data reporting as we are a system except will develop specific criteria if needed for this facility.

Will the facility's QAPI policies include NICU and cardiac catheterization specific requirements?
YES

27. Item 1N., Project Specific Criteria, Acute Care Bed Need, Item #13 Community Linkage Plan

Will behavioral health care be provided at the proposed hospital? If not, what relationships does the applicant have with community partners?

Ascension Saint Thomas Clarksville will not offer inpatient behavioral health services; however, the Emergency Department will treat urgent behavioral health cases and assist patients in connecting to appropriate care. Ascension Saint Thomas maintains strong partnerships across the behavioral health continuum, including an inpatient facility, intensive outpatient programs (IOPs), and a network of outpatient providers and services—ensuring coordinated, community-based support for a wide range of behavioral health needs.

Please respond to the following service specific criteria questions as an attachment labeled Attachment 1N-Supplemental #1 – Cardiac Catheterization Standards.

ASTCH, provides detailed responses to each of the cardiac catheterization standards. Key highlights include:

- ASTCH will comply with all applicable clinical guidelines and accreditation standards, including those from the American College of Cardiology and The Joint Commission.
- The hospital will maintain 24/7 emergency cardiac catheterization services with staff available within 30 minutes of activation.
- ASTCH will participate in quality monitoring, data reporting, and state-endorsed quality initiatives.
- The applicant projects 996 total cardiac catheterization procedures by Year 3, exceeding the minimum volume standard of 400 cases, including at least 75 therapeutic procedures.
- ASTCH will not have on-site open-heart surgery but will follow transfer protocols to ensure timely access to higher-level care.
- The applicant has three interventional cardiologists in the service area, meeting the minimum physician requirements.

This supplemental attachment demonstrates ASTCH's readiness to deliver high-quality cardiac catheterization services in compliance with state standards.

28. Item 1N., Project Specific Criteria, Cardiac Catheterization, Item #2 Facility Accreditation

Are there any specific TJC or other entity certifications that the applicant will pursue related to the operation of its cardiac catheterization labs?

Ascension Saint Thomas Clarksville will seek Joint Commission Disease Specific Care (DSC) Certification for Primary Heart Attack Center and will employ the required RN Coordinator to run the program

29. Item 1N., Project Specific Criteria, Cardiac Catheterization, Item #3 Transfer Agreements

Will the applicant have transfer agreements with any non-affiliate hospitals for open heart surgery capability?

No.

30. Item 1N., Project Specific Criteria, Cardiac Catheterization, Item #7 Staffing Recruitment and Retention

Are the cardiologists listed currently limited to performing cardiac catheterizations at AST affiliate facilities or do they perform in Montgomery County currently?

Three AST Heart cardiologists - Dr. Christopher McClure (interventional cardiologist), Dr. Pradip Mishra (invasive cardiologist) and Dr. Prabodh Mishra (invasive cardiologist) - perform diagnostic cardiac catheterizations in Montgomery County at Tennova currently. Dr. McClure also performs PCIs. They all participate in hospital rounds. Two (Dr. Pradip Mishra and Dr. Prabodh Mishra) participate in the hospital call rotation.

In addition to the full time surgeons, AST Heart provides outpatient general cardiology support with Dr. Ryan Raissi and Dr. Guillermo Nava as well as providing weekly outpatient subspecialty care in heart failure (Dr. Kyle Stribling) and electrophysiology (Dr. Jim Baker, Charles Jolley, and Dr. David Thompson). Clinic based diagnostic services include echo (two machines with a third in progress), nuclear medicine, and stress testing.

31. Item 1N., Project Specific Criteria, Cardiac Catheterization, Item #8 Definition of Need for New Services

Please provide a data report (DR) number for the TDH – OIA utilization data detailed in the response to this item.

The applicant submitted a request for official utilization data from the Tennessee Department of Health – Office of Informatics and Analytics (TDH–OIA) under Data Report Inquiry (DRI) number 35551734 on May 14, 2025. As of the date of this response, the requested data has not been received.

In the absence of the TDH–OIA report, the applicant utilized publicly available data from the 2021, 2022, and 2023 Joint Annual Reports (JARs) for Tennova Healthcare – Clarksville (TH-C) to populate the utilization table included in the response to Item #8. These JARs, submitted annually to the Tennessee Department of Health, provide detailed, self-reported hospital-level data on cardiac catheterization procedures and other service line volumes.

This approach was intended to ensure that the analysis remains as consistent as possible with state planning guidelines while transparently addressing the unavailability of the requested TDH–OIA data to date.

Service Area County	# Cath Labs	2021-2023 Avg. Diagnostic Catheterizations	Diagnostic Catheterizations per Lab	2021-2023 Avg. Therapeutic Catheterizations	Therapeutic Catheterizations per Lab	2021-2023 Avg. Diagnostic and Therapeutic Catheterizations	Utilization per 2,000 Cases (Full Capacity)	Utilization (per 70% of Full Capacity) - 1,400 Cases (Optimum Capacity)
Montgomery County	2	1,124	519	1,556	260	2,680	67.0%	95.7%
Total	2	1,124	519	1,556	260	2,680	67.0%	95.7%

Source: Joint Annual Report for Hospitals for 2021, 2022 and 2023.

32. Item 1N., Project Specific Criteria, Cardiac Catheterization, Item #14 Minimum Volume Standard

Please provide a detailed methodology for the projected catheterization lab utilization presented. Please identify the number of cardiologists included in the projections, the projected case volume by cardiologist.

- Model based on 2023 volume of CATHs in Montgomery County
  - Diagnostic = 1197
  - Therapeutic = 794
- Used 2023 volume to calculate the use rate for each procedure per 1000 Adult lives
  - Diagnostic = 6.42
  - Therapeutic = 4.26
- Use * population (adult only) = volume estimate
- 2029/2030 population projections used for projected volumes for year ½
- Use rate applied to volume estimates

There are currently three full time AST Heart cardiologists in Clarksville. Five additional cardiologists rotate in the outpatient setting to service cardiology patients, electrophysiology patients, and heart failure patients. Cardiac catheterization and device implant volumes average approximately 839 annually, with three cardiologists performing approximately 279 procedures per year each. Considering weekends and federal holidays are emergent situation lab utilization only, it leaves approximately 251 cath days per year, including holidays and vacations, for routine cath lab utilization, emergent utilization, and growth.

