

LETTER OF INTENT



**State of Tennessee
Health Facilities Commission**

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

www.tn.gov/hsda

Phone: 615-741-2364

hsda.staff@tn.gov

LETTER OF INTENT

The Publication of Intent is to be published in The Tennessean which is a newspaper of general circulation in Rutherford County, Tennessee, on or before 09/15/2025 for one day.

This is to provide official notice to the Health Facilities Commission and all interested parties, in accordance with T.C.A. §68-11-1601 et seq., and the Rules of the Health Facilities Commission, that Ascension Saint Thomas Rutherford Hospital, a/an Hospital owned by Saint Thomas Health with an ownership type of Corporation (Not-for-Profit) and to be managed by itself intends to file an application for a Certificate of Need for the establishment of a freestanding emergency department (FSED) in Murfreesboro, Rutherford County, Tennessee on 2.05 acres. The FSED will consist of approximately 11,250 square feet with 10 exam rooms, including 1 trauma room, imaging services, lab, and associated support space. There will be two canopied entrances, one for the general public and one for emergency vehicles. The address of the project will be an unaddressed site on Highway 96 in the northeast quadrant of the intersection of Highway 96 and East Pitts Lane behind Bethlehem Church of Christ, Murfreesboro, Rutherford County, Tennessee, 37130. The estimated project cost will be \$19,080,334.

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

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

Robert Suggs

09/12/2025

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 .



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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 Rutherford Hospital, a/an Hospital owned by Saint Thomas Health with an ownership type of Corporation (Not-for-Profit) and to be managed by itself intends to file an application for a Certificate of Need for the establishment of a freestanding emergency department (FSED) in Murfreesboro, Rutherford County, Tennessee on 2.05 acres. The FSED will consist of approximately 11,250 square feet with 10 exam rooms, including 1 trauma room, imaging services, lab, and associated support space. There will be two canopied entrances, one for the general public and one for emergency vehicles. The address of the project will be an unaddressed site on Highway 96 in the northeast quadrant of the intersection of Highway 96 and East Pitts Lane behind Bethlehem Church of Christ, Murfreesboro, Rutherford County, Tennessee, 37130. The estimated project cost will be \$19,080,334.

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CRITERIA AND **STANDARDS**



STATE OF TENNESSEE

STATE HEALTH PLAN

CERTIFICATE OF NEED STANDARDS AND CRITERIA

FOR

Freestanding Emergency Departments

The Health Services Development Agency (HSDA) may consider the following standards and criteria for applicants seeking to establish or expand Freestanding Emergency Departments (FSEDs). Rationale statements are provided for standards to explain the Division of Health Planning's underlying reasoning. Additionally, these rationale statements may assist stakeholders in responding to these Standards and may assist the HSDA in its assessment of applications. Existing FSEDs are not affected by these standards and criteria unless they take action that requires a new certificate of need (CON) for such services. These proposed standards and criteria will become effective immediately upon approval and adoption by the governor.

The Certificate of Need Standards and Criteria serve to uphold the Five Principles for Achieving Better Health set forth by the State Health Plan. These Principles were first developed for the 2010 edition and have been utilized as the overarching framework of the Plan in each annual update that has followed. Utilizing the Five Principles for Achieving Better Health during the development of the CON Standards and Criteria ensures the protection and promotion of the health of the people of Tennessee. The State Health Plan's Five Principles for Achieving Better Health are as follows:

- 1. Healthy Lives:** The purpose of the State Health Plan is to improve the health of people in Tennessee.
- 2. Access:** People in Tennessee should have access to health care and the conditions to achieve optimal health.

- 3. Economic Efficiencies:** Health resources in Tennessee, including health care, should be developed to address the health of people in Tennessee while encouraging value and economic efficiencies.
- 4. Quality of Care:** People in Tennessee should have confidence that the quality of care is continually monitored and standards are adhered to by providers.
- 5. Workforce:** The state should support the development, recruitment, and retention of a sufficient and quality health workforce.

Definitions

Rural Area: A proposed service area shall be designated as rural in accordance with the U.S. Department of Health and Human Services (HRSA) Federal Office of Rural Health Policy's *List of Rural Counties and Designated Eligible Census Tracts in Metropolitan Counties*. This document, along with the two methods used to determine eligibility, can be found at the following link:

<http://www.hrsa.gov/ruralhealth/resources/forhpeligibleareas.pdf>

For more information on the Federal Office of Rural Health Policy visit:

<http://www.hrsa.gov/ruralhealth/>

Freestanding Emergency Department: A facility that receives individuals for emergency care and is structurally separate and distinct from a hospital. A freestanding emergency department (FSED) is owned and operated by a licensed hospital. These facilities provide emergency care 24 hours a day, 7 days a week, and 365 days a year.

Service Area: Refers to the county or contiguous counties or Zip Code or contiguous Zip Codes represented by an applicant as the reasonable area in which the applicant intends to provide freestanding emergency department services and/or in which the majority of its service recipients reside.

Standards and Criteria

- 1. Determination of Need:** The determination of need shall be based upon the existing access to emergency services in the proposed service area. The applicant should utilize the metrics below, as well as other relevant metrics, to demonstrate

that the population in the proposed service area has inadequate access to emergency services due to geographic isolation, capacity challenges, or low-quality of care.

The applicant shall provide information on the number of existing emergency department (ED) facilities in the service area, as well as the distance of the proposed FSED from these existing facilities. If the proposed service area is comprised of contiguous ZIP Codes, the applicant shall provide this information on all ED facilities located in the county or counties in which the service area ZIP Codes are located.

The applicant should utilize Centers for Medicare and Medicaid Services (CMS) throughput measures, available from the CMS Hospital Compare website, to illustrate the wait times at existing emergency facilities in the proposed service area. Data provided on the CMS Hospital Compare website does have a three to six month lag. In order to account for the delay in this information, the applicant may supplement CMS data with other more timely data.

The applicant should also provide data on the number of visits per treatment room per year for each of the existing emergency department facilities in the service area. Applicants should utilize applicable data in the Hospital Joint Annual Report to demonstrate the total annual ED volume and annual emergency room visits of the existing facilities within the proposed service area. All existing EDs in the service area should be operating at capacity. This determination should be based upon the annual visits per treatment room at the host hospital's emergency department (ED) as identified by the American College of Emergency Physicians (ACEP) in *Emergency Department Design: A Practical Guide to Planning for the Future, Second Edition* as capacity for EDs. The capacity levels set forth by this document should be utilized as a *guideline* for describing the potential of a respective functional program. The annual visits per treatment room should exceed what is outlined in the ACEP document. Because the capacity levels set forth in the *Emergency Department Design: A Practical Guide to Planning for the Future, Second Edition* are labeled in the document as a "preliminary sizing chart", the applicant is encouraged to provide additional evidence of the capacity, efficiencies, and demographics of patients served within the existing ED facility in order to better demonstrate the need for expansion.

ED-1	Median time from ED arrival to ED departure for ED admitted patients
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ED-2	Median time from admit decision to departure for ED admitted patients
OP-18	Median time from ED arrival to ED departure for discharged ED patients
OP-20	Door to diagnostic evaluation by a qualified medical professional
OP-22	ED-patient left without being seen

Source: <https://www.medicare.gov/hospitalcompare/search.html>

<https://data.medicare.gov/data/hospital-compare>

Note: The above measures are found in the category “Timely and Effective Care.”

If the applicant is demonstrating low-quality care provided by existing EDs in the service area, the applicant shall utilize the Joint Commission’s “Hospital Outpatient Core Measure Set”. These measures align with CMS reporting requirements and are available through the CMS Hospital Compare website. Full details of these measures can be found in the Joint Commission’s *Specification Manual for National Hospital Outpatient Department Quality Measures*. Existing emergency facilities should be in the bottom quartile of the state in the measures listed below in order to demonstrate low-quality of care.

OP-1	Median Time to Fibrinolysis
OP-2	Fibrinolytic Therapy Received Within 30 Minutes
OP-3	Median Time to Transfer to Another Facility for Acute Coronary Intervention
OP-4	Aspirin at Arrival
OP-5	Median Time to ECG
OP-18	Median Time from ED Arrival to Departure for Discharged ED Patients
OP-20	Door to Diagnostic Evaluation by a Qualified Medical Personnel
OP-21	ED-Median Time to Pain Management for Long Bone Fracture
OP-23	ED-Head CT or MRI Scan Results for Acute Ischemic Stroke or Hemorrhagic Stroke Patients who Received Head CT or MRI Scan Interpretation With 45 Minutes of ED Arrival

Sources: https://www.jointcommission.org/hospital_outpatient_department/

https://www.jointcommission.org/assets/1/6/HAPatientDeptCoreMeasure_Set.pdf

<https://www.medicare.gov/hospitalcompare/search.html>

<https://data.medicare.gov/data/hospital-compare>

Note: The above measures are found in the category “Timely and Effective Care.”

The HSDA should consider additional data provided by the applicant to support the need for the proposed FSED including, but not limited to, data relevant to patient acuity levels, age of patients, percentage of behavioral health patients, and existence of specialty modules. These data may provide the HSDA with additional information on the level of need for emergency services in the proposed service area. If providing additional data, applicants should utilize Hospital Discharge Data System data (HDDS) when applicable. The applicant may utilize other data sources to demonstrate the percentage of behavioral health patients but should explain why the alternative data source provides a more accurate indication of the percentage of behavioral health patients than the HDDS data.

See Standard 2, Expansion of Existing Emergency Department Facility, for more information on the establishment of a FSED for the purposes of decompressing volumes and reducing wait times at the host hospital’s existing ED.

Note: Health Planning recognizes that limitations may exist for specific metrics listed above. When significant limitations exist (e.g. there are not adequate volumes to evaluate) applicants may omit these metrics from the application. However, the application should then discuss the limitations and reasoning for omission. Applicants are encouraged to supplement the listed metrics with additional metrics that may provide HSDA with a more complete representation of the need for emergency care services in the proposed service area.

Rationale: Applicants seeking to establish a FSED should demonstrate need based on barriers to access in the proposed service area. While limited access to emergency services due to geographic isolation, low-quality of care, or excessive wait times are pertinent to the discussion, the applicant is also encouraged to provide additional data from the proposed service area that may provide the HSDA with a more comprehensive picture of the unique needs of the population that would be served by the FSED. Host hospitals applying to establish a FSED displaying

efficiencies in care delivery via high volumes and low wait time should not be penalized in the review of this standard. Host hospitals are expected to demonstrate high quality care in order to receive approval. See Standard 4 for more information.

Applicants seeking to establish an FSED in a geographically isolated, rural area should be awarded special consideration by the HSDA.

Response: Although the defined service area currently lacks any acute care hospitals or emergency department (ED) services, nearby facilities are operating at high utilization levels. In 2023, Saint Thomas Rutherford Hospital reported 79,813 ED visits and 84,266 patient presentations, with 12,486 admissions and 2,215 transfers to other hospitals. With 74 ED treatment rooms, this equates to approximately 3.1 patients per room per day. Similarly, TriStar StoneCrest Medical Center recorded 50,621 ED visits and 48,918 patient presentations, with 4,890 admissions and 1,272 transfers. Its 39 treatment rooms saw about 3.4 patients per room per day.

While neither facility reported physical space constraints, both are functioning at high throughput levels. According to the American College of Emergency Physicians (ACEP), ED crowding can occur even when physical capacity is available, due to staffing limitations and patient flow inefficiencies. These conditions support the need for additional access points to emergency care, particularly in underserved areas.

Metric	Saint Thomas Rutherford	TriStar StoneCrest	Combined Total
ED Visits	79813	50621	130434
Patient Presentations	84266	48918	133184
Patients Treated	81359	48135	129494
Inpatient Admissions	12486	4890	17376
Transfers to Other Hospitals	2215	1272	3487
<i>To Acute Care Facilities</i>	350	813	1163
<i>To Specialty Facilities</i>	1865	459	2324
ED Treatment Rooms	74	39	113
Visits per Room per Year	1078	1298	
Patients per Room per Day	3.1	3.4	
Unavailable Treatment Rooms (24–48h)	0	0	

Source:

- Saint Thomas Rutherford: 75,214
 - Rutherford.pdf, pp. 40-42, Schedule I
- TriStar StoneCrest: 75, 234
 - TriStar.pdf, pp. 40-42, Schedule I

2. Expansion of Existing Emergency Department Facility: Applicants seeking expansion of the existing host hospital ED through the establishment of a FSED in order to decompress patient volumes should demonstrate the existing ED of the host hospital is operating at capacity. This determination should be based upon the annual visits per treatment room at the host hospital's emergency department (ED) as identified by the American College of Emergency Physicians (ACEP) in *Emergency Department Design: A Practical Guide to Planning for the Future, Second Edition* as capacity for EDs. The capacity levels set forth by this document should be utilized as a *guideline* for describing the potential of a respective functional program. The applicant shall utilize the applicable data in the Hospital Joint Annual Report to demonstrate total annual ED volume and annual emergency room visits. The annual visits per treatment room should exceed what is outlined in the ACEP document. Because the capacity levels set forth in the *Emergency Department Design: A Practical Guide to Planning for the Future, Second Edition* are labeled in the document as a "preliminary sizing chart", the applicant is encouraged to provide additional evidence of the capacity, efficiencies, and demographics of patients served within the existing ED facility in order to better demonstrate the need for expansion. See Standard 1, Demonstration of Need, for examples of additional evidence.

Additionally, the applicant should discuss why expansion of the existing ED is not a viable option. This discussion should include any barriers to expansion including, but not limited to, economic efficiencies, disruption of services, workforce duplication, restrictive covenants, and issues related to access. The applicant should also provide evidence that all practical efforts to improve efficiencies within the existing ED have been made, including, but not limited to, the review of and modifications to staffing levels. Applicants seeking to decompress volumes of the existing host hospital ED should be able to demonstrate need for the additional facility in the proposed service area as defined in the application in accordance with Standard 1, Determination of Need.

Rationale: The HSDA may utilize visits per treatment room in order to determine if a FSED is necessary for the host hospital to provide efficient and quality emergency care to its patients. Many factors influence a hospital's ability to adequately serve patients at various volumes. Factors may include efficiencies of the ED and the acuity of the patients seen. Applicants are encouraged to provide additional data in order to demonstrate need for expansion. This additional data may assist in providing the HSDA with the opportunity to perform a comprehensive review that takes into account the numerous factors that affect ED efficiencies, access to care, and the quality of ED services provided.

Response: Ascension Saint Thomas is proposing the establishment of an FSED not as an

expansion of the existing emergency department at its Rutherford hospital, but as a new access point designed to enhance emergency care availability for residents in the eastern portion of Rutherford County. This initiative is rooted in a commitment to improving geographic access, patient convenience, and timely emergency care for a growing and underserved segment of the population.

While the American College of Emergency Physicians (ACEP) provides valuable guidance on ED capacity, this application does not seek to justify the FSED based on capacity constraints at the host hospital. Instead, the focus is on consumer advantage, consumer convenience and community need—specifically, the need for localized, high-quality emergency services in a rapidly developing area that currently lacks proximate access to such care.

Key Justifications for the Proposed FSED:

- **Improved Geographic Access:** The eastern portion of Rutherford County has experienced significant residential and commercial growth. However, emergency care remains centralized, requiring residents in this area to travel considerable distances—often through congested corridors—to reach the main hospital ED. The proposed FSED will reduce travel time, improve response times, and enhance outcomes for time-sensitive conditions.
- **Consumer-Centered Care:** The FSED model aligns with modern healthcare delivery trends that prioritize convenience, accessibility, and patient satisfaction. By offering 24/7 emergency services closer to where people live and work, Ascension Saint Thomas is meeting patients where they are—literally and figuratively. The proposed FSED will provide convenient emergency care access to the rapidly growing communities east of Murfreesboro. It will also be co-located within a healthcare “community” alongside a new clinic by Murfreesboro Medical Clinic (MMC), the largest independent multi-specialty physician practice in Rutherford County allowing for a collaborative approach to primary, specialty, and emergency care to benefit patient care.
- **Population Growth and Demographics:** Rutherford County is one of the fastest-growing counties in Tennessee. The eastern region, in particular, is seeing a surge in young families, retirees, and working professionals—all of whom benefit from accessible emergency care that doesn’t require navigating across the county.
- **System Integration and Continuity of Care:** The FSED will be fully integrated into the Ascension Saint Thomas system, ensuring seamless coordination, shared electronic health records, and efficient transfers when higher levels of care are needed. This supports both quality and continuity of care.
- **No Disruption to Existing Services:** Because this is not an expansion of the existing ED, there will be no disruption to current operations, no duplication of workforce, and no economic inefficiencies associated with retrofitting or expanding the host hospital’s physical plant.
- **Supporting Data:** Ascension Saint Thomas Rutherford Hospital reported 100,066 annual emergency department visits and operates 74 treatment rooms, resulting in ~1,352.2 visits per room per year per treatment room annually (JAR Hospital MasterFile 2023 3.xlsx). While this figure is informative, it is not the basis for this

application, which is focused on expanding access rather than decompressing existing volumes. As a result, ASTRH plans to expand geographic access and meet community need.

3. 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 FSED on existing EDs in the service area and shall include how the applicant's services may differ from existing services. Approval of the proposed FSED should be contingent upon the applicant's demonstration that existing services in the applicant's proposed geographical service area are not adequate and/or there are special circumstances that require additional services.

Rural: The applicant should provide patient origin data by ZIP Code for each existing facility as well as the proposed FSED in order to verify the proposed facility will not negatively impact the patient base of the existing rural providers. The establishment of a FSED in a rural area should only be approved if the applicant can adequately demonstrate the proposed facility will not negatively impact any existing rural facilities that draw patients from the proposed service area. Additionally, in an area designated as rural, the proposed facility should not be located within 10 miles of an existing facility. Finally, in rural proposed service areas, the location of the proposed FSED should not be closer to an existing ED facility than to the host hospital.

Critical Access Hospitals (CAH): In Tennessee, certain CAHs are not located in rural areas according to the definition of rural provided in these standards. The location of the proposed FSED should not be closer to an existing CAH than to the host hospital.

Rationale: The HSDA should consider any duplication of existing services as well as the maldistribution of emergency services by considering the existing providers in the proposed service area. This standard also provides an opportunity for the applicant to demonstrate any services or specialty services that will be provided by the proposed FSED that are not provided by the existing emergency care providers servicing the proposed service area.

Response:

The proposed FSED by Ascension Saint Thomas is strategically designed to enhance access to emergency care in the eastern portion of Rutherford County. This proposal is intended to fill a developing geographic and service gap in a rapidly growing region.

Existing Emergency Services in the Area

Although no acute care or emergency care facilities are inside of the defined service area, the primary emergency care providers in Rutherford County include:

- Ascension Saint Thomas Rutherford Hospital, located in Murfreesboro
- TriStar StoneCrest Medical Center, located 15 driving miles to the north in Smyrna

While both facilities provide comprehensive emergency services, they are concentrated in the central, western and northern portions of the county, leaving the eastern region with limited access to timely emergency care.

Utilization and Capacity

Ascension Saint Thomas Rutherford Hospital reported 100,066 annual emergency department visits and operates 74 treatment rooms, resulting in ~1,352.2 visits per treatment room annually (JAR Hospital MasterFile 2023 3.xlsx). This level of utilization reflects a high demand for emergency services and underscores the need for additional access points to maintain quality and timeliness of care.

Patient Origin and Service Area

Patient origin data confirms that Ascension Saint Thomas Rutherford Hospital draws patients from across Rutherford County, including from the ZIP codes 37132, 37130, and 37085 in the eastern region (JAR Hospital MasterFile 2023 3.xlsx). The proposed FSED will serve these same communities more directly, reducing travel times and improving emergency response for residents who currently face longer commutes to reach care.

Differentiation from Existing Services

The current defined service area does not offer any emergency department services.

The proposed FSED will offer:

- 24/7 emergency care
- Integration with Ascension Saint Thomas' electronic health records and care coordination systems
- Streamlined transfers to the main hospital when higher acuity care is needed

This model ensures continuity of care while avoiding duplication of inpatient or specialty services already provided at the host hospital or other area facilities.

Impact on Existing Providers

The FSED is not expected to negatively impact existing emergency departments. Rather, it will complement the regional emergency care network by serving a distinct geographic population. The location has been carefully selected to avoid proximity to rural hospitals or critical access hospitals, and it is not within 10 miles of any rural ED (JAR Hospital MasterFile 2023 3.xlsx).

4. Host Hospital Emergency Department Quality of Care: Additionally, the applicant shall provide data to demonstrate the quality of care being provided at the ED of the host hospital. The quality metrics of the host hospital should be in the top quartile of the state in order to be approved for the establishment of a FSED. The applicant shall utilize the Joint

Commission's hospital outpatient core measure set. These measures align with CMS reporting requirements and are available through the CMS Hospital Compare website. Full details of these measures can be found in the Joint Commission's *Specification Manual for National Hospital Outpatient Department Quality Measures*.

OP-1	Median Time to Fibrinolysis
OP-2	Fibrinolytic Therapy Received Within 30 Minutes
OP-3	Median Time to Transfer to Another Facility for Acute Coronary Intervention
OP-4	Aspirin at Arrival
OP-5	Median Time to ECG
OP-18	Median Time from ED Arrival to Departure for Discharged ED Patients
OP-20	Door to Diagnostic Evaluation by a Qualified Medical Personnel
OP-21	ED-Median Time to Pain Management for Long Bone Fracture
OP-23	ED-Head CT or MRI Scan Results for Acute Ischemic Stroke or Hemorrhagic Stroke Patients who Received Head CT or MRI Scan Interpretation With 45 Minutes of ED Arrival

Sources: <https://www.jointcommission.org/hospitaloutpatientdepartment/>

[https://www.jointcommission.org/assets/1/6/HAP Outpatient Dept Core Measure Set.pdf](https://www.jointcommission.org/assets/1/6/HAP_Outpatient_Dept_Core_Measure_Set.pdf)

<https://www.medicare.gov/hospitalcompare/search.html>

<https://data.medicare.gov/data/hospital-compare>

Note: The above measures are found in the category

"Timely and Effective Care."

Note: Health Planning recognizes that limitations may exist for specific metrics listed above. When significant limitations exist (e.g. there are not adequate volumes to evaluate) applicants may omit these metrics from the application. However, the application should then discuss the limitations and reasoning for omission. Applicants are encouraged to supplement the listed metrics with additional metrics that may provide HSDA with a more complete representation of the need for emergency care services in the proposed service area.

Response: CMS Quality of Care measures are currently available for only two (2) of the eight (8) quality measures requested in the Health Services Development Agency ("HSDA")

FSED Standards and Review Criteria:

- OP-18 Median Time from ED Arrival to Departure for Discharged ED Patients; and,
- OP-23 ED-Head CT or MRI Scan Results for Acute Ischemic Stroke or Hemorrhagic Stroke Patients who Received Health CT or MRI Scan Interpretation within 45 Minutes of ED Arrival.

ASTRH's results for OP-18 is provided below. The number of patients was too few for CMS to report for OP 23 at ASTRH, and therefore, no data is available to populate the table for this response.

Measure: OP-18 Median Time from ED Arrival to Departure for Discharged ED Patients						
Emergency Department	Timeframe	Ed Time/Score	Check (X) Applicable Quartile			
			≤25th Percentile	25th-50th Percentile	50th-75th Percentile	≥75th Percentile
ASTRH	7/1/2023-6/30/2024	180 minutes		X		

Source: Centers for Medicare and Medicaid Services (CMS) Hospital Compare.

Note: The 25th and 50th percentiles are 198 and 156 minutes, respectively, with more time equating to a lower percentile.

Measure: OP-18 Median Time from ED Arrival to Departure for Discharged ED Patients				
Emergency Department	Timeframe	Ed Time	Tennessee Average	National Average
ASTRH	7/1/2023-6/30/2024	180 minutes	183 minutes	193 minutes

Source: Centers for Medicare and Medicaid Services (CMS) Hospital Compare.

- 5. Appropriate Model for Delivery of Care:** The applicant should discuss why a FSED is the appropriate model for delivery of care in the proposed service area.

Rationale: Rationale should be provided in the application detailing why a FSED is the most appropriate option for delivery of care and to improve access to care in the proposed service area. This discussion should detail the benefits of a FSED for the proposed patient population over an urgent care center, primary care office, or other possible delivery models.

Response: The establishment of the FSED by STH in Murfreesboro represents the most

appropriate and responsive model for delivering emergency care in the proposed service area. Rutherford County is one of the fastest-growing counties in Tennessee, and the existing emergency departments at ASTRH and TriStar StoneCrest Medical Center are already operating at high utilization levels. According to the 2023 JAR report, AST Rutherford alone recorded 84,266 patient presentations to its ED, with 79,813 total visits and 12,486 inpatient admissions (75214 - Rutherford.pdf, pp. 41–43). With 74 treatment rooms, this equates to approximately 1,078 visits per room annually, or 3.1 patients per room per day—indicating a system operating near capacity.

A FSED offers a scalable and efficient solution to meet the increasing demand for emergency services without the infrastructure and staffing burdens of a full-service hospital. Unlike urgent care centers or primary care offices, FSEDs are equipped and staffed to handle high-acuity cases 24/7, including trauma, cardiac events, and stroke—conditions that require immediate, hospital-grade intervention and stabilization. This level of care is not available in urgent care settings, which are limited in scope, hours, and diagnostic capabilities.

Additionally, an FSED improves geographic access to emergency care, reducing travel time and wait times for residents in underserved or high-growth areas of Murfreesboro. It also alleviates potential pressure on the main hospital ED, improving throughput and patient experience system-wide. For patients who require inpatient admission, the FSED can stabilize and transfer them efficiently to Saint Thomas Rutherford Hospital, ensuring continuity of care within the same health system.

Given the hospital's demonstrated commitment to quality, high patient volumes, and the region's rapid population growth, a freestanding emergency department is not only appropriate—it is essential to maintaining timely, equitable, and high-quality emergency care in Rutherford County.

- 6. Geographic Location:** The FSED should be located within a 35 mile radius of the hospital that is the main provider.

Rationale: The 35 mile radius standard is in alignment with regulations set forth by CMS (42 CFR Ch. IV (10-1-11 Edition), Rule 413.65).

Response: The proposed FSED at will be located on a parcel at an unaddressed site on Highway 96 in the northeast quadrant of the intersection of Highway 96 and East Pitts Lane behind Bethlehem Church of Christ in Murfreesboro, Rutherford County, Tennessee 37130, and is located approximately 6 driving miles from ASTRH, the main provider facility, which is located at 1700 Medical Center Parkway, Murfreesboro, TN 37129. This distance is well within the 35-mile radius requirement for FSEDs as outlined in the application criteria. See the following map of a 35-mile radius surrounding ASTRH in relation to the FSED.

of Rutherford County, one of the fastest-growing counties in Tennessee. The FSED will be open 24/7 and staffed by board-certified emergency physicians, nurses, and support personnel, offering the same level of care as a hospital-based ED. STH accepts a wide range of insurance plans, including Medicare, Medicaid/TennCare, TRICARE, and commercial payers. 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.

The proposed FSED is strategically positioned to address patient needs and the geographic disparities in access across the county. The proposed FSED will serve as a vital access point for emergency care in the eastern portion of Rutherford County, where travel times to the nearest ED can exceed 20 minutes during peak hours.

In alignment with HSDA Rule 0720-11-.01(1), which emphasizes the importance of need, accessibility, and equitable distribution of health services, the proposed FSED directly addresses the limited access to ED services in the eastern part of the county. It will also help alleviate pressure on the main hospital ED, improving throughput and patient experience across the system.

- 8. Services to High-Need Populations:** Special consideration shall be given to applicants providing services fulfilling the unique needs and requirements of certain high-need populations, including patients who are uninsured, low income, or patients with limited access to emergency care.

Response: The proposed FSED 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 22% of the payor mix at the FSED.

Additionally, ASTRH has historically provided care in its on-campus ED to a variety of payor sources, including Medicaid/TennCare, CoverKids and Medicare. Of the nearly 80,000 visits to the ASTRH on-campus ED for 2023, approximately 21 percent had Medicaid/TennCare as the payor source and approximately 26 percent had Medicare/Medicare Advantage as the payor source. The percent of ED visits with Medicare and Medicaid as the payor source to total visits has increased between 2021 and 2023.

	2021		2022		2023	
ASTRH	ED Visits	% of Total	ED Visits	% of Total	ED Visits	% of Total
Medicare/Medicare Advantage	17,485	24.8%	19,018	24.8%	20,589	25.8%
Medicaid/TennCare/CoverKids	13,594	19.3%	16,297	21.3%	17,106	21.4%

Other Government Sources	2,607	3.7%	1,848	2.4%	1,789	2.2%
Commercial/Commercial Other	23,482	33.3%	24,881	32.5%	24,623	30.9%
Self Pay	12,789	18.1%	13,991	18.3%	15,234	19.1%
All Other	635	0.9%	519	0.7%	464	0.6%
Total	70,592	100.0%	76,554	100.0%	79,813	100.0%

Source: TN Department of Health, Joint Annual Reports (JARs) for 2021, 2022 and 2023.

- 9. Establishment of Non-Rural Service Area:** The geographic service area shall be reasonable and based on an optimal balance between population density and service proximity of the applicant. The socio-demographics of the service area and the projected population to receive services shall be considered. The applicant shall demonstrate the orderly development of emergency services by providing information regarding current patient origin by ZIP Code for the hospital's existing ED in relation to the proposed service area for the FSED.

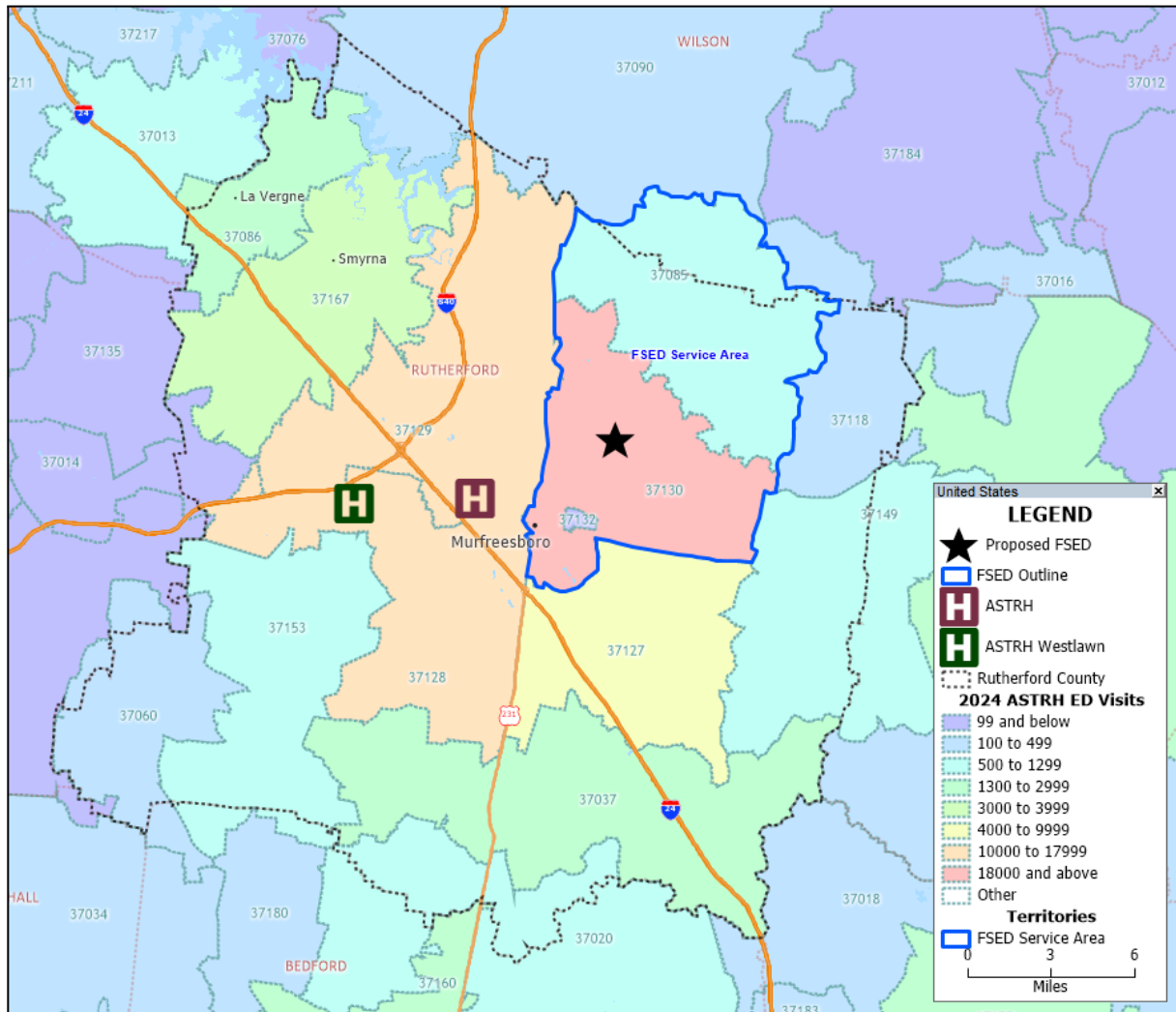
Establishment of a Rural Service Area: Applicants seeking to establish a freestanding emergency department in a rural area with limited access to emergency medical care shall establish a service area based upon need. The applicant shall demonstrate the orderly development of emergency services by providing information regarding patient origin by ZIP Code for the proposed service area for the FSED.

Response: The proposed service area for the FSED is strategically designed to balance population density and proximity to emergency services. The zip codes 37132, 37130, and 37085 had a total population of 66,568 in 2023. Currently, residents in the Service Area rely on ASTRH, it's microhospital, AST Rutherford Westlawn, or TriStar StoneCrest Medical Center for ED care. Approximately 25 percent of ASTRH's ED visits are patients who reside in the three-ZIP code Service Area. The following table details the number of 2024 ED visits at ASTRH for each ZIP code within the Service Area followed by a heat map that shows the number of ED visits visually.

ZIP Code/County	Host Hospital ED Visits	% of Total	Cumulative % Total
37130	18,159	23.8%	23.8%
37085	782	1.0%	24.8%
37132	29	0.0%	24.8%

Service Area Sub Total	18,970	24.8%	24.8%
Other Areas	57,355	75.2%	100.0%
Total	76,325	100.0%	

Source: ASTRH internal data.



10. 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: Please see response to Criterion 8 above, which documents the applicant's strong commitment to underserved population groups in the service area

11. Composition of Services: Laboratory and radiology services, including but not limited to XRAY and CT scanners, shall be available on-site during all hours of

operation. The FSED should also have ready access to pharmacy services and respiratory services during all hours of operation.

Response: The FSED will offer a full range of services for emergency patients, as reflected in the table below.

Service	Hours Available	On-Site	Contracted or InHouse
Laboratory	24/7	Yes	In-House
X Ray	24/7	Yes	In-House
CT Scanners	24/7	Yes	In-House
Ultrasound	24/7	Yes	In-House
Pharmacy	24/7	Yes	In-House
Respiratory	24/7	Yes	In-House
Other	24/7	Yes	In-House

Source: Internal data.

- 12. Pediatric Care:** Applicants should demonstrate a commitment to maintaining at least a Primary Level of pediatric care at the FSED as defined by CHAPTER 1200-08- 30 Standards for Pediatric Emergency Care Facilities including staffing levels, pediatric equipment, staff training, and pediatric services. Applicants should include information detailing the expertise, capabilities, and/or training of staff to stabilize or serve pediatric patients. Additionally, applicants shall demonstrate a referral relationship, including a plan for the rapid transport, to at least a general level pediatric emergency care facility to allow for a specialized higher level of care for pediatric patients when required.

Response: Ascension Saint Thomas is committed to providing emergency care to patients of all ages, including pediatric patients, at the proposed freestanding emergency department (FSED). The health system currently delivers emergency services to pediatric patients at its Rutherford Hospital campus and will extend the same level of care and preparedness to the FSED. The facility will meet or exceed the requirements for Primary Level Pediatric Emergency Care as defined in CHAPTER 1200-08-30 Standards for Pediatric Emergency Care Facilities, including appropriate staffing levels trained in pediatric emergency care, pediatric-specific equipment and supplies, and ongoing staff training in pediatric assessment, stabilization, and treatment. Low- to moderate-acuity pediatric patients will be treated and managed on-site, while those requiring a higher level of care will be stabilized and transferred to an appropriate general or higher-level pediatric emergency care facility. These transfers are coordinated

through the Ascension Saint Thomas Transfer Center, which ensures timely and efficient access to the appropriate level of care. Additionally, a minimum of two EMS units are housed at the main Rutherford campus, providing immediate access to transport resources when rapid transfer is necessary (JAR Hospital MasterFile 2023 3.xlsx). In the most recent reporting year, Ascension Saint Thomas Rutherford Hospital recorded over 28,800 pediatric emergency department visits, underscoring the hospital's significant role in serving the pediatric population of Rutherford County and supporting the need to extend pediatric-capable emergency services to the eastern portion of the county (JAR Hospital MasterFile 2023 3.xlsx).

