# LETTER OF INTENT

**State of Tennessee**
**Health Facilities Commission**

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

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

# LETTER OF INTENT

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

This is to provide official notice to the Health Facilities Commission and all interested parties, in accordance with T.C.A. §68-11-1601 et seq., and the Rules of the Health Facilities Commission, that Northside Surgery Center, a/an newly formed entity owned by Northside Surgery Center, LLC with an ownership type of Limited Liability Company and to be managed by PhyBus, LLC intends to file an application for a Certificate of Need for the establishment of an ambulatory surgical treatment center (ASTC) limited to the performance of pain management cases and procedures. It will have one operating room and one procedure room. It will be licensed as an ASTC by the Health Facilities Commission. The address of the project will be 1221 Briarville Road, Madison, Davidson County, Tennessee, 37115. The estimated project cost will be $4,508,593.

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

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

| Jerry Taylor | 09/12/2025 | jtaylor@thompsonburton.com |
|---|---|---|
| **Signature of Contact** | **Date** | **Contact's Email Address** |

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

The published Letter of Intent must contain the following statement pursuant to T.C.A. §68-11-1607 (c)(1). (A) Any healthcare institution wishing to oppose a Certificate of Need application must file a written notice with the Health Facilities Commission no later than fifteen (15) days before the regularly scheduled Health Facilities Commission meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application may file a written objection with the Health Facilities Commission at or prior to the consideration of the application by the Commission, or may appear in person to express opposition.

Written notice of opposition may be sent to: Health Facilities Commission, Andrew Jackson Building, 9th Floor, 502 Deaderick Street, Nashville, TN 37243 or email at hsda.staff@tn.gov .

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**Health Facilities Commission**

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

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# CRITERIA AND STANDARDS

## Attachment 1N

## Responses to the Criteria and Standards for Ambulatory Surgical Treatment Centers

### Determination of Need

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

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

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

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

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

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

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

   1. There are 43 licensed ASTCs in the PSA.

   2. There are 3 single specialty, pain management ASTCs in the PSA.

   3. Of the 43 ASTCs, 15 reported one or more pain management procedures.

   4. The average utilization of all ASTCs in the PSA was 73.4% of the threshold for Procedure Rooms, and 86.4% of the threshold for Operating Rooms.

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

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

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

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

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

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

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

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

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

**Other Standards and Criteria**

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

| PSA County | Drive Time |
|---|---|
| Davidson County | 13 minutes |
| Montgomery County | 69 minutes |
| Robertson County | 37 minutes |
| Sumner County | 35 minutes |
| Wilson County | 36 minutes |
| **Average:** | **38 minutes** |

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

*selected.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Response**: N/A

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

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

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

**Response**: N/A

## OR Utilization & Capacity - Year 1

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

## OR Utilization & Capacity - Year 2

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

## PR Utilization & Capacity - Year 1

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

## PR Utilization & Capacity - Year 2

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

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

*Source: 2024 JAR Master File*

Attachment 1N(2)

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

*Source: 2023 JAR Master File*

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

*Source: 2022 JAR Master File*

**Utilization of Hospitals for Pain Management Procedures - 2023**

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

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

*Source: 2023 Joint Annual Reports MasterFile*

| Utilization of Hospitals for Pain Management Procedures - 2022 | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Facility** | **County** | **# ORs** | **# PRs** | **PM Services Provided ?** | **Total Surgical Cases (ORs & PRs)** | **PM Cases*** | **PM as % of Total Surgical Cases** |
| Select Specialty Hospital Nashville West | Davidson | 0 | 0 | No | 0 | 0 | 0.0% |
| TriStar Southern Hills Medical Center | Davidson | 5 | 1 | Yes | 10,132 | 71 | 0.7% |
| TriStar Skyline Madison Campus | Davidson | 0 | 0 | No | 0 | 0 | 0.0% |
| Metropolitan Nashville General Hospital | Davidson | 8 | 3 | Yes | 4,798 | 0 | 0.0% |
| Saint Thomas Midtown Hospital | Davidson | 36 | 7 | No | 36,028 | 71 | 0.2% |
| Saint Thomas West Hospital | Davidson | 25 | 5 | No | 24,586 | 0 | 0.0% |
| Vanderbilt University Medical Center | Davidson | 77 | 15 | Yes | 179,151 | 0 | 0.0% |
| TriStar Centennial Medical Center | Davidson | 61 | 17 | Yes | 88,874 | 0 | 0.0% |
| TriStar Skyline Medical Center | Davidson | 12 | 0 | No | 20,794 | 0 | 0.0% |
| TriStar Summit Medical Center | Davidson | 9 | 5 | Yes | 14,262 | 0 | 0.0% |
| Saint Thomas Hospital for Specialty Surgery | Davidson | 6 | 0 | No | 8,818 | 274 | 3.1% |
| Middle Tennessee Mental Health Institute | Davidson | 0 | 0 | No | 0 | 0 | 0.0% |
| Ascension Saint Thomas Behavioral Health Hospital | Davidson | 0 | 0 | No | 0 | 0 | 0.0% |
| Vanderbilt Stallworth Rehabilitation Hospital | Davidson | 0 | 0 | No | 0 | 0 | 0.0% |
| Select Specialty Hospital - Nashville | Davidson | 0 | 0 | No | 0 | 0 | 0.0% |
| Ascension Saint Thomas Rehabilitation Hospital | Davidson | 0 | 0 | No | 0 | 0 | 0.0% |
| Tennova Healthcare- Clarksville | Montgomery | 13 | 0 | No | 21,758 | 0 | 0.0% |
| Behavioral Healthcare Center at Clarksville | Montgomery | 0 | 0 | No | 0 | 0 | 0.0% |
| TriStar NorthCrest Medical Center | Robertson | 5 | 2 | No | 7,174 | 0 | 0.0% |
| Portland Medical Center | Sumner | 0 | 0 | No | 0 | 0 | 0.0% |
| Sumner Regional Medical Center | Sumner | 7 | 7 | No | 12,712 | 105 | 0.8% |
| TriStar Hendersonville Medical Center | Sumner | 10 | 4 | No | 20,628 | 0 | 0.0% |
| Vanderbilt Wilson County Hospital | Wilson | 0 | 0 | No | 0 | 0 | 0.0% |
| Vanderbilt Wilson County Hospital | Wilson | 4 | 0 | Yes | 10,078 | 0 | 0.0% |
| **Total** | | **278** | **66** | | **459,793** | **521** | **0.1%** |

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

*Source: 2022 Joint Annual Reports MasterFile*

| Utilization of Hospitals for Pain Management Procedures - 2021 | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Facility** | **County** | **# ORs** | **# PRs** | **PM Services Provided?** | **Total Surgical Cases (ORs & PRs)** | **PM Cases*** | **PM as % of Total Surgical Cases** |
| TriStar Southern Hills Medical Center | Davidson | 9 | 1 | Yes | 10,574 | 22 | 0.2% |
| TriStar Skyline Madison Campus | Davidson | 0 | 0 | No | 0 | 0 | 0.0% |
| Metropolitan Nashville General Hospital | Davidson | 6 | 3 | Yes | 5,126 | 0 | 0.0% |
| Saint Thomas Midtown Hospital | Davidson | 36 | 7 | No | 35,078 | 0 | 0.0% |
| Saint Thomas West Hospital | Davidson | 25 | 5 | No | 25,864 | 0 | 0.0% |
| Vanderbilt University Medical Center | Davidson | 75 | 15 | Yes | 167,585 | 0 | 0.0% |
| TriStar Centennial Medical Center | Davidson | 61 | 17 | Yes | 89,336 | 255 | 0.3% |
| TriStar Skyline Medical Center | Davidson | 11 | 0 | No | 17,138 | 0 | 0.0% |
| TriStar Summit Medical Center | Davidson | 9 | 5 | Yes | 14,340 | 0 | 0.0% |
| Saint Thomas Hospital for Specialty Surgery | Davidson | 6 | 0 | No | 8,782 | 0 | 0.0% |
| Middle Tennessee Mental Health Institute | Davidson | 0 | 0 | No | 0 | 0 | 0.0% |
| Ascension Saint Thomas Behavioral Health Hospital | Davidson | 0 | 0 | No | 0 | 0 | 0.0% |
| Vanderbilt Stallworth Rehabilitation Hospital | Davidson | 0 | 0 | No | 0 | 0 | 0.0% |
| Select Specialty Hospital - Nashville | Davidson | 0 | 0 | No | 0 | 0 | 0.0% |
| Tennova Healthcare- Clarksville | Montgomery | 13 | 0 | No | 18,708 | 0 | 0.0% |
| Behavioral Healthcare Center at Clarksville | Montgomery | 0 | 0 | No | 0 | 0 | 0.0% |
| TriStar NorthCrest Medical Center | Robertson | 5 | 2 | Yes | 10,320 | 0 | 0.0% |
| Portland Medical Center | Sumner | 0 | 0 | No | 0 | 0 | 0.0% |
| Sumner Regional Medical Center | Sumner | 7 | 0 | Yes | 12,182 | 44 | 0.4% |
| TriStar Hendersonville Medical Center | Sumner | 10 | 4 | No | 17,860 | 0 | 0.0% |
| Vanderbilt Wilson County Hospital | Wilson | 0 | 0 | No | 0 | 0 | 0.0% |
| Vanderbilt Wilson County Hospital | Wilson | 4 | 0 | Yes | 8,206 | 29 | 0.4% |
| **Total** | | **277** | **59** | | **441,099** | **350** | **0.1%** |