How many Montgomery County residents have out-migrated to have their diagnostic and therapeutic cardiac catheterization procedures historically? How many of these patients does the applicant expect to be able to retain through the establishment of this lab?

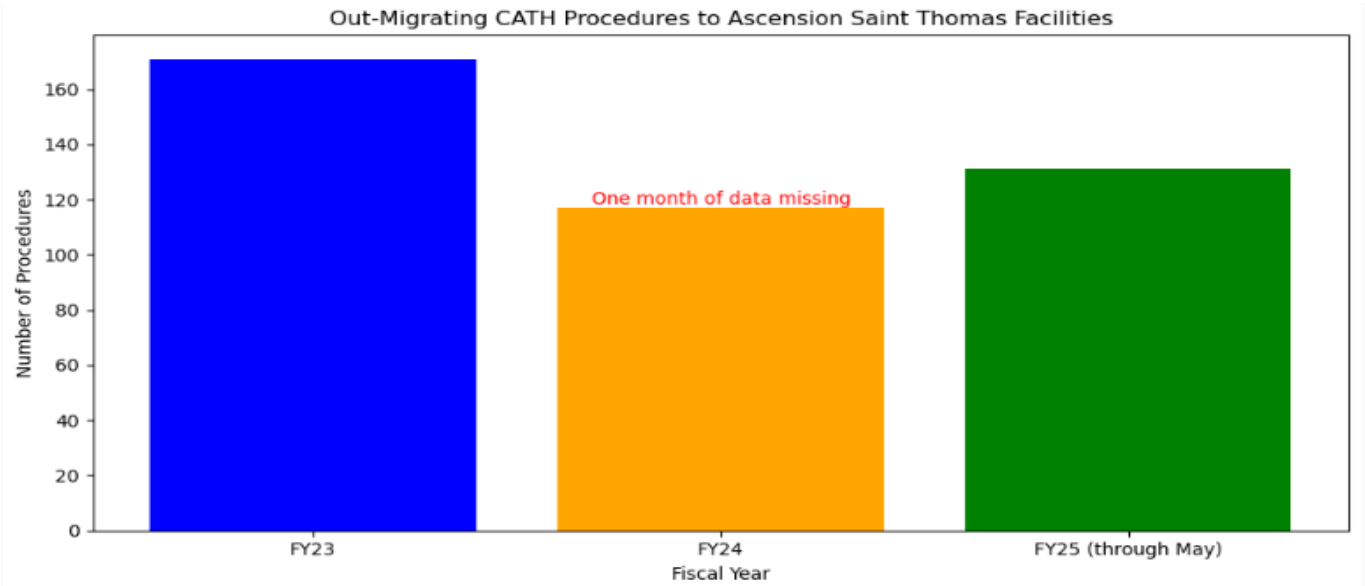
Identifying cardiac catheterization (CATH) procedures in TN state inpatient datasets can be challenging due to the reliance on Diagnosis-Related Group (DRG) codes, which often lack the granularity needed to isolate specific procedures. DRG codes are primarily designed for billing and reimbursement purposes, grouping hospital stays into broad categories based on diagnoses and resource use. As a result, a single DRG may encompass a range of procedures, making it difficult to distinguish whether a CATH procedure was actually performed. Additionally, DRGs may not differentiate between diagnostic and interventional catheterizations, or between cardiac and non-cardiac catheterizations, further complicating analysis.

The out-migration of CATH procedures to facilities outside of Montgomery county is often driven by a combination of local capacity constraints, provider alignment and consumer choice dynamics. When local hospitals face limitations such as insufficient catheterization lab availability, staffing shortages, or restricted scheduling flexibility, patients may be referred—or choose—to seek care elsewhere. Additionally, patients may opt for out-of-county facilities that offer perceived advantages, such as shorter wait times, advanced technology, or affiliations with well-known health systems. This trend is particularly pronounced in regions where local hospitals lack the infrastructure to meet growing demand, reputation for procedural

performance is lacking or where patients have greater mobility and access to information about alternative providers. Patients then face the burden of traveling farther for essential cardiac services.

The out-migration of CATH procedures to Ascension Saint Thomas facilities (table below) reflects a significant portion of patients seeking AST in-network care outside of Montgomery county, likely due to local capacity limitations, provider alignment or patient preference. In fiscal year 2023 (FY23), a total of 171 CATH procedures were performed at Ascension Saint Thomas facilities. This number declined to 117 in FY24, though it's important to note that this figure is understated due to missing data from approximately one month following a spring cyberattack. In FY25, through May (with the fiscal year ending in June), 131 procedures have already been recorded, suggesting a potential rebound or stabilization in out-migration volumes. These figures represent only the in-network out-migration and do not account for patients who may have sought care at other non-AST facilities, meaning the total volume of out-migrated procedures is likely even higher. This trend underscores the ongoing impact of local system constraints and patient decision-making on service utilization patterns.

FY23: 171
FY24: 117 (does not include an estimated one month of data due to the spring cyber attack)
FY25 through May 2025 (FYE = June): 131



33. Item 1N., Project Specific Criteria, Cardiac Catheterization, Item #15 Open Heart Surgery Availability

Please identify the closest hospitals with open heart surgery capability, the distances to those

hospitals and confirm which of those hospitals the applicant plans to establish a transfer agreement with.

There will be a transfer agreement with AST West.

- AST West - 43.7 driving miles from proposed location
- TriStar Centennial - 41.5 driving miles
- VUMC - 41.4 driving miles

What are the projected travel times to these regional hospitals? 1 hour
How are patients requiring transfer expected to be transported? EMS and/or AirEvac

Will the proposed hospital have a helipad? Yes

34. Item 1N., Project Specific Criteria, Cardiac Catheterization, Item #16 Minimum Physician Requirements

Please identify the historical patient volume of each cardiologist separated by diagnostic and therapeutic categories that supports the projection assumptions.