- 13. Assurance of Resources:** The applicant shall document that it will provide the resources necessary to properly support the applicable level of emergency services. Included in such documentation shall be a letter of support from the applicant's governing board of directors 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 emergency 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 ED continuum of care.

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

- 14. 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. Each applicant shall outline planned staffing patterns including the number and type of physicians and nurses. Each FSED is required to be staffed by at least one physician and at least one registered nurse at all times (24/7/365). Physicians staffing the FSED should be board certified or board eligible emergency physicians. If significant barriers exist that limit the applicant's ability to recruit a board certified or board eligible emergency physician, the applicant shall document these barriers for the HSDA to take into consideration. Applicants are encouraged to staff the FSED with registered nurses certified in emergency nursing care and/or advanced cardiac life support. The medical staff of the FSED shall be part of the hospital's single organized medical staff, governed by the same bylaws. The nursing staff of the FSED shall be part of the hospital's single organized nursing staff. The nursing services provided shall comply with the hospital's standards of care and written policies and procedures.

Response: STH has years of experience in staffing emergency care facilities appropriately. The proposed FSED will be staffed with Board-certified or Board-eligible emergency physicians, assisted by trained and experienced RN nurse staff who are

certified in emergency nursing care and/or advanced cardiac life support. These specialists will be onsite 24 hours a day every day of the year. All emergency physicians and nurses will be part of Saint Thomas Rutherford's single organized medical and nursing staffs, governed by the same bylaws.

The FSED will require approximately 25.1 FTE positions for direct-patient care and approximately 7.2 positions for non-direct-patient care for a total of 32.3 FTE positions. The table below summarizes the staffing levels by position for the FSED.

Position Type	FTEs Needed for Proposed FSED	FTEs Currently Employed	FTEs that will be Recruited
Physicians	4.2	0	4.2
Registered Nurses	11.5	0	11.5
ER Tech	0	0	0
EVS Tech	1.4	0	1.4
Radiology Tech (includes CT)	4.2	0	4.2
Ultrasonographer	0.5	0	0.5
Medical Tech	5.2	0	5.2
Other	5.3	0	5.3

Adequate Staffing of a Rural FSED: 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. Each applicant shall outline planned staffing patterns including the number and type of physicians. FSEDs proposed to be located in rural areas are required to be staffed in accordance with the Code of Federal Regulations Title 42, Chapter IV, Subchapter G, Part 485, Subpart F – Conditions of Participation: Critical Access Hospitals (CAHs). This standard requires a physician, nurse practitioner, clinical nurse specialist, or physician assistant be available at all times the CAH operates. The standard additionally requires a registered nurse, clinical nurse specialist, or licensed practical nurse to be on duty whenever the CAH has one or more inpatients. However, because FSEDs shall be in operation 24/7/365 and because they will not have inpatients, a registered nurse, clinical nurse specialist, or licensed practical nurse shall be on duty at all times (24/7/365). Additionally, due to the nature of the emergency services

provided at an FSED and the hours of operation, a physician, nurse practitioner, clinical nurse specialist, or physician assistant shall be on site at all times.

Source:

<http://www.ecfr.gov/cgi-bin/textidx?rgn=div6&node=42:5.0.1.1.4.4#se42.5.4851631>

Rationale: FSEDs should be staffed with a physician who is board-certified or board-eligible in emergency medicine and a registered nurse in order to ensure the facility is capable of providing the care necessary to treat and/or stabilize patients seeking emergency care. The HSDA should consider evidence provided by the applicant that demonstrates significant barriers to the recruitment a physician who is board-certified or board-eligible in emergency medicine exist. Rural FSEDs should be awarded flexibility in terms of staffing in accordance with federal regulations. Additionally, flexibility in staffing requirements takes into account the limited availability of medical staff in certain rural regions of the state.

Response: The proposed FSED will not be a rural FSED.

- 15. Medical Records:** The medical records of the FSED shall be integrated into a unified retrieval system with the host hospital.

Response: The medical records of this proposed FSED will be integrated into a unified retrieval system with ASTRH. ASTRH and the proposed FSED will use Cerner EMR as the electronic medical records system.

- 16. Stabilization and Transfer Availability for Emergent Cases:** The applicant shall demonstrate the ability of the proposed FSED to perform stabilizing treatment within the FSED and demonstrate a plan for the rapid transport of patients from the FSED to the most appropriate facility with a higher level of emergency care for further treatment. The applicant is encouraged to include air ambulance transport and an on-site helipad in its plan for rapid transport. The stabilization and transfer of emergent cases must be in accordance with the Emergency Medical Treatment and Labor Act.

Response: STH has a well-established system for stabilizing patients at its two hospital campus ED (ASTRH and ASTRH Westlawn). They have protocols in place to ensure rapid transport to facilities with higher levels of emergency care when necessary. An AirEvac can be utilized in Murfreesboro where a minimum of 2 EMS units are available at the main hospital. These same proven procedures will be applied at the proposed FSED to stabilize and transport patients appropriately.

17. Education and Signage: Applicants must demonstrate how the organization will educate communities and emergency medical services (EMS) on the capabilities of the proposed FSED and the ability for the rapid transport of patients from the FSED to the most appropriate hospital for further treatment. It should also inform the community that inpatient services are not provided at the facility and patients requiring inpatient care will be transported by EMS to a full service hospital. The name, signage, and other forms of communication of the FSED shall clearly indicate that it provides care for emergency and/or urgent medical conditions without the requirement of a scheduled appointment. The applicant is encouraged to demonstrate a plan for educating the community on appropriate use of emergency services contrasted with appropriate use of urgent or primary care.

Rationale: CMS S&C Memo 08-08, 2008, "...encourages hospitals with off-campus EDs to educate communities and EMS agencies in their service area about the operating hours and capabilities available at the off-campus ED, as well as the hospital's capabilities for rapid transport of patients from the off-campus ED to the main campus for further treatment".

The memorandum is available at the following link:

<https://www.cms.gov/Medicare/Provider-Enrollment-andCertification/SurveyCertificationGenInfo/downloads/SCletter08-08.pdf>

Response: The applicant is committed to informing the community about the emergency services available at the FSED. Community education and signage will be made available to all necessary parties to ensure residents understand the capabilities of the FSED and the rapid transport options for patients when necessary. A transfer plan will be available for patients needing a higher level of care or a more specific level of treatment at a better equipped facility.

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

Rationale: 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 State Health Plan.

Response: ASTRH is committed to actively participating in a Community Linkage Plan to address mental health, substance abuse, and behavioral health crisis intervention in Rutherford County. To support behavioral health patients, ASTRH contracts with psychiatrists for ED coverage and operates a 24/7 Transfer Center that coordinates patient placement and ensures seamless transfers to appropriate inpatient facilities. Likewise, an existing relationship exists with the Trustpoint facility across the street from the main hospital that provides behavioral health services in addition to STH's own behavioral hospital in Nashville.

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

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

- 20. Quality Control and Monitoring:** The applicant shall identify and document its existing or proposed plan for data reporting, quality improvement, and outcome and process monitoring system. The FSED shall be integrated into the host hospital's quality assessment and process improvement processes.

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

Response: ASTRH is licensed by the State of Tennessee and is accredited by The Joint Commission. As part of the STH network, ASTRH has access to a full range of quality and utilization management resources. The proposed FSED will be under the single license of ASTRH, to be owned and managed by ASTRH.

- 21. Provider-Based Status:** The applicant shall comply with regulations set forth by 42 CFR 413.65, *Requirements for a determination that a facility or an organization has provider-based status*, in order to obtain provider-based status. The applicant shall demonstrate eligibility to receive Medicare and Medicaid reimbursement, willingness to serve emergency uninsured patients, and plans to contract with commercial health insurers.

Rationale: FSEDs should operate under the same guidelines as traditional emergency departments. This includes providing service to all patients regardless of ability to pay and acceptance of Medicare, Medicaid, and commercial insurance.

Response: The applicant is enrolled in Medicare and Medicaid, making it eligible for reimbursement under these programs. The applicant also provides emergency care for uninsured patients and will continue to maintain contracts with commercial health insurers, ensuring broad access to healthcare services for all individuals.

Licensure and Quality Considerations: Any applicant for this CON service category shall be in compliance with the appropriate rules of the TDH, the EMTALA, along with any other existing applicable federal guidance and regulation. The applicant shall also demonstrate its accreditation status with the Joint Commission or other applicable accrediting agency. The FSED shall be subject to the same accrediting standards as the licensed hospital with which it is associated.

Note: Federal legislation, the Rural Emergency Acute Care Hospital (REACH Act), is under consideration. Under this legislation rural hospitals would be permitted to convert into a FSED and retain CMS recognition. If passage takes place, these standards should be considered revised in order to grant allowance to Tennessee hospitals seeking this conversion in accordance with the federal guidelines.

Response: The applicant is in compliance with, and licensed by, the Board for Licensure of Healthcare Facilities and the Tennessee Department of Health. ASTRH is certified to participate in the Medicaid and Medicare programs and currently meets all requirement of certification. ASTRH is accredited by The Joint Commission. The proposed FSED will operate as a department of the applicant, and therefore will be subject to the same accrediting standards as the licensed hospital with which it is associated (ASTRH).



Freestanding Emergency Department (FSED)

Application Guide Index

1. Determination of Need in the service area

Applicants must demonstrate need for a Freestanding Emergency Department in at **least one** of the following: geographic isolation, capacity challenges, and/or low quality of care at existing emergency department facilities in the service area. Check the boxes that apply.

- A. Geographic Isolation
- B. Capacity Challenges
 - 1. Wait Times -
 - 2. Visits per treatment room
- C. Low Quality
- D. Other Applicable Data Related to Need and Capacity

2. Expansion of Existing Emergency Department Facility

- A. Visits per Treatment Room
- B. Additional Data

3. Relationship to Existing Similar Services in the Area

- A. All Applicants
- B. Rural Service Area Applicants
- C. Critical Access Hospitals

4. Host Hospital ED Quality of care

5. Appropriate Model for Delivery of Care

6. Geographic Location

7. Access

8. Services to High Need Populations

9. Establishment of Service Area



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E. Establishment of Non-Rural Service Area

F. Establishment of Rural Service Area

10. Relationship to Existing Applicable Plans: Underserved Area

11. Composition of Services

12. Pediatric Care

13. Assurance of resources

14. Adequate Staffing

G. All Applicants

H. Non-Rural Staffing Requirements

I. Rural Staffing Requirements

15. Medical Records

16. Stabilization and Transfer Availability for Emergent Care

17. Education and Signage

18. Community Linkage

19. Data Requirements

20. Quality Control and Monitoring



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21. Provider Based Status

22. Licensure and Quality Considerations



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Directions

Applicants must use this document as a portion of the application process in order to address the Certificate of Need (CON) Criteria and Standards for Freestanding Emergency Departments (FSED). Include this completed document as a response to Section B of the CON application form (Section B addresses how the project relates to the criteria for a CON by addressing: need, economic feasibility, quality standards, and contribution to orderly development of health care). The CON Criteria and Standards for FSEDs are available at the following link:

Health Services Development Agency (HSDA)

[https://www.tn.gov/hsda/hsda-criteria-and-standards.h
tml](https://www.tn.gov/hsda/hsda-criteria-and-standards.html)

Data: Data sources approved to be used for addressing the standards and criteria include: Hospital Joint Annual Report, American College of Emergency Physicians (ACEP) Emergency Department Design Planning Guide – Second Edition, Medicare: Hospital Compare, and the Hospital Discharge Data System.

Some areas of the application require data provided by the TN Department of Health. These areas are listed, “**TN Dept of Health to provide data as requested by applicant**”

Applicants should request data from the Tennessee Department of Health (TDH) **at least three weeks** in advance of filing the application with the HSDA. Data requests can be made by utilizing the

following link:

TDH, Health Statistics

<https://www.tn.gov/health/health-program-areas/statistics.html>

Data requests should identify the host hospital and include the Zip Codes and counties that define the proposed service area.

Application Guide

1. Determination of Need in the Proposed Service Area

The applicant must demonstrate need for an emergency department in **at least one** of the following ways: *geographic isolation, capacity challenges, and/or low quality of care at existing emergency department (ED) facilities in the proposed service area*. Applicants are not required to address and provide data for all three categories. However, the applicant’s ability to demonstrate need in



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multiple categories may strengthen the application.

A. Geographic Isolation

Check the Box that Applies:

☒ The applicant is demonstrating geographic isolation for the proposed service area. If this box is checked the applicant must provide the information below.

☐ The applicant is not demonstrating geographic isolation for the proposed service area.

Data:

Utilizing the following table, provide the number of existing ED facilities in the proposed service area, as well as the distance of the proposed FSED from these facilities. This distance should be measured from the center of the county or zip code. If the proposed service area is comprised of contiguous Zip Codes, the applicant shall provide this information on all ED facilities located in the county or counties in which the service area Zip Codes are located. Add as many rows and/or columns to the table as necessary to adequately address this portion of the Determination of Need Standard.

The proposed Freestanding Emergency Department (FSED) at Lascassas Pike in Murfreesboro is strategically located to address a critical gap in emergency care access for residents in the eastern and northeastern portions of Rutherford County. There are currently no emergency departments located within ZIP codes 37085 (Lascassas), 37130, or 37132, which collectively represent a significant and growing portion of the county's population.

Geographic Isolation and Travel Burden

Residents in the Lascassas area and surrounding communities must currently travel over 20 minutes during peak hours to reach the nearest emergency department. This travel often involves navigating congested corridors such as Lascassas Pike (Hwy 96) which can delay access to time-sensitive care. The proposed FSED will significantly reduce travel times and improve emergency response for these residents, particularly for conditions where minutes matter—such as stroke, cardiac events, and trauma.

Lack of Comparable Services to the East and Northeast

The eastern/northeastern quadrant of Rutherford County are underserved by emergency care infrastructure. The western portion of Murfreesboro has benefited (as demonstrated by the ED volumes) from the Westlawn small platform hospital and the developing medical hub off of Veterans Pkwy - an integrated outpatient and emergency care campus - the east side of the county would equally benefit.

Population Growth and Demand

Rutherford County is one of the fastest-growing counties in Tennessee. The ZIP codes targeted by this project—particularly 37085 and 37130—are experiencing rapid residential development, especially among young families and retirees. These populations are more likely to require accessible emergency care close to home.



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Existing ED Facilities and Distance from the Proposed FSED: Table 1A

Emergency Department	Distance in Miles to the Center of the Following Counties/ZIP Codes:	County 1	Zip Code 1	Zip Code 2	Zip Code 3	Distance to Proposed FSED (Driving)	Distance in miles to the Proposed FSED Site (Straight-line / As the crow flies)
ASTRH		Rutherford	37130	37085	37132	6.1 miles (16 minutes)	5.5 miles
ASTWL		Rutherford	37130	37085	37132	13.9 miles (23 minutes)	9.6 miles
TriStar		Rutherford	37130	37085	37132	19.6 miles (30 minutes)	14.2 miles

Source: Google Maps

The applicant is not applying under Criterion #2, but is including the data below for reference.

Table 2A1

Factor	Result/Range	Notes
% Emergency Department Patients Admitted as Inpatients	Mid-Range	Mid is 12% to 20%; applicant is 15.9%
Length of Stay (Hours) in ED	Mid-Range	High is > 4.0 hrs; applicant is 3.6 hrs
% of ED Patients seen in Private Rooms	High-Range	All patients at ASTRH are seen in private rooms
% of patients that will be moved from patient rooms to inner waiting or results waiting areas	High-Range	All patients at ASTRH remain in private treatment spaces for the entire visit
% of observation and extended stay patient remaining in ED	Mid-Range	7.7% of observation and extended stay patients remain in ED
# Average Minutes an ED patient admitted as an inpatient remains in ED	Mid-Range	Mid is 90 to 120 minutes; applicant is 104 minutes
Average turnaround time (minutes) for results for lab and imaging studies	Mid-Range	High is > 90 minutes; applicant is 75 mins for lab, 64 mins for imaging
% of behavioral health ED patients	Mid-Range	High is > 7%; applicant is 6.0%
% of ED patients either ESI 4 or 5	High-Range	High is < 25%; applicant is 21.7%
% of ED patients Age 65+	High-Range	High is > 20%; applicant is 24.2%
% of imaging studies performed in ED	Mid-Range	Limited general radiology and CT; applicant is 29.1%
Provisions in ED for family consult/grieving rooms	Mid-Range	Family quiet room and patient viewing room are available for family usage
Availability of geriatric specialty area	Low-Range	No designated geriatric space
Availability of pediatric specialty area	Low-Range	No designated pediatric space
Availability of prisoner/detention patient specialty area	Low-Range	No designated prisoner spaces
Availability of administrative/teaching specialty area	Low-Range	No designated admin/teaching specialty area
The Range Where Majority of Above Factors Fall, i.e., Low, Mid or High Range	Mid-Range	

Source: Internal data, CY2024



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Host Hospital ED Visits per Treatment Room: Table 2A2

Emergency Department Design: A Practical Guide to Planning, American College of Emergency Physicians – Estimates for Emergency Department Areas and Beds					
Facility/Standard	Annual Visits*	Dept. Gross Area	Bed Quantities		
		Square Footage	Bed Quantity	Visits/Beds	Area/Bed
Host Hospital	93,570	45,800	84	1,114 visits/bed	545 SF/Bed
ACEP Standard (high range)	90,000	55,800	72	1,250 visits/bed	775 SF/Bed
ACEP Standard (high range)	95,000	58,900	76	1,250 visits/bed	775 SF/Bed

**Use most recent year for host hospital (FY2025)*

Note: Since the host hospital volume fell between benchmarks, both the 90,000 and 95,000 visit high ranges were provided for comparison

B. Capacity Challenges: Wait Times and Visits per Treatment Room

Check the Box that Applies:

☐

The applicant is demonstrating capacity challenges in the proposed service area. If this box is checked the applicant must provide the information below.

☒

The applicant is not demonstrating capacity challenges in the proposed service area.

Data:

1. Wait Times

To demonstrate wait times in the proposed service area and demonstrate need, complete the below tables for each existing ED facilities in the proposed service area. For this analysis, service area is defined as including all of any county included in a ZIP Code area.

Data:

2. Visits per Treatment Room

Complete the following table to provide data on the number of visits per treatment room per year for each of the existing ED facilities in the service area. For this analysis, service area is defined as including all of any county included in the ZIP Code area.

Not applicable. The applicant is not applying under the Capacity Challenges: Wait Times and Visits per Treatment Room in the Service Area criteria.

C. Low Quality of Care at Existing Emergency Departments in the Service Area

Note: The host hospital ED should NOT be demonstrating low quality of care. This applies to other operators in the proposed service area. - N/A



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Check the Box that Applies:

☐

The applicant is demonstrating low quality of emergency care in the proposed service area. If this box is checked the applicant must provide the information below.

☒

The applicant is not demonstrating low quality of emergency care in the proposed service area.

Data:

If the applicant is demonstrating low quality of care, complete the tables below for each existing ED facility in the proposed service area. The Joint Commission's "Hospital Outpatient Core Measure Set" is utilized to demonstrate the quality of care provided by EDs. Existing emergency facilities should be in the bottom quartile of the state in the measures listed below in order to demonstrate low-quality of care. It is the responsibility of the applicant to provide data on the existing facilities in the proposed service area what quartile is applicable for each measure. For this analysis, service area is defined as including all of any county included in a ZIP Code area.

Not applicable. The applicant is not applying under a Low Quality of Care at Existing Emergency Department in the Service Area criteria.

D. Other Applicable Data Related to Need and Capacity

Check the Box that Applies:

☐

The applicant is providing additional data related to need and capacity. If this box is checked the applicant must provide the information below.

☒

The applicant is not providing additional data related to need and capacity

Data:

The applicant may provide data relevant to patient acuity levels, age of patients, percentage of behavioral health patients, and existence of specialty modules at existing EDs in the proposed service area to demonstrate capacity challenges. If the applicant is providing additional data, at a minimum, complete the following table for all ED facilities in the proposed service area. Other relevant categories may be added to the table by the applicant.

Not applicable. The applicant is not applying under the Other Applicable Data Related to Need and Capacity in the Service Area criteria.

2. Expansion of Existing Emergency Department Facility

Applicants seeking expansion of the existing host hospital ED through the establishment of a FSED in order to decompress patient volumes should demonstrate the existing ED of the host hospital is operating at or above capacity.



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Check the Box that Applies:

☐

The applicant is demonstrating the need to decompress volumes at the host hospital ED.
If this box is checked the applicant must provide the information below.

☒

The applicant is not demonstrating the need to decompress volumes at the host hospital ED.

A. Visits per Treatment Room

Data:

The applicant should provide data on the number of visits per treatment room per year at the relevant existing ED facility. This number should be compared to the ACEP guidelines found in Emergency Department Design – A Practical Guide to Planning for the Future, Second Edition, Figure 5.1, pages 116-117.

Complete the following two tables in order to demonstrate host hospital ED capacity. In order to determine if the host hospital is a low, medium, or high range hospital, utilize Table 5.2, pages 109- 112 in the ACEP Guidelines. The results for the majority of the factors in the first table determine the range selected for the second table.

Not applicable. The applicant is not applying under the Expansion of Existing Emergency Department Facility in the Service Area criteria.

Check the Box that Applies:

☐

The applicant is providing additional data related to capacity, efficiencies, and demographics. If this box is checked the applicant must provide the information below.

☒

The applicant is not providing additional data related to capacity, efficiencies, and demographics.

Data:

The applicant is encouraged to provide additional evidence of the capacity, efficiencies, and demographics of patients served within the existing host hospital ED facility in order to better demonstrate the need for expansion. The applicant may provide data relevant to patient acuity levels, age of patients, percentage of behavioral health patients, and existence of specialty modules. If the applicant is providing additional data, at a minimum, complete the following table for the host hospital ED. Other relevant categories may be added to the table by the applicant.

Not applicable.

3. Relationship to Existing Similar Services in the Area

a. All Applicants

Data:

The proposal shall discuss what similar services are available in the service area and the trends



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in occupancy and utilization of those services. This discussion shall include the likely impact of the proposed FSED on existing EDs in the service area and shall include how the applicant's services may differ from existing services. Utilize the below tables to address this portion of the standards.

The proposed AST Murfreesboro FSED will not duplicate existing services but rather complement them by alleviating pressure on AST Rutherford's main campus. The service area ZIP codes currently lack any FSEDs or acute care hospitals, and the applicant has demonstrated that the proposed facility will serve a growing population with increasing demand for emergency services. The project is expected to improve access, reduce travel times, and enhance the overall efficiency of emergency care delivery in Rutherford County.

1. There are no other FSEDs located within the proposed service area ZIP codes (37130, 37132, and 37085).
2. The only two acute care hospitals with EDs in the county are:
 - Ascension Saint Thomas Rutherford (AST Rutherford)
 - TriStar StoneCrest Medical Center

The decision to designate ZIP codes 37130 (Murfreesboro), 37085 (Lascassas), and 37132 (Middle Tennessee State University) as the primary service area for the proposed FSED was driven by a combination of population density, existing emergency care patterns, and strategic alignment with Ascension Saint Thomas Rutherford Hospital (ASTRH)'s current footprint and patient preferences.

1. Core of Emergency Demand in Rutherford County

These three ZIP codes collectively represent the core of the Murfreesboro community and account for a significant share of Rutherford County's emergency care demand. In 2023 alone, ASTRH reported 79,813 ED visits, the highest in the region, with many of those visits originating from these ZIPs.

2. Existing Patient Loyalty and Utilization Patterns

Data from the 2023 Joint Annual Report (JAR) and ZIP code-level breakdowns show that over 79% of emergency visits from these ZIPs were to Saint Thomas Health EDs, with ASTRH capturing 76.8% of all ED visits from this area. This strong patient preference underscores the appropriateness of locating the FSED where demand is already concentrated.

3. Lack of Services in the Selected ZIPs

There are no other FSEDs or acute care hospitals currently operating within ZIP codes 37130, 37085, or 37132. This absence of local emergency infrastructure supports the need for a new facility to improve access and reduce travel times for residents.

4. Strategic Proximity to AST Providers and other partners

The selected ZIP codes are geographically proximate to existing AST providers and other partners, most notably MMC, allowing for seamless integration of services and continuity of care. This proximity also supports operational efficiency and enhances the patient experience.

5. Population Growth and Urban Density

Murfreesboro and its surrounding ZIPs are experiencing rapid population growth, particularly among younger and university-affiliated populations in 37132. This demographic trend is expected to sustain and increase ED demand, making these ZIPs ideal for long-term investment.

6. Southern Rutherford County Considerations



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While southern Rutherford County is also growing, it is currently better served by existing facilities and does not exhibit the same concentration of ED demand or patient outmigration patterns. Additionally, the geographic dispersion and lower density in the southern region make it less suitable for an FSED, which typically serves a smaller, more concentrated radius.

Hospital ED Utilization in the Proposed Service Area (PSA): Table 3A1

Hospital ED	County	PSA Resident ED Visits at Hospital ED (A)	Total Service Area Resident ED Visits (B)	Market Share in Service Area ((A)/(B)) X 100 = Market Share %
Saint Thomas Rutherford	Rutherford	61,111	128,894	47.4%
TriStar StoneCrest	Rutherford	37,966	128,894	29.5%
Saint Thomas Westlawn	Rutherford	5,578	128,894	4.3%
Other TN Hospitals	All Other TN Counties	24,239		
Total		128,894		
Satellite ED Visits YR 1		8,790		

Source: 2023 HDDS data (DRI# 35551765).

Market Shares of ED Facilities in the Proposed Service Area: Table 3A2

ZIP Code/County	% Highest Market Share	% 2 nd Highest Market Share	% 3 rd Highest Market Share	% Applicant Host ED (if not top 3)
37130 - Rutherford County	77.2% ASTRH	7.8% TriStar StoneCrest	5.2% VUMC	In Top 3
37132 - Rutherford County	NA	NA	NA	NA
37085 - Rutherford County	NA	NA	NA	NA

Source: 2023 HDDS data (DRI# 35551765) used for zip code 37130. 37132 and 37085 not available.

The HDDS data only included data for zip code 37130 due to suppression, therefore we are providing the following table (3A2.2) populated with THA data as supplemental.

Market Shares of ED Facilities in the Proposed Service Area: Table 3A2.2

ZIP Code/County	% Highest Market Share (Volume)	% 2 nd Highest Market Share (Volume)	% 3 rd Highest Market Share (Volume)	% Applicant Host ED (if not top 3)
37130 - Rutherford County	71.7% ASTRH (28,632)	9.4% TriStar StoneCrest (3,475)	6.1% AST Westlawn (1,671)	In Top 3
37132 - Rutherford County	58.3% ASTRH (26)	6.3% TriStar Skyline (3)	6.3% TriStar Summit (3)	In Top 3
37085 - Rutherford County	53.4% ASTRH (516)	15.3% TriStar StoneCrest (148)	9.0% AST Westlawn (87)	In Top 3

Source: THA, 2024

Historical Utilization of EDs in the Proposed Service Area latest 3 years: Table 3A3

County	Facility	2021 ED Visits	2022 ED Visits	2023 ED Visits	% Change
Rutherford	Saint Thomas Rutherford	74,736	79,214	80,040	7.1%
Rutherford	TriStar StoneCrest	47,909	50,118	50,923	6.3%
Rutherford	Saint Thomas Westlawn	-	-	6,232	N/A
TOTAL		122,645	129,332	137,195	11.8%

Note: Saint Thomas Westlawn did not open until 2023



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Source: Tennessee Department of Health, Division of Population Health Assessment, Office of Healthcare Statistics
2023

b. Rural Service Area Applicants

☐

The proposed service area is rural. If this box is checked the applicant must provide the information below.

☒

The proposed service area is not rural.

Data:

Complete the following table to provide patient origin data by ZIP Code for each existing facility as well as the proposed FSED in order to verify the proposed facility will not negatively impact the patient base of the existing rural providers. Applicants may add or remove as many columns and/or rows as necessary.

In an area designated as rural, the proposed facility should not be located within 10 miles of an existing facility.

In rural proposed service areas, the location of the proposed FSED should not be closer to an existing ED facility than to the host hospital.

Not applicable. The proposed service area is in Rutherford county which is not rural.

Critical Access Hospitals

☐

The proposed service area contains a critical access hospital(s). If this box is checked the applicant must provide the information below.

☒

The proposed service area does not contain a critical access hospital(s).

Data:

The location of the proposed FSED should not be closer to an existing CAH than to the host hospital. Provide the distance of the proposed FSED from any existing CAH in the proposed service area and the distance of the proposed FSED from the host hospital ED.

Not applicable. The proposed service area does not contain a critical access hospital.

4. Host Hospital Emergency Department Quality of Care

The quality of the host hospital should be in the top quartile of the state in order to be approved for the establishment of a FSED. It is the responsibility of the applicant to provide data on the host hospital ED and what quartile is applicable for each measure.

Data:



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

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

Quality of Care Provided at the Host Hospital ED: Tables 4 (1-8)

Measure: OP-1 Median Time to Fibrinolysis						
Emergency Department	Timeframe	Ed Time/Score	Check (X) Applicable Quartile			
			≤25 th Percentile	25 th -50 th Percentile	50 th -75 th Percentile	≥75 th Percentile
I think this measure has been removed from the hospital OQR program						

Measure: OP-2 Fibrinolytic Therapy Received Within 30 Minutes						
Emergency Department	Timeframe	Ed Time/Score	Check (X) Applicable Quartile			
			≤25 th Percentile	25 th -50 th Percentile	50 th -75 th Percentile	≥75 th Percentile
This measure was removed due to too few hospitals reporting						
Measure: OP-4 Aspirin at Arrival						
Emergency Department	Timeframe	Ed Time/Score	Check (X) Applicable Quartile			
			≤25 th Percentile	25 th -50 th Percentile	50 th -75 th Percentile	≥75 th Percentile
Removed from the hospital OQR program						

Measure: OP-5 Median Time to ECG						
Emergency Department	Timeframe	Ed Time/Score	Check (X) Applicable Quartile			
			≤25 th Percentile	25 th -50 th Percentile	50 th -75 th Percentile	≥75 th Percentile
Removed from the hospital OQR program						

Measure: OP-18 Median Time from ED Arrival to Departure for Discharged ED Patients						
Emergency Department	Timeframe	Ed Time/Score	Check (X) Applicable Quartile			
			≤25 th Percentile	25 th -50 th Percentile	50 th -75 th Percentile	≥75 th Percentile
ASTRH	7/1/2023 - 6/30/2024	180		X		

Measure: OP-20: Door to Diagnostic Evaluation by a Qualified Medical Personnel						
Emergency Department	Timeframe	Ed Time/Score	Check (X) Applicable Quartile			
			≤25 th	25 th -50 th	50 th -75 th	≥75 th
			Percentile	Percentile	Percentile	Percentile
Removed from the hospital OQR program						

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

Measure: OP-23 ED-Head CT or MRI Scan Results for Acute Ischemic Stroke or Hemorrhagic Stroke Patients who Received Head CT or MRI Scan Interpretation With 45 Minutes of ED Arrival						
Emergency Department	Timeframe	Ed Time/Score	Check (X) Applicable Quartile			
			≤25 th Percentile	25 th -50 th Percentile	50 th -75 th Percentile	≥75 th Percentile
NA	NA	NA	Not applicable. Only 37 of 98 Tennessee hospitals reported data for this measure.			

5. Appropriate Model for Delivery of Care

The applicant should discuss why a FSED is the appropriate model for the delivery of care in the proposed service area.

Urgent and primary care services are not available 24/7, are not able to provide significant uncompensated care and are not staffed to handle acuity levels requiring emergent care, stabilization and perhaps prepare a patient for transport and additional inpatient services post stabilization.

Saint Thomas Rutherford is the largest provider of emergency care in the service area. Due to significant growth in the service area and broader Murfreesboro market, patients in the service area are experiencing longer commute times and congestion more frequently when trying to access the existing emergency services. For patients residing in the eastern most region of the service area, travels times frequently reach 20+ minutes given Hwy 96 is the main travel corridor and is currently only 2 lanes.

FSEDs are an appropriate model to provide and/or improve acute care in growing communities with less than optimal access to emergent care that are not large enough to support a full service hospital. This has been demonstrated in other communities across Middle Tennessee. Additionally, as hospital campuses have grown larger and more congested themselves, the smaller footprint/campus of an FSED provides a more easily accessible and navigable alternative to the majority of patients requiring emergent services without hospitalization.

The applicant acknowledges the risk of overuse of emergency department services for low-acuity patients, particularly in rapidly growing service areas where primary care access may be limited and the associated risk of adding unnecessary costs to the overall healthcare system. To mitigate this risk, Saint Thomas has built out a lower acuity system of care across Rutherford County that includes two 30,000 square foot “Care Centers” for primary care services as well as three Saint Thomas branded urgent care centers, with more planned. Additionally, we continually provide education to the public and our patients regarding when to follow up with a PCP, urgent care or an ED. We do this through discharge education, marketing initiatives (most recently our “Take me to Ascension” campaign) and community events. Our Ascension Connect initiative, deployed through our urgent care centers, is designed to connect patients to the appropriate PCPs and/or



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specialists in an effort to get them aligned to the appropriate sites of care and providers in order to prevent future visits from resulting in an unnecessary ED visit.

Additionally, the proposed FSED will implement a care delivery model consistent with the expectations outlined in the Freestanding Emergency Department Application Guide 1.

Specifically, the FSED will:

- Deploy triage protocols to assess acuity and redirect non-emergent patients to more appropriate care settings.
- Educate patients on alternatives such as urgent care, retail clinics, and virtual visits, including Ascension's own telehealth offerings.
- Coordinate with community partners (e.g., Murfreesboro Medical Clinic) to ensure seamless referral pathways for low-acuity cases.
- Monitor utilization patterns and acuity mix using CPT codes 99281–99285, consistent with HDDS reporting standards.

This approach aligns with Ascension's system-wide efforts to reduce unnecessary ED utilization, improve care coordination, and enhance patient experience. It also supports the Tennessee Health Facilities Commission's goals of promoting efficient, high-quality emergency care delivery.

6. Geographic Location

Data:

The FSED should be located within a 35 mile radius of the hospital that is the main provider. A map should also be provided as evidence.

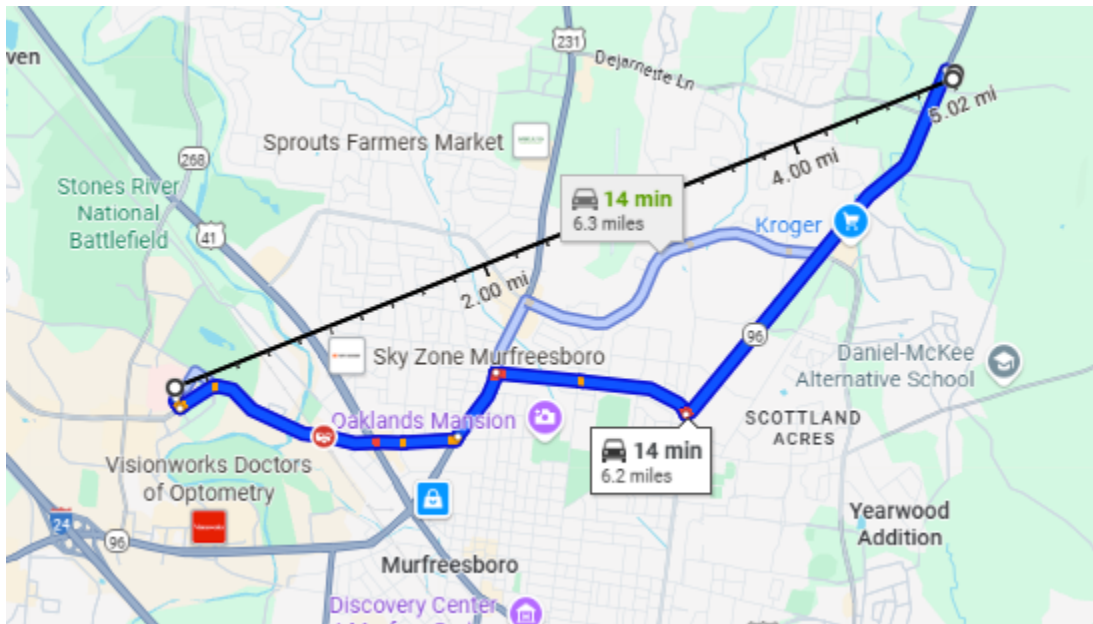
The proposed FSED is located approximately 6.2 driving miles (or approximately 5.0 miles as the crow flies) east from the host hospital, Saint Thomas Rutherford. The map below demonstrates the proposed FSED is located within a 35-mile radius of the host.

Distance from Host Hospital: Table 6



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Source: Google Maps

7. Access

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

By definition, an emergency room, including the proposed FSED, must serve all who seek care as shown in its policies and based on EMTALA. The host hospital, Saint Thomas Rutherford, currently serves more emergency patients in the proposed service area than any other provider. Saint Thomas Rutherford has a history of providing care to all patients regardless of their ability to pay. In FY2025 (ended June 30, 2025), Saint Thomas Rutherford provided approximately \$126M in charity care and uninsured discounts.