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

*Source: 2021 Joint Annual Reports MasterFile*

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

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

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

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

Attachment 1N(3)

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

*Source: 2024 JAR Master File*

Attachment 1N(2)R

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

*Source: 2023 JAR Master File*

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

*Source: 2022 JAR Master File*

**Utilization of Hospitals for Pain Management Procedures - 2023**

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

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

*Source: 2023 Joint Annual Reports MasterFile*

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

| Utilization of Hospitals for Pain Management Procedures - 2021 | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Facility** | **County** | **# ORs** | **# PRs** | **PM Services Provided?** | **Total Surgical Cases (ORs & PRs)** | **PM Cases*** | **PM as % of Total Surgical Cases** |
| TriStar Southern Hills Medical Center | Davidson | 9 | 1 | Yes | 10,574 | 22 | 0.2% |
| TriStar Skyline Madison Campus | Davidson | 0 | 0 | No | 0 | 0 | 0.0% |
| Metropolitan Nashville General Hospital | Davidson | 6 | 3 | Yes | 5,126 | 0 | 0.0% |
| Saint Thomas Midtown Hospital | Davidson | 36 | 7 | No | 35,078 | 0 | 0.0% |
| Saint Thomas West Hospital | Davidson | 25 | 5 | No | 25,864 | 0 | 0.0% |
| Vanderbilt University Medical Center | Davidson | 75 | 15 | Yes | 167,585 | 0 | 0.0% |
| TriStar Centennial Medical Center | Davidson | 61 | 17 | Yes | 89,336 | 255 | 0.3% |
| TriStar Skyline Medical Center | Davidson | 11 | 0 | No | 17,138 | 0 | 0.0% |
| TriStar Summit Medical Center | Davidson | 9 | 5 | Yes | 14,340 | 0 | 0.0% |
| Saint Thomas Hospital for Specialty Surgery | Davidson | 6 | 0 | No | 8,782 | 0 | 0.0% |
| Middle Tennessee Mental Health Institute | Davidson | 0 | 0 | No | 0 | 0 | 0.0% |
| Ascension Saint Thomas Behavioral Health Hospital | Davidson | 0 | 0 | No | 0 | 0 | 0.0% |
| Vanderbilt Stallworth Rehabilitation Hospital | Davidson | 0 | 0 | No | 0 | 0 | 0.0% |
| Select Specialty Hospital - Nashville | Davidson | 0 | 0 | No | 0 | 0 | 0.0% |
| Tennova Healthcare- Clarksville | Montgomery | 13 | 0 | No | 18,708 | 0 | 0.0% |
| Behavioral Healthcare Center at Clarksville | Montgomery | 0 | 0 | No | 0 | 0 | 0.0% |
| TriStar NorthCrest Medical Center | Robertson | 5 | 2 | Yes | 10,320 | 0 | 0.0% |
| Portland Medical Center | Sumner | 0 | 0 | No | 0 | 0 | 0.0% |
| Sumner Regional Medical Center | Sumner | 7 | 0 | Yes | 12,182 | 44 | 0.4% |
| TriStar Hendersonville Medical Center | Sumner | 10 | 4 | No | 17,860 | 0 | 0.0% |
| Vanderbilt Wilson County Hospital | Wilson | 0 | 0 | No | 0 | 0 | 0.0% |
| Vanderbilt Wilson County Hospital | Wilson | 4 | 0 | Yes | 8,206 | 29 | 0.4% |
| **Total** | | **277** | **59** | | **441,099** | **350** | **0.1%** |

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

*Source: 2021 Joint Annual Reports MasterFile*

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

Attachment 1N(4)

# ORIGINAL APPLICATION

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

# CERTIFICATE OF NEED APPLICATION

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

Northside Surgery Center
**Name**

1221 Briarville Road | Davidson County
**Street or Route** | **County**

Madison | Tennessee | 37115
**City** | **State** | **Zip**

N/A
**Website Address**

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

## 2A. Contact Person Available for Responses to Questions

Jerry Taylor | Attorney
**Name** | **Title**

Thompson Burton PLLC | jtaylor@thompsonburton.com
**Company Name** | **Email Address**

One Franklin Park, 6100 Tower Circle, Suite 200
**Street or Route**

Franklin | Tennessee | 37067
**City** | **State** | **Zip**

Attorney | 615-275-8988
**Association with Owner** | **Phone Number**

## 3A. Proof of Publication

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

**Date LOI was Submitted:** 09/12/25

**Date LOI was Published:** 09/15/25

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

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

- [x] Establish New Health Care Institution
- [ ] Relocation
- [ ] Change in Bed Complement
- [ ] Addition of a Specialty to an Ambulatory Surgical Treatment Center (ASTC)
- [ ] Initiation of MRI Service
- [ ] MRI Unit Increase
- [ ] Satellite Emergency Department
- [ ] Addition of Therapeutic Catheterization
- [ ] Positron Emission Tomography (PET) Service
- [ ] 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
- [x] Ambulatory Surgical Treatment Center (ASTC) – Single Specialty
- [ ] Home Health
- [ ] Hospice
- [ ] Intellectual Disability Institutional Habilitation Facility (ICF/IID)
- [ ] Nursing Home
- [ ] Outpatient Diagnostic Center
- [ ] Rehabilitation Facility
- [ ] Residential Hospice
- [ ] Nonresidential Substitution Based Treatment Center of Opiate Addiction
- [ ] Other

Other -

Hospital -

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

Northside Surgery Center, LLC

**Name**

| 215 Jamestown Park, Suite 205 | | 615-414-1207 |
|---|---|---|
| **Street or Route** | | **Phone Number** |
| Brentwood | Tennessee | 37027 |
| **City** | **State** | **Zip** |

## 7A. Type of Ownership of Control *(Check One)*

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

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

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

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

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

PhyBus, LLC

**Name**

| 215 Jamestown Park, Suite 205 | | Williamson |
|---|---|---|
| **Street or Route** | | **County** |
| Brentwood | Tennessee | 37027 |
| **City** | **State** | **Zip** |

www.phybus.com

**Website Address**

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

## 9A. Legal Interest in the Site

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

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

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

**RESPONSE:** A copy of an Option to Lease is attached as Attachment 9A.

## 10A. Floor Plan

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

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

**RESPONSE:** A floor plan is attached as Attachment 10A.

## 11A. Public Transportation Route

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

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

## 12A. Plot Plan

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

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

(Attachment 12A)

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

## 13A. Notification Requirements

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

  - ☐ Notification Attached (Provide signed USPS green-certified mail receipt card for each official notified.)
  - ☐ Notification in process, attached at a later date
  - ☐ Notification not in process, contact HFC Staff
  - ☑ Not Applicable

- TCA §68-11-1607(c)(9)(A) states that "... Within ten (10) days of the filing of an application for a nonresidential substitution based treatment center for opiate addiction with the agency, the applicant shall send a notice to the county mayor of the county in which the facility is proposed to be located, the state representative and senator representing the house district and senate district in which the facility is proposed to be located, and to the mayor of the municipality, if the facility is proposed to be located within the corporate boundaries of the municipality, by certified mail, return receipt requested, informing such officials that an application for a nonresidential substitution based treatment center for opiate addiction has been filed with the agency by the applicant.

  - ☐ Notification Attached (Provide signed USPS green-certified mail receipt card for each official notified.)
  - ☐ Notification in process, attached at a later date
  - ☐ Notification not in process, contact HFC Staff
  - ☐ Not Applicable

## EXECUTIVE SUMMARY

### 1E. Overview

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

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

  **RESPONSE:**

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

- Ownership structure

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

- Service Area

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

- Existing similar service providers

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

- Project Cost

  **RESPONSE:** The total estimated project cost is $4,498,471. The largest single cost component is the cost of build-out of the space, which is $1,9476,500. The next largest cost is the value of the lease, which is $845,606 for the first 5-year initial term of the lease.