Sum of Units		Year Posted				
CPT Type	Rendering Provider	2022	2023	2024	2025	Grand T
Diagnostic Cath	STPS_Mishra_P	269	280	185	41	775
	STPS_Mishra_P_C	29	150	190	87	456
	STPS_McClure_C	95	91	43	20	249
	zSTPS_Madaelil_P		0			0
Diagnostic Cath Total		393	521	418	148	1480
PCI	STPS_McClure_C	160	226	203	81	670
PCI Total		160	226	203	81	670
Pacemaker	STPS_Mishra_P	69	59	30	19	177
	STPS_Mishra_P_C		22	38	9	69
	zSTPS_Madaelil_P	0	0			0
Pacemaker Total		69	81	68	28	246
ICD	STPS_Mishra_P	42	20	8	14	84
	STPS_Mishra_P_C		18	36	2	56
ICD Total		42	38	44	16	140
Pacemaker or ICD	STPS_Mishra_P_C		1	1	1	3
	STPS_Mishra_P	0				0
Pacemaker or ICD Total		0	1	1	1	3
Grand Total		664	867	734	274	2539

Are the 438 catheterizations per cardiologist, or combined across the three?

Across the three. Please see updated historical data (through May 2025) above per physician.

Please respond to the following service specific criteria questions as an attachment labeled Attachment 1N-Supplemental #1 – MRI Standards.

35. Item 1N., Project Specific Criteria, MRI, Item #1 Utilization Standards

Please provide a detailed methodology for the projected MRI utilization presented.

MRI utilization projections were developed based on internal modeling that incorporates:

- Projected inpatient and outpatient volumes at ASTCH.
- Historical MRI utilization rates across comparable Ascension Saint Thomas facilities.
- Historical MRI utilization rates across Montgomery County IP/OP sites of care.
- Estimated use rate across Montgomery County population
- Population growth trends in Montgomery County.
- Expected referral patterns from affiliated and independent providers in the service area.

The Year 1 projection exceeds the minimum threshold of 2,160 procedures. While Year 2 and Year 3 projections fall slightly below the 100% threshold, they remain well above the 80% efficiency benchmark (2,016 procedures for Year 3), demonstrating strong anticipated demand and operational viability.

It appears that the percentages of the threshold met for Year 2 (2030) and Year 3 (2031) are not correct. Please revise.

Ascension Saint Thomas Clarksville Hospital (ASTCH) is proposing a non-specialty stationary MRI unit as part of its full-service acute care hospital. The following revised table summarizes the projected utilization and corrected percentages of threshold met for the first three years of operation:

Year	Proj. Annual Procedures	Threshold	% of Threshold Met
2029 (Year 1)	2,404	2,160	111.3%
2030 (Year 2)	2,457	2,520	97.5%
2031 (Year 3)	2,511	2,880	87.2%

36. Item 1N., Project Specific Criteria, MRI, Item #4 Need Standard for Non-Specialty Units

Please note that the 80% threshold of 2,880 procedures is the optimal utilization not the full capacity standard and therefore the 85.1% service area utilization does not reflect that the standard has been met as stated in the response. Please clarify.

The MRI Services Standards and Criteria states: *A need likely exists for one additional non-Specialty MRI unit in a Service Area when the combined average utilization of existing MRI service providers is at or*

above 80% of the total capacity of 3600 procedures, or 2880 procedures, during the most recent twelve month period reflected in the provider medical equipment report maintained by the HSDA.

Based on this defined threshold, the need for additional MRIs is present in Montgomery County. When also considering the volume from the Mobile MRI Services LLC Clarksville unit, the utilization based on 3600 max procedures is at 86.75%. *These calculations do not take into consideration MRI procedures outside of the defined service area of patients that originate inside of the service area.

Please respond to the following service specific criteria questions as an attachment labeled Attachment 1N-Supplemental #1 – NICU Standards.

37. Item 1N., Project Specific Criteria, Neonatal Intensive Care Units

Please confirm that the NICU will be able to provide mechanical ventilation for a brief duration (<24 hours) and provide continuous positive airway pressure (CPAP).

Yes, the following equipment is on contract and will be utilized to resuscitate and care to neonatal patients:
- Conventional ventilator with CPAP/NIV capabilities
- 2.0, 2.5, 3.0, 3.5, 4.0, 4.5 uncuffed ET tubes
- Humidified high flow nasal cannula/Vapotherm

38. Item 1N., Project Specific Criteria, Neonatal Intensive Care Units, Item #1 Determination of Need

Please provide a response to Criterion #1.

Determination of need for NICU services was calulated using the following methodology:
- 2023 JAR data for the existing NICU in Montgomery County at TH-C
- Calculated the Montgomery County live birth rate per 1,000 and applied to current and projected population data for Montgomery County
- Applied the birth rate to the projected population of Montgomery County to determine the projected need

39. Item 1N., Project Specific Criteria, Neonatal Intensive Care Units, Item #2 Minimum Bed Standard

Does Saint Thomas Midtown operate a transport program for its Level III NICU?

Saint Thomas Midtown NICU is in the final stages of initiating a dedicated 24/7 neonatal transport team with a go live date of September 1st, 2025.

40. Item 1N., Project Specific Criteria, Neonatal Intensive Care Units, Item #3 Establishment of Service Area

Does the applicant have any data to demonstrate the number of potential births that will require a Level II NICU in Montgomery County?

- Model based on 2023 volume
- Used 2023 volume to calculate the use rate (Female 15-44 pop)
- Use * population = volume estimate
- 2029/2030 population projections used for projected volumes for year ½
- 10% use rate applied to volume estimates (approx. U.S. and TN Rate)
- 10% of an estimated 2896 (2029) Montgomery County Overall Births would require NICU care

Tennova has a staffing problem because they do not have dedicated NICU RTs/so if a baby has to be intubated it requires a transfer; AST Clarksville would staff dedicated RTs; we will keep more because we have a more established/robust staff and resources to care for full acuity Level II; as we deliver the most babies in Middle TN; more examples: we can invest in hyperbili babies; intubated babies; positive pressure babies; vapotherm babies; have connection to Midtown NICU specialty consults & OB High Risk/MFM speciality consult abilities that would allow baby to stay in market versus Tennova to date transfers those cases out

What neonatal providers affiliated with the applicant have practice offices located in Montgomery County?