8. Services to High Need Populations

Special consideration shall be given to applicants providing services fulfilling the unique needs and requirements of certain high-need populations, including patients who are uninsured, low income, or patients with limited access to emergency care.

Data:

Use the following table to compare the payor mix of the host hospital to payor mix of the total service area. Applicants may also present evidence demonstrating limited access to emergency care in the proposed service area when applicable.

The Saint Thomas Rutherford ED serves and will continue to serve at its existing and proposed locations a significant number of uninsured and low-income patients presenting with emergency care needs. Saint Thomas Rutherford provides emergency care for more patients in the service area than any other provider and thus ensures access to the medically underserved populations in the area. The proposed FSED will provide enhanced access to emergency care services for all patients, especially those who are uninsured, low income, or patients with limited access to emergency care.



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Services to High Need Populations by Payor: Table 8

The TDH provided an aggregate 3-year view of the proposed FSED service area in comparison to the applicant (STR all ED patients)(DRI# 35552116)

Emergency Room Visits at Tennessee Acute Care Hospitals

Resident zip codes: 37130, 37132, and 37085 and

Emergency Room Visits: 7521 - Ascension Saint Thomas Rutherford

By Payer Mix, 2021 - 2023

Payer_mix	Patient Zip Code		7521 - Ascension Saint Thomas Rutherford	
	Service Area	Percent	Total	Percent
Commercial	19,696	25.6%	71,462	30.5%
Medically Indigent/Free	447	0.6%	22	0.0%
Medicare	16,728	21.7%	59,493	25.4%
Other	3,190	4.1%	11,934	5.1%
Self-Pay	15,706	20.4%	43,014	18.4%
TennCare/Medicaid	21,251	27.6%	48,065	20.5%
Total	77,018	100.0%	233,990	100.0%

NOTES:

Service Area = Aggregate of zip codes 37130, 37132, and 37085.

All Tennessee residents and out-of-state patients are included in the **7521 - Ascension Saint Thomas Rutherford** Total & Percent columns.

Source: Tennessee Department of Health, Division of Population Health Assessment, Office of Healthcare Statistics

As a supplement to what was provided by the TDH, we are including a chart of total ED visits by payor from the proposed service area zip codes for 2024.

ED Patients by Payor	ZIP Code 37130	% Total	Zip Code 37132	% Total	ZIP Code 37085	% Total
Medicare/Medicaid Advantage	2,994	15.4%	5	10.4%	209	21.6%
TennCare/Medicaid	5,047	26.0%	8	16.7%	131	13.6%
Commercial/Commercial Other	6,499	33.5%	16	33.3%	478	49.5%
Self-Pay	4,269	22.0%	16	33.3%	104	10.8%
Medically Indigent/Free	-	-	-	-	-	-
Other	592	3.1%	3	6.3%	44	4.6%
Total	19,401	100%	48	100%	966	100%

Source: THA data, 2024

9. Establishment of Service Area

a. Establishment of Non-Rural Service Area



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

☐ The proposed service area is rural.

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

Data:

Socio- demographics of the service area
Projected populations to receive services

Complete the following tables to demonstrate:

- i. Patient origin by ZIP Code for the hospital's existing ED in relation to the proposed service area for the FSED
- ii. Patient Origin by ZIP Code of the service area residents (i.e. market share).

The applicant may add or remove as many ZIP Code and Hospital ED lines as is necessary.

The proposed service area for the Ascension Saint Thomas Murfreesboro Freestanding Emergency Department (FSED) is composed of ZIP codes 37130, 37085, and 37132, located in the eastern portion of Rutherford County. This area was selected based on a combination of population density, geographic proximity to the proposed site, and historical patient origin data.

In 2023, the combined population of these ZIP codes was 66,568. Internal data from Ascension Saint Thomas Rutherford Hospital (ASTRH) shows that approximately 25% of its emergency department visits in 2024 originated from this service area, with ZIP code 37130 alone accounting for nearly 24% of total ED visits.

Despite this significant patient volume, there are currently no emergency departments located within the defined service area. Residents must travel to ASTRH, its microhospital (AST Rutherford Westlawn), or TriStar StoneCrest Medical Center, often facing travel times exceeding 20 minutes during peak hours.

The proposed FSED will provide a more proximate access point for emergency care, reducing travel times and improving response for time-sensitive conditions.



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Patient Origin, Ranked Highest to Lowest, Host Hospital: Table 9A1

(Highlight ZIP Codes in the Proposed Service Area)

The TDH provided a 3-year view of the host hospital patient origin (DRI# 35552116).

Emergency Room Visits: 7521 - Ascension Saint Thomas Rutherford
By Resident Zip Codes for Data Years 2021, 2022, 2023

Patient Zip Code	Data Year				3 Year	
	2021	2022	2023	Total	% Distribution	Cumulative %
37130	18,228	19,247	19,264	56,739	24.2%	24.2%
37128	12,342	13,937	13,261	39,540	16.9%	41.1%
37129	12,578	13,266	13,386	39,230	16.8%	57.9%
370	5,239	5,299	5,462	16,000	6.8%	64.8%
37127	4,300	4,655	4,989	13,944	6.0%	70.7%
371	4,050	4,118	4,360	12,528	5.4%	76.1%
37167	3,538	3,815	4,074	11,427	4.9%	80.9%
37160	2,149	2,045	2,216	6,410	2.7%	83.7%
37355	1,754	1,791	1,651	5,196	2.2%	85.9%
37086	1,311	1,341	1,598	4,250	1.8%	87.7%
373	1,358	1,285	1,364	4,007	1.7%	89.4%
37110	1,044	1,004	1,065	3,113	1.3%	90.8%
37013	615	659	747	2,021	0.9%	91.6%
37388	518	475	532	1,525	0.7%	92.3%
372	269	418	328	1,015	0.4%	92.7%
37211	239	244	273	756	0.3%	93.0%
37087	208	252	255	715	0.3%	93.3%
385	213	235	207	655	0.3%	93.6%
37122	190	200	207	597	0.3%	93.9%
37217	117	108	148	373	0.2%	94.0%
Other (117+zip)	4,476	4,820	4,653	13,949	6.0%	100.0%
Total	74,736	79,214	80,040	233,990	100.0%	-

NOTES:

* Data is suppressed when numbers are less than 11

All Tennessee residents and out-of-state patients are included.

Source: Tennessee Department of Health, Division of Population Health Assessment, Office of Healthcare Statistics, 2021, 2022, 2023.

As a supplement to what was provided by the TDH, we are including a chart of ED visit patient origin for 2024 from the THA.



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Zip Code	Volume	%of Total	Zip Code	Volume	%of Total
37130 - Murfreesboro, TN	18,159	23.8%	37217 - Nashville, TN	141	0.2%
37129 - Murfreesboro, TN	13,021	17.1%	37091 - Lewisburg, TN	131	0.2%
37128 - Murfreesboro, TN	12,424	16.3%	37016 - Auburntown, TN	126	0.2%
37127 - Murfreesboro, TN	4,777	6.3%	37207 - Nashville, TN	125	0.2%
37167 - Smyrna, TN	3,933	5.2%	37330 - Estill Springs, TN	99	0.1%
37160 - Shelbyville, TN	1,971	2.6%	38401 - Columbia, TN	98	0.1%
37355 - Manchester, TN	1,650	2.2%	38581 - Rock Island, TN	97	0.1%
37037 - Christiana, TN	1,644	2.2%	37095 - Liberty, TN	95	0.1%
37086 - La Vergne, TN	1,393	1.8%	37324 - Decherd, TN	89	0.1%
37190 - Woodbury, TN	1,332	1.7%	37184 - Watertown, TN	83	0.1%
37110 - McMinnville, TN	1,014	1.3%	37334 - Fayetteville, TN	79	0.1%
37085 - Lascassas, TN	782	1.0%	37012 - Alexandria, TN	75	0.1%
37153 - Rockvale, TN	748	1.0%	38583 - Sparta, TN	73	0.1%
37013 - Antioch, TN	642	0.8%	37218 - Nashville, TN	72	0.1%
37020 - Bell Buckle, TN	557	0.7%	37066 - Gallatin, TN	70	0.1%
37149 - Readyville, TN	513	0.7%	37135 - Nolensville, TN	70	0.1%
37388 - Tullahoma, TN	432	0.6%		69	0.1%
37018 - Beechgrove, TN	400	0.5%	37064 - Franklin, TN	68	0.1%
99997 - Homeless	387	0.5%	37027 - Brentwood, TN	67	0.1%
37026 - Bradyville, TN	354	0.5%	37174 - Spring Hill, TN	67	0.1%
37060 - Eagleville, TN	299	0.4%	37214 - Nashville, TN	67	0.1%
37166 - Smithville, TN	299	0.4%	37046 - College Grove, TN	66	0.1%
37357 - Morrison, TN	283	0.4%	37014 - Arrington, TN	65	0.1%
37090 - Lebanon, TN	268	0.4%	37075 - Hendersonville, TN	65	0.1%
37087 - Lebanon, TN	262	0.3%	37076 - Hermitage, TN	64	0.1%
37211 - Nashville, TN	235	0.3%	37115 - Madison, TN	61	0.1%
37180 - Unionville, TN	225	0.3%	37208 - Nashville, TN	61	0.1%
37122 - Mount Juliet, TN	205	0.3%	37138 - Old Hickory, TN	56	0.1%
37118 - Milton, TN	193	0.3%	37203 - Nashville, TN	56	0.1%
37398 - Winchester, TN	191	0.3%	38506 - Cookeville, TN	54	0.1%
37034 - Chapel Hill, TN	183	0.2%	37042 - Clarksville, TN	51	0.1%
37342 - Hillsboro, TN	173	0.2%	37209 - Nashville, TN	51	0.1%
37183 - Wartrace, TN	169	0.2%	37210 - Nashville, TN	51	0.1%
37133 - Murfreesboro, TN	152	0.2%	37352 - Lynchburg, TN	51	0.1%
			37067 - Franklin, TN	50	0.1%

Source: THA Data: Percentages are based on the total of 76,325 ED visits to ASTRH in 2024 1. ZIP codes with fewer than 50 visits are not shown. Data does not include AST Westlawn Hospital.

ED Patient Destination by Hospital ED: Table 9A2

(Include all EDs with 50 or More Patients from a ZIP Code)

ZIP Code/County	Saint Thomas Rutherford Patients ED 1	TriStar StoneCrest Patients ED 2	Westlawn	Other EDs	Total
37085 - Rutherford County	782	61	35	100	978
37130 - Rutherford County	19,259	1,939	529	3,236	24,963
37132 - Rutherford County	29	3	2	6	40



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Total	20,070	2,003	566	3,342	25,981
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Sources: TDH HDDS data for zip code 37130. THA data was used for suppressed zips 37085 and 37132

b. Establishment of Rural Service Area

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

☒ The proposed service area is non-rural.

2

Applicants seeking to establish a FSED in a rural service area with limited access to emergency medical care shall establish a service area based upon need.

Data:

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

Not applicable.

10. Relationship to Existing Applicable Plans; Underserved Area and Population

Data:

The proposal's relationship to underserved geographic areas and underserved population groups shall be a significant consideration. Complete the following table of federally designated areas in the proposed service area to address this portion of the standards.

Saint Thomas Rutherford's ED is the busiest in Rutherford County. It is important that service area residents have continued access to care as the service area has Federal designations for all the categories listed below. Through Saint Thomas Rutherford's existing ED and the proposed FSED, Saint Thomas Rutherford will continue to serve the underserved geographic areas and underserved population groups in the service area.

Underserved Geographic Areas and Underserved Population Groups: Table 10

Proposed Service Area ZIP Code and/or County	Medically Underserved Area Check (X) if Applicable	Medically Underserved Populations Check (X) if Applicable	Health Professional Shortage Area Check (X) if Applicable	Shortage Area for Mental Health Services Check (X) if Applicable
37130 - Rutherford		X	X	X
37085 - Rutherford		X	X	X
37132 - Rutherford		X	X	X

**While these zip codes are not fully designated as MUAs or HPSAs, portions of Rutherford County are federally designated as partial shortage areas. Specific census tracts or populations within these ZIPs may qualify under HRSA criteria.

These ZIP codes fall within Rutherford County, which includes census tracts designated as Medically



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Underserved Populations (MUPs) and Health Professional Shortage Areas (HPSAs) per HRSA and TDH data. While not all areas within each ZIP may qualify, the service area includes populations that meet federal shortage criteria.

11. Composition of Services

Laboratory and radiology services, including but not limited to XRAY and CT scanners, shall be available on-site during all hours of operation. The FSED should also have ready access to pharmacy services and repository services during all hours of operation. Complete the following table to demonstrate the intent to provide the required services.

The proposed Saint Thomas Rutherford FSED will have all the required services in-house.

Composition of Services: Table 11

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

12. Pediatric Care

The applicant should demonstrate a commitment to maintaining at least a Primary Level of pediatric care at the FSED as defined by CHAPTER 1200-08-30 Standards for Pediatric Emergency Care Facilities including staffing levels, pediatric equipment, staff training, and pediatric services. Applicants should include information detailing the expertise, capabilities, and/or training of staff to stabilize or serve pediatric patients. Additionally, applicants shall demonstrate a referral relationship, including a plan for the rapid transport, to at least a general level pediatric emergency care facility to allow for a specialized higher level of care for pediatric patients when required.

[Ascension Saint Thomas is committed to providing emergency care to patients of all ages, including pediatric patients, at the proposed FSED. The facility will meet or exceed the requirements for Primary Level Pediatric Emergency Care as defined in CHAPTER 1200-08-30 of the Tennessee Standards for Pediatric Emergency Care Facilities.](#)

[The FSED will be equipped with pediatric-specific equipment and supplies and staffed by clinicians trained in pediatric emergency care, including pediatric assessment, stabilization, and treatment. Ongoing staff education will ensure that all personnel maintain competencies in pediatric emergency protocols.](#)

[Low- to moderate-acuity pediatric patients will be treated and managed on-site. For patients requiring a higher level of care, the FSED will coordinate rapid transfer through the Ascension Saint Thomas Transfer Center,](#)



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which ensures timely access to appropriate inpatient or specialty pediatric services. A minimum of two EMS units are housed at the main Rutherford campus, providing immediate access to transport resources when needed.

In 2023, Ascension Saint Thomas Rutherford Hospital recorded over 28,800 pediatric emergency department visits (JAR Hospital 2023*), underscoring the system's significant role in serving the pediatric population of Rutherford County. The proposed FSED will extend this capability to the eastern portion of the county, improving access and outcomes for pediatric patients.

Source: Ascension Saint Thomas Rutherford Hospital, Pediatric Emergency Department Visit Volume, CY2023. Reported in JAR Hospital MasterFile 2023 submitted to the Tennessee Department of Health.

13. Assurance of Resources

The applicant shall document that it will provide the resources necessary to properly support the applicable level of emergency services. Such documentation should include, but not limited to, a letter of support from applicant's governing board of directors or chief financial officer.

Saint Thomas Rutherford affirms its full commitment to providing the resources necessary to develop and maintain the facility resources, equipment and staffing to provide the appropriate emergency services at the proposed FSED.

14. Adequate Staffing

c. All Applicants

The applicant shall document a plan demonstrating the intent and ability to recruit, hire, train, assess competencies of, supervise, and retain the appropriate numbers of qualified personnel to provide the services described in the application and that such personnel are available in the proposed service area. If the applicant plans to contract with an emergency physician group, the applicant should provide information on the physician group's ability to meet the staffing requirements. Utilize the following table to demonstrate planned staffing.

Ascension Saint Thomas Rutherford Hospital (ASTRH) has extensive experience in staffing emergency care facilities and is fully prepared to recruit and retain the personnel necessary to operate the proposed Freestanding Emergency Department (FSED). The FSED will be staffed 24/7/365 by board-certified or board-eligible emergency physicians, registered nurses, and allied health professionals.

All staff will be part of ASTRH's single organized medical and nursing staff, governed by the same bylaws and standards of care. The facility will also maintain a pool of trained backup personnel to ensure coverage during absences.

Staffing Patterns: Table 14

Position Type	FTEs Needed for Proposed FSED	FTEs Currently Employed	FTEs that will be Recruited
Physicians	4.2	0	4.2
Registered Nurses	11.5	0	11.5



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ER Tech	0	0	0
EVS Tech	1.4	0	1.4
Radiology Tech	4.2	0	4.2
CT Tech	(included in Radiology Tech)	-	-
Ultrasonographer	0.5	0	0.5
Medical Tech	5.2	0	5.2
Other	5.3	0	5.3
Total	32.3	0	32.3

d. Non-Rural Staffing Requirements

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

☐ The proposed service area is rural.

The applicant shall outline planned staffing patterns including the number and type of physicians and nurses. Each FSED is required to be staffed by at least one physician and at least one registered nurse at all times (24/7/365). Physicians staffing the FSED should be board certified or board eligible emergency physicians. If significant barriers exist that limit the applicant's ability to recruit a board certified or board eligible emergency physician, the applicant shall document these barriers for the HSDA to take into consideration. Applicants are encouraged to staff the FSED with registered nurses certified in emergency nursing care and/or advanced cardiac life support. The medical staff of the FSED shall be part of the hospital's single organized medical staff, governed by the same bylaws. The nursing staff of the FSED shall be part of the hospital's single organized nursing staff. The nursing services provided shall comply with the hospital's standards of care and written policies and procedures.

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

e. Rural Staffing Requirements

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

☒ The proposed service area is non-rural.

The applicant shall outline planned staffing patterns including the number and type of physicians. FSEDs proposed to be located in rural areas are required to be staffed in accordance with the Code of Federal Regulations Title 42, Chapter IV, Subchapter G, Part 485, Subpart F – Conditions of Participation: Critical Access Hospitals (CAHs). This standard requires a physician, nurse practitioner, clinical nurse specialist, or physician assistant be available at all times the CAH operates. The standard additionally requires a registered nurse, clinical nurse specialist, or



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licensed practical nurse to be on duty whenever the CAH has one or more inpatients. However, because FSEDs shall be in operation 24/7/365 and because they will not have inpatients, a registered nurse, clinical nurse specialist, or licensed practical nurse shall be on duty at all times (24/7/365). Additionally, due to the nature of the emergency services provided at an FSED and the hours of operation, a physician, nurse practitioner, clinical nurse specialist, or physician assistant shall be on site at all times.

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

15. Medical Records

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

The medical records of the proposed FSED will be fully integrated into the unified electronic medical record (EMR) system used by Saint Thomas Health. This integration ensures seamless documentation, continuity of care, and efficient coordination between the FSED, the host hospital campus as well as the System.

16. Stabilization and Transfer Availability for Emergent Cases

The applicant shall demonstrate the ability of the proposed FSED to perform stabilizing treatment within the FSED and demonstrate a plan for the rapid transport of patients from the FSED to the most appropriate facility with a higher level of emergency care for further treatment. The applicant is encouraged to include air ambulance transport and an on-site helipad in its plan for rapid transport. The stabilization and transfer of emergent cases must be in accordance with the Emergency Medical Treatment and Labor Act.

Ascension Saint Thomas Rutherford Hospital (ASTRH) has a well-established system for stabilizing and transferring patients requiring higher levels of care. These protocols will be fully implemented at the proposed Freestanding Emergency Department (FSED) in Murfreesboro.

The FSED will be equipped and staffed to provide immediate stabilization for all emergency conditions, including trauma, cardiac events, stroke, and other high-acuity presentations. The facility will operate 24/7 with board-certified emergency physicians, registered nurses, and allied health professionals trained in emergency stabilization procedures.

The largest percentage of patients are expected to be walk-in patients. EMS will ultimately determine which patients are appropriate given the patient's condition, location, patient choice and a variety of other factors. We are estimating that 10-15% of visits will arrive via EMS transport.

For patients requiring inpatient admission or specialized care, the FSED will coordinate rapid transfer through the Ascension Saint Thomas Transfer Center, which operates 24/7 and ensures seamless communication and coordination with receiving facilities. The FSED will have access to ground and air ambulance services, including AirEvac, and will be supported by a minimum of two EMS units stationed at the main ASTRH campus.

All stabilization and transfer procedures will comply with the Emergency Medical Treatment and Labor Act (EMTALA) and applicable state regulations. The FSED will maintain written transfer agreements and



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[protocols to ensure timely and appropriate patient handoffs.](#)

17. Education and Signage

The applicant shall demonstrate how the organization will educate communities and emergency medical services (EMS) on the capabilities of the proposed FSED and the ability for the rapid transport of patients from the FSED to the most appropriate hospital for further treatment. It should also inform the community that inpatient services are not provided at the facility and patients requiring inpatient care will be transported by EMS to a full service hospital. The name, signage, and other forms of communication of the FSED shall clearly indicate that it provides care for emergency and/or urgent medical conditions without the requirement of a scheduled appointment. The applicant is encouraged to demonstrate a plan for educating the community on appropriate use of emergency services contrasted with appropriate use of urgent or primary care.

[Ascension Saint Thomas Rutherford Hospital \(ASTRH\) is committed to ensuring that the community and emergency medical services \(EMS\) providers are fully informed about the capabilities and operations of the proposed Freestanding Emergency Department \(FSED\) in Murfreesboro.](#)

[The FSED will be clearly identified through signage, marketing materials, and public communications as a 24/7/365 emergency care facility. All signage and branding will comply with CMS and state guidelines, clearly indicating that the facility provides emergency and urgent care services without requiring a scheduled appointment. It will also be made clear that the FSED does not provide inpatient services and that patients requiring admission will be transferred to a full-service hospital.](#)

[Community education efforts will include:](#)

- [Outreach to local EMS agencies to ensure awareness of the FSED's capabilities and transfer protocols.](#)
- [Public information campaigns through local media, social media, and community events.](#)
- [Distribution of informational materials to local clinics, schools, and community centers.](#)

[The FSED will maintain a written transfer plan and will coordinate with EMS providers to ensure rapid transport of patients requiring higher levels of care. These procedures will be consistent with the Emergency Medical Treatment and Labor Act \(EMTALA\) and will be supported by the Ascension Saint Thomas Transfer Center.](#)

[This proactive approach to education and communication will ensure that the community understands how to appropriately access emergency services and what to expect when visiting the FSED.](#)

18. Community Linkage Plan

The applicant shall describe its participation, if any, in a community linkage plan, including its relationships with appropriate health and outpatient behavioral health care system, including mental health and substance use, providers/services, providers of psychiatric inpatient services, and working agreements with other related community services assuring continuity of care. The applicant is encouraged to include primary prevention initiatives in the community linkage plan that would address risk factors leading to the increased likelihood of ED usage.

[Saint Thomas Rutherford Hospital \(STRH\), as part of Ascension Saint Thomas, is deeply committed to](#)



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ensuring continuity of care through robust community partnerships and integrated care models. Although STRH does not currently operate a dedicated inpatient psychiatric or substance use disorder (SUD) unit, it actively participates in a broader behavioral health network and supports community-based services that address mental health, substance use, and social determinants of health.

1. Behavioral Health and Substance Use Services

While STRH does not maintain licensed psychiatric or SUD beds, it provides emergency stabilization and referral services for patients presenting with behavioral health needs. The hospital employs licensed clinical social workers (9.2 FTEs) and other medical social workers (1.0 FTE), who are instrumental in coordinating care transitions for patients requiring inpatient psychiatric or addiction treatment. These professionals work closely with regional behavioral health providers to ensure timely referrals and follow-up.

STRH also reports the use of both restraints and seclusion in accordance with regulatory standards, indicating its capacity to manage acute behavioral health crises safely and appropriately within the emergency department setting.

2. Community-Based Services and Outreach

STRH supports a wide range of community health initiatives that serve as primary prevention strategies and address risk factors contributing to emergency department (ED) utilization. These include:

- Community Health Education
- Health Screenings
- Immunization Programs
- Tobacco Cessation Programs
- Teen Outreach Services
- Transportation for Elderly to Health Services
- Meals on Wheels
- Mobile Primary Care Health Services
- Children's Wellness Programs
- Indigent Care Clinics

These programs are designed to reduce preventable ED visits by improving access to preventive care, chronic disease management, and social support services.

3. Emergency Department Integration

The hospital's emergency department, which treated over 79,000 patients in the reporting year, is staffed 24/7 with board-certified emergency physicians, emergency-trained nurses, and physician assistants. It maintains communication links with EMS, other hospitals, and specialty providers to facilitate rapid transfers and coordinated care. STRH also maintains a fully stocked blood bank, pharmacy, and diagnostic services to support comprehensive emergency care.

4. Partnerships and Continuity of Care

STRH collaborates with local and regional behavioral health providers, including inpatient psychiatric facilities and outpatient mental health clinics, to ensure patients receive appropriate follow-up care. The hospital's social work team facilitates these linkages and assists with discharge planning, transportation coordination, and insurance navigation.

As previously noted, the applicant plans to co-locate the proposed FSED next to the Murfreesboro Medical



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Clinic building currently under development. Complete programming is still under development by MMC, but the Lascassas Pike location is being modeled similarly to their Westlawn location. It will include primary care physicians in their Internal/Family Medicine and Pediatric departments. Additionally, the clinic is likely to offer some combination of allergy, gastro, rheumatology, ENT, podiatry as well as lab and diagnostic services.

At the present time there are no true urgent care facilities in the service area offering extended or weekend hours. MMC currently has a Family Walk-in Clinic in the Kroger Shopping Center approximately 1.25 miles from the proposed site. There are 3 other “walk-in” clinics in the service, but all are located in the more developed western portions of the service area closer to central Murfreesboro.

In addition to the aforementioned MMC, the applicant has close relationships with Trustpoint and Family Care Center for behavioral health needs, Monroe Carell for pediatric needs and Centerwell for geriatric population.

Additionally, Saint Thomas has its own network of urgent care, outpatient PT, outpatient imaging, and ambulatory surgery centers to provide a variety of convenient outpatient care services to the community. Other relationships with independent specialty physician practices include TNOncology and TOA.

A representative listing of community partners follows:

- American Heart Association
- American Cancer Society
- United Way of Rutherford and Cannon County
- Leukemia and Lymphoma Society
- Middle Tennessee State University
- Journey Home
- Interfaith Dental
- Domestic Violence & Sexual Assault Center
- Family & Children’s Services
- Nourish Food Bank
- Rutherford County Health Department
- Rutherford Community Health Council of Rutherford County
- We C.A.R.E. Rutherford
- Rutherford City Chamber
- Rutherford County Chamber of Commerce
- Christy Houston Foundation
- Rutherford County Schools
- Murfreesboro City Schools
- Branches of Recovery Center
- Doors of Hope
- Exchange Club of Rutherford
- Casa of Rutherford County
- Special Kids, Inc
- St. Sharabel Maronite Catholic Mission
- DCHS Project Graduation
- Murfreesboro Noon Rotary
- American National Red Cross
- Portico/Rutherford Crisis Pregnancy Center



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- Alive Hospice, Rutherford
- Boys & Girls Club of Rutherford
- Marfan Foundation

19. Data Requirements

The applicant shall agree to provide the Department of Health and/or the HSDA with all reasonably requested information and statistical data related to the operation and provision of services and to report that data in the time and format requested. As a standard practice, existing data reporting streams will be relied upon and adapted over time to collect all needed information.

The applicant agrees to provide the Tennessee Department of Health and the Health Facilities Commission (HSDA) with all reasonably requested information and statistical data related to the operation and provision of services at the proposed FSED. STRH will comply with all reporting requirements in the time and format requested, including but not limited to:

- Joint Annual Reports (JAR)
- Emergency department utilization data
- Quality metrics and patient safety indicators
- Financial and payer mix data
- Community benefit and charity care reporting

As a standard practice, STRH will utilize existing data reporting systems and adapt them as needed to meet evolving state and federal requirements.

20. Quality Control and Monitoring

The applicant shall identify and document its existing or proposed plan for data reporting, quality improvement, and outcome and process monitoring system. The FSED shall be integrated into the host hospital's quality assessment and process improvement processes.

The proposed FSED will be fully integrated into Saint Thomas Rutherford Hospital's existing quality assessment and performance improvement (QAPI) program. This includes:

- Participation in Ascension's system-wide quality and safety initiatives
- Monitoring of emergency department-specific metrics such as:
 - Door-to-provider time
 - Left without being seen (LWBS) rate
 - ED throughput and patient satisfaction
- Regular review of adverse events, near misses, and patient complaints
- Compliance with The Joint Commission standards and CMS Conditions of Participation

The FSED will be subject to the same internal audits, peer reviews, and clinical governance structures as the main hospital campus, ensuring consistent quality of care across all sites.

21. Provider-Based Status



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The applicant shall comply with regulations set forth by 42 CFR 413.65, *Requirements for a determination that a facility or an organization has provider-based status*, in order to obtain provider-based status. The applicant shall demonstrate eligibility to receive Medicare and Medicaid reimbursement, willingness to serve emergency uninsured patients, and plans to contract with commercial health insurers.

The proposed FSED will operate as a provider-based department of Saint Thomas Rutherford Hospital in accordance with 42 CFR § 413.65. As such:

- It will share the same Medicare and Medicaid provider numbers as the main hospital.
- It will be subject to the same licensure, accreditation, and billing standards.
- It will be included in all hospital-wide quality, compliance, and financial reporting systems.
- It will participate in all payer contracts and charity care policies applicable to STRH.

This provider-based designation ensures that patients receive the same level of care, protections, and financial assistance at the FSED as they would at the main hospital campus.

22. Licensure and Quality Considerations

Any applicant for this CON service category shall be in compliance with the appropriate rules of the TDH, the EMTALA, along with any other existing applicable federal guidance and regulation. The applicant shall also demonstrate its accreditation status with the Joint Commission or other applicable accrediting agency. The FSED shall be subject to the same accrediting standards as the licensed hospital with which it is associated. Applicants should address the applicable quality measures found in the HSDA Agency Rules.

Saint Thomas Rutherford is in full compliance with the above standard.

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 Rutherford Hospital

Name

an unaddressed site on Highway 96 in the northeast quadrant of the intersection of Highway 96 and East Pitts Lane behind Bethlehem Church of Christ

Rutherford County

County

Street or Route

Murfreesboro

Tennessee

37130

City

State

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

Director of Strategy

Name

Title

Saint Thomas Health

robert.suggs.ii@ascension.org

Company Name

Email Address

102 Woodmont Blvd

Street or Route

Nashville

Tennessee

37205

City

State

Zip

Director (employee)

865-712-9794

Association with Owner

Phone Number

3A. Proof of Publication

Attach the full page of newspaper in which the notice of intent appeared with the mast and dateline intact or submit a publication affidavit from the newspaper that includes a copy of the publication as proof of the publication of the letter of intent. (Attachment 3A)

Date LOI was Submitted: 09/12/25

Date LOI was Published: 09/12/25

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

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

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

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

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

Other -

Freestanding Emergency Department

Hospital -

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

Saint Thomas Health

Name

1700 Medical Center Parkway

615-396-4100

Street or Route**Phone Number**

Murfreesboro

Tennessee

37129

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: Ascension Saint Thomas Rutherford Hospital ("ASTRH") is ultimately owned by Saint Thomas Health ("STH") which is a member of Ascension Health ("AH"), one of the country's largest not-for-profit and Catholic-affiliated health systems. Please see Attachment 7A for ASTRH's corporate status, charter and other State filings as well as a copy of its ownership structure organizational chart.

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
-

RESPONSE: ASTRH is the buyer listed on a Purchase Agreement to acquire the land. A copy of the Letter of Intent 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 freestanding emergency department ("FSED") is a one-story structure. A floor plan is provided in Attachment 10A. The FSED will consist of approximately 11,250 square feet with 10 exam rooms, including 1 trauma room, imaging services, lab, and associated support space. There will be two canopied entrances, one for the general public and one for emergency vehicles.

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 FSED will be located on a parcel at an unaddressed site on Highway 96 in the northeast quadrant of the intersection of Highway 96 and East Pitts Lane behind Bethlehem Church of Christ in Murfreesboro, Rutherford County, Tennessee 37130. It is easily accessible by motor vehicle or ambulance along Highway 96 and/or East Pitts Lane. The City of Murfreesboro Transportation Department operates Murfreesboro Transit within the City of Murfreesboro, providing fixed-route bus transportation. The Highland Route has a stop located approximately two miles south of the proposed FSED site at North Rutherford Boulevard and Lascassas Pike. Paratransit is offered to those who meet eligibility requirements.

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 FSED is 2.05 acres. 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:

ASTRH proposes to establish an FSED to be operated as a satellite location of its Emergency Department. ASTRH is a 418-bed acute care hospital located in Murfreesboro, TN, approximately 6 driving miles southwest of the proposed FSED. The proposed FSED will be located on a 2.05 acre parcel at an unaddressed site on Highway 96 in the northeast quadrant of the intersection of Highway 96 and East Pitts Lane behind Bethlehem Church of Christ in Murfreesboro, Rutherford County, Tennessee 37130.

The proposed FSED will be a full-service hospital ED able to care for patients requiring all acuity levels of care. It will consist of approximately 11,250 square feet with 10 exam rooms, including 1 trauma room, imaging services (including at CT scanner), lab, and associated support space. There will be two canopied entrances, one for the general public and one for emergency vehicles.

For comparison purposes, the existing Westlawn Neighborhood Hospital has 8 private inpatient rooms and 8 ED treatment rooms.

Rutherford County Emergency Services (RCEMS) is the primary EMS service provider for Rutherford County. Saint Thomas Health also operates EMS services in the area and usually has 2-3 ground units stationed on the main campus at Saint Thomas Rutherford Hospital as well as an AirEvac unit based at the Smyrna airport.

-
- Ownership structure

RESPONSE: The proposed FSED will be owned and operated by ASTRH 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 Ascension Health (“AH”), one of the country’s largest not-for-profit and Catholic-affiliated health systems. AH’s national 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. The proposed FSED will be the first owned/operated FSED for Saint Thomas Health in Tennessee. Saint Thomas Health does hold a 20% stake in the Sumner Station FSED and the approved White House FSED via its joint venture with Lifepoint Health (Highpoint Health with Ascension Saint Thomas), but does not have an active role in operations. Ascension Health (parent of Saint Thomas Health) operates FSEDs in Florida and Texas via its Ministries in those markets.

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- Service Area

RESPONSE: The service area for the proposed FSED has been defined as the zip codes 37130 (Murfreesboro), 37132 (Middle Tennessee State University), and 37085 (Lascassas), located within Rutherford County, Tennessee.

-
- Existing similar service providers

RESPONSE: There is no emergency care provider located within the service area. ASTRH's main campus ED is 6 driving miles from the proposed FSED site. TriStar StoneCrest is 20 driving miles from the proposed FSED site.

- Project Cost

RESPONSE: The estimated capital cost of the project is \$19,080,334.

- Staffing

RESPONSE: Proposed first year staffing for the proposed FSED is 32.3 FTEs. These positions will be filled using the extensive recruiting resources available at STH and ASTRH.

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: In March 2023, ASTRH provided care to its first patient at the new, small format neighborhood hospital in the Westlawn area of the Blackman community just west of Murfreesboro proper. The Westlawn facility was opened to provide an alternative emergency care platform that could be more effectively embedded into the community creating an access point closer to where patients live and work. The success of that facility has indicated that consumers benefits from: A smaller campus size, resulting in easier navigation of the campus and avoiding the congestion often surrounding traditional general acute care hospital campuses; The community focus provides greater convenience, both day and night, by minimizing travel time for emergency care services; and The smaller footprint allows for improved patient flow, leading to more timely and efficient treatment of the patient. Rutherford County's population is growing at a rate that surpasses the state average, thus increasing the demand for emergency services across all communities in the county. For detailed population projections specific to the service area, Rutherford County and Tennessee, refer to Response 3N. The number of ED visits continues to increase as Rutherford County's population continues to increase. See the emergency department visits for Rutherford County acute care hospitals in Response 2N. The proposed FSED offers a similar convenient access point for emergency care to the fast growing communities to the east of Murfreesboro proper in a similar manner to Westlawn. Additionally, much like Westlawn, the proposed FSED will be co-located in a healthcare "community" adjacent to a new clinic being developed by Murfreesboro Medical Clinic ("MMC"), one of, if not the largest independent multi-specialty physician practice in Rutherford County. This collaborative community approach to providing primary care, specialty care and emergency care seems to be proving beneficial for patients for the reasons stated above. For additional context, as noted above, the Westlawn facility opened in March of 2023, therefore only partial data is available for that year. 2024 is missing 2 months of data (May/June) due to the cyber attack. The following summarizes calendar year IP and ED volumes at Westlawn through April 2025: 2023: ED - 6,984, IP - 594 2024: ED - 12,624, IP - 1,084 2025: ED - 5,072, IP - 522 Using internally sourced data from fiscal year 2025, the following summarizes the acuity experience at Westlawn: 99281 - 4.3% 99282 - 33.5% 99283 - 52.3% 99284 - 9.8% 99285 - 0.1% At the present time, the applicants anticipates a similar mix at the proposed FSED

- Quality Standards

RESPONSE: ASTRH is licensed by the State of Tennessee and is accredited by The Joint Commission. As part of the STH network, ASTRH has access to a full range of quality and utilization management resources. The proposed FSED will be under the single license of ASTRH, to be owned and managed by ASTRH (in the same manner as the Westlawn Neighborhood Hospital)

- Consumer Advantage

- Choice

RESPONSE: The proposed FSED will provide a choice for consumers in the service area for a smaller, easier to navigate, 24/7 emergency care option that is closer to their homes. 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: 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/or 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.