- Staffing

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

## 2E. Rationale for Approval

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

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

- Need

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

- Quality Standards

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

- Consumer Advantage
  - Choice

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

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

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

  - Affordability

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

## 3E. Consent Calendar Justification

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

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

## 4E. PROJECT COST CHART

| | |
|---|---|
| A. Construction and equipment acquired by purchase: | |
| 1. Architectural and Engineering Fees | $155,800 |
| 2. Legal, Administrative (Excluding CON Filing Fee), Consultant Fees | $215,000 |
| 3. Acquisition of Site | $0 |
| 4. Preparation of Site | $0 |
| 5. Total Construction Costs | $1,947,500 |
| 6. Contingency Fund | $150,000 |
| 7. Fixed Equipment (Not included in Construction Contract) | $940,000 |
| 8. Moveable Equipment (List all equipment over $50,000 as separate attachments) | $60,000 |
| 9. Other (Specify): Furniture, IT, Telephone, Nurse Call | $120,000 |
| B. Acquisition by gift, donation, or lease: | |
| 1. Facility (inclusive of building and land) | $845,646 |
| 2. Building only | |
| 3. Land only | |
| 4. Equipment (Specify): | |
| 5. Other (Specify): | |
| C. Financing Costs and Fees: | |
| 1. Interim Financing | $40,000 |
| 2. Underwriting Costs | $24,525 |
| 3. Reserve for One Year's Debt Service | |
| 4. Other (Specify): | |
| D. Estimated Project Cost (A+B+C) | $4,498,471 |
| E. CON Filing Fee | $10,122 |
| F. Total Estimated Project Cost (D+E) **TOTAL** | $4,508,593 |

## GENERAL CRITERIA FOR CERTIFICATE OF NEED

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

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

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

### NEED

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

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

**RESPONSE:**

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

---

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

**RESPONSE:**

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

---

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

**PROJECTED UTILIZATION**

Unit Type: ☑ Procedures ☐ Cases ☐ Patients ☐ Other _____

| Service Area Counties | Projected Utilization Recent Year 1 (Year = 2026) | % of Total |
|---|---|---|
| Davidson | 843 | 31.43% |
| Robertson | 111 | 4.14% |
| Sumner | 328 | 12.23% |
| Wilson | 333 | 12.42% |
| Other not primary/secondary county | 526 | 19.61% |
| Montgomery | 541 | 20.17% |
| Total | 2,682 | 100% |

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

**RESPONSE:**

Some key demographic characteristics of the PSA are shown in the table attached as Attachment 3N.

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

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

**RESPONSE:**

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

**4N.** Describe the special needs of the service area population, including health disparities, the accessibility to consumers, particularly those who are uninsured or underinsured, the elderly, women, racial and ethnic minorities, TennCare or Medicaid recipients, and low income groups. Document how the business plans of the facility will take into consideration the special needs of the service area population.

**RESPONSE:**

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

---

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

**RESPONSE:**

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

1. There are 43 licensed ASTCs in the PSA.

2. There are 3 single specialty, pain management ASTCs in the PSA.

3. Of the 43 ASTCs, 15 reported one or more pain management procedures in 2024.

4. The average utilization of all ASTCs in the PSA was 73.4% of the threshold for Procedure Rooms, and 86.4% of the threshold for Operating Rooms.

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

---

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

**RESPONSE:**

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

---

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

**RESPONSE:**

The information is porovided below.

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

## CONSUMER ADVANTAGE ATTRIBUTED TO COMPETITION

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

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

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

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

- [x] Aetna Health Insurance Company
- [ ] Ambetter of Tennessee Ambetter
- [x] Blue Cross Blue Shield of Tennessee
- [x] Blue Cross Blue Shield of Tennessee Network S
- [x] Blue Cross Blue Shiled of Tennessee Network P
- [x] BlueAdvantage
- [ ] Bright HealthCare
- [x] Cigna PPO
- [x] Cigna Local Plus
- [ ] Cigna HMO - Nashville Network
- [ ] Cigna HMO - Tennessee Select
- [ ] Cigna HMO - Nashville HMO
- [ ] Cigna HMO - Tennessee POS
- [ ] Cigna HMO - Tennessee Network
- [x] Golden Rule Insurance Company
- [ ] HealthSpring Life and Health Insurance Company, Inc.
- [x] 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
- [x] United Healthcare UHC
- [ ] UnitedHealthcare Community Plan East Tennessee
- [x] UnitedHealthcare Community Plan Middle Tennessee
- [ ] UnitedHealthcare Community Plan West Tennessee
- [x] WellCare Health Insurance of Tennessee, Inc.
- [x] Others

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

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

**RESPONSE:**

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

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

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

---

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

**RESPONSE:**

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

---

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

**RESPONSE:**

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

---

**PROJECTED DATA CHART**

☑ Project Only
☐ Total Facility

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

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

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

**Project Only Chart**

| | Previous Year to Most Recent Year | Most Recent Year | Year One | Year Two | % Change (Current Year to Year 2) |
|---|---|---|---|---|---|
| **Gross Charge** *(Gross Operating Revenue/Utilization Data)* | $0.00 | $0.00 | $3,563.98 | $3,423.62 | 0.00 |
| **Deduction from Revenue** *(Total Deductions/Utilization Data)* | $0.00 | $0.00 | $2,360.66 | $2,249.79 | 0.00 |
| **Average Net Charge** *(Net Operating Revenue/Utilization Data)* | $0.00 | $0.00 | $1,203.32 | $1,173.83 | 0.00 |

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

**RESPONSE:**

The proposed gross and net charges for the facility as a whole are reflected in the table in the response to item 7C. Proposed gross charges by CPT code, and the average Medciare payment rate are shown in the table beloow. There are no current charges. Anticipated total gross charges are $9,558,583 in Year 1, and $10,140,759 in Year 2.

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

---

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

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

**RESPONSE:**

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

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

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

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

**Applicant's Projected Payor Mix**

**Project Only Chart**

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

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

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

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

## QUALITY STANDARDS

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

- ☑ Yes
- ☐ No

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

- Does the applicant commit to maintaining the staffing comparable to the staffing chart presented in its CON application?
  - ☑ Yes
  - ☐ No
- Does the applicant commit to obtaining and maintaining all applicable state licenses in good 3tanding?
  - ☑ Yes
  - ☐ No

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

  - [x] 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<br>☐ Intellectual & Developmental Disabilities<br>☐ Mental Health & Substance Abuse Services | Will Apply | N/A |
| Certification | ☑ Medicare<br>☑ TennCare/Medicaid<br>☐ Other _____ | Will Apply<br>Will Apply | N/A<br>N/A |
| Accreditation(s) | AAAHC - Accreditation Association for Ambulatory Health Care | Will Apply | N/A |

**4Q.** If checked "TennCare/Medicaid" box, please list all Managed Care Organization's currently or will be contracted.

- ☐ AMERIGROUP COMMUNITY CARE- East Tennessee
- ☑ AMERIGROUP COMMUNITY CARE - Middle Tennessee
- ☐ AMERIGROUP COMMUNITY CARE - West Tennessee
- ☐ BLUECARE - East Tennessee
- ☑ BLUECARE - Middle Tennessee
- ☐ BLUECARE - West Tennessee
- ☐ UnitedHealthcare Community Plan - East Tennessee
- ☑ UnitedHealthcare Community Plan - Middle Tennessee
- ☐ UnitedHealthcare Community Plan - West Tennessee
- ☐ TENNCARE SELECT HIGH - All
- ☐ TENNCARE SELECT LOW - All
- ☐ PACE
- ☐ KBB under DIDD waiver
- ☐ Others

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

- ☑ Yes
- ☐ No

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

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

  - ☐ Yes
  - ☐ No
  - ☑

- N/A

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

  - ☐ Yes
  - ☐ No
  - ☑ N/A

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

**Has any of the following:**

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

**Been subject to any of the following:**

- Final Order or Judgement in a state licensure action;

  - ☐ Yes
  - ☑ No

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

  - ☐ Yes
  - ☑ No

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

  - ☐ Yes
  - ☑ No

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

  - ☐ Yes
  - ☑ No

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

  - ☐ Yes
  - ☑ No

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

  - ☐ Yes
  - ☑ No

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

  - ☐ Yes
  - ☑ No

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

☑ Existing FTE not applicable (Enter year)

| Position Classification | Existing FTEs(enter year) | Projected FTEs Year 1 |
|---|---|---|
| **A. Direct Patient Care Positions** | | |
| RN - OR Circulator | 0.00 | 1.00 |
| Surgical Technician | 0.00 | 1.00 |
| RN - Clinical | 0.00 | 1.50 |
| RN - PreOp/PACU | 0.00 | 2.00 |
| RN - Center Adminstrator | 0.00 | 1.00 |
| **Total Direct Patient Care Positions** | N/A | 6.5 |

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

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

## DEVELOPMENT SCHEDULE

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

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

## PROJECT COMPLETION FORECAST CHART

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

| Phase | Days Required | Anticipated Date (Month/Year) |
|---|---|---|
| 1. Initial HFC Decision Date | | 12/17/25 |
| 2. Building Construction Commenced | 212 | 07/16/26 |
| 3. Construction 100% Complete (Approval for Occupancy) | 424 | 02/13/27 |
| 4. Issuance of License | 469 | 03/30/27 |
| 5. Issuance of Service | 499 | 04/29/27 |
| 6. Final Project Report Form Submitted (Form HR0055) | 589 | 07/28/27 |

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

LocaliQ
Tennessee
GANNETT

PO Box 631340 Cincinnati, OH 45263-1340

# AFFIDAVIT OF PUBLICATION

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

STATE OF WISCONSIN, COUNTY OF BROWN

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

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

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

Legal Clerk

Notary, State of WI, County of Brown

8.25.26

My commission expires

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

THIS IS NOT AN INVOICE!

*Please do not use this form for payment remittance.*

MARIAH VERHAGEN
Notary Public
State of Wisconsin

11660384

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

This is to provide official notice to the Health Facilities Commission and all interested parties, in accordance with T.C.A. §68-11-1601 et seq., and the Rules of the Health Facilities Commission, that Northside Surgery Center, a/an newly formed entity owned by Northside Surgery Center, LLC with an ownership type of Limited Liability Company and to be managed by PhyBus, LLC intends to file an application for a Certificate of Need for the establishment of an ambulatory surgical treatment center (ASTC) limited to the performance of pain management cases and procedures. It will have one operating room and one procedure room. It will be licensed as an ASTC by the Health Facilities Commission. The address of the project will be 1221 Briarville Road, Madison, Davidson County, Tennessee, 37115. The estimated project cost will be $4,508,593.