Tennessee Maternal Fetal Medicine (TMFM) has an office located at 141 Chesapeake Ln Suite 102, Clarksville, TN 37040. Dr. Connie Graves of TMFM currently serves as the Medical Director for Perinatal Services at AST Midtown.

41. Item 1N., Project Specific Criteria, Neonatal Intensive Care Units, Item #9 Adequate Staffing

Please confirm the following staffing elements of at Level II NICU program will be implemented at the proposed facility:

- That deliveries of high-risk fetuses will be attended by an obstetrician and at least two other persons qualified in neonatal resuscitation whose only responsibility is the neonate.

All high risk deliveries will be attended by a NICU registered nurse and the respiratory therapist assigned to the NICU

- With multiple gestations, each newborn should have his or her own dedicated team of care providers who are capable of performing neonatal resuscitation according to the American Heart Association and American Academy of Pediatrics Neonatal Resuscitation Program guidelines.

With each delivery, there will be an NRP trained RN assigned to each baby, as well as an additional provider trained in intubation (ie. respiratory therapist (RRT), neonatal nurse practitioner (NNP), or neonatalist)

- The nurse manager (R.N.) is responsible for all nursing activities in the nurseries of Level II facilities. The nurse manager in a hospital with a Level II nursery must complete the Level II neonatal courses prescribed for staff nurses in the most recent edition of the Tennessee Perinatal Care System Educational Objectives for Nurses, Level II, published by the Tennessee Department of Health.

The Nurse Manager, a Registered Nurse will complete NRP and STABLE within 6 months of hire and as required to maintain competency per Ascension policy in alignment with the Perinatal Care System educational objectives.

- Personnel experienced in dealing with perinatal issues, discharge planning and education, follow-up and referral, home care planning, and bereavement support should be available to intermediate and intensive care unit staff members and families.

A social worker or case manager will be allocated to support both NICU and Obstetric patients for discharge planning, follow-up and referral, home care planning. As a catholic health ministry, our organization also provides chaplain support to patients and personnel to assist with bereavement support.

- Respiratory therapists who can provide supplemental oxygen, assisted ventilation and continuous positive pressure ventilation (including high flow nasal cannula) of neonates with cardiopulmonary disease should be continuously available on-site to provide ongoing care as well as to address emergencies.

Respiratory Therapist will be available 24/7 to support NICU needs

- The staff must include at least one dietitian who has special training in perinatal nutrition and can plan diets that meet the special needs of high-risk neonates. Availability of lactation consultants 7 days a week is recommended to assist with complex breastfeeding issues. 1.6 full-time equivalent lactation consultants are recommended for every 1,000 births based on annual birth volume in Level II perinatal facilities (Association of Women's Health, Obstetric, and Neonatal Nurses Guidelines for Professional Registered Nurse Staffing for Perinatal Units, 2010),

Registered Dieticians will be employed or contracted through our aligned contracted services including at least one personnel with specialized training for perinatal and high risk neonates. Lactation consultants as well as RN personnel with training in breastfeeding needs will be available on site.

- A registered pharmacist with expertise in compounding and dispensing medications, including total parenteral nutrition (TPN) for neonates must be available 24 hours a day, 7 days a week.

A pharmacist with expertise in compounding and dispensing medications including TPN for neonates will be on staff and available 24/7

- Physical facilities and equipment should meet criteria published in the latest edition of the Guidelines for Perinatal Care, jointly published by the American Academy of Pediatrics and the American College of Obstetricians and Gynecologists

- The facilities and equipment at the proposed ASTCH will be modeled after our Level II NICU currently operating at Saint Thomas Rutherford.

42. Item 1N., Project Specific Criteria, Neonatal Intensive Care Units, Item #11 Education

Please confirm the following educational elements of at Level II NICU program will be implemented at the proposed facility:

- Staff Nurses will be skilled in the observation and treatment of sick infants. For Level II facilities, they must complete the Level II neonatal course for nurses outlined in the most recent edition of the Tennessee Perinatal Care System Educational Objectives for Nurses, published by the Tennessee Department of Health. Nurses should maintain institutional unit-specific competencies. In addition, all nurses should be current NRP and S.T.A.B.L.E. providers.

NRP will be completed by the end of orientation and STABLE (incl Cardiac Module)/TDH courses will be completed within 6 months of hire.

- All neonatal care providers should maintain both current NRP and S.T.A.B.L.E. provider status. The S.T.A.B.L.E. Cardiac Module is also recommended.

See previous response.

In accordance with Tennessee Code Annotated, §68-11-1607(c) (5), "...If an application is not deemed complete within sixty (60) days after initial written notification is given to the applicant anby the Commission staff that the application is deemed incomplete, the application shall be deemed void." **For this application the sixtieth (60th) day after written notification is August 4, 2025. If this application is not deemed complete by this date, the application will be deemed**

void. Commission Rule 0720-10-.03(4) (d) (2) indicates that "Failure of the applicant to meet this deadline will result in the application being considered withdrawn and returned to the contact person. Re-submittal of the application must be accomplished in accordance with Rule 072010.03 and requires an additional filing fee." Please note that supplemental information must be submitted timely for the application to be deemed complete prior to the beginning date of the review cycle which the applicant intends to enter, even if that time is less than the sixty (60) days allowed by the statute. The supplemental information must be submitted with the enclosed affidavit, which shall be executed and notarized; please attach the notarized affidavit to the supplemental information.

If all supplemental information is not received and the application officially deemed complete prior to the beginning of the next review cycle, then consideration of the application could be delayed into a later review cycle. The review cycle for each application shall begin on the fifteenth day of the month after the application has been deemed complete by the staff of the Health Facilities Commission. Any communication regarding projects under consideration by the Health Facilities Commission shall be in accordance with T.C.A. ' 68-11-1607(d):

No communications are permitted with the members of the Commission once the Letter of Intent initiating the application process is filed with the Commission.