- Affordability

RESPONSE: Additionally 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.

3E. **Consent Calendar Justification**

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

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

4E. PROJECT COST CHART

A. Construction and equipment acquired by purchase:

1. Architectural and Engineering Fees	\$600,000
2. Legal, Administrative (Excluding CON Filing Fee), Consultant Fees	\$150,000
3. Acquisition of Site	\$2,100,000
4. Preparation of Site	\$1,900,000
5. Total Construction Costs	\$10,600,000
6. Contingency Fund	\$850,000
7. Fixed Equipment (Not included in Construction Contract)	\$337,500
8. Moveable Equipment (List all equipment over \$50,000 as separate attachments)	\$2,050,000
9. Other (Specify): <u>Capitalized Interest</u>	\$450,000

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)	\$19,037,500
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E. CON Filing Fee	\$42,834
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F. Total Estimated Project Cost (D+E)	\$19,080,334
TOTAL	

GENERAL CRITERIA FOR CERTIFICATE OF NEED

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

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

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

NEED

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

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

RESPONSE:

The Health Facilities Commission (“HFC”) has Standards and Criteria for various healthcare services. For the proposed FSED, one standards and criteria is applicable:

- Freestanding Emergency Departments Standards and Criteria

Responses to 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:

Response: The proposed service area for the proposed FSED is a three zip code area within Rutherford County, defined as zip codes 37130 (Murfreesboro), 37132 (Middle Tennessee State University), and 37085 (Lascassas). **See Attachments 2N.1 and 2N.2** for a map of Rutherford County, where the service area is located within, and a map that outlines the zip codes of the service area. ASTRH currently serves patients from the service area.

The following table provides the distances and drive times to the existing and approved hospitals and EDs in Rutherford County.

Distances and Drive Time from the proposed FSED to Existing and Approved Rutherford County hospitals and EDs

Facility	Distance	Drive Miles	Drive Time
AST Rutherford	5.5 miles	6.1 miles	16 minutes
AST Rutherford Westlawn	9.6 miles	13.9 miles	23 minutes
TriStar StoneCrest Medical Center	14.2 miles	19.6 miles	30 minutes
TriStar StoneCrest FSED (approved)	6.4 miles	7.2 miles	16 minutes
Vanderbilt Rutherford Hospital (approved)	9.3 miles	13.4 miles	22 minutes

Patients are increasingly relying on emergency services at ASTRH, as evidenced by increasing ED visits over three years, as shown in the following table. The number of ED visits at ASTRH has been increasing at an annual rate of approximately 6.3%, twice the rate as compared to 3.0% at TriStar StoneCrest Medical Center.

Emergency Department Visits Within Rutherford County⁽¹⁾					
Hospital	2021	2022	2023	CAGR 2021-2023	% Change 2022-2023
AST Rutherford	70,592	76,554	79,813	6.3%	4.3%
Westlawn	N/A	N/A	1,379	N/A	N/A
TriStar StoneCrest Medical Center	47,731	49,854	50,621	3.0%	1.5%
Total ED Visits	118,323	126,408	131,813	5.5%	4.3%

Source: Joint Annual Reports (JARs), TN Department of Health.

Notes: (1) Westlawn opened in March 2023.

(2) TrustPoint Hospital - Rutherford is a behavioral health and rehabilitation hospital located within Rutherford County that does not have an emergency department, and therefore, was not included in the table.

The table below summarizes the historical utilization for the specific service area zip codes as well as the other areas of Rutherford County. (Note: volume shown is for the ED patients served at both STH campuses, ASTRH and Westlawn).

Unit Type: Procedures	Cases Patients	Other (Specify): ED Visits	
Service Area Counties	Historical Utilization	Year=2024	% of Total
Zip Code 37085	878		1.3%
Zip Code 37130	19,431		27.9%
Zip Code 37132	30		0.0%
Other Areas of Rutherford Co	49,360		70.8%

Total	69,699	100.0%
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Unit Type: Procedures Cases Patients ☒ Other (Specify): ED Visits

Service Area	Projected Utilization Year 1 (Year=2028)	% of Total
Zip Code 37085	879	10.0%
Zip Code 37130	7,898	89.9%
Zip Code 37132	13	0.1%
Total	8,790	100.0%

The defined service area does not have emergency medical services readily available within its borders, therefore all patients are outmigrating for those services. Currently, about 25% of the applicant's total ED volumes originate from the defined service area, predominantly zip code 37130. Of note, zip code 37132 is wholly contained within the borders of zip code 37130 and is dedicated solely to Middle Tennessee State University (MTSU).

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

PROJECTED UTILIZATION

Unit Type:

- ☐ Procedures
- ☐ Cases
- ☐ Patients
- ☒ Other

ED Visits

Service Area Counties	Projected Utilization Recent Year 1 (Year =)	% of Total
Rutherford	879	10.00%
Rutherford	13	0.15%
Rutherford	7,898	89.85%
Total	8,790	100%

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

RESPONSE:

Below is a demographic summary of the populations to be served by the FSED within Rutherford County, TN and for the State of Tennessee for comparison. The data source, Boyd Center for Business and Economic Research at the University of Tennessee, does not provide data at a zip-code level, therefore, the following table summarizes demographics at the county level.

The base year for the demographics as provided by Boyd Center for Business and Economic Research at the University of Tennessee is 2022. Additionally, demographics for the current year (2025) and the five-year projected year (2030) have also been shown for comparison.

The total population in Rutherford County is projected to increase by approximately 2.5 percent compounded annually between 2022-2025 and 2.2 percent 2025-2030 while the total population for Tennessee is projected to increase just less than one percent compounded annually for the same time periods.

All age cohorts for Rutherford County are projected to grow at a faster rate than the state.

Estimated and Projected Population – Rutherford County and Tennessee					
	2022 Population (Estimated)	2025 Population (Projected)	2030 Population (Projected)	Compounded Annual Percentage Change 2022 – 2025	Compounded Annual Percentage Change 2025 – 2030
<u>Rutherford County</u>					
Total Population	360,619	388,909	432,774	2.5%	2.2%
Ages 0 to 19	97,440	103,832	113,984	2.1%	1.9%
Ages 20 to 44	137,210	146,471	160,002	2.2%	1.8%
Ages 45 to 64	84,740	91,454	102,204	2.6%	2.2%
Ages 65+	41,229	4,7152	56,584	4.6%	3.7%
Ages 20+	263,179	285,077	318,790	2.7%	2.3%
<u>Tennessee</u>					
Total Population	7,051,572	7,242,733	7,513,757	0.9%	0.7%
Ages 0 to 19	1,705,236	1,745,973	1,807,785	0.8%	0.7%
Ages 20 to 44	2,346,267	2,393,076	2,462,565	0.7%	0.6%
Ages 45 to 64	1,779,079	1,789,192	1,817,348	0.2%	0.3%
Ages 65+	1,220,990	1,314,492	1,426,059	2.5%	1.6%
Ages 20+	5,346,336	5,496,760	5,705,972	0.9%	0.7%

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

The following tables summarize the demographic characteristics for 2025 and 2029 for each zip code in the service area, and for comparison, Rutherford County and Tennessee. One of the zip codes in the service area, 37132, is the location of Middle Tennessee State University, and therefore, some of the demographic categories shown in the tables do not apply.

Demographic Characteristics for the ZIP Code Service Area, Rutherford County and TN in 2025

Demographic Category	ZIP Code 37085	ZIP Code 37130	ZIP Code 37132	Rutherford County	TN
2025 Population (All Ages)	5,921	63,219	2,274	378,969	7,253,284
Persons under 5 years, percent	5.9%	5.8%	0.1%	6.0%	5.7%
Persons under 18 years, percent	23.8%	21.7%	2.2%	23.2%	17.5%
Persons 65 years and older, percent	15.1%	12.9%	0.1%	12.6%	18.6%
Female persons, percent	49.8%	50.7%	54.5%	50.7%	50.9%
White alone, percent	87.8%	57.1%	60.8%	62.2%	71.1%
Black or African American alone, percent	3.4%	23.5%	29.2%	16.7%	15.1%
American Indian and Alaska Native alone, percent	0.4%	0.8%	0.2%	0.6%	0.4%
Asian alone, percent	0.8%	2.7%	1.4%	4.0%	2.1%
Native Hawaiian and Other Pacific Islander alone, percent	0.1%	0.0%	0.1%	0.1%	0.1%
Two or More Races, percent	5.7%	9.0%	7.2%	9.3%	7.0%
Hispanic or Latino, percent	5.2%	13.0%	4.7%	14.2%	8.3%
Housing units	2,113	26,826	31	145,077	3,192,008

Demographic Characteristics for the ZIP Code Service Area, Rutherford County and TN in 2029

Demographic Category	ZIP Code 37085	ZIP Code 37130	ZIP Code 37132	Rutherford County	TN
2029 Population (All Ages)	6,323	67,127	2,197	403,711	7,405,821
Persons under 5 years, percent	5.9%	5.7%	0.1%	5.9%	5.5%
Persons under 18 years, percent	18.7%	16.8%	0.4%	18.2%	16.7%
Persons 65 years and older, percent	17.4%	14.6%	0.2%	14.7%	21.0%
Female persons, percent	50.6%	51.2%	54.1%	51.3%	51.3%
White alone, percent	86.5%	52.4%	58.8%	57.9%	69.8%
Black or African American alone, percent	3.5%	36.0%	30.1%	18.6%	15.4%
American Indian and Alaska Native alone, percent	0.4%	0.9%	0.2%	0.4%	0.5%
Asian alone, percent	0.9%	2.8%	1.2%	4.2%	2.2%
Native Hawaiian and Other Pacific Islander alone, percent	0.1%	0.1%	0.1%	0.1%	0.1%
Two or More Races, percent	6.5%	10.2%	8.1%	10.6%	7.6%
Hispanic or Latino, percent	6.3%	14.8%	5.4%	16.1%	9.2%
Housing units	2,259	28,564	35	154,558	3,265,109

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 Year 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 as % of Total	TennCare Enrollees	TennCare Enrollees as % of Total
Rutherford County	371,864	404,640	8.8%	371,864	404,640	8.8%	100.0%	34.6	\$82,588	34,307	9.1%	62,127	16.7%
State of TN Total	7,125,908	7,331,859	2.9%	7,125,908	7,331,859	2.9%	100.0%	39.1	\$67,097	1,011,885	14.0%	1,421,926	19.8%

- 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:

ASTRH has been providing emergent care to the communities of Rutherford County for over 93 years. The majority of patients seeking emergency care are walk-in patients therefore making it difficult to predict the type of patient(s) that will present. 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.

Data identifies several significant health conditions and social determinants of health that are prevalent across Rutherford County and are likely to contribute to emergency department utilization:

- **Chronic Conditions:** High rates of hypertension, diabetes, and obesity were reported. These conditions are known to lead to complications that frequently require urgent or emergent care.
- **Access to Care:** A significant portion of the population report difficulty accessing timely primary care, particularly among low-income and uninsured residents. This gap in access often shifts non-emergent but urgent care needs to emergency departments.
- **Behavioral Health Needs:** Mental health and substance use disorders are top community concerns. A shortage of behavioral health providers and long wait times for services, which often results in individuals seeking care through emergency departments.
- **Population Growth and Demographics:** Rutherford County has experienced rapid population growth, particularly in areas such as Murfreesboro and surrounding ZIP Codes (e.g., 37130, 37132, 37085). This growth places additional strain on existing emergency services and increases demand for accessible, community-based emergency care.

Additionally, the following characteristics of the service area population are associated with disparities in access to care:

Race and Ethnicity

- Rutherford County is becoming increasingly diverse:
 - Approximately 25% of the population identifies as non-White, including Black (14%), Hispanic/Latino (8%), and Asian (4%) populations.
 - These groups are more likely to report barriers to accessing care, including lack of insurance, language barriers, and limited availability of culturally competent providers.

Income and Insurance Status

- 13.4% of residents live below the federal poverty level, and 11.2% are uninsured, both of which are higher than the state average.
- Low-income individuals are more likely to delay or forgo care due to cost, leading to increased reliance on emergency departments for non-emergent but urgent needs.

Aging populations

- Rutherford County has a growing population of older adults, particularly those aged 65 and over. This demographic is more likely to experience chronic conditions such as heart disease, diabetes, and mobility limitations, which often require timely emergency care. Older adults also face increased barriers to transportation and may have difficulty accessing primary care, making proximity to emergency services critical.

Geographic Access

- The eastern portions of Rutherford County, including ZIP Codes 37085 (Lascassas) and 37130 (Murfreesboro), are experiencing rapid population growth but have limited access to primary care and urgent care services.
- Residents often face longer travel times to the main hospital campus due to increasing traffic and congestion, which can delay care and increase ED utilization for time-sensitive conditions.

Language and Health Literacy

- A growing limited English proficiency (LEP) population, particularly among Hispanic and immigrant communities.
- Language barriers contribute to lower health literacy, reduced preventive care utilization, and increased emergency care use.

Behavioral Health Access

- Long wait times and provider shortages disproportionately affecting low-income and minority populations.
- These disparities often result in behavioral health crises being managed in emergency settings.

Given these findings, the applicant anticipates that the proposed FSED will serve as a critical access point for residents experiencing acute episodes related to chronic disease, behavioral health crises, and other urgent health needs. The FSED will improve access to timely emergency care for residents in the eastern portions of Rutherford County with an emphasis on the underserved and vulnerable populations in the service area.

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

RESPONSE:

There are no existing or approved but unimplemented FSEDs within the three-ZIP code Service Area. There are two approved but unimplemented projects that include EDs in Rutherford County - the Vanderbilt Rutherford Hospital with 14 ED treatment rooms and the TriStar StoneCrest FSED with 11 ED treatment rooms. Please see the map in 2N for distances and drive times between facilities.

Historical ED utilization for Rutherford County is summarized in the table below.

Year	AST Rutherford	TriStar StoneCrest	All Other Facilities	Total ED Visits by Rutherford County Residents
2021	56,703	35,690	21,174	113,567
2022	60,772	37,617	30,943	121,899
2023	61,111	37,966	29,817	128,894

The table above presents the total number of ED visits by Rutherford County residents across all Tennessee acute care hospitals for the most recent three years. These figures are based on patient zip code of residence and reflect all ED encounters, regardless of facility location.

Between 2021 and 2023, Rutherford County experienced a 13.5% increase in ED utilization, growing from 113,567 visits in 2021 to 128,894 visits in 2023. This upward trend underscores the increasing demand for emergency services in the region, driven by rapid population growth, aging demographics, and limited access points in the eastern portion of the county.

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:

ASTRH completed a service area ED need assessment that incorporated several scenarios for the service area to clearly understand the current and future ED needs.

	Year 1 (2029)	Year 2 (2030)
Estimated STR FSED visits	8,790	8,836

Our analysis included:

- Assessed current state, leveraged volume projections performed, and identified the need for service offerings in the service area.
- Defined variables within the demand projections based on service area need, including the shift to value-based care models.
- Developed assumptions based on the service area’s demographic estimates and future projections.
- Created demand projections utilizing current actual volumes, national and regional benchmarks assumptions and factors applied to current state benchmarks to determine the service area's future need.
- Analyzed the current ED landscape (i.e., volume trends, acuity, access gaps) in the market to determine current and future needs.
- Additional considerations included:
 - Urgent Care utilization in the market, as well as other low-acuity points of access
 - Hospital and Health System investments in the market including provider alignment
 - Patient migration habits and trends
 - Drive times for access to care

Specific calculations were as follows:

- Calculated a service area ED use rate of 404.15 per 1,000 population based on population of 71,181 and service area ED visits of 26,479 for (2024, THA).
- The estimated population of the service area in 2029 is 75,224; therefore applying the calculated ED use rate of 404.15 yields an estimated total ED visits from the service area of 30,402 in 2029.
- ASTRH's market share in the service is approximately 76%. Assuming it remains constant, ASTRH could reasonably be expected to capture a total of 23,100 ED visits from the service area in 2029.
- Our assumption is that 35-40% of the 23,100 ED visits could shift away from the main campus to the proposed FSED; therefore using the mid-point of roughly 38% yields an estimated first year volume of 8,790.
- A modest increase of 0.5% was applied to arrive at the year two projection of 8,836 ED visits.

Please note that due to rounding, the calculations may vary slightly.

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:

See table.

CON Number	Project Name	Date Approved	Expiration Date
CN1903-008	Tenn SM LLC dba Providence Surgery Center	8/28/2019	2/1/2026
CN2401-001	Premier Radiology Clarksville	3/27/2024	5/1/2026
CN2506-020	Sumner Regional Medical Center	9/24/2025	11/1/2028
CN2407-019	Sumner Regional Medical Center	10/23/2024	12/1/2027
CN2505-015	Ascension Saint Thomas Clarksville Hospital	7/23/2025	9/1/2028

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: Transfers among STH facilities are accomplished by the transfer center. With respect to unrelated parties, STH enters into transfer agreements with hospitals to transfer patients for services not available at STH as necessary or based on patient requests. The applicant currently has transfer agreements in place with all major health facilities in the Middle Tennessee region. See Attachment 1C for a transfer agreement standard template.

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

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

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

RESPONSE: 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:

In March 2023, ASTRH provided care to its first patient at the new, small format neighborhood hospital in the Westlawn area of the Blackman community just west of Murfreesboro proper. The Westlawn facility was opened to provide an alternative emergency care platform that could be more effectively embedded into the community creating an access point closer to where patients live and work. The success of that facility has indicated that consumers benefits from:

- A smaller campus size, resulting in easier navigation of the campus and avoiding the congestion often surrounding traditional general acute care hospital campuses;
- The community focus provides greater convenience, both day and night, by minimizing travel time for emergency care services; and
- The smaller footprint allows for improved patient flow, leading to more timely and efficient treatment of the patient.

Rutherford County's population is growing at a rate that surpasses the state average, thus increasing the demand for emergency services across all communities in the county. For detailed population projections specific to the service area, Rutherford County and Tennessee, refer to **Response 3N**.

The proposed FSED will operate as a satellite facility under the ASTRH hospital license, ensuring that the project will not lead to increased consumer charges in the market. Additionally, 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.

The number of ED visits continues to increase as Rutherford County's population continues to increase. See the emergency department visits for Rutherford County acute care hospitals in **Response 2N**. The proposed FSED offers a similar convenient access point for emergency care to the fast growing communities to the east of Murfreesboro proper.

The defined service area for the proposed FSED is home to a rapidly growing population base that generates about 20-25% of Saint Thomas Rutherford's ED volume. As this community continues to grow the travel times via the Hwy 96 corridor are exacerbated, reaching 20+ minutes for those living in the eastern most region of the service area.

The proposed FSED and its selected site, co-locating with MMC on a new medical campus centrally located in the service area, is designed to:

- Reduce outmigration from the service area by providing an emergent care option centrally located in the service area
- Reduce travel times and avoid congestion - patients in the service area would be able to travel a much shorter distance for care and avoid the highly congested Medical Center Pkwy and intersections of Hwy 96 and 41.
- Provide easy access - unlike larger, often congested general acute care hospital campuses, an FSED offers a smaller campus with quicker and more navigable access to emergency services.
- Provide other consumer benefits, specifically the convenience of having emergent care paired with the primary and specialty care services offered by MMC on a single community-based health campus.

The applicant currently accepts Blue Cross Network S and Cigna Local Plus, the plan that covers Rutherford County employees, whereas the other existing hospital in the county does not.

Over the last 15 years, Saint Thomas has invested over \$600M in the Rutherford community, building and expanding the hospital that sits on Medical Center Parkway as well as building out a system of care to serve all patients with the low acuity needs to higher acuity open heart surgery.

In addition to virtual care options, Saint Thomas has created an alliance with Kroger for Little Clinics, joint-ventured for 18 other sites of care that includes urgent care, imaging, ambulatory surgery and outpatient PT. The applicant has 2 medical group clinics in town totalling 30K+ sq ft of patient care space, a sleep center, a neighborhood hospital and most recently received approval for a 40-bed inpatient rehab facility.

Lastly, we've developed relationships with organizations such as Trustpoint and Family Care Center to assist with the behavioral needs of the community and Monroe Carell for specialty pediatric 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 proposed FSED 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. The FSED will require approximately 25.1 FTE positions for direct-patient care and approximately 7.2 positions for non-direct-patient care for a total of 32.3 FTE positions.

The FSED will be staffed 24/7 with a multidisciplinary team of experienced emergency care professionals. Key roles include:

- Board-Certified Emergency Physicians: At least one physician will be on-site at all times. These physicians will be contracted through the same emergency medicine group currently serving the host hospital, ensuring continuity of care and clinical standards.
- Registered Nurses (RNs): Emergency-trained RNs will provide triage, direct patient care, and coordination of services. STRH currently employs over 547 clinical RNs and will allocate staff to the FSED as needed.
- Advanced Practice Providers (APPs): Physician Assistants (PAs) and Nurse Practitioners (NPs) will support physicians in patient evaluation and treatment.
- Radiologic Technologists and CT Technicians: To support on-site imaging services, including X-ray and CT.
- Laboratory Technicians: For point-of-care and STAT lab testing.
- Pharmacists and Pharmacy Technicians: To ensure timely medication dispensing and reconciliation.
- Social Workers: STRH employs 9.2 licensed clinical social workers and 1.0 medical social worker who will support behavioral health and complex discharge planning needs

Several management and administrative functions will be shared with the host hospital as well as Saint Thomas Health. These include, but are not limited to:

- Clinical leadership and medical oversight
- Quality assurance and performance improvement (QAPI)
- Human resources and staff training
- Billing and revenue cycle management
- Compliance and regulatory affairs
- Information technology and electronic health records (EHR)

Summary of Contracted vs. In-House Services:

Provided In-House - Nursing (RNs, LPNs), Radiology (X-ray, CT), Laboratory Services, Pharmacy Services, Social Work/Case Management, Facilities Management

Contracted Provider - Emergency Physicians*, EMS Transport**

*Middle Tennessee Emergency Physicians **Saint Thomas Health also maintains 3 ground units of its own in the Murfreesboro market as well as having an AirEvac unit based at the Smyrna airport

The FSED will maintain staffing levels, including clinical leadership and professional staff that meet or exceed all applicable state and federal regulations, and accrediting agencies requirements, including the State of Tennessee licensing requirements, CMS, The Joint Commission, FDA, and the American College of Radiology.

- 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:

ASTRH is in compliance with, and licensed by, the Board for Licensure of Healthcare Facilities and the Tennessee Department of Health. ASTRH is certified to participate in the Medicaid and Medicare programs and currently meets all requirements of certification. ASTRH is accredited by The Joint Commission.

While FSEDs do not typically qualify for inpatient-focused disease-specific certifications (e.g., stroke, chest pain, sepsis), the applicant will evaluate the feasibility of pursuing TJC Disease-Specific Care Certification for Stroke Ready or Chest Pain Early Recognition protocols, in alignment with ASTRH’s broader emergency care pathways.

See **Attachment 5C** for The Joint Commission accreditation.

HISTORICAL DATA CHART

- ☒ Total Facility
☐ Project Only

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

	Year 1	Year 2	Year 3
	2022	2023	2024
A. Utilization Data			
Specify Unit of Measure <u>Other : ED Visits</u>	<u>77265</u>	<u>81747</u>	<u>89344</u>
B. Revenue from Services to Patients			
1. Inpatient Services	<u>\$1,126,804,000.00</u>	<u>\$1,151,140,000.00</u>	<u>\$1,232,220,000.00</u>
2. Outpatient Services	<u>\$803,224,000.00</u>	<u>\$890,484,000.00</u>	<u>\$967,729,000.00</u>
3. Emergency Services	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
4. Other Operating Revenue (Specify) _____	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Gross Operating Revenue	<u>\$1,930,028,000.00</u>	<u>\$2,041,624,000.00</u>	<u>\$2,199,949,000.00</u>
C. Deductions from Gross Operating Revenue			
1. Contractual Adjustments	<u>\$1,382,092,000.00</u>	<u>\$1,454,164,000.00</u>	<u>\$1,586,884,000.00</u>
2. Provision for Charity Care	<u>\$84,791,000.00</u>	<u>\$110,687,000.00</u>	<u>\$85,996,000.00</u>
3. Provisions for Bad Debt	<u>\$28,611,000.00</u>	<u>\$29,348,000.00</u>	<u>\$53,769,000.00</u>
Total Deductions	<u>\$1,495,494,000.00</u>	<u>\$1,594,199,000.00</u>	<u>\$1,726,649,000.00</u>
NET OPERATING REVENUE	<u>\$434,534,000.00</u>	<u>\$447,425,000.00</u>	<u>\$473,300,000.00</u>

PROJECTED DATA CHART

- ☒ Project Only
☐ Total Facility

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

	Year 1	Year 2
	2028	2029
A. Utilization Data		
Specify Unit of Measure <u>Other : ED Visits</u>	<u>8790</u>	<u>8836</u>
B. Revenue from Services to Patients		
1. Inpatient Services	<u>\$0.00</u>	<u>\$0.00</u>
2. Outpatient Services	<u>\$0.00</u>	<u>\$0.00</u>
3. Emergency Services	<u>\$40,238,704.00</u>	<u>\$41,654,154.00</u>
4. Other Operating Revenue (Specify) _____	<u>\$0.00</u>	<u>\$0.00</u>
Gross Operating Revenue	<u>\$40,238,704.00</u>	<u>\$41,654,154.00</u>
C. Deductions from Gross Operating Revenue		
1. Contractual Adjustments	<u>\$32,391,967.00</u>	<u>\$33,531,397.00</u>
2. Provision for Charity Care	<u>\$1,166,922.00</u>	<u>\$1,207,970.00</u>
3. Provisions for Bad Debt	<u>\$482,864.00</u>	<u>\$499,850.00</u>
Total Deductions	<u>\$34,041,753.00</u>	<u>\$35,239,217.00</u>

NET OPERATING REVENUE

\$6,196,951.00

\$6,414,937.00

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

Project Only Chart

	Previous Year to Most Recent Year	Most Recent Year	Year One	Year Two	% Change (Current Year to Year 2)
Gross Charge (<i>Gross Operating Revenue/Utilization Data</i>)	\$0.00	\$0.00	\$4,577.78	\$4,714.14	0.00
Deduction from Revenue (<i>Total Deductions/Utilization Data</i>)	\$0.00	\$0.00	\$3,872.78	\$3,988.14	0.00
Average Net Charge (<i>Net Operating Revenue/Utilization Data</i>)	\$0.00	\$0.00	\$705.00	\$726.00	0.00

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

RESPONSE:

The patient charges of the proposed FSED, nor its anticipated revenue, will have an impact on existing patient charges.

- 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:

See Attachment 9C for charge comparison table

*Comparison table based on publicly available price transparency data and "standard charge/negotiated percentage" based on the max charge for each CPT.

The proposed charges for the freestanding emergency department (FSED) are based on the existing charge structure of Ascension Saint Thomas Rutherford Hospital (ASTRH). These charges are consistent with those used across the broader Ascension Saint Thomas (AST) system, ensuring alignment with established pricing methodologies and regional market expectations.

It is important to note that there are currently no other FSEDs operating in the Rutherford County market, which limits direct local comparisons. Additionally, comparing emergency department charges across facilities is inherently challenging due to the variability in patient acuity, clinical complexity, and the associated ancillary services (e.g., imaging, labs, procedures) that may be required during a visit. These factors contribute to a wide range of potential charges, even within the same CPT code level.

As such, while the proposed charges are grounded in existing, system-wide standards, it is not feasible to fully acuity-adjust ED charges for precise comparison across facilities. AST has therefore adopted a consistent and transparent approach that reflects both internal benchmarks and the anticipated scope of services at the proposed FSED.

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

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

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

Payor Source	Year-2028		Year-2029	
	Gross Operating Revenue	% of Total	Gross Operating Revenue	% of Total
Medicare/Medicare Managed Care	\$8,912,753.00	22.15	\$9,226,271.00	22.15
TennCare/Medicaid	\$8,883,909.00	22.08	\$9,196,412.00	22.08
Commercial/Other Managed Care	\$12,521,272.00	31.12	\$12,961,725.00	31.12
Self-Pay	\$7,739,263.00	19.23	\$8,011,502.00	19.23
Other(Specify)	\$2,181,507.00	5.42	\$2,258,244.00	5.42
Total	\$40,238,704.00	100%	\$41,654,154.00	100%
Charity Care	\$1,166,922.00		\$1,207,970.00	

**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 FSED 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 FSED will care for all patients regardless of insurance product or ability to pay in alignment with STH's mission and charity care policies. The applicant is estimating that 15% of patients will qualify for charity care or a self-pay discount.

This represents a combination of low-volume contractual arrangements and miscellaneous payer sources that do not fall under the primary classifications of Medicare, Medicaid, Commercial/Managed Care, or Self-Pay. These may include:
 Out-of-network commercial payers
 Workers' compensation
 Tricare or military health programs
 Specialty carve-out contracts
 Third-party liability cases
 Miscellaneous government programs

They are not expected to contribute materially to net revenue due to limited volume and historically low collection rates.

QUALITY STANDARDS

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

- ☒ Yes
☐ No

- 2Q. The proposal shall provide health care that meets appropriate quality standards. Please address each of the following questions.
- Does the applicant commit to maintaining the staffing comparable to the staffing chart presented in its CON application?
 - ☒ Yes
 - ☐ No
 - Does the applicant commit to obtaining and maintaining all applicable state licenses in good 3tanding?
 - ☒ Yes
 - ☐ No
 - Does the applicant commit to obtaining and maintaining TennCare and Medicare certification(s), if participation in such programs are indicated in the application?
 - ☒ Yes
 - ☐ No

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

Credential	Agency	Status (Active or Will Apply)	Provider Number or Certification Type
Licensure	☒ Health Facilities Commission/Licensure Division ☐ Intellectual & Developmental Disabilities ☐ Mental Health & Substance Abuse Services	Active	0000000100
Certification	☒ Medicare ☒ TennCare/Medicaid ☐ Other _____	Active Active	440053 440053
Accreditation(s)	TJC - The Joint Commission	Active	7883

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		
RN	0.00	11.50
Respiratory Therapist	0.00	4.20
Rad/CT Tech	0.00	4.20
Lab Tech	0.00	5.20
Total Direct Patient Care Positions	N/A	25.1

B. Non-Patient Care Positions		
Security	0.00	2.00
Administrator	0.00	1.00
Patient Access Rep	0.00	4.20
Total Non-Patient Care Positions	N/A	7.2
Total Employees (A+B)	0	32.3

C. Contractual Staff		
Contractual Staff Position	0.00	0.00
Total Staff (A+B+C)	0	32.3

DEVELOPMENT SCHEDULE

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

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

PROJECT COMPLETION FORECAST CHART

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

Phase	Days Required	Anticipated Date (Month/Year)
1. Initial HFC Decision Date		12/10/25
2. Building Construction Commenced	210	07/07/26
3. Construction 100% Complete (Approval for Occupancy)	570	07/02/27
4. Issuance of License	600	08/01/27
5. Issuance of Service	630	08/31/27
6. Final Project Report Form Submitted (Form HR0055)	720	11/29/27

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

AFFIDAVIT OF PUBLICATION

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

STATE OF WISCONSIN, COUNTY OF BROWN

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

NAS Nashville Tennessean 09/12/2025

and that the fees charged are legal.
Sworn to and subscribed before on 09/12/2025



Legal Clerk


Notary, State of WI, County of Brown
8.25.26

My commission expires

Publication Cost:	\$1000.42	
Tax Amount:	\$0.00	
Payment Cost:	\$1000.42	
Order No:	11655419	# of Copies:
Customer No:	1512694	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

MARIAH VERHAGEN
Notary Public
State of Wisconsin

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 Rutherford Hospital, a/an Hospital owned by Saint Thomas Health with an ownership type of Corporation (not-for-profit) and to be managed by itself intends to file an application for a Certificate of Need for the establishment of a freestanding emergency department (FSED) in Murfreesboro, Rutherford County, Tennessee on 2.05 acres. The FSED will consist of approximately 11,250 square feet with 10 exam rooms, including 1 trauma room, imaging services, lab, and associated support space. There will be two canopied entrances, one for the general public and one for emergency vehicles. The address of the project will be an unaddressed site on Highway 96 in the northeast quadrant of the intersection of Highway 96 and East Pitts Lane behind Bethlehem Church of Christ, Murfreesboro, Rutherford County, Tennessee, 37130. The estimated project cost will be \$19,080,334.

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

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 hdsa.staff@tn.gov.

ARTICLES OF AMENDMENT
OF
MIDDLE TENNESSEE MEDICAL CENTER, INC.

CONTROL NO. 0083398

To the Tennessee Secretary of State:

Pursuant to Section 48-60-105 of the Tennessee Nonprofit Corporation Act, as amended, the undersigned officer of Middle Tennessee Medical Center, Inc., a domestic nonprofit corporation (the "Corporation"), hereby submits these Articles of Amendment to its Charter on July 10, 2013:

(1) The name of the Corporation as it appears of record is Middle Tennessee Medical Center, Inc.

(2) The Corporation is not for profit.

(3) The text of the Amendment is as follows: Article I, Section 1.1 of the Amended and Restated Charter of the Corporation is deleted and the following language shall be substituted in its place:

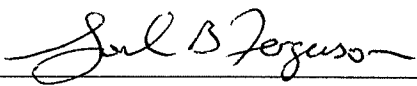
1.1 The name of the corporation is "Saint Thomas Rutherford Hospital"

(4) The Articles of Amendment were duly adopted by the sole member of the Corporation on June 27, 2013.

(5) Approval of the amendment to the charter by some person or persons other than the sole member of the Corporation, the Board of Trustees, or the incorporator, is not required pursuant to Section 48-60-301 of the Tennessee Nonprofit Corporation Act, as amended.

(6) The Articles of Amendment shall be effective on the date of filing.

**MIDDLE TENNESSEE MEDICAL CENTER,
INC.**

By: 
Gordon Ferguson, President/CEO

**Secretary of State
Division of Business Services**

**312 Eighth Avenue North
Floor, William R. Snodgrass Tower
Nashville, Tennessee 37243**

DATE: 07/31/07
REQUEST NUMBER: 6100-2336
TELEPHONE CONTACT: (615) 741-2286
FILE DATE/TIME: 07/31/07 1452
EFFECTIVE DATE/TIME: 07/31/07 1452
CONTROL NUMBER: 0083398

TO:
BOU TL CUMMINGS CONNERS & BERRY PLC
PO BOX 340025

NASHVILLE, TN 37203

RE:
MIDDLE TENNESSEE MEDICAL CENTER, INC.
CORPORATION'S STATEMENT OF CHANGE OF
REGISTERED OFFICE/AGENT

THIS WILL ACKNOWLEDGE THE FILING OF THE ATTACHED DOCUMENT WITH AN
EFFECTIVE DATE AS INDICATED ABOVE.

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

FOR: CORPORATION'S STATEMENT OF CHANGE OF
REGISTERED OFFICE/AGENT

ON DATE: 07/31/07

FROM:
BOULT CUMMINGS CONNERS & BERRY PLC
P.O. BOX 340025

NASHVILLE, TN 37203-0000

	FEES	
RECEIVED:	\$20.00	\$0.00
TOTAL PAYMENT RECEIVED:		\$20.00

RECEIPT NUMBER: 00004248352
ACCOUNT NUMBER: 00000413



Riley C. Darnell

RILEY C. DARNELL
SECRETARY OF STATE

**CHANGE IN REGISTERED AGENT/OFFICE OF
MIDDLE TENNESSEE MEDICAL CENTER, INC.**

Corporate Control no. 0083398

Pursuant to the provisions of Section 48-15-102 or 48-25-108 of the Tennessee Business Corporation Act or Section 48-55-102 or 48-25-108 of the Tennessee Nonprofit Corporation Act, as amended, Middle Tennessee Medical Center, Inc. (the "Corporation") hereby submits this application:

- I. The name of the Corporation is Middle Tennessee Medical Center, Inc.
- II. The street address of its current registered office is:

618 Church Street, Suite 520
Nashville, Tennessee 37219
- III. The street address of the new registered office, the zip code of such office, and the county in which the office is located is:

102 Woodmont Boulevard, Suite 700
Nashville, Tennessee 37205
Davidson County
- IV. The name of the current registered agent is:

E. Berry Holt, III
- V. The registered agent for the Corporation will continue to be:

E. Berry Holt, III
- VI. After the change(s), the street addresses of the registered office and the business office of the registered agent will be identical.

Dated as of the 23rd day of July, 2007.

Middle Tennessee Medical Center, Inc.