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

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

The published Letter of Intent must contain the following statement pursuant to T.C.A. §68-11-1607 (c)(1).

(A) Any healthcare institution wishing to oppose a Certificate of Need application must file a written notice with the Health Facilities Commission no later than fifteen (15) days before the regularly scheduled Health Facilities Commission meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application may file a written objection with the Health Facilities Commission at or prior to the consideration of the application by the Commission, or may appear in person to express opposition. Written notice may be sent to: Health Facilities Commission, Andrew Jackson Building, 9th Floor, 502 Deaderick Street, Nashville, TN 37243 or email at hsda.staff@tn.gov.



Attachment 3A

# NORTHSIDE SURGERY CENTER LLC

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

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

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

**Principal Office Address**
1221 Briarville Rd
Madison, TN 37115

**Mailing Address**
215 Jamestown Park Ste 205
Brentwood, TN 37027

AR Standing: Good | RA Standing: Good | Other Standing: Good | Revenue Standing: N/A

History (1)

Attachment 7AR

**Tracking Number**
**B2025773705**

# Articles Of Organization

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

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

**Tre Hargett**
Secretary of State

## Entity Information

**Entity Name:** NORTHSIDE SURGERY CENTER LLC

**Entity Type:** Limited Liability Company

**Fiscal Year Ending Month:** December

**Additional Designation:** *(No additional designation)*

**Series LLC ?**
☑ Yes ☐ No
☑ I certify that this entity meets the requirements of T.C.A. § 48-249-309(a) & (b)

**Principal Office Address**
1221 Briarville Rd
Madison, TN 37115
Davidson County, USA

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

**Period of Duration:**
Perpetual

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

**Nature of Business (NAICS):**
621493 - Freestanding Ambulatory Surgical and Emergency Centers

**Other Provisions:**
*(No other provisions)*

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

## Registered Agent Information

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

## Member Information

**The Limited Liability Company will be:** Member Managed

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

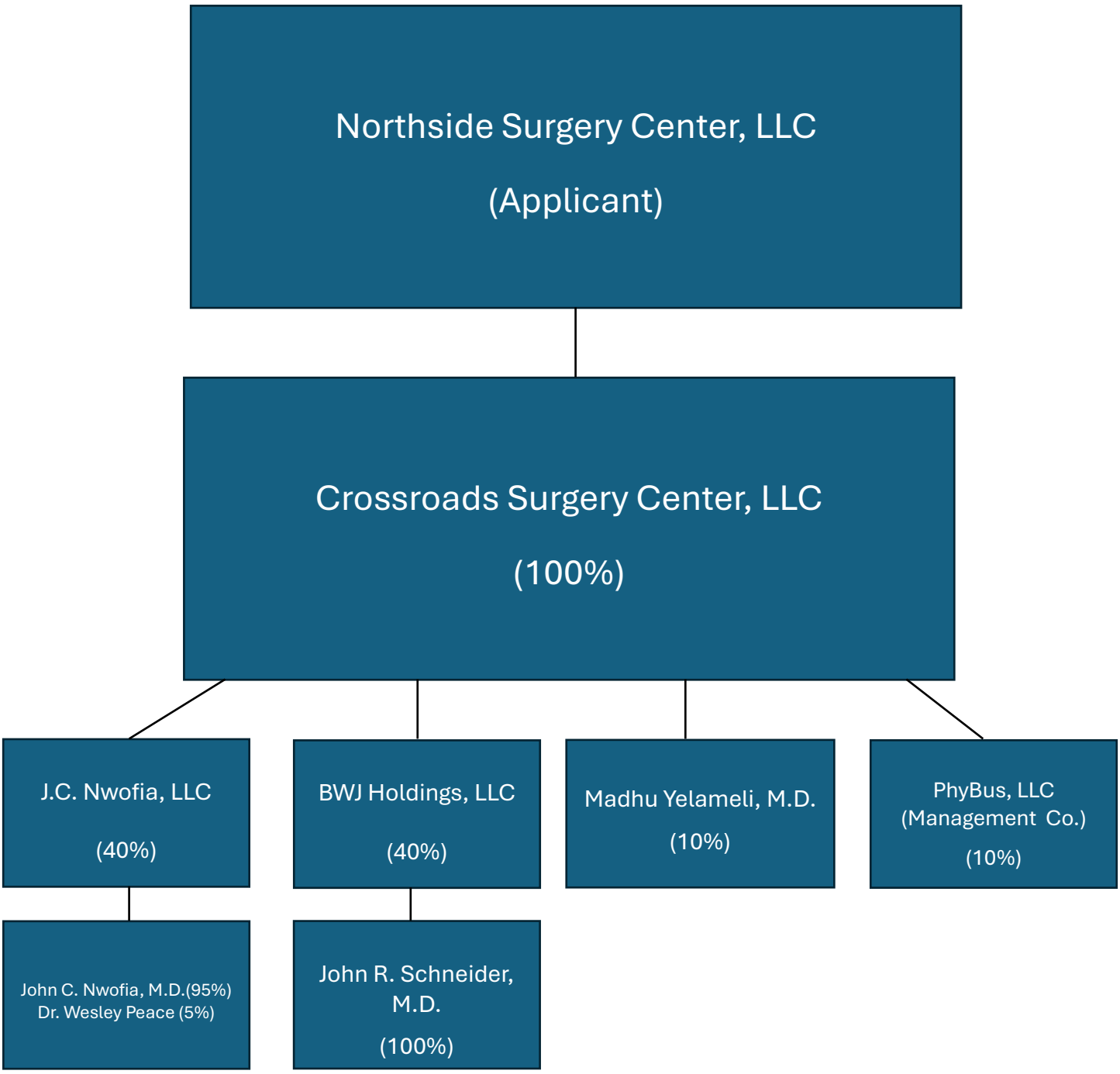
**Will this entity be registered as an Obligated Member Entity (OME)**
☐ Yes ☑ No

## Organizer's Signature

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

☑ The undersigned, acting as organizer of the limited liability company under the provisions of the Tennessee Revised Limited Liability Company Act, adopt the above Articles of Organization.

**Signed Electronically:** BRADY WOODWARD **Date:** 09/09/2025


Northside Surgery Center, LLC
(Applicant)
Crossroads Surgery Center, LLC
(100%)
J.C. Nwofia, LLC
(40%)
BWJ Holdings, LLC
(40%)
Madhu Yelameli, M.D.
(10%)
PhyBus, LLC
(Management Co.)
(10%)
John C. Nwofia, M.D.(95%)
Dr. Wesley Peace (5%)
John R. Schneider, M.D.
(100%)

**MANAGEMENT AGREEMENT**

MANAGEMENT AGREEMENT (the "Agreement"), dated as of _____, 202__, by and Between PHYBUS, LLC, a Tennessee limited liability company ("Manager"), and NORTHSIDE SURGERY CENTER, LLC, a Tennessee limited liability company (the "Owner").

**RECITALS**

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

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

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

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

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

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

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

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

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

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



Attachment 8A

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

**1.5.** **"Center Account"** shall have the meaning set forth in Section 2.4.

**1.6.** **"Center Director"** shall have the meaning set forth in Exhibit A.

**1.7.** **"Center Services"** shall mean all items and services reasonably necessary to support the provision of professional surgical and diagnostic services at the Center, including without limitation the utilization of surgical supplies and equipment, nursing services, overhead, and similar services generally included in the facility fees paid by Medicare and other payors.

**1.8.** **"Center Services Collections"** shall mean all monies collected by or on behalf of Owner, its agents or employees as a result of the provision of Center Services.

**1.9.** **"Confidential Information"** shall have the meaning set forth in Section 4.1.

**1.10.** **"Effective Date"** shall mean the effective date of the license issued to Owner by the State of Tennessee to operate the Center as an ambulatory surgery center.

**1.11.** **"HIPAA"** shall mean the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996.

**1.12.** **"HIPAA Regulations"** shall mean the federal privacy and security regulations issued pursuant to HIPAA.

**1.13.** **"Indemnified Party"** shall have the meaning set forth in Section 7.3.1.

**1.14.** **"Indemnifying Party"** shall have the meaning set forth in Section 7.3.1.

**1.15.** **"Indemnify Notice"** shall have the meaning set forth in Section 7.3.1.

**1.16.** **"Management Fee"** shall mean an amount equal to five percent (5%) of Net Center Services Collections; provided, however, in no event shall the Management Fee be less than $10,000 per month.

**1.17.** **"Management Services"** shall mean the business, administrative and management services set forth on Exhibit A and in Sections 2.2.1 and 2.3-2.7 hereof.

**1.18.** **"Medical Staff'"** shall mean the duly licensed and qualified physicians who have been granted clinical privileges to provide professional services to patients at the Center.

**1.19.** **"Net Collections'"** are Center Services Collections less refunds, returned checks, and any other necessary or appropriate adjustments due to patients or payors.