Communications between Commission members and Commission staff shall not be prohibited. Any communication received by a Commission member from a person unrelated to the applicant or party opposing the application shall be reported to the Executive Director and a written summary of such communication shall be made part of the certificate of need file.

Should you have any questions or require additional information, please do not hesitate to contact this office.

Sincerely,

Thomas Pitt
HFC Health Planner

Enclosure

AFFIDAVIT

STATE OF TENNESSEE

COUNTY OF KNOX

NAME OF FACILITY: Ascension Saint Thomas Clarksville Hospital

I, Robert Subbs, after first being duly sworn, state under oath that I am the applicant named in this Certificate of Need application or the lawful agent thereof, that I have reviewed all of the supplemental information submitted herewith, and that it is true, accurate, and complete.

Signature/Title Director of Strategy

Sworn to and subscribed before me, a Notary Public, this the 4th day of June, 2025, witness my hand at office in the County of Knox, State of Tennessee.

NOTARY PUBLIC

My commission expires July 7, 2027.

TINA S. GARRETT
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY, TENNESSEE

HF-0043

Revised 7/02

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

June 11, 2025

Robert Suggs, Director of Strategy
Saint Thomas Health
102 Woodmont Blvd
Nashville, TN 37205

RE: Certificate of Need Application CN2505-015
Ascension Saint Thomas Clarksville Hospital

Dear Mr. Suggs:

This will acknowledge our June 10, 2025 receipt of your supplemental responses for a Certificate of Need to establish an acute care hospital with 44 licensed beds. The project also seeks to initiate diagnostic and therapeutic cardiac catheterization services, magnetic resonance imaging (MRI) services, and a Level II neonatal intensive care unit (NICU). The address of the project will be an unaddressed site on Highway 76 in the northeastern quadrant of the intersection of Highway 76 and Interstate 24 across Highway 76 from Tennessee Orthopedic Alliance's office building, Clarksville, Montgomery County, Tennessee, 37043.

Several items were found which need clarification or additional discussion. Please review the list of questions below and address them as indicated. The questions have been keyed to the application form for your convenience. I should emphasize that an application cannot be deemed complete and the review cycle begun until all questions have been answered and furnished to this office.

Please submit responses electronically by 12:30 p.m., Friday June 13th. If the supplemental information requested in this letter is not submitted by or before this time, then consideration of this application may be delayed into a later review cycle.

---

1. **Item 1E., Overview**

   Please note that if the applicant does not intend to serve more than 5 patients under the age of 14 annually, a CON is not required to initiate MRI services in

Montgomery County as the population exceeds 175,000. If the applicant will transfer pediatric patients for MRI services, please remove the criteria and standards response for MRI services and remove references to the initiation of MRI services throughout the application including Items 4A, 1N, etc.

Applicant does not intend to serve more than 5 patients under the age of 14 annually and will transfer pediatric patients for MRI services.

Criteria and standards for MRI services have been removed and the application revised accordingly.

2. **Item 3N., Demographics**

Please update the demographic table to reflect 2025 & 2029 using the Boyd Center dashboard data which is accessible via the following link: Boyd Center Population Projections | Tennessee State Data Center.

	Department of Health Health Statistics							Census Bureau				TennCare	
Demographic Variable Geographic Area	Total Population Current Year 2025	Total Population Projected Year 2029	Total Population % Change	*Target Population All Ages Current 2025	Target Population All Ages Project Year 2029	Target Population All Ages % Change	Target Population All Ages Projected Year as % of Total	Median Age	Median Household Income	Person Below Poverty Level	Person Below Poverty Level (%)	TennCare Enrollees	TennCare Enrollees as % of Total
Montgomery County	251,815	273,822	8.74%	251,815	273,822	8.74%	100.00%	32.2	$72,365	209,999	12.60%	44,853	19.40%
State of TN Total	7,242,733	7,462,831	3.04%	7,242,733	7,462,831	3.04%	100.00%	39.1	$67,097	1,011,885	14%	1,421,925	20.00%

The demographic table has been revised to reflect 2025 and 2029 population projections for Montgomery County and Tennessee using data from the Boyd Center for Business and Economic Research, Census Bureau, and TennCare.

3. **Item 6N., Applicant's Historical and Projected Utilization**

Please provide the sourced underlying data in addition to the methodological assumptions used in the development of the applicant's projections. The underlying data should reflect the applicant's projections rather than the response to the need formula. For example, please show the number of ED discharges for the service area and the source of the data used in the approach outlined in the applicant's utilization projections for the project in addition to the assumptions, key variables, etc.

To develop a reasonable forecast of inpatient utilization for the proposed facility, as outlined in the Acute Bed Need Criteria and Standards, we first analyzed historical emergency department (ED) volumes for the proposed service area and developed a projection of ED volumes for the first three years of operations. This analysis is grounded

in current ED use rates for the defined target population and incorporates future population projections from the University of Tennessee's Boyd Center for Business and Economic Research. According to 2023 data from the Tennessee Hospital Association (THA), there were 97,227 ED visits within the service area. This figure was used to calculate the ED use rate relative to the total population of Montgomery County. The resulting use rate was then applied to projected population estimates for Montgomery County for the years 2029 through 2031. Assumptions as follows:

- Calculated ED use rate = 403.9
- 2029 projected population = 273,822
- 2030 projected population = 279,340
- 2031 projected population = 284,851
    - Boyd Center Pop Projections

AST Clarksville Hospital Service Area								
Historical ED Visits					Projected ED Visits			
County	CY 2021	CY 2022	CY 2023	% Change 2021 - 2023	Year 1 2029	Year 2 2030	Year 3 2031	% Change 2029 - 2031
Montgomery County	86,922	92,727	97,227	11.90%	110,585	112,814	115,040	3.99%
Total Service Area	86,922	92,727	97,227	11.90%	110,585	112,814	115,040	3.99%

Source: THA Data

The table above summarizes the historical and projected ED visits for the service area. ASTCH's projected ED visits for the new facility is based on AST's current ED capture rate of 20% across our 45 county service area for the system adjusted down to 17% to account for ramp up and other unquantifiable competitive dynamics in the market.