By: Gordon B Ferguson
Gordon Ferguson/President

FILED

RECEIVED
STATE OF TENNESSEE

2007 JUL 31 PM 2:52

RILEY DARNELL
SECRETARY OF STATE

6100-2336

Secretary of State
Division of Business Services

Record Book
124 Pg 2115

312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, Tennessee 37243

DATE: 01/03/02
REQUEST NUMBER: 4378-2109
TELEPHONE CONTACT: (615) 741-2286
FILE DATE/TIME: 12/31/01 1516
EFFECTIVE DATE/TIME: 12/31/01 1630
CONTROL NUMBER: 0083398

TO:
BOULT CUMMINGS CONNERS & BERRY PLC
PO BOX 198062

NASHVILLE, TN 37219

RE:
MIDDLE TENNESSEE MEDICAL CENTER, INC.
AMENDED AND RESTATED CHARTER

THIS WILL ACKNOWLEDGE THE FILING OF THE ATTACHED DOCUMENT WITH AN
EFFECTIVE DATE AS INDICATED ABOVE.

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

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

FOR: AMENDED AND RESTATED CHARTER

ON DATE: 01/03/02

FROM:
BOULT, CUMMINGS, CONNERS & BERRY
P. O. BOX 198062

NASHVILLE, TN 37219-0000

RECEIVED:	FEES	
	\$20.00	\$0.00
TOTAL PAYMENT RECEIVED:		\$20.00

RECEIPT NUMBER: 00002977239
ACCOUNT NUMBER: 00000413

Riley C. Darnell

RILEY C. DARNELL
SECRETARY OF STATE



**CERTIFICATE OF MIDDLE TENNESSEE MEDICAL CENTER, INC.
CONCERNING ITS AMENDED AND RESTATED CHARTER**

Corporate Control No. 0083398

Pursuant to the provisions of Section 48-60-106(h) of the Tennessee Nonprofit Corporation Act, as amended, Middle Tennessee Medical Center, Inc. (the "Corporation") certifies as follows:

- I. The name of the Corporation as it appears of record is Middle Tennessee Medical Center, Inc.
- II. The Amended and Restated Charter to which this Certificate is attached amends Sections 1 through 10 of the Corporation's Charter by substituting therefor Articles I through VIII of the Amended and Restated Charter.
- III. The amendments contained in the Amended and Restated Charter were duly adopted by the sole member of the Corporation on SEPTEMBER 11, 2001 and the Amended and Restated Charter was duly adopted by the Board of Directors of the Corporation at a meeting held on DECEMBER 6, 2001..
- IV. The Corporation is not for profit.
- V. Approval of the amendments to the Charter by some person or persons other than the sole member, the Board of Directors, or the incorporator is not required pursuant to Section 48-60-301 of the Tennessee Nonprofit Corporation Act, as amended.
- VI. The Amended and Restated Charter shall be effective on December 31, 2001.

DATED this 6TH day of DECEMBER, 2001.

MIDDLE TENNESSEE MEDICAL CENTER, INC.

By: Mike Seshul, M.D.
Mike Seshul, M.D.
Chairman, Board of Directors

**AMENDED AND RESTATED CHARTER
OF
MIDDLE TENNESSEE MEDICAL CENTER, INC.**

Pursuant to the provisions of Section 48-60-106 of the Tennessee Nonprofit Corporation Act, as amended (the "Act"), Middle Tennessee Medical Center, Inc., a Tennessee nonprofit corporation (the "Corporation") adopts the following Amended and Restated Charter:

**ARTICLE I
NAME**

- 1.1 The name of the Corporation is Middle Tennessee Medical Center, Inc

**ARTICLE II
TYPE**

- 2.1 The Corporation is a public benefit corporation.
- 2.2 The Corporation is not for profit.

**ARTICLE III
PURPOSE**

3.1 The Corporation is organized exclusively for charitable, religious, educational and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue Law) (the "Code"), including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Code. The Corporation's purposes shall be consistent with and supportive of the corporate purposes of Ascension Health, a Missouri nonprofit corporation, and the Corporation's purposes shall include the following:

- 3.1.1 Serve as an integral part of the Roman Catholic Church and carry out its mission in support of or in furtherance of the charitable purposes of the organizations described in this Article.
- 3.1.2 Further the philosophy and mission of Ascension Health of healing and service for the sick and poor, and promote, support and engage in any of the religious, charitable, scientific and educational ministries which are now, or may hereafter be established by Ascension Health, or co-sponsored by the Sponsors (as that term is generally understood within the Ascension Health system) and which are in furtherance of or in support of the charitable purposes of the organizations described in this Article.
- 3.1.3 Raise funds for any or all of the organizations described in this Article from the public and from all other sources available; receive and maintain such

funds and expend principal and income therefrom in support of or in furtherance of the charitable purposes of such organizations.

- 3.1.4 Acquire, own, use, lease as lessor or lessee, convey and otherwise deal in and with real and personal property and any interest therein, all in support of or in furtherance of the charitable purposes of organizations described in this Article.
- 3.1.5 Contract with other organizations (for profit and nonprofit), with individuals and with governmental agencies in support of or in furtherance of the charitable purposes of the organizations described in this Article.
- 3.1.6 Establish, develop, sponsor, promote and/or conduct educational programs, religious programs, scientific research, treatment facilities, rehabilitation centers, housing centers, management services, human service programs and other charitable activities, all in promotion and support of the interests and purposes of the organizations described in this Article.
- 3.1.7 Own or operate facilities or own other assets for public use and welfare in furtherance of the charitable purposes of the organizations described in this Article.
- 3.1.8 Engage in any lawful activities within the purposes for which a corporation may be organized under the Tennessee Nonprofit Corporation Act (the "Act"), as it may be amended from time to time, which are in furtherance of or in support of the charitable purposes of the organizations described in this Article.
- 3.1.9 Serve as the controlling entity of Subsidiary Organizations (as that term is generally understood within the Ascension Health system) that conduct health related and other activities, and limit the powers, duties and responsibilities of the governing bodies of such Subsidiary Organizations, all in accordance with requirements as established by the Corporate Member (as defined in Article V).
- 3.1.10 Support institutions co-sponsored by the Sponsors, both within and without Tennessee, and cooperate with other Ascension Health institutions.
- 3.1.11 Promote cooperation and exchange of knowledge and experience among the various apostolates of the Sponsors within the health care mission.
- 3.1.12 Otherwise operate in support of or in furtherance of the charitable purposes of the organizations described in this Article, and do so exclusively for religious, charitable, scientific or educational purposes within the meaning of Section 501(c)(3) of the Code and in the course of such operation:
- (a) No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its members, trustees, officers, or other private persons unless allowed by Section 501(c)(3) of the Code and the Act except that the Corporation shall be authorized and empowered to pay

reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein.

- (b) No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.
- (c) Notwithstanding any other provisions of the Corporation's governing documents, the Corporation shall not carry on any other activities not permitted to be carried on: (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code.

- 3.1.13 Operate a hospital and other health care providers and services in furtherance of the charitable purposes described above.

ARTICLE IV **PERIOD OF EXISTENCE**

- 4.1 The period during which the Corporation shall continue is perpetual.

ARTICLE V **MEMBERSHIP**

- 5.1 Members. The Corporation shall have members.
- 5.2 Identity of Member. There shall be one (1) member of the Corporation who shall be known as the "Corporate Member," and such Corporate Member shall be St. Thomas Baptist Health Corporation, a Tennessee nonprofit corporation.
- 5.3 Transferability of Membership Interest. The Corporate Member's interest as a member in the Corporation may be transferred by the Corporate Member.

ARTICLE VI **REGISTERED OFFICE, AGENT AND PRINCIPAL OFFICE**

- 6.1 Registered Office and Agent. The street address, zip code and county of the registered office of the Corporation is 4220 Harding Road, Nashville, Davidson County, Tennessee 37205, and the name of the Corporation's registered agent at such address is Sister Priscilla Grimes, D.C.,

- 6.2 Principal Office. The address of the principal office of the Corporation is 400 North Highland, Murfreesboro, Tennessee 37130.

ARTICLE VII
BOARD OF TRUSTEES; RESERVED POWERS

7.1 Powers and Responsibilities. The business, property, and affairs of the Corporation shall be managed and controlled by the Corporation's Board of Trustees ("Board of Trustees" or "Board") in accordance with the policies established by the Corporate Member or any successor entity. The Board of Trustees shall act as the board of directors of the Corporation as required by the Act.

7.2 Powers Reserved to Corporate Member. All action of the Corporation shall be by its Board of Trustees, subject to the following matters which require the approval of the Corporate Member:

- 7.2.1 Approve the mission and vision statements for the Corporation and assure compliance with the philosophy, mission, vision, Sponsor expectations and core values of the System.
- 7.2.2 Approve changes to the Governing Documents (as that term is generally understood within the Ascension Health system) of the Corporation and its non-controlled subsidiaries that are consistent with the System's Requirements for Governing Documents (as that term is generally understood within the Ascension Health system).
- 7.2.3 Approve changes to the Governing Documents of the Corporation and its non-controlled subsidiaries that are inconsistent with the System's Requirements for Governing Documents, provided that Ascension Health also approves such changes.
- 7.2.4 Appoint, upon the recommendation of the Board of the Corporation, or remove, with or without cause, the members of the Board of Trustees of the Corporation. Removal does not require a recommendation of the Corporation's Board.
- 7.2.5 Approve the incurrence of debt of the Corporation in accordance with the System Authority Matrix (as that term is generally understood within the Ascension Health system).
- 7.2.6 Subject to canonical requirements, approve and recommend the formation of legal entities, the sale, transfer or substantial change in use of all or substantially all of the assets, divestitures, dissolutions, closures, mergers, consolidations, or changes in corporate membership of the Corporation in accordance with the System Authority Matrix.
- 7.2.7 Approve the transfer or encumbrance of the assets of the Corporation in accordance with the System Authority Matrix.
- 7.2.8 Approve the operating budget and capital plan for the Corporation.

- 7.2.9 Deviate from the policies and restrictions imposed on the Corporation by the Corporate Member.

ARTICLE VIII **DISSOLUTION**

8.1 Upon the dissolution of the Corporation, the disposition of all the assets of the Corporation shall be in a manner as provided by the Board of Trustees (subject to the prior approval of the Corporate Member) and in accordance with the following:

- 8.1.1 The paying of or the making of provision of the payment of all of the liabilities, direct or indirect, contingent or otherwise, including without limitation, all liabilities evidenced in all outstanding loan agreements, credit agreements, master indentures and other similar documents.
- 8.1.2 Subject to compliance with the dissolution principles of the Corporate Member, all assets remaining after the payment of all of the liabilities of the Corporation shall be distributed, exclusively in furtherance of the religious, charitable, scientific, literary and educational purposes of the Corporation within the meaning of Section 501(c)(3) of the Code, to St. Thomas Baptist Health Corporation or such other exempt organization(s) under Section 501(c)(3) of the Code that is a Subsidiary Organization of St. Thomas Baptist Health Corporation, or to such other exempt organization(s) under Section 501(c)(3) of the Code as shall be determined by the Members of Ascension Health.
- 8.1.3 Any other assets not so disposed of shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

The date on which the original Charter was filed with the Tennessee Secretary of State was March 16, 1926.

This Amended and Restated Charter shall be effective on January 1, 2002.

Jennifer M Gerhart, Register
Rutherford County Tennessee
Rec #: 282857 Instrument 1102664
Rec'd: 6.00 NBK: 63 Pg 58
State: 0.00
Clerk: 0.00 Recorded
EDP: 2.00 1/7/2002 at 9:00 am
Total: 8.00 in Record Book
124 Pages 2115-2121

**CERTIFICATE OF MIDDLE TENNESSEE MEDICAL CENTER, INC.
CONCERNING ITS AMENDED AND RESTATED CHARTER**

Corporate Control No. 0083398

RECEIVED
STATE OF TENNESSEE

Pursuant to the provisions of Section 48-60-106(h) of the Tennessee Nonprofit Corporation Act, as amended, Middle Tennessee Medical Center, Inc. (the "Corporation") certifies as follows:

RILEY DARNELL
SECRETARY OF STATE

I. The name of the Corporation as it appears of record is Middle Tennessee Medical Center, Inc.

- II. The Amended and Restated Charter to which this Certificate is attached amends Sections 1 through 10 of the Corporation's Charter by substituting therefor Articles I through VIII of the Amended and Restated Charter.
- III. The amendments contained in the Amended and Restated Charter were duly adopted by the sole member of the Corporation on SEPTEMBER 11, 2001 and the Amended and Restated Charter was duly adopted by the Board of Directors of the Corporation at a meeting held on DECEMBER 6, 2001..
- IV. The Corporation is not for profit.
- V. Approval of the amendments to the Charter by some person or persons other than the sole member, the Board of Directors, or the incorporator is not required pursuant to Section 48-60-301 of the Tennessee Nonprofit Corporation Act, as amended.
- VI. The Amended and Restated Charter shall be effective on December 31, 2001.

DATED this 6TH day of DECEMBER, 2001.

MIDDLE TENNESSEE MEDICAL CENTER, INC.

By: Mike Seshul, M.D.
Mike Seshul, M.D.
Chairman, Board of Directors

**AMENDED AND RESTATED CHARTER
OF
MIDDLE TENNESSEE MEDICAL CENTER, INC.**

Pursuant to the provisions of Section 48-60-106 of the Tennessee Nonprofit Corporation Act, as amended (the "Act"), Middle Tennessee Medical Center, Inc., a Tennessee nonprofit corporation (the "Corporation") adopts the following Amended and Restated Charter:

**ARTICLE I
NAME**

- 1.1 The name of the Corporation is Middle Tennessee Medical Center, Inc

**ARTICLE II
TYPE**

- 2.1 The Corporation is a public benefit corporation.
- 2.2 The Corporation is not for profit.

**ARTICLE III
PURPOSE**

3.1 The Corporation is organized exclusively for charitable, religious, educational and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue Law) (the "Code"), including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Code. The Corporation's purposes shall be consistent with and supportive of the corporate purposes of Ascension Health, a Missouri nonprofit corporation, and the Corporation's purposes shall include the following:

- 3.1.1 Serve as an integral part of the Roman Catholic Church and carry out its mission in support of or in furtherance of the charitable purposes of the organizations described in this Article.
- 3.1.2 Further the philosophy and mission of Ascension Health of healing and service for the sick and poor, and promote, support and engage in any of the religious, charitable, scientific and educational ministries which are now, or may hereafter be established by Ascension Health, or co-sponsored by the Sponsors (as that term is generally understood within the Ascension Health system) and which are in furtherance of or in support of the charitable purposes of the organizations described in this Article.
- 3.1.3 Raise funds for any or all of the organizations described in this Article from the public and from all other sources available; receive and maintain such

funds and expend principal and income therefrom in support of or in furtherance of the charitable purposes of such organizations.

- 3.1.4 Acquire, own, use, lease as lessor or lessee, convey and otherwise deal in and with real and personal property and any interest therein, all in support of or in furtherance of the charitable purposes of organizations described in this Article.
- 3.1.5 Contract with other organizations (for profit and nonprofit), with individuals and with governmental agencies in support of or in furtherance of the charitable purposes of the organizations described in this Article.
- 3.1.6 Establish, develop, sponsor, promote and/or conduct educational programs, religious programs, scientific research, treatment facilities, rehabilitation centers, housing centers, management services, human service programs and other charitable activities, all in promotion and support of the interests and purposes of the organizations described in this Article.
- 3.1.7 Own or operate facilities or own other assets for public use and welfare in furtherance of the charitable purposes of the organizations described in this Article.
- 3.1.8 Engage in any lawful activities within the purposes for which a corporation may be organized under the Tennessee Nonprofit Corporation Act (the "Act"), as it may be amended from time to time, which are in furtherance of or in support of the charitable purposes of the organizations described in this Article.
- 3.1.9 Serve as the controlling entity of Subsidiary Organizations (as that term is generally understood within the Ascension Health system) that conduct health related and other activities, and limit the powers, duties and responsibilities of the governing bodies of such Subsidiary Organizations, all in accordance with requirements as established by the Corporate Member (as defined in Article V).
- 3.1.10 Support institutions co-sponsored by the Sponsors, both within and without Tennessee, and cooperate with other Ascension Health institutions.
- 3.1.11 Promote cooperation and exchange of knowledge and experience among the various apostolates of the Sponsors within the health care mission.
- 3.1.12 Otherwise operate in support of or in furtherance of the charitable purposes of the organizations described in this Article, and do so exclusively for religious, charitable, scientific or educational purposes within the meaning of Section 501(c)(3) of the Code and in the course of such operation:
 - (a) No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its members, trustees, officers, or other private persons unless allowed by Section 501(c)(3) of the Code and the Act except that the Corporation shall be authorized and empowered to pay

reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein.

(b) No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

(c) Notwithstanding any other provisions of the Corporation's governing documents, the Corporation shall not carry on any other activities not permitted to be carried on: (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code.

3.1.13 Operate a hospital and other health care providers and services in furtherance of the charitable purposes described above.

ARTICLE IV

PERIOD OF EXISTENCE

4.1 The period during which the Corporation shall continue is perpetual.

ARTICLE V

MEMBERSHIP

5.1 Members. The Corporation shall have members.

5.2 Identity of Member. There shall be one (1) member of the Corporation who shall be known as the "Corporate Member," and such Corporate Member shall be St. Thomas Baptist Health Corporation, a Tennessee nonprofit corporation.

5.3 Transferability of Membership Interest. The Corporate Member's interest as a member in the Corporation may be transferred by the Corporate Member.

ARTICLE VI

REGISTERED OFFICE, AGENT AND PRINCIPAL OFFICE

6.1 Registered Office and Agent. The street address, zip code and county of the registered office of the Corporation is 4220 Harding Road, Nashville, Davidson County, Tennessee 37205, and the name of the Corporation's registered agent at such address is Sister Priscilla Grimes, D.C.,

6.2 Principal Office. The address of the principal office of the Corporation is 400 North Highland, Murfreesboro, Tennessee 37130.

ARTICLE VII
BOARD OF TRUSTEES; RESERVED POWERS

7.1 Powers and Responsibilities. The business, property, and affairs of the Corporation shall be managed and controlled by the Corporation's Board of Trustees ("Board of Trustees" or "Board") in accordance with the policies established by the Corporate Member or any successor entity. The Board of Trustees shall act as the board of directors of the Corporation as required by the Act.

7.2 Powers Reserved to Corporate Member. All action of the Corporation shall be by its Board of Trustees, subject to the following matters which require the approval of the Corporate Member:

- 7.2.1 Approve the mission and vision statements for the Corporation and assure compliance with the philosophy, mission, vision, Sponsor expectations and core values of the System.
- 7.2.2 Approve changes to the Governing Documents (as that term is generally understood within the Ascension Health system) of the Corporation and its non-controlled subsidiaries that are consistent with the System's Requirements for Governing Documents (as that term is generally understood within the Ascension Health system).
- 7.2.3 Approve changes to the Governing Documents of the Corporation and its non-controlled subsidiaries that are inconsistent with the System's Requirements for Governing Documents, provided that Ascension Health also approves such changes.
- 7.2.4 Appoint, upon the recommendation of the Board of the Corporation, or remove, with or without cause, the members of the Board of Trustees of the Corporation. Removal does not require a recommendation of the Corporation's Board.
- 7.2.5 Approve the incurrence of debt of the Corporation in accordance with the System Authority Matrix (as that term is generally understood within the Ascension Health system).
- 7.2.6 Subject to canonical requirements, approve and recommend the formation of legal entities, the sale, transfer or substantial change in use of all or substantially all of the assets, divestitures, dissolutions, closures, mergers, consolidations, or changes in corporate membership of the Corporation in accordance with the System Authority Matrix.
- 7.2.7 Approve the transfer or encumbrance of the assets of the Corporation in accordance with the System Authority Matrix.
- 7.2.8 Approve the operating budget and capital plan for the Corporation.

- 7.2.9 Deviate from the policies and restrictions imposed on the Corporation by the Corporate Member.

ARTICLE VIII **DISSOLUTION**

8.1 Upon the dissolution of the Corporation, the disposition of all the assets of the Corporation shall be in a manner as provided by the Board of Trustees (subject to the prior approval of the Corporate Member) and in accordance with the following:

- 8.1.1 The paying of or the making of provision of the payment of all of the liabilities, direct or indirect, contingent or otherwise, including without limitation, all liabilities evidenced in all outstanding loan agreements, credit agreements, master indentures and other similar documents.
- 8.1.2 Subject to compliance with the dissolution principles of the Corporate Member, all assets remaining after the payment of all of the liabilities of the Corporation shall be distributed, exclusively in furtherance of the religious, charitable, scientific, literary and educational purposes of the Corporation within the meaning of Section 501(c)(3) of the Code, to St. Thomas Baptist Health Corporation or such other exempt organization(s) under Section 501(c)(3) of the Code that is a Subsidiary Organization of St. Thomas Baptist Health Corporation, or to such other exempt organization(s) under Section 501(c)(3) of the Code as shall be determined by the Members of Ascension Health.
- 8.1.3 Any other assets not so disposed of shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

The date on which the original Charter was filed with the Tennessee Secretary of State was March 16, 1926.

This Amended and Restated Charter shall be effective on January 1, 2002.



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

06/02/2025

Request Type: Certificate of Existence/Authorization

Issuance Date: 06/02/2025

Request #: C2025040250

Document Receipt

Order Number: C2025040250

Verification #: CFC25D6B

Receipt #: 2025-393783

Filing Fee: \$20.00

Payment: Credit Card - 3899551142

\$20.00

Entity Name: SAINT THOMAS RUTHERFORD HOSPITAL

SOS Control #: 000083398

Initial Filing Date: 03/16/1926

Entity Type: Nonprofit Corporation

Formation Locale: TENNESSEE

Status: Active

Duration Term: Perpetual

Fiscal Year Close: June

Annual Report Due: 10/01/2025

Business County: RUTHERFORD

Benefit Type: Public Benefit Corporation

Religious Type: Non-Religious

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 RUTHERFORD HOSPITAL

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

Tre Hargett
Secretary of State

Verification #: CFC25D6B



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Tre Hargett
Secretary of State

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

Request Type: Certified Copies

Order #: C2025040250

Issuance Date: 06/02/2025

Copies Requested: 1

Document Receipt

Receipt #: 2025-393783

Filing Fee: \$20.00

Payment: Credit Card - 3899551142

\$20.00

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that **SAINT THOMAS RUTHERFORD HOSPITAL**, Control # 000083398 was formed or qualified to do business in the State of Tennessee on 03/16/1926. SAINT THOMAS RUTHERFORD HOSPITAL 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

Ascension Health

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graph TD; A[Ascension Health] --- B[Saint Thomas Health]; B --- C[Saint Thomas Rutherford Hospital];
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Saint Thomas Health

Saint Thomas
Rutherford Hospital

Attachment 8A - Management Agreement

NOT APPLICABLE

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is entered into as of the Effective Date (defined below), by and between LASCASSAS PIKE PROPERTIES, LLC, a Tennessee limited liability company, as seller ("Seller"), and SAINT THOMAS RUTHERFORD HOSPITAL dba ASCENSION SAINT THOMAS RUTHERFORD HOSPITAL, as buyer ("Buyer").

WITNESSETH:

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

ARTICLE I. DEFINITIONS

When used herein (with an initial capital letter), each of the following terms shall have the meaning set forth below.

"Applicable Laws" means all applicable governmental laws, statutes, codes, ordinances, regulations, rules, rulings, orders, judgments and decrees, including, without limitation, all common law.

"City" means the City of Murfreesboro, Tennessee.

"Closing" means the closing and consummation of the transaction contemplated by this Agreement.

"Declaration" shall have the meaning ascribed to it in Section 3.4.

"Detention Pond Parcel" means the lot identified as the "Detention Pond Parcel" on the Site Plan.

"Earnest Money" shall have the meaning ascribed thereto in Section 2.2.

"East Pitts Lane Improvements" shall have the meaning ascribed to it in Section 3.3.

"Effective Date" means the date the last of the parties executes this Agreement as shown on the signature page hereof.

"Hazardous Substances" means all hazardous or toxic substances, materials, wastes, pollutants and contaminants that are regulated under any Applicable Laws pertaining to health, safety or the environment, including, but not limited to, (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq., (ii) the Hazardous Materials Transportation Authorization Act of 1994, as amended, 49 U.S.C. § 5101 et seq., (iii) the Resource, Conservation and Recovery Act of 1976, as amended, 42 U.S.C. § 6901 et seq., (iv) the Clean Water Act, as amended, 33 U.S.C. § 1251 et seq., (v) the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. § 2601 et seq., (vi) the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq, and (vii) the environmental laws of the State of Tennessee. Without limiting the generality of the foregoing, Hazardous Substances shall specifically include PCBs, asbestos, radon, urea formaldehyde, gasoline, diesel fuel, petroleum products, and their constituents.

“Inspection Period” means the period commencing on the Effective Date and expiring on the date that is one hundred twenty (120) days thereafter, as extended pursuant to Section 3.1(b) or the other terms of this Agreement.

“Larger Tract” means the larger tract of land owned by Seller that includes the Property, contains approximately 11.17 acres, is located at 2668 Lascassas Pike, Murfreesboro, Rutherford County, Tennessee and is more particularly described on the Site Plan.

“Lot” means each separate legal lot or parcel (including, without limitation, the Property) forming a part of the Larger Tract, as the same is modified or further subdivided, except the Detention Pond Parcel. “Lots” means, collectively, each and every Lot.

“Monetary Liens” means mechanic’s liens, materialmen’s liens and other liens, monetary judgments, mortgages, deeds of trust, deeds to secure debt, security deeds, collateral assignments, financing statements, security interests and related loan documents.

“Permitted Encumbrances” means (i) the lien securing the payment of the real property taxes levied against the Property for the year in which the Closing takes place and subsequent years to the extent the same are not yet due and payable as of the Closing, and (ii) recorded instruments encumbering the Property that are set forth in the original version of the Title Commitment, excluding Monetary Liens, matters that do not affect the Property as of the Closing, and matters deleted from any subsequent version of the Title Commitment. For clarity, the standard exceptions set forth in the Title Commitment (including, without limitation, the “gap” exception, the exception for the lien for unpaid taxes and assessments, the survey exception, the parties in possession exception, and the mechanics’ and materialmen’s liens exception) are not Permitted Encumbrances.

“Private Road” means the access road identified as the “Private Road” on the Site Plan.

“Property” means the approximately 2.05 acre parcel located in Murfreesboro, Rutherford County, Tennessee, identified as Lot 3 on the Final Plat MMC Lascassas of record in Plat Cabinet 52, Page 41, Register’s Office for Rutherford County, Tennessee, and more particularly described on Exhibit A, including, but not limited to, (i) all buildings, structures and improvements located on said parcel, (ii) all rights, privileges, interests and easements appurtenant to said parcel, and (iii) all of Seller’s interest, if any, in the roads, streets, alleys, highways and rights-of-way abutting said parcel.

“Purchase Price” means the sum of ONE MILLION SEVEN HUNDRED EIGHTY-THREE THOUSAND NINE HUNDRED SIXTY AND NO/100 DOLLARS (\$1,783,960.00).

“Required Permits” means all permits, licenses, zoning changes, annexation approvals, variances, special exceptions, conditional use permits, consents and approvals (public and private) that Buyer deems necessary or desirable for its use or development of the Property, including, without limitation, all permits, licenses and approvals for any improvements to East Pitts Lane that are required by any governmental authority in connection with Buyer’s proposed use or development of the Property or that Buyer deems necessary in connection with its proposed use and development of the Property.

“Seller Improvement Plans” means the plans and specifications described on Exhibit B.

“Seller Improvements” means (i) the storm water detention pond, storm water drainage facilities, Private Road, signage and other improvements set forth in the Seller Improvement Plans, excluding the portion of the Private Road located on the Property, (ii) the road and related improvements to Lascassas Pike set forth in the Seller Improvement Plans (the “Lascassas Road Improvements”), (iii) all infrastructure improvements required by any governmental authority, including, without limitation, the City, in connection with the development of the Property or the other portions of the Larger Tract, excluding any improvements to East Pitts Lane required as a result of the development of the Property (collectively, the “Infrastructure Improvements”), and (iv) all other work and improvements necessary to properly complete the items described in subparagraphs (i) through (iii) of this definition, including, without limitation, any work and improvements required to comply with Applicable Laws or the terms of this Agreement.

“Site Plan” means the site plan for the master development containing the Property that is attached hereto as **Exhibit C**.

“Survey” means an ALTA/NSPS survey of the Property prepared by a surveyor licensed in the State of Tennessee and containing such details as Buyer may reasonably require.

“Title Commitment” means a commitment for an ALTA Owner’s Extended Coverage Policy of Title Insurance issued by the Title Company that sets forth the status of title to the Property, is in the amount of the Purchase Price, and contains such endorsements as Buyer may reasonably require.

“Title Company” means Fidelity National Title Insurance Company, through its office in Franklin, Tennessee.

“Title Policy” means an ALTA Owner’s Extended Coverage Policy of Title Insurance, issued based on the Title Commitment, that (i) insures good and marketable fee simple absolute title to the Property is vested in Buyer, subject only to the Permitted Encumbrances, (ii) insures Buyer’s right to use all appurtenant easements that are part of the Property, (iii) has a coverage limit equal to the Purchase Price or such higher amount as Buyer may reasonably require, and (iv) contains all endorsements reasonably requested by Buyer.

ARTICLE II. PURCHASE AND SALE

2.1. **Sale and Purchase.** Subject to and in accordance with the terms of this Agreement, Seller agrees to sell the Property to Buyer and Buyer agrees to purchase the Property from Seller. At the Closing, Buyer shall pay the Purchase Price to Seller, in immediately available funds, less all credits and adjustments expressly provided for in this Agreement, by wire transfer to such account as Seller has directed, in writing.

2.2. **Earnest Money.** Within five (5) business days after the Effective Date, Buyer shall deposit Fifty Thousand and No/100 Dollars (\$50,000.00) with the Title Company, which amount and all interest earned on such amount while it is held by the Title Company is referred to as the “Earnest Money.” The Earnest Money shall be paid to Seller and credited (dollar for dollar) against the Purchase Price at 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, One Hundred and No/100 Dollars (\$100.00) (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.

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.

ARTICLE III. INSPECTION, APPROVAL AND PERMITTING

3.1. Inspection & Approval.

(a) While this Agreement remains in effect, 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, site engineering, geotechnical reviews, environmental site assessments, testing, soil borings, physical condition assessments and other similar activities. Except as otherwise expressly provided herein, Buyer shall be responsible for all costs and expenses associated with its due diligence and inspections with respect to the Property. Within ten (10) business days after the Effective Date, Seller shall furnish Buyer with the information and materials described on **Exhibit D** to the extent the same are in Seller's possession or control (collectively, the "Submission Items"). 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. To the extent requested by Buyer, Seller shall use reasonable efforts to obtain a written agreement (in form and substance reasonably acceptable to Buyer) allowing Buyer to use and rely on any surveys, geotechnical reports, soil tests, environmental assessments, traffic studies and other consultant reports that are part of the Submission Items; provided, Seller shall not be required to incur any costs in connection therewith unless Buyer agrees, in writing, to pay such costs. 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 expiration of the Inspection Period. If Buyer terminates this Agreement pursuant to this Section 3.1 on or prior to the expiration of the Inspection Period, the Earnest Money shall be immediately refunded to Buyer. Unless this Agreement is terminated pursuant to this Section 3.1, all of the Earnest Money shall be non-refundable following the expiration of the Inspection Period, 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.

(b) Buyer shall have 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 thirty (30) days. If Buyer desires to exercise any of the Extension Options, Buyer shall so notify Seller, in writing, on or before the date the Inspection Period is then scheduled to expire.

(c) Seller agrees, upon reasonable request, to cooperate, assist and join in Buyer's efforts to obtain the Required Permits; provided, Seller shall not be required to incur any costs or liabilities in connection therewith. If Buyer is unable to obtain any of the Required Permits by the date the Closing is scheduled to occur, on terms and conditions acceptable to Buyer in its sole and absolute discretion, then Buyer may terminate this Agreement and receive a refund of the Earnest Money. If Buyer applies for any Required Permits during the Inspection Period and such Required Permits have not been finally, fully and unappealably granted or finally denied at least five (5) business days prior to the date the Closing is scheduled to occur, then Buyer may postpone the Closing until the date that is ten (10) business days after such Required Permits are all finally and unappealably granted or finally denied; provided, in no event shall

the Closing be postponed beyond the date that is one hundred fifty (150) days after the expiration of the Inspection Period pursuant to this Section 3.1(c).

(d) If this Agreement is terminated for any reason other than Seller's default hereunder, Buyer shall repair all material damage to the Property resulting from Buyer's exercise of its rights under this Section 3.1. Buyer shall indemnify, defend and hold harmless Seller from and against all third party claims and associated liabilities arising as a direct result of Buyer's or any of Buyer's agents', employees', contractors' or representatives' activities on the Property prior to the Closing or the termination of this Agreement, as applicable, except to the extent caused by Seller or any of its affiliates, agents, licensees, employees, contractors or representatives or by any condition at or affecting the Property not caused by Buyer. Buyer's obligations under this section shall survive the termination of this Agreement.

3.2. Title & Survey. As part of its review of the Property, Buyer shall obtain the Title Commitment and Survey. Buyer shall notify Seller, in writing, of Buyer's objections to the status of title to the Property (including, but not limited to, the exceptions and requirements set forth in the Title Commitment) and the matters shown on the Survey (collectively, "Title & Survey Objections") within ninety (90) 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, then Buyer may, at its option, terminate this Agreement by giving written notice to Seller on or before the date the Inspection Period expires. If Buyer terminates this Agreement pursuant to this Section 3.2, on or prior to the expiration of the Inspection Period (as extended if exercised as provided hereunder), the Earnest Money shall be immediately refunded to Buyer. Nothing contained in this section shall be deemed to modify or limit Seller's obligations under Section 4.2 below or Buyer's remedies on account of any default by Seller.

3.3. East Pitts Lane Improvements. Prior to the expiration of the Inspection Period, Buyer shall endeavor to determine the scope and cost of any improvements to East Pitts Lane that will be required by any governmental authority in connection with Buyer's proposed use or development of the Property or that Buyer deems necessary in connection with its proposed use and development of the Property (collectively, the "East Pitts Lane Improvements"), including, without limitation, the cost of designing, permitting, constructing and dedicating the same (collectively, the "East Pitts Lane Improvement Costs"). If Buyer purchases the Property pursuant to this Agreement, then Buyer shall be required to complete the East Pitts Lane Improvements under the Declaration as part of the initial development of the Property, at no cost to Seller.

3.4. Declaration. Seller and Buyer shall diligently endeavor, in good faith, to agree, in writing, on the form and content of a Declaration of Covenants, Easements and Restrictions (the "Declaration") within thirty (30) days after the Effective Date that, among other things, validly: (i) establishes a perpetual, non-exclusive access easement over and across the Private Road, for the benefit of the Lots (including, without limitation, the Property), provided, the portion of the Private Road on the Property shall not be utilized for access to the other Lots prior to its completion without the written consent of Buyer; (ii) establishes a perpetual, non-exclusive storm water drainage and detention easement over and across the Detention Pond Parcel and the storm water drainage and detention improvements located thereon or related thereto for the benefit of the Property and the other Lots, including, without limitation, the storm water drainage and detention facilities that are part of the Seller Improvements (collectively, the "Detention Facilities"); (iii) establishes a perpetual, non-exclusive sign easement over and across the monument signage serving the Lots (the "Monument Sign"), for the benefit of the Property and the other Lots, and grants Buyer, its successors and assigns, the exclusive right to use two (2) abutting sign panel locations on both sides of the Monument Sign (unless otherwise agreed by Seller and Buyer, the panel locations on the

Monument Sign shall be equal in size but may be combined); (iv) obligates the owner of the Lot identified as Lot 4 on the Site Plan (the "Lot 4 Owner") to perform all maintenance, repairs and replacements required to keep the Private Road, the Detention Facilities and the Monument Sign in good working order and in a reasonably good condition, and grants the owner of the other Lots the right to perform any such maintenance, repairs and replacements in the event the Lot 4 Owner fails to complete the same in accordance with the Declaration and does not cure such failure within a reasonable time after receiving written notice of such failure from the owner of any other Lot; (v) obligates the Lot 4 Owner to construct the Seller Improvements, in accordance with and within the time period required under Article X; (vi) requires the owner of each Lot to pay its proportionate share of the reasonable cost of maintaining and repairing (but not constructing) the Private Road and the Detention Facilities; (vii) requires the owner of each Lot who places signage on the Monument Sign to pay its proportionate share of the reasonable cost of maintaining, repairing and replacing (but not installing) the Monument Sign; (viii) obligates Buyer, or its successor or assign, to construct the portion of the Private Road located on the Property as part of the initial development of the Property, provided, Buyer, its successors and assigns, may make upgrades and modifications to such portion of the Private Road so long as the same continues to provide reasonable access to the other Lots; and (ix) contains the use restrictions on the Lots agreed upon by Seller and Buyer, as more particularly set forth therein. The Declaration shall run with the land. Seller shall ensure the Declaration validly encumbers all of the Larger Tract and is not subordinate to any Monetary Liens or any leases, licenses or occupancy agreements. If Seller grants, transfers or conveys an estate or interest in any portion of the Larger Tract before Closing, Seller shall ensure that the Declaration is imposed thereon, in a manner that satisfies all of the requirements of this section and is approved, in writing, by Buyer prior to such grant, transfer or conveyance. If Buyer and Seller have not agreed, in writing, on the form and content of the Declaration within thirty (30) days after the Effective Date, then Buyer may extend the Inspection Period by thirty (30) days by giving written notice to Seller and the parties shall continue to endeavor to agree upon the terms of the Declaration. Once the form and content of the Declaration is agreed upon by Buyer and Seller, in writing, the parties shall execute an amendment attaching the same to this Agreement as an exhibit hereto. In the event Buyer and Seller do not agree, in writing, upon the form and content of the Declaration prior to the expiration of the Inspection Period, Buyer may terminate this Agreement by giving written notice to Seller within five (5) business days after the expiration of the Inspection Period. The Earnest Money shall be refunded to Buyer in the event this Agreement is terminated pursuant to this Section 3.4.