**1.20.** **"Owner Account"** shall have the meaning set forth in Section 2.4.

**1.21.** **"Protected Health Information"** shall mean, collectively, protected health information, as defined in 45 C.F.R. 160.103, or individually identifiable health information, as defined in 42 U.S.C. Section 1320d, provided by Owner to Manager or obtained by Manager on behalf of Owner, provided that Protected Health Information shall not include any information that is de-identified in accordance with the HIPAA Regulations.

**1.22. "Sanctioned Entity"** shall mean a person who:

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

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

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

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

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

## 2. Appointment and Obligations of Manager.

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

**2.2. Authority.**

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

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

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

**2.3 Billing and Collection.**

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

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

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

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

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

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

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

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

## 3. Responsibilities of Owner.

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

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

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

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

## 4. Confidentiality Covenant.

**4.1. Confidential and Proprietary Information.** "Confidential Information" shall mean any written or oral information of Manager or Owner, as appropriate, including, without limitation

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

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

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

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

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

**4.3.3.** Manager shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining Owner's compliance with HIPAA and the HIPAA Regulations. Upon Owner's request, Manager shall: (i) allow the patient access to the Protected Health Information in accordance with 45 CFR Part 164.524; (ii) amend the Protected Health Information as

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

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

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

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

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

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

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

**6. Term and Termination.**

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

**6.2. Immediate Termination.**

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

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

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

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

**6.3. Termination With Cause.**

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

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

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

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

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

## 7. Indemnification.

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

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

**7.3. Indemnification Procedures.**

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

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

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

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

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

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

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

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

Agreement.

**9. Miscellaneous.**

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

If to Owner:

Northside Surgery Center, LLC
1221 Briarville Road
Madison, TN 37115
Attention: _____
Facsimile No: _____

With a copy to:

_____
_____
_____
_____
_____

If to Manager:

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

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

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

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

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

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

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

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

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

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

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

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

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

**9.14. Fraud and Abuse.**

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

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

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

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

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

**[signature page follows]**

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

**"OWNER"**

**NORTHSIDE SURGERY CENTER, LLC**

By:_____
Name: _____
Title:_____

**"MANAGER"**

**PHYBUS, LLC**

By:_____
Name: Rodney H. Lunn
Title: CEO

## Exhibit A

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

**Management Services**

- Hiring, training, supervising, directing, leasing and discharging, on behalf of the Center, all non-physician personnel performing services at the Center, including the Center Director, as needed;

- May provide the Center, as a pass through expense, a director of the Center (the "Center Director");

- Oversight of negotiations on behalf of Owner for payor agreements with the appropriate third party payors and state and federal agencies (payor contract negotiations can be provided under separate agreement);

- Establishing staffing schedules, wage structures and personnel policies for all personnel;

- Determining patient charges for Center Services;

- Providing policies and operating procedures to all departments of the Center;

- Providing standard formats for all charts, invoices, and other forms used in the operation of the Center;

- Establishing and maintaining policies and procedures for the timely creation, preparation, filing and retrieval of patient records;

- Arranging for the purchase, lease or disposition by the Owner of all supplies and equipment used in the operation of the Center, including without limitation information system hardware and software;

- Arranging for the repair, maintenance and/or replacement of the supplies and equipment used in the operation of the Center;

- Arranging for the repair and maintenance of the premises in which the Center operates consistent with Owner's responsibilities under the terms of any applicable lease or other agreement;

- Arranging for the purchase by Owner of all printing, postage, photocopying and other support services;

- Directing the day-to-day operations of the Center in a businesslike manner;

- Performing all management and non-medical oversight responsibilities for the Center;

- Maintaining in the name of Owner all licenses, regulatory approvals and accreditations of the Center with the applicable agencies and insurance companies that are reasonably necessary to operate the Center;

- Negotiating on behalf of the Owner contracts for the Center to receive anesthesia services, radiology services and pathology services, as appropriate;

- Oversite of owner's, employees or agents to timely bill and collect fees for Center Services;

- Maintaining the books of accounts, including all journals and ledgers, check register and payroll records;

- Preparing or contracting for the processing of payroll checks from time sheet summaries prepared under Manager's supervision;

- Preparing and submitting to the Owner for approval a capital expense budget, operating budget and projection of cash receipts and disbursements with respect to the Center for each fiscal year of the Owner.

- Preparing monthly bank reconciliations;

- Preparing monthly financial statements;

- Providing information reasonably necessary in the preparation of the Owner's income tax return with respect to the Center;

- Providing a business associate agreement that complies with the requirements of HIPAA;

- Assisting the Center in complying with the applicable HIPAA requirements;

- Conducting monthly meetings with the Owner, either telephonically or on-site as required.

## OPTION TO LEASE REAL ESTATE AGREEMENT

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

## RECITALS

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

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

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

## TERMS AND CONDITIONS

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

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

(a) Lease Term: The initial Lease Term shall be for five (5) years;

(b) Rental Rate: The starting rental rate will be $22.50 per rentable square foot per year, subject to annual increases of the greater of 2% or the Consumer Price Index ("CPI") increase for the preceding year;

(c) Square Footage: The square footage of the suite will be plus or minus 4,200 square feet;

(d) Permitted Use: Operation of an ambulatory surgery center and related medical services;

(e) Renewal Options: Two (2) consecutive five-year renewal options at fair market rent;

(f) Improvements: Prospective Tenant may make improvements at its expense, subject to Owner approval;

Attachment 9A

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

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

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

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

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

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

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

If to Owner:

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

If to Prospective Tenant:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

| **OWNER** | **PROSPECTIVE TENANT** |
|---|---|
| Appleseed Holdings, LLC | Northside Surgery Center, LLC |
| By: _____ | By: _____ |
| John Schneider M.D. | Rodney Lunn |
| Its: Owner | Its: Manager |
| Date: 9-2-2025 | Date: 9/3/25 |

# WARRANTY DEED

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $1,400,000.00

SUBSCRIBED AND SWORN TO BEFORE ME THIS ___ DAY OF OCTOBER, 2024.

Notary Public

My Commission Expires 10/4/27

MY COMMISSION EXPIRES:

(AFFIX SEAL)

**THIS INSTRUMENT WAS PREPARED BY**
Hardeman, Montgomery & Potter, 4301 Hillsboro Pike, Suite 300, Nashville, TN 37215

| ADDRESS NEW OWNER(S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Appleseed Holdings, LLC | Same as above | |
| (NAME) | (NAME) | 051-10-0-003.00 |
| 1221 Briarville Rd. | | |
| (ADDRESS) | (ADDRESS) | |
| Madison, TN 37115 | | |
| (CITY) (STATE) (ZIP) | (CITY) (STATE) (ZIP) | |

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

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

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

JW2024-920

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

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

unimproved
This is improved x property, known as 1221 Briarville Rd., Madison, TN 37115

(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

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

Witness my hand this 31st day of October, 2024

MODCO OF KENTUCKY, INC.

BY: _____

JERRY VEACH, PRESIDENT

STATE OF TENNESSEE

COUNTY OF DAVIDSON

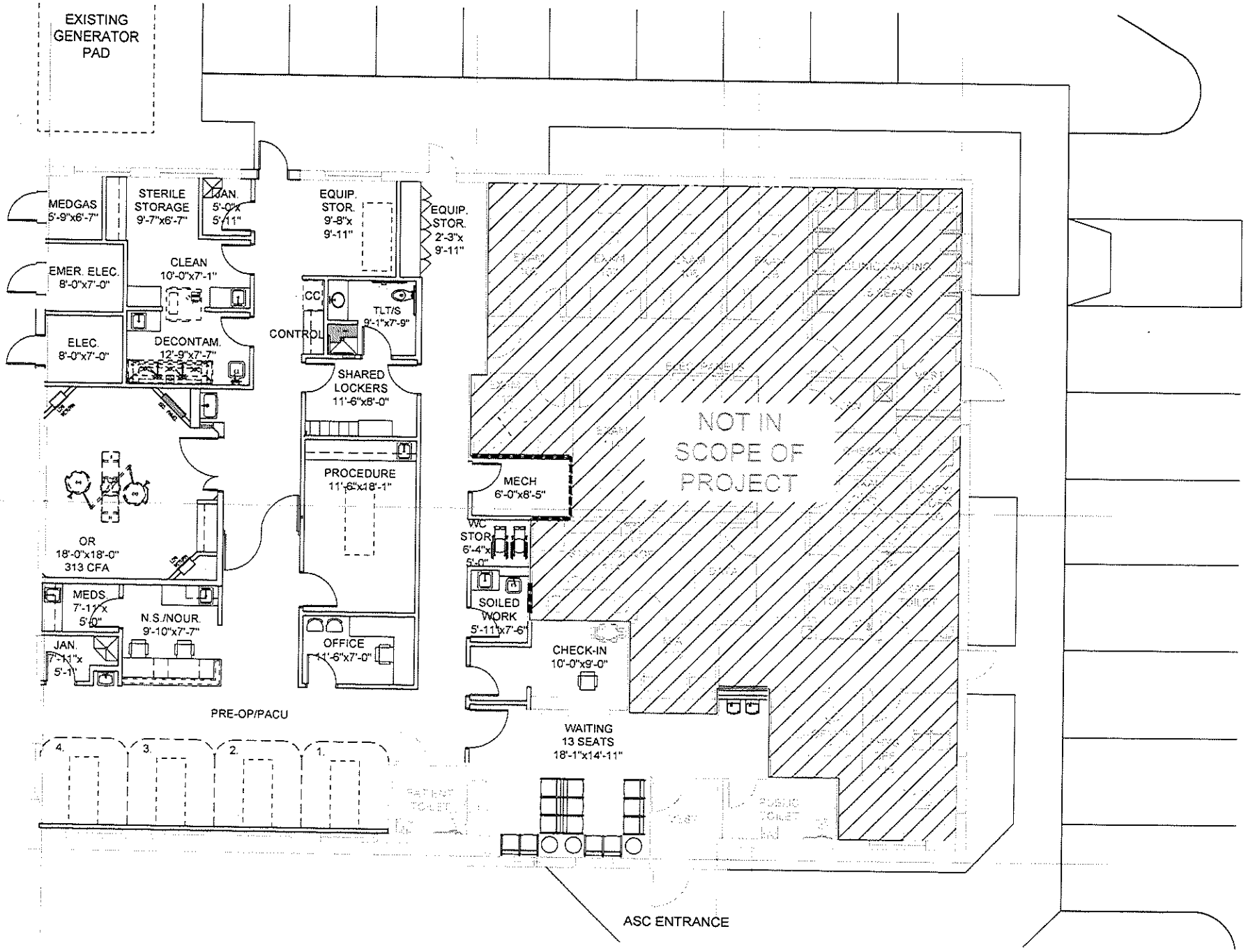
Before me, the undersigned notary public of the state and county aforementioned, personally appeared Jerry Veach, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be President of MODCO OF KENTUCKY, INC., and that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