	Year 1 (2029)	Year 2 (2030)	Year 3(2031)
Estimated ASTCH ED Volume	18,341	19,051	19,760

The estimated ED volumes in the table above were the foundation of the estimated discharges as represented in the Acute Care Bed Need Criteria and Standards.

4. **Item 1N., Project Specific Criteria, Acute Care Bed Need, Item #13 Community Linkage Plan**

Please list some of the applicant's behavioral health care partners in Montgomery County.

Ascension Saint Thomas operates a dedicated behavioral health hospital—Ascension Saint Thomas Behavioral Health Hospital (ASTBHH)—located in the MetroCenter area of Nashville. ASTBHH currently provides Partial Hospitalization Program (PHP) and Intensive Outpatient Program (IOP) services for active-duty personnel stationed at Fort Campbell. In addition, ASTBHH extends its support to the broader Montgomery County community by offering daily telepsych services (tele PHP/IOP) and has the capacity to embed behavioral health assessors in the emergency department of the proposed Clarksville facility.

ASTBHH maintains a transfer agreement with Ascension Saint Thomas, ensuring priority access for both inpatient and outpatient behavioral health care. The proposed Ascension Saint Thomas Clarksville Hospital (ASTCH) would be able to collaborate with ASTBHH to convert or flex emergency department beds into dedicated psychiatric ED beds, as needed.

Furthermore, Family Care Center (FCC), located at 105 Otis Smith Dr. in Clarksville, serves as a key community partner. Ascension Saint Thomas has an established relationship with FCC to provide outpatient behavioral health services—including psychiatry, psychology, and diagnostic testing—through direct referrals from Ascension Medical Group and other providers across the community.

Please respond to the following service specific criteria questions as an attachment labeled Attachment 1N-Supplemental #1 – Cardiac Catheterization Standards.

5. **Item 1N., Project Specific Criteria, Cardiac Catheterization, Item #8 Definition of Need for New Services**

   Given the delay in obtaining HDDS data demonstrating the cardiac catheterization utilization in Montgomery County, please provide the required data based on the posted application for TriStar Health Clarksville, Attachment 1N, Cardiac Catheterization Services, Page 8, HDDS DR#35551128.

   tn.gov/content/dam/tn/hfc/documents/CN2505-018_Original_Application.pdf

   ASTCH's proposed service area is Montgomery County. Tennova Clarksville, the only hospital in Montgomery County operates 2 cath labs that operate at 70% as shown in the table below.

Tennova Clarksville Hospital Utilization, 2023

Procedure Type	Setting	Procedure Weight	# Labs	# Cases	Weighted Cases (Adult)	Pediatric	Weighted Cases (Pediatric)	Total Cases	Total Weighted Cases	Weighted Cases Per Lab	Utilization per 2,000 Cases (Full Capacity)	Utilization (per 70% of Full Capacity) - 1,400 Cases (Optimum Capacity)
Diagnostic Cardiac Catheterization	Inpatient	1.0	2	430	430	0	0	430	430	215		
	Outpatient	1.0	2	767	767	0	0	767	767	383.5		
Therapeutic Cardiac Catheterization	Inpatient	2.0	2	310	620	0	0	310	620	310		
	Outpatient	2.0	2	484	968	0	0	484	968	484		
Diagnotic EP	Inpatient	2.0	2	0	0	0	0	0	0	0		
	Outpatient	2.0	2	0	0	0	0	0	0	0		
Therapeutic EP	Inpatient	4.0	2	0	0	0	0	0	0	0		
	Outpatient	4.0	2	0	0	0	0	0	0	0		
Diagnostic Peripheral Vascular	Inpatient	1.5	2	0	0	0	0	0	0	0		
	Outpatient	1.5	2	0	0	0	0	0	0	0		
Therapeutic Peripheral Vascular	Inpatient	3.0	2	0	0	0	0	0	0	0		
	Outpatient	3.0	2	0	0	0	0	0	0	0		
Thrombolytic Therapy	Inpatient	3.0	2	0	0	0	0	0	0	0		
	Outpatient	3.0	2	0	0	0	0	0	0	0		
Total			2	1,991	2,785	0	0	1,991	2,785	1,393	70%	99%

Source: Tennova Clarksville JARs, 2023 and Cardiac Catheterization Standards and Criteria Weighting Table

When JAR data for years 2021 thru 2023 is added to the above analysis (see table below), the utilization of the Tennova Clarksville cath labs is noted as having increased from an average of 54% over the three year period to the current (2023) 70% utilization indicating there is a need for additional cath lab services in Montgomery County.

Tennova Clarksville Hospital Utilization, 2023 and 3-Year Average (2021 – 2023)

Time Period	# Cath Labs	Avg. Weighted Diagnostic Catheterizations	Diagnostic Catheterizations per Lab	Avg. Weighted Therapeutic Catheterizations	Therapeutic Catheterizations per Lab	Avg. Weighted Diagnostic and Therapeutic Catheterizations	Utilization per 2,000 Cases (Full Capacity)	Utilization (per 70% of Full Capacity) - 1,400 Cases (Optimum Capacity)
2023 Year	2	1,197	599	1,588	794	2,785	70%	99%
2021 - 2023 3-Year Average	2	1,124	562	1,037	519	2,161	54%	77%

Source: Tennova Clarksville JARs, 2023 and Cardiac Catheterization Standards and Criteria Weighting Table

ASTCH is proposing to establish 2 additional cardiac catheterization labs to help meet the increasing demand for such services.

Please respond to the following service specific criteria questions as an attachment labeled Attachment 1N-Supplemental #1 – NICU Standards.

6. **Item 1N., Project Specific Criteria, Neonatal Intensive Care Units, Item #1 Determination of Need**

Please provide a response to Criterion #1 using the following data.