ARTICLE IV. COVENANTS

4.1. Management. Prior to the Closing, (i) Seller shall not make or permit any changes, alterations or improvements to the Property, except for the Seller Improvements and maintenance, repairs, and replacements, if any, expressly required hereunder, and (ii) Seller shall not enter into any covenants, conditions, restrictions, leases, licenses, easements or other agreements encumbering the Property, except the Declaration and other instruments expressly required under this Agreement. Seller shall remove all personal property from the Property prior to Closing, if any, and Seller shall deliver the Property to Buyer at Closing free of material trash and debris. Any personal property remaining on the Property after the Closing shall be deemed abandoned, and Buyer may, in addition to any other remedies available at law or in equity, dispose of same in any manner it sees fit and retain all amounts received therefrom, in which event Seller shall reimburse Buyer, upon demand, for all reasonable costs incurred by Buyer to remove and dispose of such items, including, without limitation, the cost of repairing any damage to the Property caused by their removal and storage charges.

4.2. Monetary Liens. Seller shall cause all Monetary Liens encumbering the Property, or any portion thereof, to be released and discharged by the Closing, by properly recorded instruments.

4.3. Updates. Seller shall promptly notify Buyer, in writing, if Seller learns of: (i) any event which has or is reasonably likely to have a material adverse effect on the Property; (ii) any violation or alleged violation of Applicable Laws or the Permitted Encumbrances related to the Property; (iii) any pending or threatened lawsuit or governmental action related to the Property; (iv) any damage to the Property caused by fire or other casualty; or (v) any actual, pending or threatened taking of any portion of the Property or the areas serving the Property by condemnation or eminent domain.

ARTICLE V. REPRESENTATIONS AND WARRANTIES

5.1. Seller's Representations and Warranties. Seller represents and warrants to Buyer, as of the Effective Date and the Closing, as follows:

(i) Seller is the owner of good and marketable fee simple absolute title to the Property, subject to the Permitted Encumbrances;

(ii) (A) Seller's execution, delivery and performance of this Agreement has been duly and validly authorized and does not violate any judgment, order, decree, contract, agreement or other instrument by which Seller or the Property is bound, and (B) Seller has full power and authority to enter in this Agreement and to perform all its obligations hereunder;

(iii) Seller has not (A) filed any voluntary petition to declare itself bankrupt or insolvent, or to reorganize its business or affairs, under the Bankruptcy Code of the United States or any other federal, state or local law related to bankruptcy, insolvency or relief for debtors, (B) been adjudicated as bankrupt or insolvent, or (C) had an involuntary petition filed against it under the Bankruptcy Code of the United States or any other federal, state or local law related to bankruptcy, insolvency or relief for debtors;

(iv) (A) there is no pending or, to Seller's knowledge, threatened lawsuit or similar proceeding that affects, or may affect, the Property or impairs, or may impair, Seller's ability to fulfill its obligations under this Agreement, and (B) there are no pending or, to Seller's knowledge, threatened governmental investigations, actions or proceedings involving or affecting the Property, including, but not limited to, condemnation or eminent domain proceedings and zoning changes;

(v) Seller is not a party to any contracts or agreements related to the Property, except this Agreement and the Permitted Encumbrances;

(vi) to Seller's knowledge, the Property complies with all Applicable Laws and the Permitted Encumbrances;

(vii) to Seller's knowledge, (A) no Hazardous Substances have been discharged, released, stored, generated, disposed of or allowed to escape on, under, about or adjacent to the Property in violation of Applicable Laws or in quantities that require or may require reporting, investigation, monitoring, testing, clean-up, removal or remediation under Applicable Laws, (B) no storage tanks (above ground or below ground) used to hold Hazardous Substances are or have been located on, under, about or

adjacent to the Property, and (C) neither the Property nor any property adjacent thereto has previously been used as a landfill or a dump;

(viii) there are no leases, licenses or other agreements granting any person or entity the right to occupy all or a portion of the Property, and Seller has exclusive possession of the Property, free and clear of tenants and other occupants;

(ix) except for this Agreement, there are no existing 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;

(x) to Seller's knowledge, the Property complies with all Applicable Laws;

(xi) the Property is, or will be by the date of Closing, a separate and discrete parcel that does not include any other real property, and the Property has been lawfully subdivided from all other real property;

(xii) water, sanitary sewer, electricity, data transmission and telephone service are available to serve the Property, in at least normal and customary capacities for commercial developments, via public lines that are either located within the boundaries of the Property or abut the Property and are located in a public utility easement or publicly dedicated road;

(xiii) to Seller's knowledge, (A) there are no wetlands, sink holes or protected flora or fauna on, under, about or affecting the Property, (B) no wetlands previously located on the Property have been removed or filled, (C) no material or debris is buried on the Property, and (D) except as part of the Seller Improvements, no fill material has been placed on the Property to change the elevation of any portion thereof or to fill any holes, excavations or other areas;

(xiv) Seller is not a person or entity with whom U.S. persons are prohibited from doing business with under Applicable Laws, including, without limitation, the regulations of the Office of Foreign Asset Controls of the United States Department of the Treasury (e.g. OFAC's Specially Designated and Blocked Persons list), Executive Order 13224 on Terrorism Financing, effective September 24, 2001 ("Executive Order 13224"), or the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 ("USA Patriot Act"); and

(xv) any person or entity who is, or may be entitled to, assert a mechanic's, materialmen's or other lien against the Property on account of work, labor, materials, equipment, supplies or services furnished to Seller will be paid in full as of the Closing.

ARTICLE VI. CLOSING

6.1. Closing. Subject to the other terms of this Agreement, the Closing shall take place at 1:00 p.m. local time on the date that is thirty (30) days after the expiration of the Inspection Period; provided Buyer shall have the right to schedule the Closing for any earlier time and date so long as it gives Seller at least ten (10) days advanced written notice thereof. The Closing shall be held at the offices of the Title Company in Franklin, Tennessee or at such other place as may be agreed upon by Buyer and Seller, in writing. 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, with (i) Seller delivering the documents to be executed and/or delivered by Seller under Section 6.2 and the other terms hereof at Closing (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 subject to the prorations, credits and adjustments provided for herein, and other amounts payable by Buyer under this Agreement at Closing (collectively, the "Closing Proceeds") and the documents to be executed and/or delivered by Buyer under Section 6.2 and the other terms hereof at Closing (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, and the Buyer Closing Documents to Seller.

6.2. Closing Deliveries.

(a) Deed. At the Closing, Seller shall convey good and marketable fee simple absolute title to the Property to Buyer by a duly executed and recordable special warranty deed (the "Deed"), subject only to the Permitted Encumbrances. If the description of the boundaries of the Property set forth on the Survey is different from the description of such boundaries set forth on Exhibit A, Seller shall also execute a quitclaim deed conveying the Property to Buyer utilizing the description on the Survey.

(b) Declaration. At Closing, Seller shall execute and record the Declaration.

(c) 1445 Certificate. At the Closing, Seller shall execute and deliver to Buyer a properly completed certificate stating that Seller is not (i) a "foreign person," as such term is defined in Section 1445(f)(3) of the Internal Revenue Code of 1954, as amended, or (ii) a "disregarded entity" as such term is defined in Section 1.1445-2(b)(2)(iii) of the Code of Federal Regulations.

(d) Title Insurance Requirements. At the Closing, Seller shall execute and deliver to Buyer 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.

(e) Closing Statement. At the Closing, Seller and Buyer shall execute a written statement which sets forth the Purchase Price, all credits against the Purchase Price provided for in this Agreement, all amounts being prorated between the parties pursuant to this Agreement, and all disbursements to be made at Closing on their behalf.

(f) Additional Documents. At the Closing, Seller shall execute and deliver to Buyer all documents reasonably requested by Buyer to carry out the transaction contemplated by this Agreement; provided, such documents shall not materially increase Seller's obligations or materially decrease Seller's rights.

(g) Closing Submissions. At the Closing, Seller shall deliver to Buyer: (i) recorded or recordable instruments validly releasing all Monetary Liens encumbering the Property or any portion thereof; and (ii) evidence reasonably satisfactory to the Title Company and Buyer that Seller is duly authorized and empowered to execute this Agreement and perform all of its obligations hereunder, including, but not limited to, formation documents, resolutions, secretary's certificates, and Certificates of Good Standing/Existence.

(h) Possession. Upon the completion of the Closing, Seller shall deliver exclusive possession of the Property to Buyer, free and clear of (i) all tenants and other occupants and (ii) all leases, licenses and other agreements granting any person or entity the right to occupy all or a portion of the Property.

6.3. Closing Conditions. Buyer may, at its option, terminate this Agreement, by giving written notice to Seller, if at the time the Closing is scheduled to occur: (i) Seller is in default under any of the terms of this Agreement; (ii) any of Seller's representations or warranties set forth in this Agreement is untrue, inaccurate or incomplete in any respect; (iii) there has been a material adverse change in the condition of or affecting the Property that occurred after the Effective Date, including, but not limited to, a change in environmental condition; (iv) Buyer is unable to obtain the Title Policy or a "marked up" version of the Title Commitment that irrevocably and unconditionally commits to issue the Title Policy to Buyer; or (v) there is any pending or threatened lawsuit, governmental action, investigation, or similar proceeding that is or may be adverse to the Property or Buyer's intended development or use thereof, including, but not limited to, any condemnation or eminent domain proceeding. In the event Buyer has the right to terminate this Agreement under this Section 6.3, Buyer may postpone the Closing for up to thirty (30) days, in which case the provisions of this section shall continue to apply. The Earnest Money shall be refunded to Buyer upon the termination of this Agreement pursuant to this section. Nothing herein shall limit the remedies available to Buyer as a result of Seller's default under this Agreement or require Buyer to terminate this Agreement.

6.4. Closing Costs. At the Closing, Buyer shall pay (i) all transfer taxes and recording costs due in connection with the recording of the Deed, (ii) the cost of the Title Commitment and the premium for the Title Policy, and (iii) the fees charged by the Title Company to hold the Earnest Money and coordinate the Closing. At Closing, Seller shall pay the cost of releasing and discharging all Monetary Liens encumbering all or any portion of the Property, including, without limitation, recording costs for any release of the same.

ARTICLE VII. PRORATIONS, CREDITS AND ADJUSTMENTS

7.1. Calculation. All prorations to be made under this section “as of the date of Closing” shall be made as of 11:59 P.M. local time on the date of the Closing, with the effect that Seller shall pay the portions of the expenses being prorated which are allocable to periods on or prior to the date the Closing occurs and Buyer shall pay the portions of such expenses which are allocable to periods after the date the Closing occurs.

7.2. Property Taxes. Real property taxes and assessments (general and special, public and private) levied against the Property for the year in which the Closing takes place shall be prorated between Seller and Buyer and, if possible, paid at the Closing, and Seller shall also pay any unpaid real property taxes and assessments (general and special, public and private) levied against the Property that are allocable to prior years at such time. If any such real property taxes and assessments cannot be paid at the Closing, Buyer shall receive a credit against the Purchase Price equal to Seller’s share thereof, and Buyer shall thereafter be responsible for tendering the amount of such credit to the proper taxing authorities. Seller represents and warrants to Buyer that: (i) no “rollback,” recoupment agricultural tax assessments or other taxes, assessments, fees or expenses are or may become due as a result of the Property having been classified as forest land, conservation land, agricultural land, open space, recreational, park or scenic land, timber land or another classification that defers the real property taxes or assessments owed with respect thereto or as a result of the termination of any such classification, any change in the use of the Property or the development of the Property after Closing; (ii) the Property has not been classified under any designation authorized by law to obtain a special low property tax rate or receive an abatement, reduction, discount or deferment of any property taxes or assessments; (iii) the Property is not subject to any agreement, contract or commitment regarding valuation and/or minimum valuation; and (iv) the Property is separately assessed from all other property for purposes of each component of Property Taxes

7.3. No Assumption. Buyer’s acquisition of the Property shall in no way be construed as an assumption of any liability, debt or obligation related thereto, known or unknown, which is allocable to periods prior to the Closing.

7.4. Unknown Amounts. In the event any amount to be prorated between the parties or credited to either of the parties under the terms of this Article VII is not known with certainty as of the Closing, the parties shall use an estimate of such amount at the Closing. If more current information is not available, such estimates shall be based upon the prior operating history of the Property and the most recent prior bills. As such estimated amounts become finally known, Seller and Buyer shall make any payments necessary to cause Seller and Buyer to pay the amounts it is responsible for under this Article VII, but no more.

ARTICLE VIII. CASUALTY AND CONDEMNATION

8.1. Casualty.

(a) If the Property is damaged by fire or other casualty prior to Closing, Buyer may terminate this Agreement by giving written notice to the Seller within thirty (30) days after such fire or casualty, in which event the Earnest Money shall be refunded to Buyer.

(b) Unless this Agreement is terminated, if the Property is damaged by fire or other casualty prior to Closing, then the parties shall proceed with the Closing and Buyer shall receive a credit against the Purchase Price equal to the reasonable cost of repairing the damaged areas, as determined by a contractor selected by Buyer and approved by Seller, in writing, which approval shall not be unreasonably withheld, qualified or delayed.

(c) Seller shall bear the risk of loss with respect to the Property until the Closing.

8.2. Condemnation. Buyer shall have the right to terminate this Agreement at any time prior to Closing if there is a completed, pending or threatened taking of any portion of the Property by condemnation or eminent domain after the Effective Date. The Earnest Money shall be refunded to Buyer following the termination of this Agreement pursuant to this section. Seller shall not reach a settlement or agreement related to any taking of the Property by condemnation or eminent domain, unless Buyer consents to the settlement or agreement, in writing. Unless this Agreement is terminated pursuant to this section, Seller shall transfer to Buyer, at the Closing, all amounts paid or payable on account of any taking of the Property by condemnation or eminent domain occurring between the Effective Date and the Closing, provided if such transfer would impair recovery, the Purchase Price shall be reduced by the amount of the such condemnation awards and Seller shall retain the same.

ARTICLE IX.
DEFAULT/REMEDIES

9.1. Failure to Sell. If Seller breaches this Agreement by failing to convey the Property to Buyer as and when required under this Agreement and Seller does not cure such breach within ten (10) days after it is notified of the same by Buyer, in writing (such failure being a "Wrongful Failure to Convey"), then Buyer may, as its sole and exclusive remedy, either (i) obtain specific performance of this Agreement or (ii) terminate this Agreement, recover the actual and reasonable out-of-pocket expenses incurred by Buyer in connection with the transaction contemplated herein or Buyer's proposed development of the Property (including, without limitation, the cost of surveys, title commitments and related searches, geotechnical assessments, site investigations, environmental assessments, and engineering and architectural plans) not to exceed Fifty Thousand Dollars (\$50,000), and receive a refund of the Earnest Money; provided, if Buyer is unable to obtain specific performance due to any act or misconduct of Seller or any of its principals or affiliates, then, in addition to terminating this Agreement and receiving a refund of the Earnest Money, Buyer may recover its damages from Seller.

9.2. Failure to Purchase. If Buyer breaches this Agreement by failing to purchase the Property as and when required hereunder and Buyer does not cure such breach within ten (10) 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. 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) SPECIFICALLY WAIVES AND RELINQUISHES ALL OTHER REMEDIES TO 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.

9.3. Other Defaults. Except as otherwise provided in Sections 9.1 and 9.2, if Seller or Buyer breaches any of the terms of this Agreement and does not cure such breach 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 and all remedies available hereunder, at law or in equity.

ARTICLE X. SELLER IMPROVEMENTS

10.1. Documents and Information. Prior to the earlier of the date that is one hundred eighty (180) days after the Effective Date or ten (10) days prior to the date the Closing is scheduled to occur, Seller shall furnish Buyer with: (i) all permits, licenses and other approvals necessary for the construction of the Seller Improvements (collectively, the "SI Permits"); (ii) a stipulated sum or guaranteed maximum price AIA construction contract between Seller and Dow Smith Contracting Co. Inc. (the "SI Contractor") that provides for the completion of the Seller Improvements in compliance with the requirements of this Article X, sets forth the total cost to complete the Seller Improvements (the "SI Maximum Price"), and contains the SI Contractor's schedule to complete the Seller Improvements (the "SI Construction Schedule"); (iii) written agreements from the engineers and other consultants who prepared the Seller Improvement Plans granting Buyer the right to use and rely thereon, which shall be in form and substance reasonably acceptable to Buyer; and (iv) any other information or materials regarding the Seller Improvements reasonably required by Buyer. Upon request, Seller shall promptly provide Buyer with a written update, from time to time, setting forth (in reasonable detail) the status of the Seller Improvements (including, without limitation, any unfinished portions thereof), and the status of Seller's efforts to complete the dedication of the Lascassas Road Improvements and the Infrastructure Improvements.

10.2. Completion. On or before that date that is one hundred eighty (180) days after Closing (the "Required Completion Date"), Seller shall, at its expense, complete the Seller Improvements, in accordance with this Article X, and cause the Lascassas Road Improvements and the Infrastructure Improvements to be publicly dedicated to and accepted by the City or other appropriate governmental authority or utility provider. Seller shall cause the Seller Improvements to be completed in a good and workmanlike manner, free of defects, in compliance with all Applicable Laws and the SI Permits, and in strict accordance with the Seller Improvement Plans. Seller shall timely post all bonds, letters of credit and deposits required in connection with the Seller Improvements or the satisfaction of Seller's obligations under this Article X, including, without limitation, the dedication and acceptance of the Lascassas Road Improvements and the Infrastructure Improvements. Seller shall promptly notify Buyer, in writing, of any failure by Seller to complete a component of the Seller Improvements within the period provided in the SI Construction Schedule. Seller shall pay, at its expense and when due, the cost of completing the Seller Improvements and satisfying Seller's other obligations under this Article X (collectively, the "SI Costs"), including, without limitation, the cost of the Seller Improvement Plans, the SI Permits, all bonds required in connection with construction of the Seller Improvements, and the cost of causing the Lascassas Road Improvements and the Infrastructure Improvements to be publicly dedicated and accepted in accordance with this Article X. During periods when Seller or any of its agents, employees contractors or representatives (collectively, the "Seller Parties") is performing any Seller Improvements, Seller shall

maintain commercial general liability insurance covering Seller and the other Seller Parties, written on an occurrence basis, with liability limits of at least \$2,000,000 per person and \$2,000,000 per occurrence for bodily injury and death and \$1,000,000 per occurrence for property damage, containing contractual liability coverage, and issued by a qualified and reputable insurer licensed in the State of Tennessee. In addition, Seller shall maintain, or cause the SI Contractor to maintain, builder's risk insurance issued by a qualified and reputable insurer licensed in the State of Tennessee until the Seller Improvements are completed and the Lascassas Road Improvements and the Infrastructure Improvements are publicly dedicated and accepted in accordance with this Article X, which insurance shall be in an amount equal to the full replacement cost of the Seller Improvements and in form and substance reasonably acceptable to Buyer. In the event Seller is notified of any defect or deficiency related to the Seller Improvements within one (1) year after the substantial completion of the Seller Improvements, Seller shall promptly correct such defect or deficiency, at no cost to Buyer.

10.3. Pre-Closing Documentation and Escrow. At least ten (10) days prior to the date the Closing is scheduled to occur, Seller shall furnish Buyer with: (i) a written instrument (in a form reasonably acceptable to Buyer) signed and certified as true, accurate and complete by Seller and the SI Contractor that (A) describes (in detail) all of the then unfinished Seller Improvements (the "Unfinished Seller Improvements"), and (B) sets forth (in detail) the total cost to complete each component of the Unfinished Seller Improvements in compliance with this Article X (collectively, the "Unfinished SI Costs"); (ii) a written instrument (in a form reasonably acceptable to Buyer) signed by Seller and the SI Contractor certifying that the Seller Improvements, except any Unfinished Seller Improvements, were completed in accordance with the requirements of this Article X; (iii) a written statement from Seller certifying that all of the SI Costs have been paid, except SI Costs related to any Unfinished Seller Improvements; (iv) full, final and unconditional lien waivers from every person and entity who provided work, services, labor or materials in connection with the Seller Improvements, which lien waivers shall be in form and substance reasonably satisfactory to Buyer and the Title Company; (v) full, final and unconditionally releases of all future lien rights with respect to the Property from the Seller's general contractor, which lien release shall be in form and substance reasonably satisfactory to Buyer and the Title Company; and (vi) all other documents, certificates and indemnity agreements that the Title Company reasonably requires to (A) delete all exceptions for mechanic's, materialmen's and other liens from the Title Commitment and the Title Policy, and (B) insure Buyer under the Title Policy against loss or damage arising or resulting from any and all liens filed or asserted in connection with the Seller Improvements. Seller shall cause all exceptions for mechanic's, materialmen's and other liens (collectively, the "Lien Exceptions") to be deleted from the Title Commitment and the Title Policy at or prior to Closing. At Closing, (i) Seller shall deposit an amount equal to one hundred ten percent (110%) of the costs to complete all of the Unfinished Seller Improvements (the "Seller Improvement Escrow") in escrow with the Title Company, as reasonably determined by Buyer, and (ii) Seller and Buyer shall enter into an escrow agreement with the Title Company, in the form attached hereto as Exhibit E (the "SI Escrow Agreement") governing the completion of the Seller Improvements and the disbursement of the Seller Improvement Escrow. Seller may draw against the Seller Improvement Escrow to pay costs incurred for the construction of the Unfinished Seller Improvements, on a monthly basis, to the extent permitted under and in accordance with the SI Escrow Agreement.

10.4. Indemnity. Seller shall indemnify, defend and hold harmless Buyer from and against any and all claims, lawsuits, liabilities, damages, losses, costs and expenses, including, but not limited to, reasonable attorney's fees, arising or resulting from the completion of the Seller Improvements or any act or omission of Seller or any of its agents, employees, contractors or representatives related to the Seller Improvements, including, but not limited to, any personal injury or property damage.

10.5. No Liens. Seller shall keep the Property free and clear of any mechanic's, materialmen's or other lien arising or resulting from the completion of the Seller Improvements. If any such mechanic's materialmen's or other lien is filed against the Property due to Seller's failure or alleged failure to pay for any work, services, materials or labor related to the Seller Improvements, Seller shall cause such lien to be released and discharged by termination, payment or bond within thirty (30) days after Seller is notified thereof.

10.6. Self-Help. Notwithstanding anything to the contrary, if Seller fails to timely and properly complete any portion of the Seller Improvements or Seller otherwise defaults under this Article X and Seller does not cure such failure or default within thirty (30) days of Seller's receipt of written notice of the same from Buyer, then Buyer may, at its option and in addition to its other rights and remedies under this Agreement, at law or in equity, cure any such failure or other default on behalf of Seller. In the event Buyer exercises its right under this section to complete any portion of the Seller Improvements on behalf of Seller or cure any other default by Seller: (i) Buyer shall so notify Seller, in writing; and (ii) Seller shall pay Buyer, upon demand, for all costs incurred or that will be incurred by Buyer in connection therewith. Nothing herein shall be deemed to obligate Buyer to complete any portion of the Seller Improvements or to cure any default by Seller. In the event Buyer exercises its right under this section to complete any portion of the Seller Improvements or cure any other default by Seller, Seller shall (i) cooperate with Buyer's efforts to complete such portion of the Seller Improvements or cure such default, and (ii) execute any and all documents, instruments and agreements that are reasonably requested by Buyer in connection therewith, including, but not limited to, applications for any governmental permits, licenses or approvals, notices to contractors, subcontractors, vendors or suppliers, and assignments of permits, licenses, approvals or contracts. Buyer may draw against the Seller Improvement Escrow to pay any cost incurred by Buyer to complete the Seller Improvements or cure any default by Seller under this Article X.

10.7. Review and Inspection. Buyer shall have the right to enter upon the Larger Tract, from time to time, to inspect the Seller Improvements. Buyer's review and approval of the Seller Improvement Plans, the SI Permits and the SI Construction Schedule, and Buyer's inspection of the Seller Improvements, shall in no way limit the obligations, duties and liabilities of Seller and shall not result in any liability or responsibility on the part of Buyer for their completeness, design sufficiency, adequacy or compliance with Applicable Laws or the terms of this Agreement.

ARTICLE XI. PRIVATE ROAD CREDIT

11.1. Estimated Cost of Private Road on Property. At least ten (10) days prior to Closing, Buyer shall furnish Seller with a written statement from the SI Contractor or another general contractor licensed in the State of Tennessee who has been approved by Seller, in writing, which approval shall not be unreasonably withheld, qualified or delayed, that sets forth the cost of constructing the portion of the Private Road located on the Property in accordance with Seller Improvement Plans (the "Property Private Road Estimate").

11.2. Credit for Property Private Road. At Closing, Buyer shall receive a credit (the "Private Road Contribution") against the Purchase Price (i.e., the Purchase Price shall be reduced by an amount) equal to the lesser of (i) the total Property Private Road Estimate, or (ii) Fifty Thousand and No/100 Dollars (\$50,000.00). Buyer, or its successor or assign, will be responsible for constructing the portion of the Private Road on the Property under the Declaration, at its expense, at part of the initial development of the Property. Buyer will have the right to make upgrades and modifications to the portion of the Private Road

on the Property that it deems necessary or desirable so long as the same comply with the Declaration; provided, the same shall not affect the Private Road Contribution. The Private Road Contribution shall be final and not subject to adjustment.

ARTICLE XII.
MISCELLANEOUS

12.1. 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, or nationally recognized overnight delivery service (such as 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 Rutherford Hospital c/o Saint Thomas Real Estate 300 20 th Ave. N., Suite G-6 Nashville, TN 37203 Attn: Real Estate Portfolio Manager
with copy to:	Saint Thomas Rutherford Hospital c/o Saint Thomas Health 102 Woodmont Boulevard, Suite 800 Nashville, TN 37205 Attn: Matt Jagger
With copy to:	Bradley Arant Boult Cummings LLP 1221 Broadway, Suite 2400 Nashville, TN 37203 Attn: David Rutter
If to Seller:	Lascassas Pike Properties, LLC Attn: Joey Peay 1272 Garrison Drive Murfreesboro, TN 37129
With copy to:	Jeff Reed 16 Public Square N. Murfreesboro, TN 37130

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

12.2. Survival / No Merger / Construction.

(a) 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).

(b) 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.

(c) 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, (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," (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, and (vii) TIME SHALL BE CONSIDERED OF THE ESSENCE. The titles, captions and section headings in this Agreement are for convenience only and shall not define, limit or expand the scope of any provision hereof.

(d) In the event any words or phrases in this Agreement are stricken out or otherwise eliminated, whether or not any other words or phrases are added in their place, this Agreement shall be construed as though such words or phrases were never included herein and no inference shall be drawn therefrom.

12.3. Brokers. Seller and Buyer each represents and warrants to the other that it has not dealt with any broker, brokerage firm, listing agent or finder (each, a "Broker") in connection with the transaction contemplated by this Agreement. 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 contemplated in this Agreement. 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 contemplated in this Agreement. The provisions of this section shall survive the termination of this Agreement.

12.4. Assignment & Successors. Buyer may assign this Agreement without obtaining Seller's consent; provided, no such assignment shall result in Buyer being released from its obligations and liabilities hereunder. The terms of this Agreement shall be binding on Buyer, Seller and their respective successors and assigns.

12.5. Entire Agreement. This Agreement contains the final, complete and entire agreement of Seller and Buyer with respect to the matters contained herein, and no prior agreement or understanding pertaining to such matters shall be effective for any purpose. This Agreement may only be amended by a written instrument signed by Buyer and Seller.

12.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Tennessee.

12.7. Counterparts. This Agreement may be executed in separate counterparts. It shall be fully executed when each party whose signature is required has signed at least one (1) counterpart even though no one (1) counterpart contains the signatures of all of the parties to this Agreement.

12.8. Non-waiver. No waiver of any provision of this Agreement shall be deemed to have been made unless it is expressed in writing and signed by the party charged with making the waiver. No delay or omission in the exercise of any right or remedy accruing upon a breach of this Agreement shall impair such right or remedy or be construed as a waiver of such breach. The waiver of any breach of this Agreement shall not be deemed to be a waiver of any other breach hereof.

12.9. Severability. This Agreement is intended to be performed in accordance with and only to the extent permitted by applicable law. If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

12.10. Schedules/Exhibits. Buyer and Seller acknowledge and agree that all schedules and exhibits referenced in this Agreement are attached hereto and incorporated herein by reference.

12.11. Attorneys' Fees. The prevailing party in any legal proceeding related to this Agreement shall be entitled to recover the reasonable court costs, litigation expenses and attorneys' fees that it incurs in connection with such legal proceeding from the non-prevailing party therein.

12.12. Business Days. If any date specified in this Agreement for the performance of an obligation, the delivery of an item, the giving of a notice or the expiration of a time period falls on a day other than a business day, then this Agreement shall be automatically revised so that such date falls on the next occurring business day.

12.13. Waiver of Jury Trial. SELLER AND BUYER HEREBY EXPRESSLY WAIVE THEIR RIGHT TO A TRIAL BY JURY OF ANY CLAIM (i) ARISING UNDER THIS AGREEMENT OR AN INSTRUMENT EXECUTED PURSUANT HERETO, OR (ii) CONNECTED WITH OR RELATED TO THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT, WHETHER NOW EXISTING OR HEREAFTER ARISING. SELLER OR BUYER MAY FILE AN ORIGINAL OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE FOREGOING WAIVER.

12.14. Further Assurances. Upon Buyer's request, Seller agrees to execute and deliver any other documents reasonably required to carry out the transaction contemplated by this Agreement or correct any scrivener's error.

12.15. Survival. This provisions of this Article XII shall survive the termination of this Agreement.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the dates set forth below.

SELLER:

LASCASSAS PIKE PROPERTIES, LLC

By: Joseph A. Peay

8DDCC93F43E1485...

Name: Joseph A. Peay

Title: Governor

Date: 9/26/2025

BUYER:

SAINT THOMAS RUTHERFORD HOSPITAL

By: Brandon Williams

Name: Brandon Williams

Title: CFO

Date: 9/26/2025 | 10:13 AM PDT

EXHIBIT A DESCRIPTION OF PROPERTY

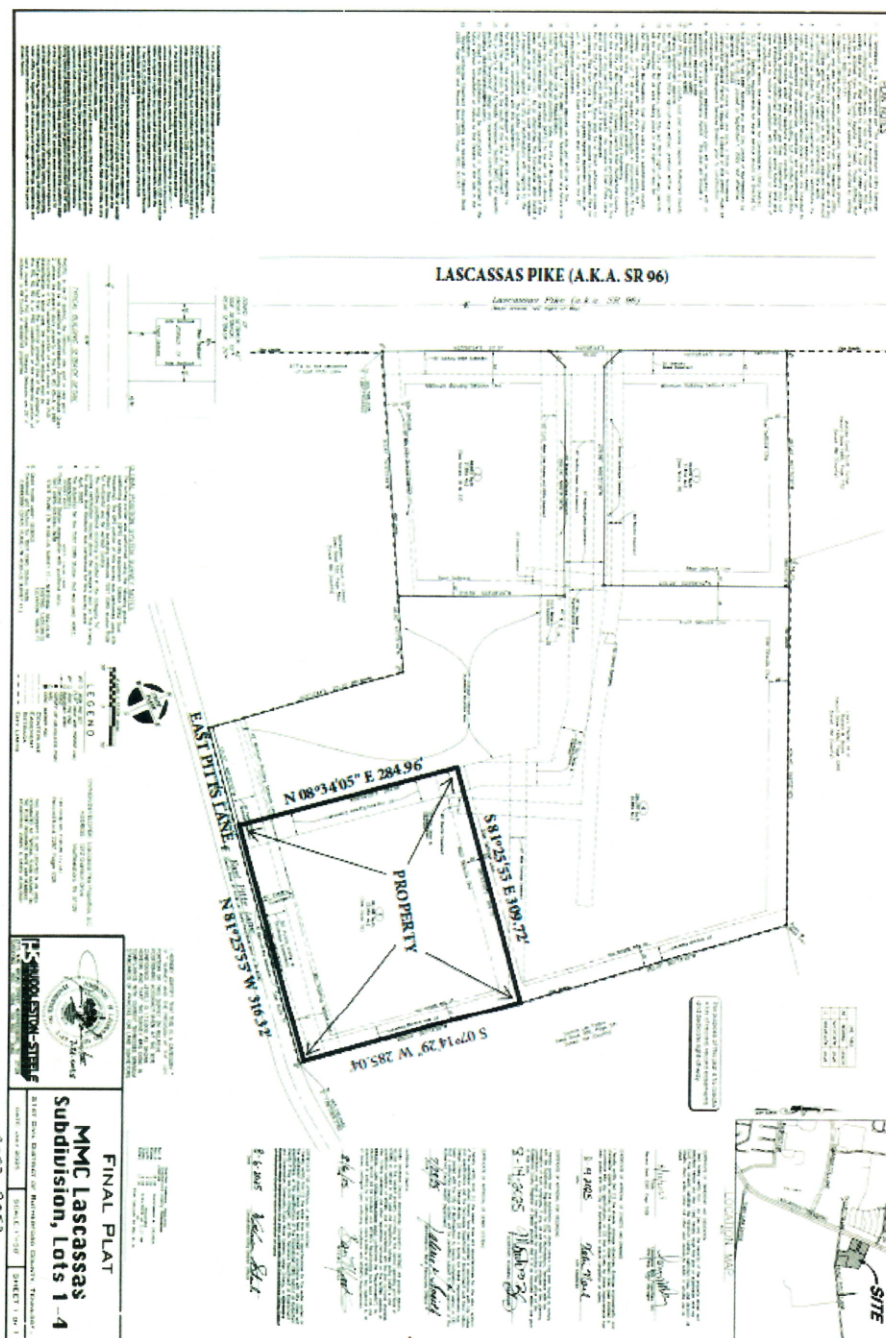


EXHIBIT B

SELLER IMPROVEMENT PLANS

Those certain plans titled "A New Facility For: Murfreesboro Medical Clinic 2668 Lascassas Pike Lascassas TN" prepared by DowSmith, identified as Project number 22017 Sheets T0.0 – T0.6, Sheets C0.0 – C5.0, Sheets L1.01 – L1.1, Sheets A1.0 – A9.1, Sheets S.01 – S5.3, Sheets M0.1 – M4.0, Sheets P1.0 – P3.6, Sheets E0.1 – E7.3, Sheets F0.1 – F2.2, and Sheets FP1.0 – FP1.1, issued For Permit on August 25, 2023, last revised on June 13, 2025 and more particularly described below. These being the same plans circulated by e-mail dated September 4, 2025 from Jeffrey Reed (jreed@mborolaw.com) to David Rutter (drutter@bradley.com) which plans can also be accessed using the following link: <https://www.dropbox.com/scl/fo/1zpp7zm6ofmo0y4z3v2sx/ANnbrSY1DBF9B1hChmuC9M?rlkey=9vz1uaxgu7oh0bxizf20mu4iv&st=mhwnydns&dl=0>.