Witness my hand and official seal this 31st day of October, 2024

Commission expires:

_____
Notary Public

JW2024-920




Attachment 10A

24085

DSC ARCHITECTS

08.08.25

# NORTHSIDE ASC

MADISON, TENNESSEE

0 4 8 16 32

CONCEPT FLOOR PLAN - 3,879 SF

WeGo Public Transit - Route 79, Skyline

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


Attachment 11A

# Nashville / Davidson County Parcel Viewer


July 10, 2024

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

1:1,128

0 0.01 0.02 0.04 mi

0 0.02 0.04 0.07 km

Metro GIS

Made by: Metro GIS

Attachment 12A

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

*Source: 2024 JAR Master File*

Attachment 1ER

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

*Source: 2023 JAR Master File*

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

*Source: 2022 JAR Master File*

**Utilization of Hospitals for Pain Management Procedures - 2023**

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

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

*Source: 2023 Joint Annual Reports MasterFile*

| Utilization of Hospitals for Pain Management Procedures - 2022 | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Facility** | **County** | **# ORs** | **# PRs** | **PM Services Provided ?** | **Total Surgical Cases (ORs & PRs)** | **PM Cases*** | **PM as % of Total Surgical Cases** |
| Select Specialty Hospital Nashville West | Davidson | 0 | 0 | No | 0 | 0 | 0.0% |
| TriStar Southern Hills Medical Center | Davidson | 5 | 1 | Yes | 10,132 | 71 | 0.7% |
| TriStar Skyline Madison Campus | Davidson | 0 | 0 | No | 0 | 0 | 0.0% |
| Metropolitan Nashville General Hospital | Davidson | 8 | 3 | Yes | 4,798 | 0 | 0.0% |
| Saint Thomas Midtown Hospital | Davidson | 36 | 7 | No | 36,028 | 71 | 0.2% |
| Saint Thomas West Hospital | Davidson | 25 | 5 | No | 24,586 | 0 | 0.0% |
| Vanderbilt University Medical Center | Davidson | 77 | 15 | Yes | 179,151 | 0 | 0.0% |
| TriStar Centennial Medical Center | Davidson | 61 | 17 | Yes | 88,874 | 0 | 0.0% |
| TriStar Skyline Medical Center | Davidson | 12 | 0 | No | 20,794 | 0 | 0.0% |
| TriStar Summit Medical Center | Davidson | 9 | 5 | Yes | 14,262 | 0 | 0.0% |
| Saint Thomas Hospital for Specialty Surgery | Davidson | 6 | 0 | No | 8,818 | 274 | 3.1% |
| Middle Tennessee Mental Health Institute | Davidson | 0 | 0 | No | 0 | 0 | 0.0% |
| Ascension Saint Thomas Behavioral Health Hospital | Davidson | 0 | 0 | No | 0 | 0 | 0.0% |
| Vanderbilt Stallworth Rehabilitation Hospital | Davidson | 0 | 0 | No | 0 | 0 | 0.0% |
| Select Specialty Hospital - Nashville | Davidson | 0 | 0 | No | 0 | 0 | 0.0% |
| Ascension Saint Thomas Rehabilitation Hospital | Davidson | 0 | 0 | No | 0 | 0 | 0.0% |
| Tennova Healthcare- Clarksville | Montgomery | 13 | 0 | No | 21,758 | 0 | 0.0% |
| Behavioral Healthcare Center at Clarksville | Montgomery | 0 | 0 | No | 0 | 0 | 0.0% |
| TriStar NorthCrest Medical Center | Robertson | 5 | 2 | No | 7,174 | 0 | 0.0% |
| Portland Medical Center | Sumner | 0 | 0 | No | 0 | 0 | 0.0% |
| Sumner Regional Medical Center | Sumner | 7 | 7 | No | 12,712 | 105 | 0.8% |
| TriStar Hendersonville Medical Center | Sumner | 10 | 4 | No | 20,628 | 0 | 0.0% |
| Vanderbilt Wilson County Hospital | Wilson | 0 | 0 | No | 0 | 0 | 0.0% |
| Vanderbilt Wilson County Hospital | Wilson | 4 | 0 | Yes | 10,078 | 0 | 0.0% |
| **Total** | | **278** | **66** | | **459,793** | **521** | **0.1%** |

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

*Source: 2022 Joint Annual Reports MasterFile*

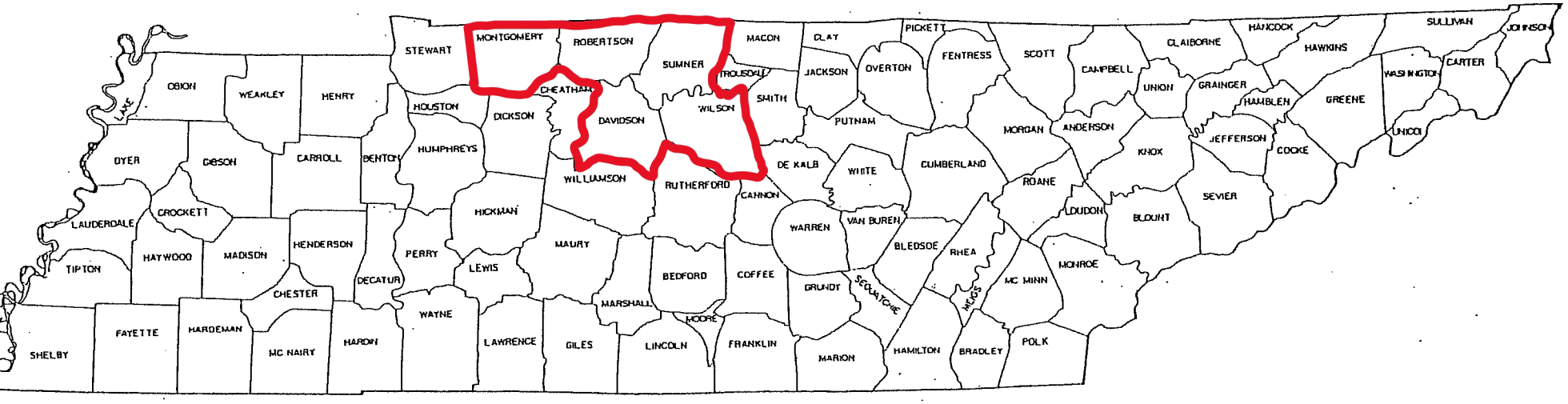
**Utilization of Hospitals for Pain Management Procedures - 2021**