2022 Live Births in Montgomery County = 3,802 / 235,201 total population Montgomery County = 0.01616 live birth rate * 268,290 projected population =

4,335 projected live births / 1,000 = 4.33 bed need x 9 beds per 1,000 = 39 beds needed in Montgomery County – 12 existing NICU beds = 27 beds remaining need in Montgomery County.

Criterion #1 – Determination of Need

Based on TN Department of Health data, there were 3,802 live births in Montgomery County in 2022 as shown in the table below.

2022 Live Births in Montgomery County	2022 Total Population in Montgomery County	Live Birth Rate (per 1000)	2028 Projected Population	2028 Projected Live Births	NICU Bed Need (per 1,000 births)	Total NICU Beds Needed	Existing NICU Beds	Remaining NICU Bed Need
3,802	235,201	16.16	268,290	4,335	9	39	12	27

Using Health Planning's determination of 9 NICU beds per 1,000 live births, yields an estimated NICU bed need by 2028 is 39 using a 2028 projected population of 268,290 for Montgomery County. Presently, there are 12 existing NICU beds in the county resulting in a remaining NICU bed need of 27. ASTCH is proposing to establish a 4-bed Level II NICU to help meet this documented need.

In accordance with Tennessee Code Annotated, §68-11-1607(c) (5), "...If an application is not deemed complete within sixty (60) days after initial written notification is given to the applicant by the Commission staff that the application is deemed incomplete, the application shall be deemed void." **For this application the sixtieth (60th) day after written notification is August 4, 2025. If this application is not deemed complete by this date, the application will be deemed void.** Commission Rule 0720-10-.03(4) (d) (2) indicates that "Failure of the applicant to meet this deadline will result in the application being considered withdrawn and returned to the contact person. Re-submittal of the application must be accomplished in accordance with Rule 0720-10-.03 and requires an additional filing fee." Please note that supplemental information must be submitted timely for the application to be deemed complete prior to the beginning date of the review cycle which the applicant intends to enter, even if that time is less than the sixty (60) days allowed by the statute. The supplemental information must be submitted with the enclosed affidavit, which shall be executed and notarized; please attach the notarized affidavit to the supplemental information.

If all supplemental information is not received and the application officially deemed complete prior to the beginning of the next review cycle, then consideration of the application could be delayed into a later review cycle. The review cycle for each application shall begin on the fifteenth day of the month after the application has been

deemed complete by the staff of the Health Facilities Commission. Any communication regarding projects under consideration by the Health Facilities Commission shall be in accordance with T.C.A. ' 68-11-1607(d):

No communications are permitted with the members of the Commission once the Letter of Intent initiating the application process is filed with the Commission.

Communications between Commission members and Commission staff shall not be prohibited. Any communication received by a Commission member from a person unrelated to the applicant or party opposing the application shall be reported to the Executive Director and a written summary of such communication shall be made part of the certificate of need file.

Should you have any questions or require additional information, please do not hesitate to contact this office.

Sincerely,

Thomas Pitt
HFC Health Planner

AFFIDAVIT

STATE OF TENNESSEE

COUNTY OF Davidson

NAME OF FACILITY: Ascension Saint Thomas Clarksville Hospital

I, Marisa Strumeyer, after first being duly sworn, state under oath that I am the applicant named in this Certificate of Need application or the lawful agent thereof, that I have reviewed all of the supplemental information submitted herewith, and that it is true, accurate, and complete.

Marisa Strumeyer
Signature/Title VP Strategy

Sworn to and subscribed before me, a Notary Public, this the 12th day of June, 2025 witness my hand at office in the County of Davidson, State of Tennessee.

Kimberly J Maskill
NOTARY PUBLIC

My commission expires December 8, 2027.

HF-0043

Revised 7/02

KIMBERLY J MASKILL
STATE OF TENNESSEE
NOTARY PUBLIC
My Commission Expires on 12/08/2027
CHEATHAM COUNTY

State of Tennessee
Health Facilities Commission

Andrew Jackson Building

502 Deaderick Street, 9th Floor, Nashville, TN 37243
www.tn.gov/hfc Phone: 615-741-2364

June 12, 2025

Robert Suggs, Director of Strategy
Saint Thomas Health
102 Woodmont Blvd
Nashville, TN 37205

RE: Certificate of Need Application CN2505-015
Ascension Saint Thomas Clarksville Hospital

Dear Mr. Suggs:

This will acknowledge our June 12, 2025 receipt of your supplemental responses for a Certificate of Need to establish an acute care hospital with 44 licensed beds. The project also seeks to initiate diagnostic and therapeutic cardiac catheterization services, magnetic resonance imaging (MRI) services, and a Level II neonatal intensive care unit (NICU). The address of the project will be an unaddressed site on Highway 76 in the northeastern quadrant of the intersection of Highway 76 and Interstate 24 across Highway 76 from Tennessee Orthopedic Alliance's office building, Clarksville, Montgomery County, Tennessee, 37043.

Several items were found which need clarification or additional discussion. Please review the list of questions below and address them as indicated. The questions have been keyed to the application form for your convenience. I should emphasize that an application cannot be deemed complete and the review cycle begun until all questions have been answered and furnished to this office.

Please submit responses electronically by 12:30 p.m., Friday June 13th. If the supplemental information requested in this letter is not submitted by or before this time, then consideration of this application may be delayed into a later review cycle.

---

1. **Item 6N., Applicant's Historical and Projected Utilization**

Please include the calculations related to the Inpatient Bed Need Modeling building on the Emergency Department Need Modeling.

The applicant used two approaches for analyzing projected discharges for the project as listed below. Because the proposed facility is a new facility in a new market that will require time to ramp up, we determined that the second approach was the more appropriate approach after review. Both approaches are summarized in the narrative.

- Assumed ASTCH ED admit rate
- Population use rate

ED Capture Rate:

	Year 1 (2029)	Year 2 (2030)	Year 3(2031)
Estimated ASTCH ED Volume	18,341	19,051	19,760

Building off the ED need modeling reflected in the table above, the applicant applied an assumed ED admit rate of 18% based on our experience at AST River Park. This yielded the following projected discharges:

- Year 1: 3,301
- Year 2: 3,429
- Year 3: 3,557

Although STH has numerous hospitals in its portfolio, none are truly comparable to this project, therefore we shifted away from the ED Capture Rate and performed the other approach.