Prepared by: DowSmith
205 Sam Hager Street
Smyrna, Tennessee 37167
(615)-355-1386

Sheet #	Description	Issue Date	Latest Revision
T0.0	Cover Sheet Project #: 22017	8-25-23	N/A
T0.1	Code Date, Energy Compliance, Wall Types Project #: 22017	8-25-23	N/A
T0.2	General Notes Project #: 22017	8-25-23	N/A
T0.3	Life Safety Plans Project #: 22017	8-25-23	9-25-24
T0.4	Accessibility Details Project #: 22017	8-25-23	N/A
T0.5	U.L. Details Project #: 22017	8-25-23	N/A
T0.6	U.L. Details Project #: 22017	8-25-23	N/A
C0.0	Master Plan Project #: 22017	8-25-23	N/A
C1.0	Existing Conditions & Demolition Plan Project #: 22017	8-25-23	N/A

C1.2	Construction Management Plan Project #: 22017	8-25-23	N/A
C2.0	Site Plan Project #: 22017	8-25-23	N/A
C2.0.1	Open Space Plan Project #: 22017	8-25-23	N/A
C2.0.2	Auto Turn Project #: 22017	8-25-23	N/A
C2.1	Roadway Restriping Plan Project #: 22017	8-25-23	N/A
C3.0	Utility Plan Project #: 22017	8-25-23	9-25-24
C3.1	Profiles Project #: 22017	8-25-23	9-25-24
C4.0	Grading & Drainage Plan Project #: 22017	8-25-23	N/A
C4.1	EPSC – Initial Measures Project #: 22017	8-25-23	N/A
C4.2	EPSC – Intermediate Measures Project #: 22017	8-25-23	N/A
C5.0	Details Project #: 22017	8-25-23	N/A
L1.0.1	Foundation Planting Project #: 22017	8-25-23	N/A
L1.0	Landscape Plan Project #: 22017	8-25-23	N/A
L1.1	Irrigation Coverage Project #: 22017	8-25-23	N/A
A1.0	Edge of Slab Project #: 22017	8-25-23	6-13-25
A1.1	First Floor Plan - Dimensioned Project #: 22017	8-25-23	6-13-25

A1.2	First Floor Plan – Annotated Project #: 22017	8-25-23	6-13-25
A1.3	First Floor - FFE Project #: 22017	8-25-23	6-13-25
A1.4	Second Floor Plan - Dimensioned Project #: 22017	8-25-23	6-13-25
A1.5	Second Floor Plan – Annotated Project #: 22017	8-25-23	6-13-25
A1.6	Second Floor - FFE Project #: 22017	8-25-23	6-13-25
A2.0	First Floor – Reflected Ceiling Plan Project #: 22017	8-25-23	6-13-25
A2.1	Second Floor – Reflected Ceiling Plan Project #: 22017	8-25-23	6-13-25
A3.0	Roof Plan Project #: 22017	8-25-23	N/A
A3.1	Roof Plans & Details Project #: 22017	8-25-23	3-28-25
A4.0	Perspectives Project #: 22017	8-25-23	N/A
A4.1	Elevations Project #: 22017	8-25-23	3-28-25
A4.2	Elevations Project #: 22017	8-25-23	6-13-25
A4.3	Enlarged Elevations Project #: 22017	8-25-23	3-28-25
A4.4	Enlarged Elevations Project #: 22017	8-25-23	6-13-25
A5.0	Building Sections Project #: 22017	8-25-23	N/A
A5.5	Wall Sections Project #: 22017	8-25-23	3-28-25

A5.6	Wall Sections Project #: 22017	8-25-23	N/A
A5.7	Wall Sections Project #: 22017	8-25-23	6-13-25
A6.0	Enlarged Plans & Elevations Project #: 22017	8-25-23	6-13-25
A6.1	Enlarged Plans & Elevations Project #: 22017	8-25-23	3-28-25
A6.2	Enlarged Plans & Elevations Project #: 22017	8-25-23	3-28-25
A6.3	Enlarged Plans & Elevations Project #: 22017	8-25-23	3-28-25
A6.4	Enlarged Plans & Elevations Project #: 22017	8-25-23	3-28-25
A6.5	Enlarged Plans Project #: 22017	8-25-23	6-13-25
A6.6	Enlarged Plans & Elevations Project #: 22017	8-25-23	3-28-25
A6.7	Enlarged Plans & Elevations Project #: 22017	8-25-23	3-28-25
A6.8	Enlarged Plans & Elevations Project #: 22017	8-25-23	3-28-25
A6.9	Enlarged Plans & Details Project #: 22017	8-25-23	3-28-25
A6.10	Interior Elevations Project #: 22017	8-25-23	3-28-25
A7.0	Interior Elevations - Lobby Project #: 22017	8-25-23	3-28-25
A7.1	Lobby Details Project #: 22017	8-25-23	N/A
A8.0	Stair Details Project #: 22017	8-25-23	9-25-24

A8.1	Stair Details Project #: 22017	8-25-23	3-28-25
A8.2	Elevator Details Project #: 22017	8-25-23	6-13-25
A8.3	Elevator Details Project #: 22017	8-25-23	6-13-25
A8.4	Window Types Project #: 22017	8-25-23	6-13-25
A9.0	Door Schedule Project #: 22017	8-25-23	6-13-25
A9.1	Head Jamb Sill Details Project #: 22017	8-25-23	N/A
S0.1	Structural General Notes Project #: 22017	8-25-23	N/A
S0.2	Schedule of Special Inspections Project #: 22017	8-25-23	N/A
S.03	Schedule of Special Inspections Project #: 22017	8-25-23	N/A
S0.4	Axonometric View Project #: 22017	8-25-23	3-28-25
S0.5	Axonometric View Project #: 22017	8-25-23	3-28-25
S1.1	Schedules & Details Project #: 22017	8-25-23	3-28-25
S1.2	Rigid Frame Elevations Project #: 22017	8-25-23	N/A
S1.3	Rigid Frame Elevations Project #: 22017	8-25-23	N/A
S2.1	Foundation Plan Project #: 22017	8-25-23	6-13-25
S2.2	2 nd Floor Framing Project #: 22017	8-25-23	6-13-25

S2.3	Roof Framing Project #: 22017	8-25-23	6-13-25
S2.4	Upper Roof Framing Plans Project #: 22017	8-25-23	3-28-25
S2.5	Enlarged Framing Plans Project #: 22017	8-25-23	3-28-25
S2.6	Enlarged Framing Plans Project #: 22017	8-25-23	3-28-25
S2.7	Enlarged Framing Plans Project #: 22017	8-25-23	3-28-25
S2.11	1 st Floor Light Gauge Framing Plan Project #: 22017	8-25-23	N/A
S2.12	2 nd Floor Light Gauge Framing Plan Project #: 22017	8-25-23	3-28-25
S2.13	Roof Light Gauge Framing Plan Project #: 22017	8-25-23	3-28-25
S3.1	Typical Foundation Details Project #: 22017	8-25-23	N/A
S3.2	Foundation Details Project #: 22017	8-25-23	3-28-25
S3.3	Foundation Details Project #: 22017	3-28-25	6-13-25
S4.1	Typical Framing Details Project #: 22017	8-25-23	3-28-25
S4.2	Typical Framing Details Project #: 22017	8-25-23	N/A
S4.3	Typical Framing Details Project #: 22017	8-25-23	N/A
S4.4	Framing Details Project #: 22017	8-25-23	3-28-25
S4.5	Framing Details Project #: 22017	8-25-23	3-28-25

S4.6	Framing Details Project #: 22017	8-25-23	3-28-25
S4.7	Framing Details Project #: 22017	8-25-23	3-28-25
S4.8	Light Gauge Framing Details Project #: 22017	8-25-23	N/A
S4.9	Light Gauge Framing Details Project #: 22017	8-25-23	3-28-25
S4.10	Precast Elevations Project #: 22017	8-25-23	3-28-25
S4.11	Precast Elevations Project #: 22017	8-25-23	3-28-25
S4.12	Elevator Details Project #: 22017	6-13-25	6-13-25
S4.13	Elevator Details Project #: 22017	6-13-25	6-13-25
S5.1	Wall Sections Project #: 22017	8-25-23	3-28-25
S5.2	Wall Sections Project #: 22017	8-25-23	3-28-25
S5.3	Wall Sections Project #: 22017	8-25-23	3-28-25
M0.1	HVAC Schedules Project #: 22017	8-25-23	N/A
M1.0	HVAC First Floor Plan Project #: 22017	8-25-23	6-13-25
M1.1	HVAC Second Floor Plan Project #: 22017	8-25-23	3-28-25
M1.2	HVAC Roof Plan Project #: 22017	8-25-23	N/A
M2.0	HVAC Details Project #: 22017	8-25-23	N/A

M2.1	HVAC Details Project #: 22017	8-25-23	9-25-24
M3.0	HVAC Specifications Project #: 22017	8-25-23	N/A
M4.0	HVAC Com-Check Project #: 22017	8-25-23	N/A
P1.0	Plumbing Schedules & Details Project #: 22017	8-25-23	3-28-25
P2.0	Specifications Project #: 22017	8-25-23	N/A
P3.0	Plumbing Waste/Vent/RWL First Floor Plan Project #: 22017	8-25-23	6-13-25
P3.1	Plumbing Waste/Vent/RWL Second Floor Plan Project #: 22017	8-25-23	6-13-25
P3.2	HVAC Condensate First Floor Plan Project #: 22017	8-25-23	6-13-25
P3.3	HVAC Condensate Second Floor Plan Project #: 22017	8-25-23	N/A
P3.4	Plumbing Roof Plan Project #: 22017	8-25-23	N/A
P3.5	Plumbing Water First Floor Plan Project #: 22017	8-25-23	6-13-25
P3.6	Plumbing Water Second Floor Plan Project #: 22017	8-25-23	3-28-25
E0.1	Electrical Sheet Index, Legend & Details Project #: 22017	8-25-23	3-28-25
E0.2	Electrical Specifications Project #: 22017	8-25-23	N/A
E.03	Firestop Details Project #: 22017	8-25-23	N/A
E0.4	Luminaire & Mech. Equip. Connections Schedule Project #: 22017	8-25-23	N/A

E1.1	Site Plan - Electrical Project #: 22017	8-25-23	3-28-25
E2.1	1 st Floor Plan – Lighting Project #: 22017	8-25-23	6-13-25
E2.2	2 nd Floor Plan – Lighting Project #: 22017	8-25-23	3-28-25
E2.3	Roof Plan – Lighting Project #: 22017	8-25-23	N/A
E3.1	1 st Floor Plan – Power Project #: 22017	8-25-23	6-13-25
E3.2	2 nd Floor Plan – Power Project #: 22017	8-25-23	3-28-25
E3.3	Roof Plan – Power Project #: 22017	8-25-23	N/A
E4.1	1 st Floor Plan – Systems Project #: 22017	8-25-23	6-13-25
E4.2	2 nd Floor Plan – Systems Project #: 22017	8-25-23	3-28-25
E5.1	1 st Floor Plan – Mech. Equip. Connections Project #: 22017	8-25-23	N/A
E5.2	2 nd Floor Plan – Mech. Equip. Connections Project #: 22017	8-25-23	N/A
E5.3	Roof Plan – Mech. Equip. Connections Project #: 22017	8-25-23	N/A
E6.1	1 st Floor Plan – Fire Alarm Project #: 22017	8-25-23	6-13-25
E6.2	2 nd Floor Plan – Fire Alarm Project #: 22017	8-25-23	3-28-25
E6.3	Roof Plan – Fire Alarm Project #: 22017	8-25-23	N/A
E7.1	Electrical Power Distribution Diagram Project #: 22017	8-25-23	N/A

E7.2	Panel Schedules Project #: 22017	8-25-23	6-13-25
E7.3	Panel Schedules Project #: 22017	8-25-23	3-28-25
F0.1	General Finishes & Notes Project #: 22017	8-25-23	3-28-25
F0.2	General Finishes & Notes Project #: 22017	8-25-23	3-28-25
F1.1	Level 1 – Finish Plan Project #: 22017	8-25-23	3-28-25
F1.2	Level 1 – Floor Plan Pattern Project #: 22017	8-25-23	3-28-25
F2.1	Level 2 – Finish Plans Project #: 22017	8-25-23	3-28-25
F2.2	Level 2 – Floor Pattern Plan Project #: 22017	8-25-23	3-28-25
FP-1.0	Main Level A/S FP Plan Project #: 22017	8-25-23	N/A
FP-1.1	Second Level A/S FP Plan Project #: 22017	8-25-23	N/A

EXHIBIT C

SITE PLAN

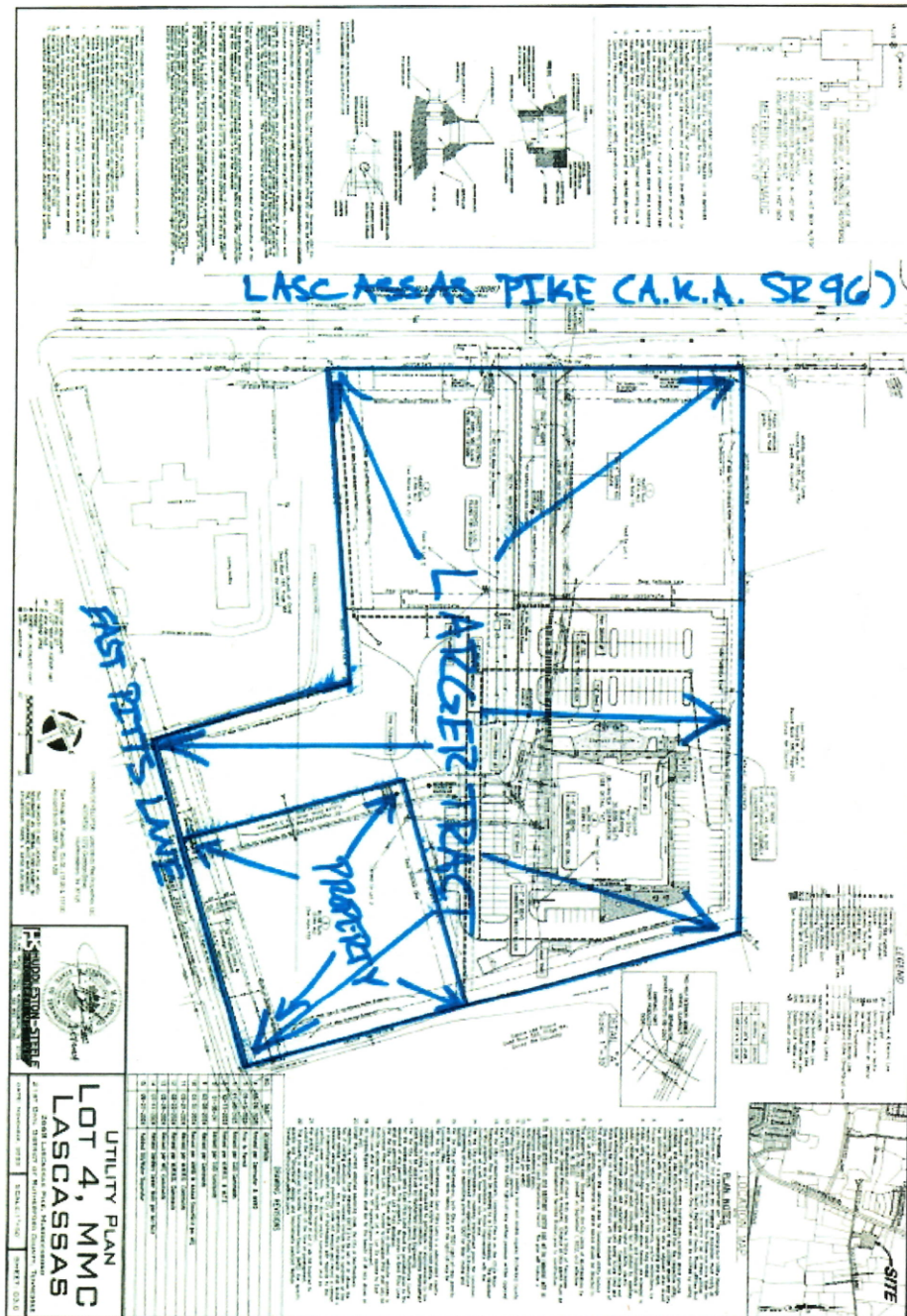


EXHIBIT C CONT'D

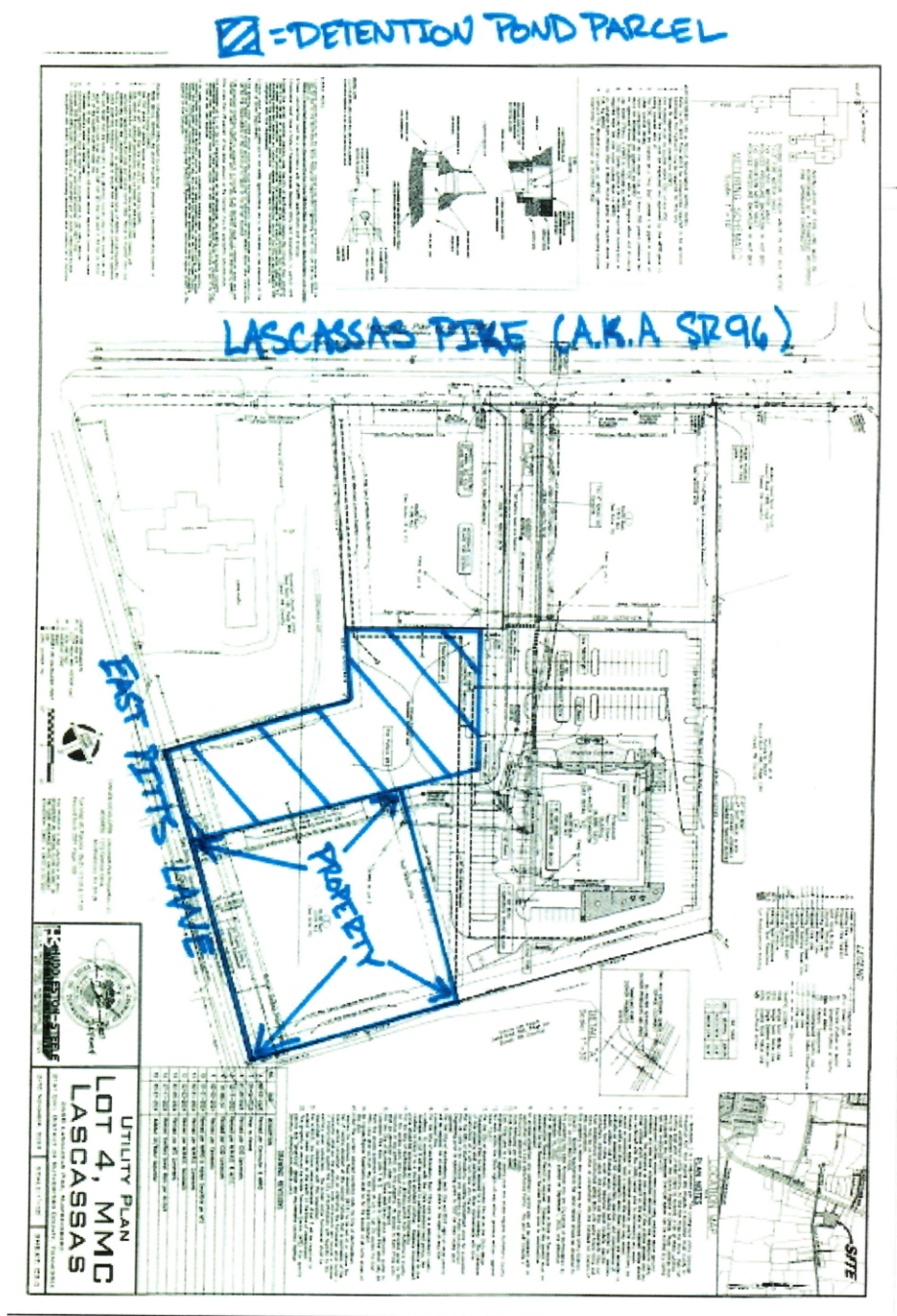


EXHIBIT C CONT'D

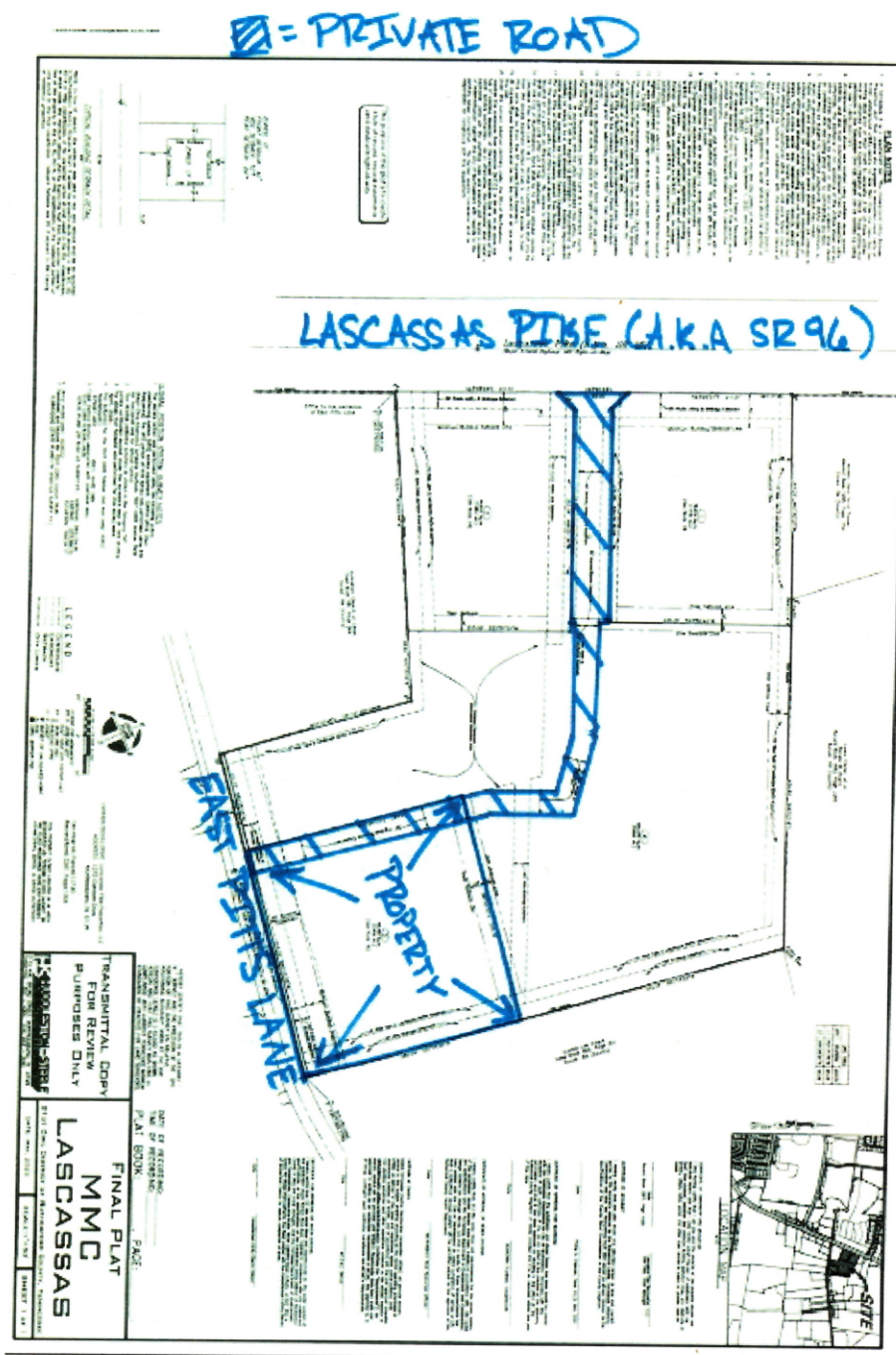


EXHIBIT C CONT'D

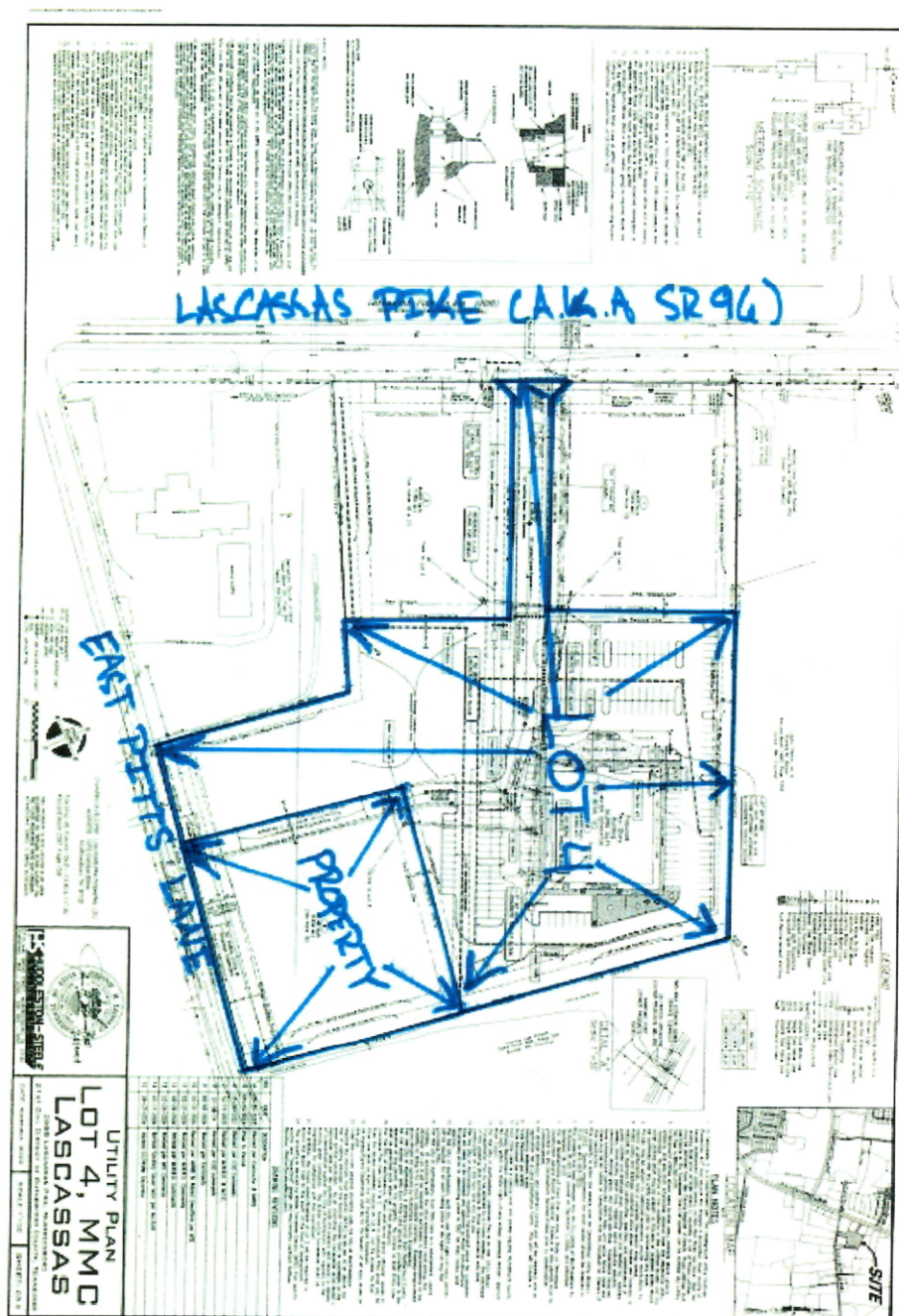


EXHIBIT D

SUBMISSION ITEMS

The following items to the extent in the possession or control of Seller:

1. All surveys, maps and plats of the Property or any portion thereof, including, without limitation, subdivision plats;
2. All title insurance commitments, title opinions, title insurance policies, and instruments encumbering title to the Property or any portion thereof;
3. All information and materials related to the physical condition of any portion of the Property or the development of any portion of the Property, including, without limitation, physical condition assessments;
4. All bills for property taxes and governmental assessments related to the Property or any portion thereof for the current year and the three (3) prior calendar years;
5. All engineering plans, site plans, grading plans, drainage analyses, drainage plans, road plans, proposed easements and other information and materials related to the development of any proposed improvements on the Property or any portion thereof;
6. All information and materials related to the environmental condition of any portion of the Property, and all information and materials related to presence or absence of any Hazardous Substances on, under or about any portion of the Property, including, without limitation, Phase I environmental site assessments, Phase II environmental site assessments, asbestos surveys, test results, and information and materials pertaining to storage tanks used to hold any Hazardous Substances (above ground or below ground);
7. All wetlands assessments, wetlands surveys, and other information and materials pertaining to the presence or absence of wetlands on the Property or any portion thereof, including, without limitation, any wetlands previously located on the Property that have been removed or mitigated;
8. All permits, approvals, authorizations, documents and information related to any wetlands previously located on the Property that have been removed or mitigated;
9. All protected habitat assessments, protected species assessments, and other information and materials pertaining to the presence or absence of any protected species or protected habitat on or about the Property or any portion thereof;
10. All geotechnical assessments, soils test, and other information and materials pertaining to the soil or subsurface conditions at the Property or any portion thereof;
11. All traffic studies, traffic analysis, and information and materials related to access to the Property or any portion thereof;

12. All information and materials related to any offsite improvements that are or may be required in connection with the use or development of the Property or any portion thereof;

13. All information and materials related to utility connection costs, impact fees, Fair Share credits, mobility fees, mitigation costs, permit fees, charges, exactions, and other governmental assessments that are or may be due in connection with the use or development of the Property or any portion thereof;

14. All agreements, information and materials related to any utility service, utility availability, utility capacity, utility extension costs, and utility connection costs pertaining to the Property or any portion thereof;

15. All information and materials related to the location of any utilities on or adjacent to the Property;

16. All memoranda, analysis and attorney opinions related to the zoning, land use or development rights pertaining to the Property or any portion thereof;

17. All memoranda, analysis and attorney opinions related to title to any portion of the Property or any matter encumbering the same;

18. All permits, licenses and approvals related to any portion of the Property or the proposed use or development thereof;

19. All site investigation reports and other information and materials related to permits, licenses and other governmental approvals required for the development of the Property or any portion thereof;

20. All development agreements, annexation agreements, entitlement documents, and governmental approvals related to the Property or any portion thereof, including, but not limited to, ordinances, resolutions or other enactments related to the development of the Property or approving a zoning change; and

21. All correspondence pertaining to any of the foregoing matters.

EXHIBIT E

FORM OF SI ESCROW AGREEMENT

THIS POST CLOSING ESCROW AGREEMENT (the "Agreement") is made and entered into as of _____, 20__ (the "Effective Date"), by and between SAINT THOMAS RUTHERFORD HOSPITAL dba ASCENSION SAINT THOMAS RUTHERFORD HOSPITAL ("Buyer"), LASCASSAS PIKE PROPERTIES, LLC ("Seller"), and FIDELITY NATIONAL TITLE INSURANCE COMPANY ("Escrow Agent").

RECITALS:

WHEREAS, Seller and Buyer are parties to that certain Purchase and Sale Agreement, having an "Effective Date" of _____, 2025, as amended (collectively, the "Sale Agreement"), pursuant to which Seller agreed to sell the real property described on Exhibit A (the "Property") to Buyer; and

WHEREAS, simultaneously with the execution and delivery of this Agreement, Seller has conveyed the Property to Buyer in accordance with the terms of the Sale Agreement; and

WHEREAS, Seller is obligated to complete the Unfinished Seller Improvements, including, without limitation the Lascassas Road Improvements and the Infrastructure Improvements (all as defined in the Sale Agreement), under the terms of the Sale Agreement; and

WHEREAS, Seller agreed to place the sum of _____ and ____/100 Dollars (\$_____) in escrow with Escrow Agent to ensure the completion of the Unfinished Seller Improvements, including, without limitation, the Lascassas Road Improvements and the Infrastructure Improvements (all as defined in the Sale Agreement), in compliance with the terms of the Sale Agreement; and

WHEREAS, Seller and Buyer agreed to enter into this Agreement governing such escrow, at the closing and consummation of the transaction contemplated by the Sale Agreement (the "Closing").

NOW THEREFORE, for the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller, Buyer and Escrow Agent agree as follows:

1. Defined Terms. For purposes of this Agreement, including, but not limited to, the foregoing recitals, all capitalized terms defined in the Sale Agreement and not in this Agreement shall have the meaning ascribed to them in the Sale Agreement.

2. Escrow.

(a) Simultaneous with the execution of this Agreement, Seller has deposited the sum of _____ and ____/100 Dollars (\$_____) with Escrow Agent (such amount, together with all interest earned thereon, if any, is referred to as the "Escrow Funds"). Escrow Agent acknowledges receipt of the Escrow Funds and agrees to immediately place the Escrow Funds in a federally insured account at _____; provided, if Seller and Buyer jointly instruct Escrow Agent, in writing, to place the Escrow Funds in a different account or investment, Escrow Agent shall carry out such instructions,

as quickly as reasonably possible. Seller and Buyer shall each pay one-half (1/2) of the reasonable and necessary costs incurred by Escrow Agent to move the Escrow Funds to a different account or investment in accordance with any written instructions jointly issued by Seller and Buyer. All interest earned on the Escrow Funds shall be reported under Seller's tax identification number.

(b) Escrow Agent agrees to hold the Escrow Funds in escrow and disburse the same in accordance with the terms of this Agreement, unless Seller and Buyer jointly instruct Escrow Agent otherwise, in writing. If Escrow Agent is uncertain as to its responsibilities under this Agreement with respect to the Escrow Funds, then Escrow Agent may send written notice to Buyer and Seller specifying, in reasonable detail, the nature of such uncertainty. In the event Buyer and Seller are unable to resolve such uncertainty to Escrow Agent's reasonable satisfaction within thirty (30) days after the delivery of the aforementioned notice, then Escrow Agent may deposit the Escrow Funds into the registry or custody of a court of competent jurisdiction where the same shall be held until Buyer and Seller agree (in writing) upon how the same should be disbursed or until a final and unappealable court order is issued directing the disbursement thereof. Buyer and Seller shall each reimburse Escrow Agent for one-half (1/2) of the reasonable attorneys' fees that Escrow Agent incurs in connection with any such deposit of the Escrow Funds into the registry or custody of a court; provided, such fees shall not exceed Five Thousand and No/100 Dollars (\$5,000.00), in the aggregate.

(c) Unless due to Escrow Agent's (or any of its agents', employees', contractors' or representatives') negligence, willful misconduct, fraud, bad faith or breach of this Agreement, Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Funds resulting from the investment of the same, including, but not limited to, any bank failure.

3. Disbursement.

(a) Subject to and in accordance with the other terms of this Agreement, Seller shall have the right to draw on the Escrow Funds to pay the actual amounts owed by Seller to third parties for work, services, labor and materials directly arising from the completion of the Unfinished Seller Improvements (collectively, the "Unfinished SI Costs"). If Seller desires to draw on the Escrow Funds to pay any Unfinished SI Costs, Seller shall furnish Escrow Agent and Buyer with: (i) a written draw request (a "Draw Request") setting forth (in reasonable detail) such Unfinished SI Costs; (ii) invoices for the Unfinished SI Costs set forth in such Draw Request; (iii) partial lien releases, in a form reasonably acceptable to Escrow Agent, from each and every person or entity who has provided work, services, labor or material in connection with the completion of the Unfinished Seller Improvements, including, without limitation, Dow Smith Contracting Co. Inc. (the "Approved Contractor"); and (iv) a written statement signed by each of the Approved Contractor and Seller, in a form reasonably acceptable to Buyer, certifying that all work, labor, services and materials whose cost is included in the Unfinished SI Costs set forth in such Draw Request has been properly completed in accordance with the requirements of the Sale Agreement.

(b) Within sixty (60) days after the date the Unfinished Seller Improvements are finally completed, and the Lascassas Road Improvements and the Infrastructure Improvements are publicly dedicated to and accepted by the City of Murfreesboro, Tennessee (the "City"), Seller shall submit a final Draw Request (the "Final Draw Request") to Escrow Agent and Buyer that contains: (i) a written statement setting forth (in detail) all unpaid Unfinished SI Costs; (ii) invoices for the Unfinished SI Costs set forth in the Final Draw Request; (iii) full and final lien waivers, in a form reasonably approved (in writing) by the Escrow Agent, from every person or entity that provided work, services, materials or labor in connection

with the completion of the Unfinished Seller Improvements; (iv) a written statement signed by each of the Approved Contractor and Seller, in a form reasonably acceptable to Buyer, certifying that the Unfinished Seller Improvements have been finally and properly completed in accordance with the terms of the Sale Agreement; and (v) a signed certification from the licensed engineer and Approved Contractor for the Unfinished Seller Improvements that the Lascassas Road Improvements and Infrastructure Improvements have been properly dedicated to the City subject to any warranties and bond requirements. Upon Seller's satisfaction of all of its obligations under the Sale Agreement related to the Unfinished Seller Improvements (including, without limitation, Section 10 thereof) and Seller's submittal to Escrow Agent and Buyer of a Final Draw Request that complies with the requirements of this Section 3(b), any remaining Escrow Funds shall be released to Seller, subject to other terms hereof, including, without limitation Section 3(c) and Section 3(e); provided, Escrow Agent shall not pay Seller any amounts that are unavailable for payment or disbursement under the other terms of this Agreement or due Buyer hereunder.