| Facility | County | # ORs | # PRs | PM Services Provided? | Total Surgical Cases (ORs & PRs) | PM Cases* | PM as % of Total Surgical Cases |
|---|---|---|---|---|---|---|---|
| TriStar Southern Hills Medical Center | Davidson | 9 | 1 | Yes | 10,574 | 22 | 0.2% |
| TriStar Skyline Madison Campus | Davidson | 0 | 0 | No | 0 | 0 | 0.0% |
| Metropolitan Nashville General Hospital | Davidson | 6 | 3 | Yes | 5,126 | 0 | 0.0% |
| Saint Thomas Midtown Hospital | Davidson | 36 | 7 | No | 35,078 | 0 | 0.0% |
| Saint Thomas West Hospital | Davidson | 25 | 5 | No | 25,864 | 0 | 0.0% |
| Vanderbilt University Medical Center | Davidson | 75 | 15 | Yes | 167,585 | 0 | 0.0% |
| TriStar Centennial Medical Center | Davidson | 61 | 17 | Yes | 89,336 | 255 | 0.3% |
| TriStar Skyline Medical Center | Davidson | 11 | 0 | No | 17,138 | 0 | 0.0% |
| TriStar Summit Medical Center | Davidson | 9 | 5 | Yes | 14,340 | 0 | 0.0% |
| Saint Thomas Hospital for Specialty Surgery | Davidson | 6 | 0 | No | 8,782 | 0 | 0.0% |
| Middle Tennessee Mental Health Institute | Davidson | 0 | 0 | No | 0 | 0 | 0.0% |
| Ascension Saint Thomas Behavioral Health Hospital | Davidson | 0 | 0 | No | 0 | 0 | 0.0% |
| Vanderbilt Stallworth Rehabilitation Hospital | Davidson | 0 | 0 | No | 0 | 0 | 0.0% |
| Select Specialty Hospital - Nashville | Davidson | 0 | 0 | No | 0 | 0 | 0.0% |
| Tennova Healthcare- Clarksville | Montgomery | 13 | 0 | No | 18,708 | 0 | 0.0% |
| Behavioral Healthcare Center at Clarksville | Montgomery | 0 | 0 | No | 0 | 0 | 0.0% |
| TriStar NorthCrest Medical Center | Robertson | 5 | 2 | Yes | 10,320 | 0 | 0.0% |
| Portland Medical Center | Sumner | 0 | 0 | No | 0 | 0 | 0.0% |
| Sumner Regional Medical Center | Sumner | 7 | 0 | Yes | 12,182 | 44 | 0.4% |
| TriStar Hendersonville Medical Center | Sumner | 10 | 4 | No | 17,860 | 0 | 0.0% |
| Vanderbilt Wilson County Hospital | Wilson | 0 | 0 | No | 0 | 0 | 0.0% |
| Vanderbilt Wilson County Hospital | Wilson | 4 | 0 | Yes | 8,206 | 29 | 0.4% |
| **Total** | | **277** | **59** | | **441,099** | **350** | **0.1%** |

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

*Source: 2021 Joint Annual Reports MasterFile*

# PROPOSED SERVICE AREA FOR NORTHSIDE SURGERY CENTER




Attachment 2N

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

Attachment 2N(Supp)

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

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

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

*Source: 2024 JAR Master File*

Attachment 1ER

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

*Source: 2023 JAR Master File*

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

*Source: 2022 JAR Master File*

**Utilization of Hospitals for Pain Management Procedures - 2023**

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

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

*Source: 2023 Joint Annual Reports MasterFile*

| Utilization of Hospitals for Pain Management Procedures - 2022 | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Facility** | **County** | **# ORs** | **# PRs** | **PM Services Provided ?** | **Total Surgical Cases (ORs & PRs)** | **PM Cases*** | **PM as % of Total Surgical Cases** |
| Select Specialty Hospital Nashville West | Davidson | 0 | 0 | No | 0 | 0 | 0.0% |
| TriStar Southern Hills Medical Center | Davidson | 5 | 1 | Yes | 10,132 | 71 | 0.7% |
| TriStar Skyline Madison Campus | Davidson | 0 | 0 | No | 0 | 0 | 0.0% |
| Metropolitan Nashville General Hospital | Davidson | 8 | 3 | Yes | 4,798 | 0 | 0.0% |
| Saint Thomas Midtown Hospital | Davidson | 36 | 7 | No | 36,028 | 71 | 0.2% |
| Saint Thomas West Hospital | Davidson | 25 | 5 | No | 24,586 | 0 | 0.0% |
| Vanderbilt University Medical Center | Davidson | 77 | 15 | Yes | 179,151 | 0 | 0.0% |
| TriStar Centennial Medical Center | Davidson | 61 | 17 | Yes | 88,874 | 0 | 0.0% |
| TriStar Skyline Medical Center | Davidson | 12 | 0 | No | 20,794 | 0 | 0.0% |
| TriStar Summit Medical Center | Davidson | 9 | 5 | Yes | 14,262 | 0 | 0.0% |
| Saint Thomas Hospital for Specialty Surgery | Davidson | 6 | 0 | No | 8,818 | 274 | 3.1% |
| Middle Tennessee Mental Health Institute | Davidson | 0 | 0 | No | 0 | 0 | 0.0% |
| Ascension Saint Thomas Behavioral Health Hospital | Davidson | 0 | 0 | No | 0 | 0 | 0.0% |
| Vanderbilt Stallworth Rehabilitation Hospital | Davidson | 0 | 0 | No | 0 | 0 | 0.0% |
| Select Specialty Hospital - Nashville | Davidson | 0 | 0 | No | 0 | 0 | 0.0% |
| Ascension Saint Thomas Rehabilitation Hospital | Davidson | 0 | 0 | No | 0 | 0 | 0.0% |
| Tennova Healthcare- Clarksville | Montgomery | 13 | 0 | No | 21,758 | 0 | 0.0% |
| Behavioral Healthcare Center at Clarksville | Montgomery | 0 | 0 | No | 0 | 0 | 0.0% |
| TriStar NorthCrest Medical Center | Robertson | 5 | 2 | No | 7,174 | 0 | 0.0% |
| Portland Medical Center | Sumner | 0 | 0 | No | 0 | 0 | 0.0% |
| Sumner Regional Medical Center | Sumner | 7 | 7 | No | 12,712 | 105 | 0.8% |
| TriStar Hendersonville Medical Center | Sumner | 10 | 4 | No | 20,628 | 0 | 0.0% |
| Vanderbilt Wilson County Hospital | Wilson | 0 | 0 | No | 0 | 0 | 0.0% |
| Vanderbilt Wilson County Hospital | Wilson | 4 | 0 | Yes | 10,078 | 0 | 0.0% |
| **Total** | | **278** | **66** | | **459,793** | **521** | **0.1%** |

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

*Source: 2022 Joint Annual Reports MasterFile*

**Utilization of Hospitals for Pain Management Procedures - 2021**

| Facility | County | # ORs | # PRs | PM Services Provided? | Total Surgical Cases (ORs & PRs) | PM Cases* | PM as % of Total Surgical Cases |
|---|---|---|---|---|---|---|---|
| TriStar Southern Hills Medical Center | Davidson | 9 | 1 | Yes | 10,574 | 22 | 0.2% |
| TriStar Skyline Madison Campus | Davidson | 0 | 0 | No | 0 | 0 | 0.0% |
| Metropolitan Nashville General Hospital | Davidson | 6 | 3 | Yes | 5,126 | 0 | 0.0% |
| Saint Thomas Midtown Hospital | Davidson | 36 | 7 | No | 35,078 | 0 | 0.0% |
| Saint Thomas West Hospital | Davidson | 25 | 5 | No | 25,864 | 0 | 0.0% |
| Vanderbilt University Medical Center | Davidson | 75 | 15 | Yes | 167,585 | 0 | 0.0% |
| TriStar Centennial Medical Center | Davidson | 61 | 17 | Yes | 89,336 | 255 | 0.3% |
| TriStar Skyline Medical Center | Davidson | 11 | 0 | No | 17,138 | 0 | 0.0% |
| TriStar Summit Medical Center | Davidson | 9 | 5 | Yes | 14,340 | 0 | 0.0% |
| Saint Thomas Hospital for Specialty Surgery | Davidson | 6 | 0 | No | 8,782 | 0 | 0.0% |
| Middle Tennessee Mental Health Institute | Davidson | 0 | 0 | No | 0 | 0 | 0.0% |
| Ascension Saint Thomas Behavioral Health Hospital | Davidson | 0 | 0 | No | 0 | 0 | 0.0% |
| Vanderbilt Stallworth Rehabilitation Hospital | Davidson | 0 | 0 | No | 0 | 0 | 0.0% |
| Select Specialty Hospital - Nashville | Davidson | 0 | 0 | No | 0 | 0 | 0.0% |
| Tennova Healthcare- Clarksville | Montgomery | 13 | 0 | No | 18,708 | 0 | 0.0% |
| Behavioral Healthcare Center at Clarksville | Montgomery | 0 | 0 | No | 0 | 0 | 0.0% |
| TriStar NorthCrest Medical Center | Robertson | 5 | 2 | Yes | 10,320 | 0 | 0.0% |
| Portland Medical Center | Sumner | 0 | 0 | No | 0 | 0 | 0.0% |
| Sumner Regional Medical Center | Sumner | 7 | 0 | Yes | 12,182 | 44 | 0.4% |
| TriStar Hendersonville Medical Center | Sumner | 10 | 4 | No | 17,860 | 0 | 0.0% |
| Vanderbilt Wilson County Hospital | Wilson | 0 | 0 | No | 0 | 0 | 0.0% |
| Vanderbilt Wilson County Hospital | Wilson | 4 | 0 | Yes | 8,206 | 29 | 0.4% |
| **Total** | | **277** | **59** | | **441,099** | **350** | **0.1%** |