Population Use Rate:
(numbers don't tie precisely due to rounding)

Starting with the projected 2029 Montgomery County population of 273,822 we applied an estimated use rate of 79 per 1,000 population and multiplied the result by an estimated average length of stay (ALOS) of 4.7 to get to an estimated total patient days for the service area.

- Population of 273,822 divided by 1,000 yields 274
- 274 * use rate of 79 * estimated length of stay of 4.7 = estimated service area patient days of 100,800

The applicant then assumed an initial capture rate of 10% as the proposed facility ramps up to calculate the estimated ASTCH patient days for inpatients originating from the ED. Dividing this by the assumed ALOS yields the estimated discharges that would originate from the ED.

- 100,800 * 10% = 10,080 ASTCH patient days
- 10,080/4.7 = 2,145 discharges would originate from the ED

Based on the American Hospital Associations 2023 Annual Survey, 15% to 25% of discharges in community hospitals originate from direct admission, the remainder are admitted through the ED. Choosing the midpoint, 20%, as our estimate of direct admits, we grossed up the 2,145 discharges originating from the ED to get to a total Year 1 discharges of 2,681.

- 2,145/.80 = 2,681 total Year 1 discharges

Year 2 discharges of 2,791 is based on population growth plus a nominal adjustment for additional ramp up in Year 2.

Conclusion
Because the proposed facility is a new facility in a new market that will require time to ramp up, we determined that the second approach was the more appropriate approach.

Please respond to the following service specific criteria questions as an attachment labeled Attachment 1N-Supplemental #1 – Cardiac Catheterization Standards.

2. **Item 1N., Project Specific Criteria, Cardiac Catheterization, Item #8 Definition of Need for New Services**

   Given the delay in obtaining HDDS data demonstrating the cardiac catheterization utilization in Montgomery County, please provide the required data based on the posted application for TriStar Health Clarksville, Attachment 1N, Cardiac Catheterization Services, Page 8, HDDS DR#35551128.

   tn.gov/content/dam/tn/hfc/documents/CN2505-018_Original_Application.pdf

   Please incorporate this data into Attachment 1N and provide a replacement (labeled Attachment 1NR2)

   The Tennessee Department of Health also provided the average number of diagnostic and therapeutic caths by resident county for 2021 thru 2023 as shown in the table below.

County	3 Year Average Diagnostic Caths	3 Year Average Therapeutic Caths	3 Year Total Caths
Montgomery	1,586.70	1,418.70	3,005.30

Source: TDOH; data provided by resident county not hospital or hospital county

This data, as presented in our response to Supplemental Questions #2 as well as the the table above has been incorporated into Attachment 1N (Cardiac Catheterization Criteria and Standards) and labeled as Attachment 1NR2

Please respond to the following service specific criteria questions as an attachment labeled Attachment 1N-Supplemental #1 – NICU Standards.

3. **Item 1N., Project Specific Criteria, Neonatal Intensive Care Units, Item #1 Determination of Need**

   Please provide a response to Criterion #1 inserting the table developed in the supplemental response into the application Attachment 1N.

   This data, as presented in our response to Supplemental Questions #2 has been incorporated into Attachment 1N (Neonatal Intensive Care Units Criteria and Standards) and labeled as Attachment 1NR2

In accordance with Tennessee Code Annotated, §68-11-1607(c) (5), "...If an application is not deemed complete within sixty (60) days after initial written notification is given to the applicant by the Commission staff that the application is deemed incomplete, the application shall be deemed void." **For this application the sixtieth (60th) day after written notification is August 4, 2025. If this application is not deemed complete by this date, the application will be deemed void.** Commission Rule 0720-10-.03(4) (d) (2) indicates that "Failure of the applicant to meet this deadline will result in the application being considered withdrawn and returned to the contact person. Re-submittal of the application must be accomplished in accordance with Rule 072010.03 and requires an additional filing fee." Please note that supplemental information must be submitted timely for the application to be deemed complete prior to the beginning date of the review cycle which the applicant intends to enter, even if that time is less than the sixty (60) days allowed by the statute. The supplemental information must be submitted with the enclosed affidavit, which shall be executed and notarized; please attach the notarized affidavit to the supplemental information.

If all supplemental information is not received and the application officially deemed complete prior to the beginning of the next review cycle, then consideration of the application could be delayed into a later review cycle. The review cycle for each application shall begin on the fifteenth day of the month after the application has been

deemed complete by the staff of the Health Facilities Commission. Any communication regarding projects under consideration by the Health Facilities Commission shall be in accordance with T.C.A. ' 68-11-1607(d):

No communications are permitted with the members of the Commission once the Letter of Intent initiating the application process is filed with the Commission.

Communications between Commission members and Commission staff shall not be prohibited. Any communication received by a Commission member from a person unrelated to the applicant or party opposing the application shall be reported to the Executive Director and a written summary of such communication shall be made part of the certificate of need file.

Should you have any questions or require additional information, please do not hesitate to contact this office.

Sincerely,

Thomas Pitt
HFC Health Planner

Enclosure

AFFIDAVIT

STATE OF TENNESSEE

COUNTY OF Davidson

NAME OF FACILITY: Ascension Saint Thomas Clarksville Hospital

I, Marisa Strumeyer, after first being duly sworn, state under oath that I am the applicant named in this Certificate of Need application or the lawful agent thereof, that I have reviewed all of the supplemental information submitted herewith, and that it is true, accurate, and complete.

Marisa Strumeyer
Signature/Title
VP Strategy

Sworn to and subscribed before me, a Notary Public, this the 13th day of June, 2025, witness my hand at office in the County of Davidson, State of Tennessee.

Margaret H Taylor
NOTARY PUBLIC

My commission expires 05/08, 2028.

MARGARET H. TAYLOR
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 5-8-2028

HF-0043

Revised 7/02