(c) Within three (3) business days after its receipt of any Draw Request, Buyer shall send Seller and Escrow Agent a written notice (a "Draw Response") either approving such Draw Request or setting forth (in reasonable detail) Buyer's objections to the Unfinished SI Costs set forth in such Draw Request. If Buyer objects to any Unfinished SI Costs set forth in a Draw Request, Buyer's Draw Response shall identify the specific Unfinished SI Costs that Buyer believes are incorrect or improper and the basis for such belief. If Buyer sends a Draw Response to Seller and Escrow Agent objecting to any Unfinished SI Costs, then Escrow Agent shall not pay Seller such Unfinished SI Costs from the Escrow Funds, unless and until: (i) Escrow Agent receives a written instruction to pay such Unfinished SI Costs that is signed by both Seller and Buyer; or (ii) Escrow Agent receives a final and unappealable court order directing Escrow Agent to pay such Unfinished SI Costs. If Buyer fails to send a Draw Response to Seller and Escrow Agent within three (3) business days after Buyer's receipt of any Draw Request, Buyer shall be deemed to have approved the Unfinished SI Costs set forth in such Draw Request. Buyer's approval or deemed approval of any Draw Request (and any Unfinished SI Costs set forth therein) is solely for administrative purposes and shall not be deemed to (i) waive or limit Buyer's right to enforce terms of the Sale Agreement or this Agreement, (ii) waive or limit any rights or remedies available to Buyer on account of Seller's breach of the Sale Agreement or this Agreement, (iii) constitute an approval of any matter related to the design and/or completion of the Unfinished Seller Improvements, or (iv) prevent Buyer from thereafter challenging the validity of any Unfinished SI Costs.

(d) Subject to Section 3(c) and Section 3(e), no later than five (5) business days following its receipt of a Draw Response from Buyer approving any Unfinished SI Costs or Buyer's deemed approval of any Unfinished SI Costs under Section 3(c), Escrow Agent shall pay Seller the lesser of: (i) the amount of such approved Unfinished SI Costs; or (ii) an amount equal to (A) the Escrow Funds then being held by Escrow Agent, less (B) one hundred ten percent (110%) of the unpaid amounts that Seller will be required to pay to complete the Unfinished Seller Improvements.

(e) No creditor of Seller will have any rights in or to the Escrow Funds so long as they remain subject to the terms of this Agreement.

(f) If Seller is in default under any of the provisions of the Sale Agreement (including, without limitation, Section 10 thereof) or this Agreement (each, a "Seller Default"), Buyer may send a written notice (a "Default Notice") of such default to Escrow Agent and Seller. Following its receipt of a Default Notice, Escrow Agent shall not disburse any remaining portion of the Escrow Funds to Seller, unless and until: (i) Escrow Agent receives a written retraction of such Default Notice from Buyer; (ii) Escrow Agent receives a written instruction to disburse all or a portion of the remaining Escrow Funds that

are signed by both Seller and Buyer; or (iii) Escrow Agent receives a final and unappealable court order directing Escrow Agent to disburse all or a portion of the remaining Escrow Funds to Seller. Buyer agrees to send a written notice retracting any Default Notice to Escrow Agent within five (5) business days after Seller cures the Seller Default(s) giving rise to such Default Notice, unless Buyer has elected to exercise its right to complete the Unfinished Seller Improvements on behalf of Seller. If Buyer sends a Default Notice to Seller and Escrow Agent and Buyer thereafter exercises its right to complete the Unfinished Seller Improvements on behalf of Seller, then: (i) Buyer may, in addition to its other rights and remedies, draw on the Escrow Funds to pay all costs that Buyer incurs to complete the Unfinished Seller Improvements, including, without limitation, causing the Lascassas Road Improvements and Infrastructure Improvements to be dedicated to, and accepted by, the City, and (ii) Escrow Agent shall pay Buyer the amount of any such costs from the Escrow Funds within five (5) business days after Buyer notifies Escrow Agent of the same, in writing; provided once Buyer has completed the Unfinished Seller Improvements, satisfied any of Seller's other obligations under the Sale Agreement related to the Unfinished Seller Improvements that Buyer elects to perform, and received payment from the Escrow Funds for all costs incurred by Buyer in connection therewith, Buyer shall instruct Escrow Agent to release any remaining portion of the Escrow Funds to Seller.

(g) Seller shall be solely responsible for paying any Unfinished SI Costs in excess of the Escrow Funds.

4. Escrow Fees. To compensate the Escrow Agent for holding the Escrow Funds and performing its other obligations under this Agreement, Seller agrees to pay Escrow Agent a fee of _____ and No/100 Dollars (\$_____), simultaneously with the execution and delivery of this Agreement. Except as otherwise expressly provided in Section 2(a) and Section 2(b), Escrow Agent agrees that the fee payable under this section will be the only amount that Escrow Agent charges Buyer or Seller to hold and disburse the Escrow Funds and perform its other obligations under this Agreement.

5. Notices. All notices, consents and other communications (collectively, "Notices") required under or related to this Agreement shall be properly made only if in writing and sent by hand delivery, or nationally recognized overnight delivery service to the address of Seller, Buyer or Escrow Agent, as applicable, set forth below, as the same is modified in accordance herewith.

If to Seller:

with copy to:

If to Buyer:

with copy to:

If to Escrow Agent: Fidelity National Title Insurance Company
6840 Carothers Parkway, Suite 200
Franklin, Tennessee 37067
Attention: _____

Any 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 the Notice is delivered; and (ii) if sent by overnight delivery service, on the date immediately following the day the Notice is deposited with the applicable courier.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

7. Attorneys' Fees. If any arbitration proceeding or legal proceedings related to this Agreement is commenced to enforce the terms of this Agreement or to interpret the provisions contained herein, the prevailing party in the proceeding shall be entitled to recover the reasonable attorneys' fees, litigation expenses and court costs it incurred in connection with such proceeding from the non-prevailing party in such proceeding.

8. Construction. The captions and headings of the section contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections. Seller, Buyer and Escrow Agent have 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 against the draftsman. If any party to this Agreement is made up of more than one person, (i) the defined term (e.g. Seller or Buyer) for such party shall mean and refer to each person comprising the party, individually, and to all persons comprising the party, collectively, and (ii) all persons comprising the party shall be jointly and severally liable hereunder. Seller, Buyer and Escrow Agent acknowledge that all exhibits referenced in this Agreement are attached hereto and incorporated herein by reference. No inference shall be drawn from the addition, deletion or modification of any language contained in this Agreement or any prior draft hereof.

9. Entire Agreement. This Agreement (i) constitutes the entire agreement and understanding of Buyer, Seller and Escrow Agent with respect to the subject matter hereof, and (ii) may be amended only by a written instrument executed by Buyer and Seller; provided, however, Buyer and Seller shall not modify any of Escrow Agent's obligations or liabilities under this Agreement without the written consent of Escrow Agent.

10. Severability. In the event any provision of this Agreement shall be prohibited by or invalidated under applicable laws, the remaining provisions of this Agreement shall remain fully effective.

11. No Waiver. 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 with making such waiver. 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.

12. Successor and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided no assignment of this Agreement shall relieve a party of its obligations and liabilities hereunder.

13. No Assignment. No party to this Agreement may assign its rights or delegate its duties hereunder without the prior written consent of the other parties to this Agreement.

14. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. Handwritten signatures to this Agreement transmitted by facsimile, email or other similar 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.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Seller, Buyer and Escrow Agent have executed this Agreement as of the Effective Date.

SELLER:

LASCASSAS PIKE PROPERTIES, LLC

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

BUYER:

SAINT THOMAS RUTHERFORD HOSPITAL

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

ESCROW AGENT:

FIDELITY NATIONAL TITLE INSURANCE
COMPANY

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

EXHIBIT A

DESCRIPTION OF PROPERTY

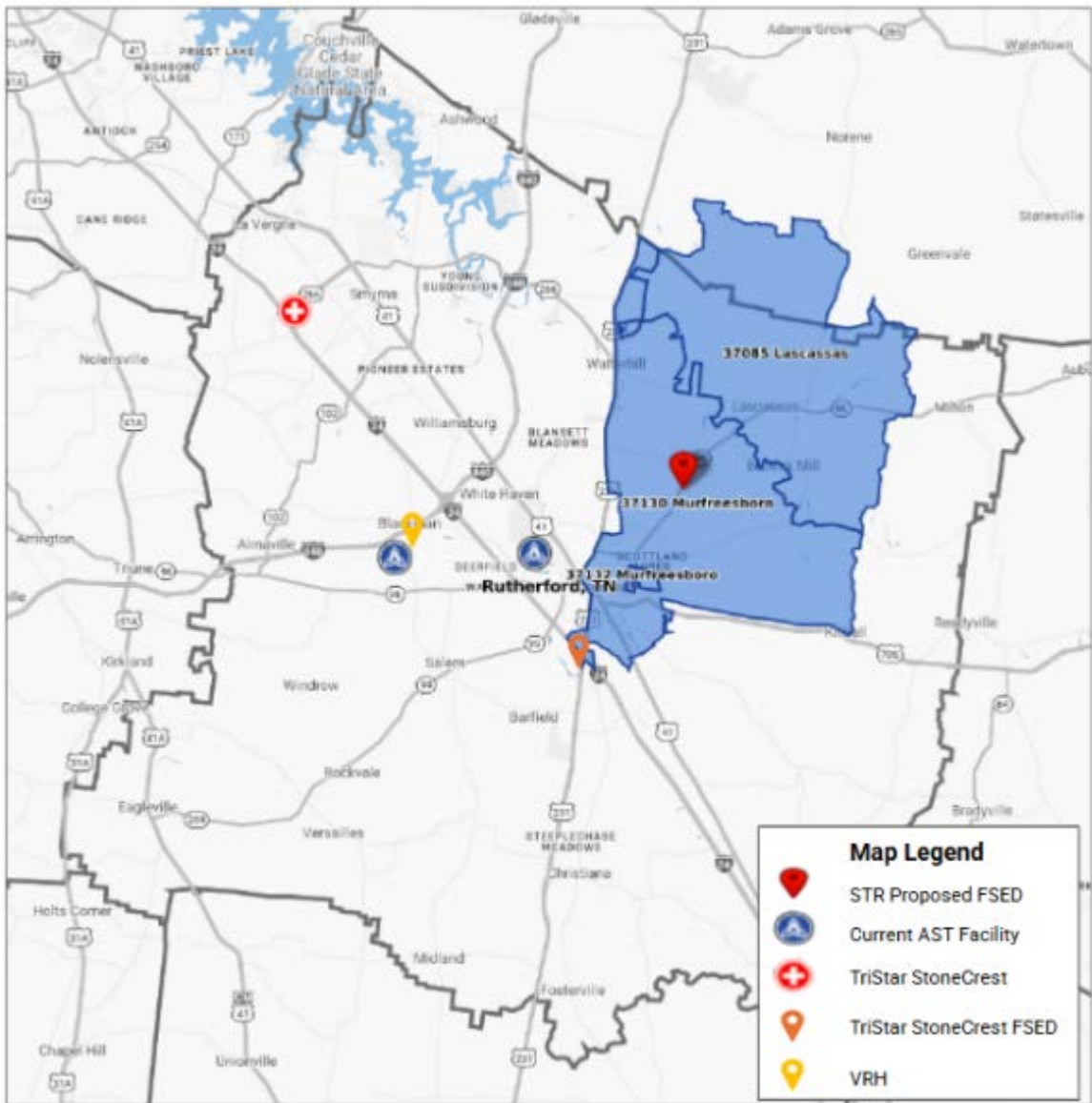




SITE DATA:	
BUILDING SQUARE FEET	11,250
PARKING STALLS	62
PARKING RATIO REQUIRED	5/1000
PARKING RATIO PROVIDED	5.3/1000

TENNESSEE COUNTY MAP





Demographic Characteristics for the ZIP Code Service Area, Rutherford County and TN in 2025					
Demographic Category	ZIP Code 37085	ZIP Code 37130	ZIP Code 37132	Rutherford County	TN
2025 Population (All Ages)	5,921	63,219	2,274	378,969	7,253,284
Persons under 5 years, percent	5.9%	5.8%	0.1%	6.0%	5.7%
Persons under 18 years, percent	23.8%	21.7%	2.2%	23.2%	17.5%
Persons 65 years and older, percent	15.1%	12.9%	0.1%	12.6%	18.6%
Female persons, percent	49.8%	50.7%	54.5%	50.7%	50.9%
White alone, percent	87.8%	57.1%	60.8%	62.2%	71.1%
Black or African American alone, percent	3.4%	23.5%	29.2%	16.7%	15.1%
American Indian and Alaska Native alone, percent	0.4%	0.8%	0.2%	0.6%	0.4%
Asian alone, percent	0.8%	2.7%	1.4%	4.0%	2.1%
Native Hawaiian and Other Pacific Islander alone, percent	0.1%	0.0%	0.1%	0.1%	0.1%
Two or More Races, percent	5.7%	9.0%	7.2%	9.3%	7.0%
Hispanic or Latino, percent	5.2%	13.0%	4.7%	14.2%	8.3%
Housing units	2,113	26,826	31	145,077	3,192,008

Demographic Characteristics for the ZIP Code Service Area, Rutherford County and TN in 2029					
Demographic Category	ZIP Code 37085	ZIP Code 37130	ZIP Code 37132	Rutherford County	TN
2029 Population (All Ages)	6,323	67,127	2,197	403,711	7,405,821
Persons under 5 years, percent	5.9%	5.7%	0.1%	5.9%	5.5%
Persons under 18 years, percent	18.7%	16.8%	0.4%	18.2%	16.7%
Persons 65 years and older, percent	17.4%	14.6%	0.2%	14.7%	21.0%
Female persons, percent	50.6%	51.2%	54.1%	51.3%	51.3%
White alone, percent	86.5%	52.4%	58.8%	57.9%	69.8%
Black or African American alone, percent	3.5%	36.0%	30.1%	18.6%	15.4%
American Indian and Alaska Native alone, percent	0.4%	0.9%	0.2%	0.4%	0.5%
Asian alone, percent	0.9%	2.8%	1.2%	4.2%	2.2%
Native Hawaiian and Other Pacific Islander alone, percent	0.1%	0.1%	0.1%	0.1%	0.1%
Two or More Races, percent	6.5%	10.2%	8.1%	10.6%	7.6%
Hispanic or Latino, percent	6.3%	14.8%	5.4%	16.1%	9.2%
Housing units	2,259	28,564	35	154,558	3,265,109



The City of Murfreesboro

Office of the Mayor

111 West Vine Street
Post Office Box 1139
Murfreesboro, TN 37133-1139

Office: (615) 849-2629
Fax (615) 849-2679

Email: smcfarland@murfreesborotn.gov

MAYOR SHANE MCFARLAND

CITY COUNCIL MEMBERS:

**BILL SHACKLETT,
VICE-MAYOR**

JAMI AVERWATER

MADelyn SCALES HARRIS

AUSTIN MAXWELL

KIRT WADE

SHAWN WRIGHT

June 2, 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 Rutherford Free Standing Emergency Room

Dear Mr. Grant,

As the Mayor of the City of Murfreesboro, I write today to offer my full and enthusiastic support for Ascension Saint Thomas' proposal to build a new freestanding emergency department (FSED) in the eastern side of the city. This project, in collaboration with Murfreesboro Medical Clinic (MMC), represents a vital investment in the health and well-being of one of our county's fastest-growing regions.

The proposed facility—an 11,345-square-foot, state-of-the-art emergency department located near the intersection of Lascassas Pike and East Pitts Lane—will provide around-the-clock emergency services led by board-certified emergency physicians and highly experienced clinical teams. With a \$19 million investment, this initiative will significantly expand access to advanced emergency care for residents of eastern Murfreesboro and Rutherford County.

As our community continues to grow, so too must our healthcare infrastructure. The FSED will directly complement the outpatient services offered at MMC's new facility on the same site, creating a comprehensive care environment similar to the successful Westlawn model in west Murfreesboro. That model has proven the value of integrating outpatient and emergency services to provide seamless, patient-centered care.

This new development exemplifies the best of what healthcare collaboration can offer: coordination between two of our county's most trusted healthcare providers—Ascension Saint Thomas and MMC—focused squarely on meeting the needs of our residents. Their shared commitment to delivering high-quality, accessible healthcare close to home is a vision I wholeheartedly support.

Thank you for your time and consideration. I'm excited to see this important project move forward.

Sincerely,

Shane McFarland
Mayor

JOE CARR
COUNTY MAYOR



RUTHERFORD COUNTY
TENNESSEE

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

RE: Ascension Saint Thomas Rutherford Free Standing Emergency Room

Dear Mr. Grant,

As Mayor and lifelong resident of Rutherford County, I want to express my strong support for the proposed freestanding emergency department (FSED) being developed by Ascension Saint Thomas in collaboration with Murfreesboro Medical Clinic (MMC), located near the intersection of Lascassas Pike and East Pitts Lane.

This project is an important step forward in meeting the needs of our rapidly growing community. What makes it especially significant is not just the expansion of emergency care access, but the thoughtful integration of this facility into a trusted and comprehensive network of healthcare services. With connections to primary care, outpatient services, and hospital-based specialty care, this emergency department will offer a seamless continuum of care that benefits our residents at every stage of their health journey.

In moments of medical crisis, continuity and coordination of care are essential. Knowing that patients will be seen by board-certified emergency physicians who have access to their health history and can coordinate with their regular providers brings an added level of reassurance. It's this level of integration—combined with proven community collaborations—that will set this facility apart.

The collaboration between Ascension Saint Thomas and MMC has already shown its benefits to our citizens through the Westlawn campus and model in west Murfreesboro. Replicating that successful, patient-centered approach in eastern Rutherford County reflects both foresight and a deep commitment to local health outcomes.

I commend both organizations for their investment in our community and fully support this project by Ascension Saint Thomas Rutherford. It represents a critical advancement in how we deliver healthcare—closer to home, with greater coordination, and with the quality our residents deserve. I look forward to seeing this project come to life and the impact it will have for years to come.

Sincerely,

Joe S. Carr
Rutherford County Mayor
One Public Square, Suite 101
Murfreesboro, TN 37130
615-898-7745

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

RE: Ascension Saint Thomas Rutherford Free Standing Emergency Room

Dear Mr. Grant,

As a physician practicing in Rutherford County, I am writing to express my strong support for the development of a new freestanding emergency department (FSED) by Ascension Saint Thomas on Lascassas Pike.

This project represents a meaningful investment in the health of our growing community. Beyond the clear value of increasing access to emergency services, what sets this facility apart is its integration into Ascension Saint Thomas' existing network of care. That integration is essential to delivering high-quality, patient-centered healthcare.

Importantly, this new FSED will not operate in isolation. It will be part of a comprehensive, well-coordinated system that connects emergency care with inpatient services, outpatient clinics, specialty providers, and follow-up care. As a physician, I see every day how vital that continuity is. Patients benefit most when their care is timely, connected, and informed by shared records and communication between providers.

Ascension Saint Thomas has served Rutherford County for nearly a century and continues to demonstrate a deep commitment to thoughtful, long-term healthcare solutions. Their presence in our community is defined not just by access, but by excellence in care across specialties—from cardiac and stroke services to women's health and orthopedics.

The new Lascassas Pike FSED will extend that legacy into one of the fastest-growing areas of our county. It will allow patients to receive the emergency care they need, with the confidence that their care will continue seamlessly through a trusted and coordinated health system.

I fully support this development and look forward to the positive impact it will have on the health and wellbeing of our community.

Sincerely,

Tracy Merrell, DPM

Merrell Podiatry

A handwritten signature in black ink, appearing to read 'Tracy Merrell', is written over the printed name and title.



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 Rutherford Free Standing Emergency Room

Dear Mr. Grant,

Murfreesboro Medical Clinic (MMC) is a physician-owned multispecialty medical group with more than 100 physicians and 80 advanced practice providers in 21 different specialties serving the people of Rutherford County and the southeastern quadrant of Middle Tennessee. The physicians of MMC have provided care to this community for more than 75 years from its eight locations. As its Chief Executive Officer for the last 22 years as well as a life-long resident of Rutherford County, I am writing to offer full support for Ascension Saint Thomas Rutherford Hospital's (STRH) proposed free standing emergency department (FSED) planned for the east side of Murfreesboro. This initiative represents a much-needed expansion of emergency care access in eastern Rutherford County, a rapidly growing area in our community.

Rutherford County continues to be one of the fastest growing counties not just in Tennessee but in the country. As the county and the City of Murfreesboro have grown, traffic congestion creates significant challenges in being able to easily get across the city to access emergency services. When seconds count, being stuck in traffic trying to get to the ER is not a great situation.

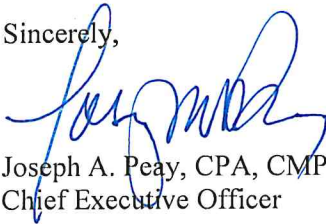
This FSED will directly complement the outpatient services offered at MMC's new facility on the same site, creating a comprehensive care environment like the successful Westlawn model in west Murfreesboro. Westlawn includes a MMC medical office building adjacent to the STRH Westlawn neighborhood hospital, which also includes an emergency department. That model has proven the value of integrating outpatient and emergency services to provide seamless, patient-centered care and will now be replicated on the eastern side of our county.

Additionally, the location of the FSED on a two-acre portion of our Lascassas Pike property highlights the thoughtful collaboration between two of our community's most experienced and respected healthcare providers. Our collaboration with STRH on this project reflects a shared vision for meeting the healthcare demands of a rapidly growing population. As east Rutherford County experiences significant residential and commercial development, this FSED will play a critical role in ensuring that emergency medical care remains accessible, efficient, and responsive.

Mr. Logan Grant
May 29, 2025
Page two

For many years, Ascension Saint Thomas-Rutherford Hospital (STRH) has consistently demonstrated its dedication to Rutherford County and surrounding areas from the introduction of new medical services and providing quality medical care. This new FSED is a continuation of that long-term commitment addressing both the need for emergency care and the broader goal of delivering high-quality, coordinated healthcare close to home. This project is a timely and essential investment in the health of our region. It is for these reasons that I fully support the development of this facility and encourage all community leaders and decision-makers to do the same.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joe Peay", is written over the printed name and title.

Joseph A. Peay, CPA, CMPE
Chief Executive Officer

Sidney A. McPhee

President

Middle Tennessee State University

Cope Administration Building 204

1301 East Main Street

Murfreesboro, TN 37132

o: 615-898-2622 • f: 615-898-2507



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

RE: Ascension Saint Thomas Rutherford Free Standing Emergency Room

Dear Mr. Grant,

As a long-time resident of Rutherford County and president of Middle Tennessee State University (MTSU), I'm happy to share my support for the new freestanding emergency department (FSED) coming to Lascassas Pike through the collaboration between Ascension Saint Thomas and Murfreesboro Medical Clinic (MMC).

This new facility is a big step forward for our community in eastern Rutherford County. Having more access to emergency care close to home means quicker treatment in critical situations and less stress for families during already difficult times. This is particularly relevant given the proximity of the FSED to MTSU and our 24,500 students and faculty members.

Ascension Saint Thomas and MMC are names many of us already know and trust. Their past work together, like what they've done in Westlawn, shows how well they coordinate to bring convenient, high-quality care to local residents.

I appreciate Ascension Saint Thomas for continuing to invest in our community's health. Their efforts show a real commitment to meeting the needs of the people who live here. I fully support this project and look forward to seeing the difference it will make. Please consider approving this project for our community.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sidney A. McPhee".

Sidney A. McPhee
President

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

RE: Ascension Saint Thomas Rutherford Free Standing Emergency Room

Dear Mr. Grant,

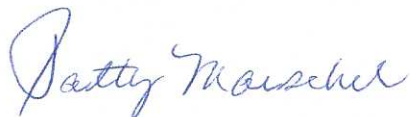
As a resident of Rutherford County and current board chair of Ascension Saint Thomas Rutherford, I'm happy to share my support for the new freestanding emergency department (FSED) coming to Lascassas Pike through the collaboration between Ascension Saint Thomas and Murfreesboro Medical Clinic (MMC).

This new facility is a big step forward for our community in eastern Rutherford County. Having more access to emergency care close to home means quicker treatment in critical situations and less stress for families during already difficult times.

Ascension Saint Thomas and MMC are names many of us already know and trust. Their past work together—like what they've done in Westlawn—shows how well they coordinate to bring convenient, high-quality care to local residents.

I appreciate Ascension Saint Thomas for continuing to invest in our community's health. Their efforts show a real commitment to meeting the needs of the people who live here. I fully support this project and look forward to seeing the difference it will make. Please consider approving this project for our community.

Sincerely,

A handwritten signature in blue ink that reads "Patty Marschel". The signature is written in a cursive, flowing style.



Tennessee State Senate

DAWN WHITE

STATE SENATOR
13th DISTRICT

NASHVILLE

LEGISLATIVE ADDRESS:

425 5th Avenue North, Suite 744
NASHVILLE, TENNESSEE 37243
PHONE: (615) 741-6853
sen.dawn.white@capitol.tn.gov

May 30, 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 Rutherford Free Standing Emergency Room

Dear Mr. Grant,

As an elected official and proud resident of Rutherford County, I want to express my strong support for the proposed freestanding emergency department (FSED) being developed by Ascension Saint Thomas in collaboration with Murfreesboro Medical Clinic (MMC), located near the intersection of Lascassas Pike and East Pitts Lane.

This project is an important step forward in meeting the needs of our rapidly growing community. What makes it especially significant is not just the expansion of emergency care access, but the thoughtful integration of this facility into a trusted and comprehensive network of healthcare services. With connections to primary care, outpatient services, and hospital-based specialty care, this emergency department will offer a seamless continuum of care that benefits our residents at every stage of their health journey.

In moments of medical crisis, continuity and coordination of care are essential. Knowing that patients will be seen by board-certified emergency physicians who have access to their health history and can coordinate with their regular providers brings an added level of reassurance. It's this level of integration—combined with proven community collaborations—that will set this facility apart.

The collaboration between Ascension Saint Thomas and MMC has already shown its benefits to our citizens through the Westlawn campus and model in west Murfreesboro. Replicating that successful, patient-centered approach in eastern Rutherford County reflects both foresight and a deep commitment to local health outcomes.

I commend both organizations for their investment in our community and fully support this project by Ascension Saint Thomas Rutherford. It represents a critical advancement in how we deliver healthcare—closer to home, with greater coordination, and with the quality our residents deserve. I look forward to seeing this project come to life and the impact it will have for years to come.

Sincerely,

A handwritten signature in black ink that reads "Dawn White". The script is fluid and cursive, with the first name "Dawn" and last name "White" clearly distinguishable.

Dawn White
State Senator
13th District



Charlie Baum
State Representative
House District 37

rep.charlie.baum@capitol.tn.gov

Legislative Address
Cordell Hull Building
425 Rep John Lewis Way, Suite 620
Nashville, TN 37243
(615) 741-6849

CHAIRMAN
Higher Education Subcommittee

MEMBER
Education Committee
Finance, Ways & Means Committee

House of Representatives State of Tennessee

May 30, 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 Rutherford Free Standing Emergency Room

Dear Mr. Grant,

As an elected representative of Rutherford County, I write today to offer my full and enthusiastic support for Ascension Saint Thomas' proposal to build a new freestanding emergency department (FSED) in eastern Rutherford County. This project, in collaboration with Murfreesboro Medical Clinic (MMC), represents a vital investment in the health and well-being of one of our county's fastest-growing regions.

The proposed facility—an 11,345-square-foot, state-of-the-art emergency department located near the intersection of Lascassas Pike and East Pitts Lane—will provide around-the-clock emergency services led by board-certified emergency physicians and highly experienced clinical teams. With a \$19 million investment, this initiative will significantly expand access to advanced emergency care for residents of eastern Rutherford County.

As our community continues to grow, so too must our healthcare infrastructure. The FSED will directly complement the outpatient services offered at MMC's new facility on the same site, creating a comprehensive care environment similar to the successful Westlawn model in west Murfreesboro. That model has proven the value of integrating outpatient and emergency services to provide seamless, patient-centered care.

This new development exemplifies the best of what healthcare collaboration can offer: coordination between two of our county's most trusted healthcare providers—Ascension Saint Thomas and MMC—focused squarely on meeting the needs of our residents. Their shared commitment to delivering high-quality, accessible healthcare close to home is a vision I wholeheartedly support.

Thank you for your time and consideration. I'm excited to see this important project move forward.



Charlie Baum
State Representative
House District 37

rep.charlie.baum@capitol.tn.gov

Legislative Address
Cordell Hull Building
425 Rep John Lewis Way, Suite 620
Nashville, TN 37243
(615) 741-6849

House of Representatives State of Tennessee

CHAIRMAN
Higher Education Subcommittee

MEMBER
Education Committee
Finance, Ways & Means Committee

Warm regards,

Charlie Baum

State Representative, District 37
Rutherford County, Tennessee

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: _____

CPT Code	Description	ASTRH range (UHC/Aetna contracted rates)	TriStar StoneCrest (Estimated)	Medicare Allowable (TN, 2025)
99281	Low complexity, minimal problem	\$688-\$692	\$600-\$700	\$23
99282	Low complexity, expanded exam	\$948-\$1,143	\$900-\$1,100	\$45
99283	Moderate complexity	\$1,217-\$1,392	\$1,200-\$1,400	\$75
99284	Moderate to high complexity	\$1,817-\$2,129	\$1,500-\$1,700	\$117
99285	High complexity, urgent/emergent	\$2,209-\$2,262	\$1,800-\$2,000	\$175



July 29, 2022

Gordon B. Ferguson, FACHE
President and CEO
Saint Thomas Rutherford Hospital
1700 Medical Center Parkway
Murfreesboro, TN 37129

Re: # 7883
CCN: # 440053
Deemed Program: Hospital
Accreditation Expiration Date: May 11, 2025

Dear Mr. Ferguson:

This letter confirms that your May 3, 2022 - May 6, 2022, and May 9, 2022 - May 10, 2022, unannounced full resurvey was conducted for the purposes of assessing compliance with the Medicare conditions for hospitals through The Joint Commission's deemed status survey process.

Based upon the submission of your evidence of standards compliance on July 28, 2022. The Joint Commission is granting your organization an accreditation decision of Accredited with an effective date of May 11, 2022.

The Joint Commission is also recommending your organization for continued Medicare certification effective May 11, 2022. Please note that the Centers for Medicare and Medicaid Services (CMS) Medicare Administrative Contractor (MAC) makes the final determination regarding your Medicare participation and the effective date of participation in accordance with the regulations at 42 CFR 489.13. Your organization is encouraged to share a copy of this Medicare recommendation letter with your State Survey Agency.

This recommendation applies to the following location(s):

Saint Thomas Rutherford Hospital
d/b/a Ascension Saint Thomas Rutherford
1700 Medical Center Parkway, Murfreesboro, TN, 37129

Saint Thomas Rutherford Hospital Outpatient Cardiac Imaging
d/b/a Ascension Saint Thomas Rutherford Cardiac Imaging
1840 Medical Center Parkway, Seton Building, Suite 401, Murfreesboro, TN, 37129

STRH Wound Care & Hyperbaric Medicine
d/b/a Ascension Saint Thomas Rutherford Wound Clinic
1840 Medical Center Parkway, Seton Building Suite 404, Murfreesboro, TN, 37129

Please be assured that The Joint Commission will keep the report confidential, except as required by law or court order. To ensure that The Joint Commission's information about your organization is always accurate and current, our policy requires that you inform us of any changes in the name or ownership of your organization or



the health care services you provide.

Sincerely,

Mark G. Pelletier, RN, MS
Chief Operating Officer and Chief Nurse Executive
Division of Accreditation and Certification Operations

cc: CMS/Baltimore Office/Survey & Certification Group/Division of Acute Care Services
CMS/SOG Location 4 /Survey and Certification Staff



**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

October 3, 2025

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

RE: Certificate of Need Application CN2509-036
Ascension Saint Thomas Rutherford Hospital

Dear Mr. Suggs:

This will acknowledge our October 1, 2025 receipt of your application for a Certificate of Need for the establishment of a freestanding emergency department (FSED) in Murfreesboro, Rutherford County, Tennessee on 2.05 acres. The FSED will consist of approximately 11,250 square feet with 10 exam rooms, including 1 trauma room, imaging services, lab, and associated support space. There will be two canopied entrances, one for the general public and one for emergency vehicles. The address of the project will be an unaddressed site on Highway 96 in the northeast quadrant of the intersection of Highway 96 and East Pitts Lane behind Bethlehem Church of Christ, Murfreesboro, Rutherford County, Tennessee, 37130.

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., Friday October 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.

1. Item 3N., Demographics

Please update the demographic table to reflect 2025 & 2029 within the main application.

Response: The demographic tables for 2025 and 2029 have been added to the main application.

2. Item 7N., Outstanding CONs

Please provide a status update on each of the listed outstanding CONs.

Response: Upon review, the applicant has revised the outstanding CON listing due to one of the previously listed CONs being expired and no longer in process (Ascension Saint Thomas River Park Hospital) and the newly granted Ascension Saint Thomas Clarksville Hospital CON being left off the list. Status noted in bold.

<u>CON Number</u>	<u>Project Name and Status</u>	<u>Date Approved</u>	<u>Expiration Date</u>
CN1903-008	Tenn SM, LLC dba Providence Surgery Center: Relocation of a multi-specialty ASTC one mile from its current location. No longer pursuing. CON to be surrendered.	August 28, 2019	February 1, 2026
CN2401-001	Premier Radiology Clarksville: Establish an ODC and initiate MRI service with a fixed MRI unit. In progress. Groundbreaking anticipated before end of calendar 2025	March 27, 2024	May 1, 2026
CN2407-019	Sumner Regional Medical Center: Establish a freestanding emergency department in White House, TN. In development and progressing according to plan.	October 23, 2024	December 1, 2027
CN2505-015	Ascension Saint Thomas Clarksville Hospital: Establish a 44-bed acute hospital in Montgomery Co. Recently granted. Due diligence underway.	July 23, 2025	September 1, 2028 (estimated)
CN2506-020	Sumner Regional Medical Center: Establish a freestanding emergency department in Lebanon, TN. Recently granted. Due diligence underway.	September 24, 2025	November 1, 2028 (estimated)

3. Item 1C., Transfer Agreements

Please discuss how EMS transfers to an acute care facility will be handled. What percentage of patients are expected to require transfer?

Response: Saint Thomas Health as well as the applicant have been providing emergency care to the communities of Middle Tennessee for decades and routinely arranges for stabilization and transport in cases where higher levels of care are needed. The coordination of transfers is handled through our centralized transfer center. The host hospital, Saint Thomas Rutherford, serves as a base for 2-3 owned emergency ground units which can quickly be deployed should a transfer from the proposed freestanding emergency department be required. Additionally, Saint Thomas Health has an air evac unit based at the Smyrna airport if necessary. Patients will be stabilized and transferred as appropriate in accordance with EMTALA. The applicant anticipates approximately 5-6% of patients may require transfer.

4. **Item 2C., Commercial Plans**

Are there any major commercial plans that the applicant does not currently accept?

Response: 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.

5. **Item 10C., Payor Mix Chart**

Given the (19.2%) self-pay percentage please detail the eligibility criteria for the applicant's self-pay discount as the (15%) eligibility projection is lower than the projected revenue percentage.

Response: In accordance with Saint Thomas Health policies, all patients presenting at any emergency room will be served without regard to ability to pay. Saint Thomas Health and thus, the applicant, makes allowances for all persons who have income at less than 400% of the federal poverty level. For those less than 250% of the poverty level, balances are written off entirely.

6. Item 8Q., Staffing Chart

Who will the emergency physician provider be for the facility, if known?

Response: Middle Tennessee Emergency Physicians

Please respond to the following service specific criteria questions as an attachment labeled Attachment 1N-Supplemental #1 - Freestanding Emergency Departments.

7. Item 1N., Project Specific Criteria, FSEDs, Item #3 Relationship to Existing Similar Services

Please provide a source for the data included in response to Table 3A1. Please indicate the year this table represents.

Response: HDDS report DRI# 35551765 has been noted as the source. The table represents 2023 and has been noted.

Please add an HDDS report number for Table 3A2.

Response: HDDS report DRI# 35551765 has been noted as the source

Please include a breakdown of THA ED utilization by ZIP Code and facility by number of visits in addition to the percentage of market share listed in Table 3A2.2. to the extent that it can be shared in compliance with THA data release policies.

Response: ED visits have been added to the table

Please provide a source for Table 3A3.

Response: We have noted the source as the Tennessee Department of Health, Division of Population Health Assessment, Office of Healthcare Statistics.

8. Item 1N., Project Specific Criteria, FSEDs, Item #8 Services to High Need Populations

Please discuss any factors that affect the differences between the percentage of Medicare, TennCare, and Commercially insured patients in the general service area vs. the applicant's host hospital.

Response: The host hospital, in accordance with Saint Thomas Health policies, serves all patients presenting to the emergency room without regard to ability to pay. To definitively state why some patients choose to present at the host hospital for care versus another facility would be speculative. That said, the applicant's best hypothesis is that the variance is a factor of geography with some patients in the more rural outer reaches of the proposed service area seeking care elsewhere. The proposed freestanding emergency room will be centrally located within the proposed service area and therefore is reasonably expected to experience a payor mix more aligned with the proposed service area.

Please clarify whether the THA data presented in the second table on Page 17 represents the full service area or patients from the service area for the host hospital.

Response: The THA data set represents the total volume for the zip code, all facilities.

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 December 2, 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

Enclosure