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

*Source: 2021 Joint Annual Reports MasterFile*

#15

Commerical Insurance Plans
Aetna
Aetna - Medicare
Ambetter Health
BCBS
BCBS of TN - Network P
BCBS of TN - Network S
BCBS of TN - Network L
BCBS of TN - Network E
BLUE ADVANTAGE
CHAMPVA
CIGNA
CIGNA - OSCAR
Cigna / Healthspring / Medicare
CIGNA CONNECT
CIGNA GREAT WEST
GEHA
GOLDEN RULE
HUMANA
HUMANA GOLD PLUS
HUMANA MILITARY TRICARE
MEDICARE -PALMETTI
MERITAIN HEALTH
Qualcare
RAILROAD MEDICARE
Tricare East
TRICARE FOR LIFE
TRICARE SOUTH REGION
TRIWEST HEALTHCARE ALLIANCE
TRIWEST WPS-VACAA
UHC-AARP-MEDICARE
UMR
United Healthcare
VA CCN OPTUM
VA OFFICE OF COMMUNITY CARE
WELLCARE HEALTH PLANS
Wellpoint - Medicare
WPS-VA

Attachment 2C

STATE OF TENNESSEE
DEPARTMENT OF HEALTH

| | | |
|---|---|---|
| **IN THE MATTER OF:** | ) | **BEFORE THE COMMISSIONER OF THE TENNESSEE DEPARTMENT OF HEALTH** |
| **NASHVILLE PAIN AND WELLNESS CENTER, PLLC** | ) | |
| **MADHU YELAMELI, M.D. MEDICAL DIRECTOR/ APPLICANT** | ) | |
| | ) | **PMC APPLICATION #846** |
| **BRENTWOOD, TENNESSEE** | ) | |

## ORDER FOR ISSUANCE OF CONDITIONAL PAIN MANAGEMENT CLINIC LICENSE

Comes now the Division of Health Related Boards of the Tennessee Department of Health (hereinafter the "Division"), by and through the Office of General Counsel, and Madhu Yelameli, M.D., Medical Director for Nashville Pain and Wellness Center, PLLC (hereinafter "Applicant"), who would respectfully move the Commissioner of the Tennessee Department of Health (hereinafter "Department") for approval of this Order for Issuance of Conditional Pain Management Clinic License affecting Applicant's application for a pain management clinic license in the State of Tennessee.

The Department is responsible for the licensure, regulation and supervision of pain management clinics in the State of Tennessee. *See* Tennessee Pain Management Clinic Act, Tennessee Code Annotated Section (hereinafter "TENN. CODE ANN.") § 63-1-301, *et seq.* It is the policy of the Department to require strict compliance with the laws of this State, and to apply the laws so as to preserve the quality of medical care provided in Tennessee. It is the duty and responsibility of the Department to enforce the Tennessee Pain Management Clinic Act in such a

Attachment 7Q

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

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

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

## I. STIPULATIONS OF FACT

1. On or about March 28, 2019, Applicant Madhu Yelameli, M.D. filed an application for pain management clinic licensure for an entity identified as Nashville Pain and Wellness Center, PLLC for a location in Brentwood, Tennessee. The clinic was previously in possession of pain management clinic certificate #354 issued to Dr. Yelameli in 2013 and which had an expiration date of March 31, 2019.

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

3. The inspection along with the patient records were reviewed and reflected some deficiencies, including but not limited to: some of the charts lacked co-signature by the supervising physician and logs were not maintained for IV and oral controlled medications administered during procedures.

## II. GROUNDS FOR DISCIPLINE

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

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

5. The facts stipulated in paragraphs 1-3 hereinabove constitute violations of T.C.A. § 63-1-316 (g)(1)(D): Any conduct or practice found by the commissioner to be detrimental to the welfare of the patients in the pain management clinic.

6. The facts stipulated in paragraphs 1-3 hereinabove constitute violations of TENN. COMP. R. & REGS. Rule 1200-34-01-.10(2) which requires the medical director to ensure that each health care provider working at the clinic maintains complete and accurate medical records of patient consultation, examination, diagnosis and treatment.

## III. POLICY STATEMENT

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

## IV. ORDER

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

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

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

* * *

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

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

**APPROVED FOR ENTRY:**

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

08/01/2019
DATE

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

8-14-19
DATE

**STATE OF TENNESSEE**
**DEPARTMENT OF HEALTH**

| | | |
|---|---|---|
| **IN THE MATTER OF:** | ) | **BEFORE THE COMMISSIONER OF THE TENNESSEE DEPARTMENT OF HEALTH** |
| **NASHVILLE PAIN AND WELLNESS CENTER, PLLC,** | ) | |
| **MADHU S. YELAMELI, M.D., MEDICAL DIRECTOR/ APPLICANT** | ) | |
| | ) | **PMC APPLICATION #873** |
| **COLUMBIA, TENNESSEE** | ) | |

**ORDER FOR ISSUANCE OF CONDITIONAL PAIN MANAGEMENT CLINIC LICENSE**

Comes now the Division of Health Related Boards of the Tennessee Department of Health (hereinafter the "Division"), by and through the Office of General Counsel, and Madhu S. Yelameli, M.D., as medical director or Nashville Pain and Wellness Center, PLLC (hereinafter "Applicant"), who would respectfully move the Commissioner of the Tennessee Department of Health (hereinafter "Department") for approval of this Order for Issuance of Conditional Pain Management Clinic License affecting Applicant's application for a pain management clinic license in the State of Tennessee.

The Department is responsible for the licensure, regulation, and supervision of pain management clinics in the State of Tennessee. *See* Tennessee Pain Management Clinic Act, Tennessee Code Annotated Section (hereinafter "Tenn. Code Ann.") § 63-1-301, *et seq.* It is the policy of the Department to require strict compliance with the laws of this State, and to apply the laws in order to preserve the quality of medical care provided in Tennessee. It is the duty and responsibility of the Department to enforce the Tennessee Pain Management Clinic Act in such a

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

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

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

## I. STIPULATIONS OF FACT

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

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

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

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

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

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

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

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

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

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

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

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

## II. GROUNDS FOR DISCIPLINE

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

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

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

## III. POLICY STATEMENT

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

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

## IV. ORDER

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

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

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

* * *

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

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

**APPROVED FOR ENTRY:**

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

06/30/2021
DATE

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

7/12/2021

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

DATE

7/19/21

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

DATE

**Project Name :** Northside Surgery Center

**Supplemental Round Name :** 1 **Due Date :** 10/13/2025
**Certificate No. :** CN2510-037 **Submitted Date :** 10/6/2025

1. **7A. Type of Ownership of Control**

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

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

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

PhyBus, LLC has ownership in the following:

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

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

2. **1E. Overview**

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

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

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

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

**Response :**

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

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

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

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

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

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

**Dr. Yelameli**

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

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

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

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

3. **2E. Rationale for Approval**

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

Which physicians have performed procedures in that setting historically?

Are there any new physicians being added to the practice?

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

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

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

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

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

- Clarksville: 1812 Haynes St, Clarksville TN 37043

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

Dr. Yelameli

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

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

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

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

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

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

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

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

Dr. Yelameli

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

4. **2N. Service Area**

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

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

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

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

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

5. **3N. Demographics**

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

Target Population Current Year: Davidson County

TennCare Enrollees: (All Rows)

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

6. **4N. Special Needs of Service Area**

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

Does the applicant maintain a charity care policy?

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

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

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

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

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

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

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

7. **5N. Unimplemented services**

The following items appear to require revision:

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

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

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

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

8. **6N. Utilization and/or Occupancy Statistics**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

With the opening of the Madison ASTC:

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

9. **7N. Outstanding CoN**

Please provide a status update on the outstanding CONs listed.

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

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

10. **2C. Insurance Plans**

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

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

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

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

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

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

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

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

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

12. **4C. Accessibility to Human Resources**

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

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

Where do they operate currently?

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

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

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

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

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

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

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

· Brentwood: 1805 Williamson Court, Brentwood TN 37027

· Lebanon: 1633 West Main Street, Suite 300, Lebanon TN 37087

· Columbia: 2602 Troutwood Avenue, Columbia TN 38401

· Nashville: 210 23rd avenue, Nashville TN 37203

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

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

Dr. Yelameli

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

Dr. Ulm (Nashville Neurosurgery Associates)

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

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

Crossroads Surgery Center, LLC

Spine and Pain Physicians Surgery Center, LLC

Oral Facial Surgery Center, LLC dba Tennessee Surgery Center

Eye Surgery Center of Middle Tennessee, LLC

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

13. **5C. License/Certification**

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

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

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

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

14. **8C. Proposed Charges**

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

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

**Response :** Please see the table below:

| CPT Codes | Description | Physician Office Medicare Payment | ASTC Avg. Medicare Rate |
|---|---|---|---|
| 64493 | Facet/Medial Branch Block | $96.92 | $455.23 |
| 64633 | Radiofrequency Ablation | $ 470.34 | $880.96 |
| 62323 | Epidural Steroid Injection | $176.61 | $354.08 |
| G0260 | SI Joint Injection | N/A | $354.08 |
| 62321 | Cervical Epidural Steroid Injection | $179.89 | $354.08 |
| 64483 | Lumbar Epidural Steroid Injection | $169.45 | $455.23 |
| 27279 | SI Fusion | N/A | $14,555.11 |
| 63685 | Permanent Stimulator | N/A | $25,032.31 |
| 63650 | Trial Stimulator | N/A | $4,842.56 |

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

15. **7Q. Legal Judgements**

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

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

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

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

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

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

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

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

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

16. **1N. Criteria and Standards**

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

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

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

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

17. **1N. Criteria and Standards**

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

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

How many operated at 70% or above?

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

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